

THE TOWNSHIP OF EWING
Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj

AN AMENDED RESOLUTION APPROVING THE APPOINTMENT OF KIMBERLY M. LACKEN, ESQ. AS COURT JUDGE FOR THE REMAINDER OF THE TERM OF RETIRED JUDGE ROGER T. HALEY, EXPIRING ON JANUARY 1, 2024

Resolution #23R- WHEREAS, pursuant to N.J.S.A. 2B:12-4(b), in municipalities governed by a mayor-council form of government, the municipal court judge shall be appointed by the mayor with the advice and consent of the council; and

WHEREAS, a municipal court judge must be a New Jersey resident and an attorney admitted to practice law in the state for at least five (5) years before their appointment to the municipal court; and

WHEREAS, pursuant to Ewing Code §4-63, a municipal court judge shall serve for a term of three (3) years from the date of appointment and until a successor is appointed and qualified; and

WHEREAS, any appointment to fill a vacancy caused other than by expiration of term shall be made for the unexpired term only; and

WHEREAS, the Honorable Roger T. Haley, who served as Municipal Court Judge for the Township of Ewing (the "Township") for over sixteen (16) years, tendered his retirement, effective November 30, 2022; and

WHEREAS, a temporary acting municipal court judge was required until Judge Haley's retirement on November 30, 2022; and

WHEREAS, Judge Haley's term of office shall expire on January 1, 2024; and

WHEREAS, pursuant to N.J.S.A. 2B:12-5(a), a municipal court may increase its number of municipal judges or appoint temporary municipal judges on the written consent of the Assignment Judge of the vicinage in which the municipal court is located; and

WHEREAS, pursuant to N.J.S.A. 2B:12-6, and subject to the Rules of Court, the Assignment Judge of the vicinage may appoint an acting judge of each of the municipal courts in the vicinage to serve as judge temporarily when the judge of that court is unable to hold the municipal court or for other cause; and

WHEREAS, by Order dated July 20, 2022, the Hon. Robert T. Lougy, Assignment Judge of the Superior Court for Mercer County, designated Kimberly M. Lacken, Esq. as Acting Municipal Court Judge to sit temporarily in Ewing Municipal Court until Judge Haley's retirement and the appointment of his successor; and

WHEREAS, Ms. Lacken possesses all of the required credentials for the position of Municipal Court Judge, and is otherwise duly qualified and experienced for the position; and

WHEREAS, by Resolution No. 22R-152 dated August 9, 2022, the Township appointed Kimberly M. Lacken, Esq. as Temporary Acting Municipal Court Judge for the Township from August 12, 2022, through November 30, 2022, and thereafter, as Acting Municipal Court Judge for the remainder of Judge Haley's unexpired term, expiring on January 1, 2024; and

WHEREAS, the Township Council approves of the Mayor's appointment of Kimberly M. Lacken, Esq. as Municipal Court Judge for the Township for the remainder of Judge Haley's unexpired term, expiring on January 1, 2024; and

WHEREAS, Resolution No. 22R-152 is hereby amended by this Resolution to provide for the appointment of Kimberly M. Lacken, Esq. to serve as Municipal Court Judge for the remainder of Judge Haley's unexpired term, expiring on January 1, 2024 and to remove the "Acting" designation for that unexpired term.

NOW, THEREFORE, BE IT RESOLVED, by the Ewing Township Council that:

1. The appointment of Kimberly M. Lacken, Esq. as Municipal Court Judge for the remainder of Judge Haley's unexpired term, expiring on January 1, 2024 is approved and Resolution No. 22R-152 is amended to remove the "Acting" designation.
2. The authority of the Administration to execute, on behalf of the Township, a Professional Services Agreement for the appointment of Kimberly M. Lacken, Esq. as Municipal Court Judge for the remainder of Judge Roger Haley's unexpired term is affirmed.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of February 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

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A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO DIGROUP ARCHITECTURE, LLC FOR ARCHITECTURAL AND ENGINEERING SERVICES RELEVANT TO THE EWING TOWNSHIP SENIOR AND COMMUNITY CENTER

Resolution #23R- WHEREAS, the Township of Ewing (the “Township”) requires the design and engineering services of an architectural firm to devise plans for the rebuilding of the Ewing Senior and Community Center (the “ESCC”); and

WHEREAS, the architectural firm DIGroup Architecture, LLC submitted a Proposal for Architectural and Engineering Services dated January 27, 2023 for the provision of comprehensive architectural and engineering services for the provision of programming, design and construction documents necessary for permitting, including bidding and standard construction administration support; and specifically including:

- Architectural design and Interior design
- Furniture selection
- Graphic and Wayfinding design
- Civil Engineering
- Mechanical, Electrical, Plumbing and Fire Protection Engineering
- Information/Technology
- Security
- Audio/Visual design services
- Cost estimating.

WHEREAS, the January 27, 2023 Proposal for Architectural and Engineering Services provided a breakdown of the phases of work, schedule and fees as follows:

| Phases | Duration | Fee | % of Project |
|------------------------|------------------|-------------|--------------|
| Programming | 1 month | \$108,000 | 3 |
| Schematic | 2 months | \$432,000 | 12 |
| Design Development | 2 months | \$720,000 | 20 |
| Construction Documents | 4 months | \$1,440,000 | 40 |
| Bidding | 2 months | \$108,000 | 3 |
| Construction | 18 months (est.) | \$720,000 | 20 |
| Project Closeout | 2 months | \$72,000 | 2 |
| Totals | 31 months | \$3,600,000 | |

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the Township wishes to enter a Professional Services Agreement with DIGroup Architecture, LLC to provide comprehensive architectural and engineering services to the Township for the purpose of overseeing the design and reconstruction of the ESCC in accordance with its January 27, 2023 Proposal for Architectural and Engineering Services; and

WHEREAS, the Township has determined that the anticipated value of this contract will be in excess of \$17,500; and

WHEREAS, notice of the contract shall be provided to the State Comptroller no later than twenty (20) days after the award of the contract pursuant to N.J.S.A 52:15C-10(a); and

WHEREAS, the Chief Financial Officer has supplied a certification of availability of funds indicating that sufficient funds exist for the award of this contract.

NOW THEREFORE, BE IT RESOLVED, by the Ewing Township Council that:

1. The Township is hereby authorized to enter into a Professional Services Agreement with DIGroup Architecture, LLC to provide comprehensive architectural and engineering services to the Township for the purpose of overseeing the reconstruction of the ESCC and to pay compensation for such services at a rate of \$3,600,000.00 in accordance with its January 27, 2023 Proposal for Architectural and Engineering Services.
2. The Mayor is authorized to execute all necessary documents to effectuate this award.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of February 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

TOWNSHIP OF EWING
Chief Financial Officer Certification #2023-2-1

I, Joanna K. Mustafa, Chief Financial Officer of the Township of Ewing, County of Mercer, do hereby certify as follows:

That funding is available via various funding sources in the Self Insurance Fund under the following account(s):

721300 – Reserve for ESCC Rebuild

TOTAL AMOUNT - \$3,600,000.00

I have determined that Township Council may authorize the above-described expenditure against the aforesaid line item account.

Now, therefore, based on the foregoing, I do hereby certify adequate funds are currently available for the purposes and in the line item amounts specified above, and further, that I shall encumber the same for a period of sixty (60) days from the date of this certification or until an ordinance or resolution authorizing the expenditure described about is enacted, whichever event shall occur sooner.

Signed and certified by me this 7th day of February, 2023


Joanna K. Mustafa, CMFO

**AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES
RELEVANT TO THE EWING TOWNSHIP SENIOR AND COMMUNITY CENTER**

THIS AGREEMENT (“Agreement”) is made effective as of this ____ day of _____, 2023 (the “Effective Date”), by and between the TOWNSHIP OF EWING, Mercer County, a municipal corporation of the State of New Jersey, having a principal office and place of business at 2 Jake Garzio Drive, Ewing, NJ 08628 (hereinafter referred to as the “Township”), and DIGROUPARCHITECTURE, LLC (hereinafter referred to as “DIGroup” or the “Contractor”) having a place of business at 15 Bethany Street, New Brunswick, New Jersey, 08901 (hereinafter collectively referred to as the “Parties”).

WHEREAS, the Township of Ewing (“Township”) requires the design and engineering services of an architectural firm to devise plans for the rebuilding of the Ewing Senior and Community Center (the “ESCC”) located at 999 Lower Ferry Road, Ewing Township, New Jersey; and

WHEREAS, the Township has an ongoing need for the provision of comprehensive architectural and engineering services for the provision of programming, design and construction documents necessary for permitting, including bidding and standard construction administration support for the purposes of reconstructing the ESCC; and

WHEREAS, architectural firm DIGroup submitted a Proposal for Architectural and Engineering Services dated January 27, 2023; and

WHEREAS, it is in the best interest of the Township to enter into a contract for architectural and engineering services with an experienced firm; and

WHEREAS, DIGroup is a well-respected, qualified, and accomplished architectural firm; and

WHEREAS, the Township passed a Resolution Awarding DIGroup A Non-Fair And Open Contract For Architectural And Engineering Services; and

WHEREAS, formal public bidding was not necessary to effectuate this award because the contract qualifies as professional services under N.J.S.A. 40A:11-5(1)(a)(i), which does not require public bidding; and

WHEREAS, the Township desires to contract with the Contractor for these Services, in accordance with the Proposal for Architectural and Engineering Services dated January 27, 2023 provided by DIGroup which is incorporated herein by reference in its entirety; and

WHEREAS, the Parties desire to enter into this Agreement, which shall memorialize the basic terms, and full understanding and covenants regarding the Services to be provided by the Contractor to the Township.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein below contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto to the others, the Township and the Contractor, intending to be legally bound thereby, covenant and agree as follows:

1. Scope of Services. The Contractor hereby agrees to provide comprehensive architectural and engineering services to the Township for the provision of programming, design and construction documents that are necessary for permitting, including bidding and standard construction administration support for the reconstruction of the ESCC. The services to be provided include but are not limited to the following:

- a. Architectural design and Interior design;
- b. Furniture selection;
- c. Graphic and Wayfinding design;
- d. Civil Engineering;
- e. Mechanical, Electrical, Plumbing and Fire Protection Engineering;
- f. Information/Technology;
- g. Security;
- h. Audio/Visual design services; and
- i. Cost estimating.

2. Term. Subject to the provisions of paragraph 5 below, the term of this Agreement shall commence on the Effective Date and shall terminate on [REDACTED]. The Township, at its sole option, may negotiate a one-year extension of this Agreement, upon the same terms and conditions as provided herein.

3. Duties and Services. The Contractor shall, in good faith and with due diligence, render all appropriate services, together with any additional services appropriate to the requirements of the Township, consistent and in accordance with the January 27, 2023 Proposal, which is incorporated herein by reference in its entirety, without waiver or variance (**Exhibit D**).

4. Consideration. In consideration of the faithful performance by the Contractor its agreements hereunder, and in conformity with the administrative procedures set forth herein, the Township agrees to pay the Contractor a total of \$3, 600,000.00. The Contractor shall provide monthly invoices to the Township and the Township shall pay said invoices within 30 days of receipt, pending any disputes.

The Contractor’s breakdown of the Services and fees are as follows:

| Phases | Fee |
|------------------------|--------------------|
| Programming | \$108,000 |
| Schematic | \$432,000 |
| Design Development | \$720,000 |
| Construction Documents | \$1,440,000 |
| Bidding | \$108,000 |
| Construction | \$720,000 |
| Project Closeout | \$72,000 |
| Totals | \$3,600,000 |

The Contractor shall have a reimbursable allowance of \$15,000.00. Reimbursable expenses will include printing, overnight delivery service and travel. If reimbursable expenses are incurred, a breakdown of said reimbursable expenses will be included in each invoice, as necessary

5. Termination. Anything herein to the contrary notwithstanding, this Agreement may be terminated by either party at any time, for convenience, upon written notice by the party desiring to terminate the Agreement, given not later than sixty (60) days prior to the proposed date of termination. In the event of any such termination, the Township’s sole obligation to the Contractor after the effective date thereof shall be for payment of all unpaid costs prior to the effective date of termination, based on the Expenditure Reports submitted by the Contractor, and the Contractor shall furnish to the Township such reports as may be requested by it based upon work completed under the provisions of this Agreement.

6. Liability Insurance. Contractor shall deliver to the Township at the time of signing of this Agreement a Certificate of Insurance, a copy of which is attached as **Exhibit A** and, at all times during the term hereof, maintain liability insurance in an amount acceptable to the Township. The

Contractor must include the Township as an additional insured to the policy through endorsement or as a named insured in all insurance coverage. Contractor shall also maintain appropriate worker's compensation insurance, and shall deliver to the Township at the time of signing of this Agreement a Certificate of Worker's Compensation Insurance covering any of the Contractor's employees, agents, etc.

7. Indemnification. In addition to the insurance provided hereunder, the Contractor shall save and hold harmless the Township, and its officers, officials, agents, servants, administrators, elected officials and employees (hereinafter collectively "indemnitees"), from and against any and all liability arising out of or relating to this Agreement, whether such liability is direct or vicarious, including without limitation attorney's fees, court costs, and costs of investigation. The Contractor further agrees to defend, indemnify and hold harmless the indemnitees from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses, including without limitation attorney's fees, court costs, and costs of investigation, arising out of any act or omission of the Contractor and/or the Contractor's agents, servants or employees in connection with this Agreement. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey Law.

8. Independent Contractor Status. The parties hereto acknowledge that the Contractor is acting as an independent contractor and the Contractor and its employees are not employees of the Township, and shall not be subject to withholding by the Township for any federal or state income, social security, unemployment, or disability taxes or any other deductions required by law to be withheld from the wages of an employee. Accordingly, the parties hereto mutually agree that the Contractor shall not be eligible for (and in any event the Contractor hereby expressly waives any entitlement to claim or receive the same knowingly and to the fullest extent permitted under applicable law) any benefits or coverages under (a) any group life or disability income continuation insurance plan, program or policy, (b) any medical, dental or other health insurance or expense reimbursement plan or program, or (c) any deferred compensation or retirement plan, program or agreement, "qualified" or "unqualified" (within the meaning of the Internal Revenue Code of 1986, as amended, or the Employee Retirement Income Security Act of 1974, as amended, or the regulations promulgated under either thereof), provided, adopted, maintained or participated in by the Township for the benefit of its employees (including, without limitation, the New Jersey Public Employee Retirement System). Neither the Contractor nor the Township shall represent directly or indirectly that the Contractor and/or any of its Employees is an agent, employee, or legal representative of the Township. The Contractor shall not have the authority to incur any liabilities or obligations of any kind in the name of or on behalf of the Township.

9. Affirmative Action. The parties hereby incorporate into this Agreement the mandatory language of Sections 3.5 and 3.7 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, which

mandatory language is set forth on **Exhibit B** attached hereto and made a part hereof. The Contractor has made, executed, acknowledged and delivered to the Township a Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report, or Employee Information Report Form AA-302, a copy of which is attached hereto as **Exhibit C** and made a part hereof.

10. No Assignment. This Agreement may not be assigned by any party hereto without the written consent of the other party.

11. Responsibilities. Contractor shall perform its duties and services hereunder in a proper, professional and workmanlike manner, and in conformity with the responsibilities, demands and ethics of its profession. The Contractor shall adhere to all applicable State and Federal laws and regulations.

12. Work Product. All work product generated under this Agreement, excluding confidential information, shall be and remain the property of the Township and shall be delivered by the Contractor to the Township or its designee forthwith upon the termination of this Agreement. In addition, all documents provided by the Township to the Contractor in the aid of its performance of the services hereunder remain the property of the Township and shall be delivered by the Contractor to the Township or its designee forthwith upon the termination of this Agreement.

13. Notices. Any and all notices and other correspondence required or permitted to be given in connection with, or pursuant to, this Agreement, shall be in writing and either delivered personally to the parties or sent by United States registered or certified mail, return receipt requested, with full postage prepaid and addressed to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner. All notices to the Township shall be addressed to the Municipal Clerk.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflict of law provisions thereof.

15. Dispute Resolution. Any party bringing legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in any court with competent jurisdiction sitting in Trenton, Mercer County, New Jersey. In any dispute hereunder, each party shall bear its own attorney's fees and costs.

16. Entire Agreement. This writing contains the entire agreement of the parties hereto and no promises, covenants, agreements, representations or warranties, other than those expressly herein set forth, have been made or relied upon by any of the parties hereto.

17. No Oral Modification. This Agreement may not be modified, altered, amended, changed or waived, except pursuant to a writing signed by all of the parties hereto.

18. No Waiver. The failure of any party at any time to require performance of any provision hereof shall in no manner affect the right of such party to enforce the same at a later time. No waiver by any party of the breach by any other party of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other provision hereof.

19. Severability and Reformation. In the event that any provision set forth herein (or any part thereof) is held to be invalid or unenforceable by any court of competent jurisdiction, or otherwise conflicts with applicable law, such provision (or part thereof) shall be deemed reformed to comport with the requirements of applicable law, if and to the extent possible, or, if or to the extent not possible, deleted herefrom, and this Agreement shall be construed to give effect to the reformed and/or remaining provisions (and parts thereof).

20. Captions. All caption headings used herein are for convenience of reference purposes only and shall have no significance in the interpretation of the provisions, terms or conditions hereof, and shall not be construed to define, enlarge or limit the rights, obligations or duties of the parties hereto.

21. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof, but all of which shall be one and the same instrument and, in making proof hereof, a party shall be required to produce only a single counterpart.

22. Parties. This Agreement shall be binding upon and inure to the benefit of the Contractor and the Township and their respective heirs, personal representatives, successors and permitted assigns.

23. Interpretation. The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement. For all purposes of this Agreement, words connoting a particular gender shall, where applicable, mean and include the correlative words of the other genders, and words importing the plural number shall, where applicable, mean and include the correlative words of the singular number and vice versa.

24. Copy.

- a. A copy of this signed Agreement and the accompanying form, which can be found at <https://www.nj.gov/comptroller/about/work/procurement/contracts.shtml>, shall be submitted to the State Comptroller no later than twenty (20) days after the award of the contract pursuant to N.J.S.A 52:15C-10(a). The documents shall be submitted via email to contracts@osc.nj.gov.
- b. Pursuant to the provisions set forth in N.J.S.A. 40A:65-4(b), a copy of this fully executed Agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, New Jersey 08625-0803.

25. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused the same to be executed on their behalf by their duly authorized representatives, effective as of the date first hereinabove written.

**For Township of Ewing,
Mercer County, NJ**

DIGroupArchitecture, LLC

Signature: _____

Signature: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

PLACE **EXHIBIT A** HERE
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
2. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitment, under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
5. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
6. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

8. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

9. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employment Information Report; or
- c. Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

10. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU and EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU and EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature of Authorized Representative

Sworn and subscribed to before me
this ____ day of _____, 2022

Notary Public of the State of New Jersey
My Commission Expires:

PLACE **EXHIBIT C** HERE
LETTER OF FEDERAL AFFIRMATIVE ACTION APPROVAL,
CERTIFICATE OF EMPLOYEE INFORMATION REPORT OR
EMPLOYEE INFORMATION REPORT FORM AA-302

PLACE **EXHIBIT D** HERE
DIGroupArchitecture's January 27, 2023 Proposal

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A RESOLUTION CELEBRATING BLACK HISTORY MONTH

Resolution #23R- WHEREAS, the Mayor and Ewing Township Council take pride in recognizing February 2023 as Black History Month, celebrating the many notable contributions that people of African decent have made to our country; and

WHEREAS, this year, Black History Month focuses on recognizing the achievements of African Americans and their role in shaping history along with the contributions that African Americans have made to enhance the economic, cultural, spiritual and political developments of our county; and

WHEREAS, we recognize this year's Black History Month theme of "Black Resistance" which explores how African Americans have resisted historic and ongoing oppression, in all forms, especially the racial terrorism of lynching, racial pogroms and police killings; and

WHEREAS, by resisting, African Americans continue to mobilize resources and shape social movements to create a space for Black Americans to thrive; and

WHEREAS, America is a melting pot of cultures and ethnicities; all part of the "Land of the Free". Black History Month fosters cultural awareness and understanding, while encouraging education about contributions made by Americans of color; and

WHEREAS, the celebration of Black History Month is a positive way of recognizing the culture of history of African Americans as vital to the core beliefs and values of this society; and

WHEREAS, we celebrate the diversity of Black people in Ewing Township, New Jersey, our nation and the Black diaspora, whether they self-identify as African, African-American, Afro-Latino, Afro-Caribbean, or Black; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Ewing Township Council do hereby proclaim February 1st – February 28th, 2023, as Black History Month and calls upon the people of Ewing Township to observe this month with appropriate programs, activities and reflections and to continue our efforts to create a world that is more just, equitable and prosperous for all.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of February 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

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RESOLUTION AUTHORIZING PRIVATE SALE OF CERTAIN TAX SALE CERTIFICATE PURSUANT TO N.J.S.A. 54:5-113

Resolution #23R- WHEREAS, the Township of Ewing has acquired title to certain real estate by reason of its having been struck off and sold for delinquent taxes and assessments; and

WHEREAS, the Tax Collector of the Township of Ewing desires authorization for the private sale by assignment of certain certificates of tax sale, together with subsequent liens thereon for not less than the amount of liens charges against such real estate; and

WHEREAS, DSHC ENTERPRISES, LLC has presented an offer to purchase, by assignment:

| <u>BLOCK</u> | <u>LOT</u> | <u>PROPERTY LOCATION</u> | <u>OWNER OF RECORD</u> | <u>CERT #</u> | <u>TOTAL</u> <u>04/12/2022</u> |
|--------------|------------|--------------------------|--------------------------------------|---------------|-----------------------------------|
| 273 | 78 | 37 Central Ave East | Ochanas Jr., Edward. UX | 22-00383 | 3,574.42 |
| 414.01 | 15 | 782 Lower Ferry Rd | Asevedo, Erin | 22-00483 | 557.02 |
| 538 | 12 | 297 Ewingville Rd | Zoltanski-Leichssenring, Michelle | 22-00628 | 640.43 |
| 589 | 4.01 | 136-44 Walters Ave | Walters Ave, LLC | 22-00663 | 1,144.97 |
| 13 | 29 | 1561 N. Olden Ave Ext | Amerco Real Estate | 22-00013 | 346.86 |
| 21.01 | 34 | 416 Robbins Ave | Pierre, Joseph F. Sr., UX | 22-00022 | 4,445.55 |

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Ewing that the Tax Collector and Township Clerk be and they are hereby authorized to sell by private sale by assignment of the following certificates of tax sale, together with subsequent liens thereon for not less than the amount of liens charges against such real estate;

BE IT FURTHER RESOLVED, that if the total amount of the municipal liens shall; at the time of the proposed sale or assignment, exceed the assessed value of the real estate as of the date of the last sale thereof for unpaid taxes and assessments, the certificates, together with subsequent liens thereon, may be sold and assigned for a sum not less than such assessed value.

IT IS SO RESOLVED.

INTRODUCED _____, 2023

PASSED: _____, 2023

Kim Macellaro - Attest

Bert Steinmann, Mayor

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of February 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

THE TOWNSHIP OF EWING
Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj

AMENDMENT NO. 1 TO THE SHARED SERVICES AGREEMENT BETWEEN EWING TOWNSHIP AND THE COUNTY OF MERCER

Resolution #23R- WHEREAS, the County of Mercer entered into a Shared Services Agreement with Ewing for the provision of Municipal Alliance Programming and coordination for drug and alcohol prevention and education for youth through the Division of Mental Health and Addiction Services (DMHAS) Youth Leadership Grant, for the period of July 1, 2022 through March 14, 2023, in the amount of \$6,134.00 (State Funds; No County Funds) as per Resolution No.2022-714, adopted October 13, 2022; and,

WHEREAS, an AMENDMENT (AMENDMENT No. 1) is required to the original Shared Services Agreement to extend the contract period through June 30, 2023, with no additional funding, as a result of an extension made available by the state;

NOW, THEREFORE, the parties do mutually agree as follows:

- A. The original **Shared Services Agreement** be and is hereby **AMENDED (AMENDMENT No. 1)** to extend the period by three (3) months for a revised program period of July 1, 2022 through June 30, 2023.
- B. All other terms and conditions in the original SHARED SERVICES AGREEMENT dated October 13, 2022 will remain the same.

IN WITNESS THEREOF, the County and the Provider have executed this **AMENDMENT (AMENDMENT No. 1)** to the **SHARED SERVICES AGREEMENT** this ____ day of _____, 2023.

COUNTY OF MERCER

Brian M. Hughes
County Executive

Jerlene H. Worthy
Clerk to the Board of County Commissioners

PROVIDER

Name: Kim Macellaro
Title: Municipal Clerk

Bert H. Steinmann
Mayor

THE TOWNSHIP OF EWING
Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj

A RESOLUTION AWARDING A ONE-YEAR CONTRACT FOR PHYSICIAN SERVICES TO ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL-HAMILTON IN THE AMOUNT OF \$42,856.32 (\$3,571.36/MONTH) WITH TWO OPTIONAL ONE-YEAR EXTENSIONS

Resolution #23R- WHEREAS, the Township of Ewing (the "Township") has an ongoing need for Board Certified Physicians in Occupational Medicine and/or facilities employing those certified physicians to provide health care services to the Township; and

WHEREAS, the Township conducted an advertised bidding process for the aforesaid services pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, after advertising twice for bids on March 30 and April 19, 2022 the Township did not receive any bids in response to the Request for Bids; and

WHEREAS, after twice advertising and receiving no bids in response, a contract may be negotiated and awarded upon adoption of a resolution by a two-thirds affirmative vote of the governing body authorizing the contract pursuant to N.J.S.A. 40A:11-5(3); and

WHEREAS, a reasonable effort has revealed that physician services as specified in the RFP are not available at the negotiated price from an agency or authority of the United States, the State of New Jersey, Mercer County or a municipality in close proximity to the Township; and

WHEREAS, the Township previously entered into a contract for Physician Services with Robert Wood Johnson University Hospital – Hamilton ("RWJ-Hamilton"), 2 Hamilton Health Place, Hamilton, NJ 08691; and

WHEREAS, the Township and RWJ-Hamilton have negotiated a new contract under the terms of the RFB for Physician Services and RWJ-Hamilton has agreed to a one-year price of \$42,856.32 (\$3,571.36/month) and two optional one-year extensions; and

WHEREAS, after considering price and other factors, the Township desires to award the one-year contract for physician and healthcare services to RWJ-Hamilton in the amount of \$42,856.32 (\$3,571.36/month); and

WHEREAS, the Chief Financial Officer has supplied a certification of availability of funds indicating that sufficient funds exist for the award of this contract.

NOW THEREFORE, BE IT RESOLVED, by the Ewing Township Council that:

1. The Township hereby awards a one-year contract to RWJ-Hamilton in the amount of \$42,856.32 (\$3,571.36/month) for the provision physician and healthcare services with two optional one-year extensions.
2. The Mayor is authorized to execute such contracts and documents as are necessary to effectuate this award.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of February 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

TOWNSHIP OF EWING
Chief Financial Officer Certification #2023-2-2

I, Joanna K. Mustafa, Chief Financial Officer of the Township of Ewing, County of Mercer, do hereby certify as follows:

That funding is available in the 2022 Municipal Budget for two months under the following account(s):

**10547562 – Township Physician
Retainer
\$42,856.32**

I have determined that Township Council may authorize the above-described expenditure against the aforesaid line-item account.

Now, therefore, based on the foregoing, I do hereby certify adequate funds are currently available for the purposes and in the line-item amounts specified above, and further, that I shall encumber the same for a period of sixty (60) days from the date of this certification or until an ordinance or resolution authorizing the expenditure described about is enacted, whichever event shall occur sooner.

Signed and certified by me this 7th day of February, 2023


Joanna K. Mustafa, CMFO

PHYSICIAN SERVICES AGREEMENT — 2023

THIS AGREEMENT ("Agreement"), effective as of [REDACTED], 2023, is made by and between the TOWNSHIP OF EWING, Mercer County, a municipal corporation of the State of New Jersey, having principal offices located at 2 Jake Garzio Drive, Ewing, New Jersey 08628 (hereinafter referred to as the "Township"), and ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL — HAMILTON (hereinafter referred to as the "Contractor"), having a place of business at One Hamilton Health Place, Hamilton, New Jersey 08690 (collectively the "Parties" and each individually a "Party").

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., the Township solicited bids for the award of a contract for "Physician Services" (hereinafter "Specifications"); and

WHEREAS, on March 30, 2022, the Township did not receive any responses and therefore advertised the bid for a second time; and

WHEREAS, on April 19, 2022, the Township again did not receive any bids and, thus, pursuant to N.J.S.A. 40A:11-5(3) the Township was permitted to negotiate with vendors, including the incumbent vendor; and

WHEREAS, the Township and the Contractor, the incumbent vendor, engaged in negotiations for a new contract for "Physician Services" and the Township accepted services at the rate agreed upon during negotiations; and

WHEREAS, the Township passed Resolution # [REDACTED] on [REDACTED], 2023 awarding the contract for "Physician Services" to the Contractor effective as of [REDACTED], 2023; and

WHEREAS, the Township wishes to memorialize the contract with the Contractor for Physician Services in accordance with the Specifications, incorporated herein by reference in its entirety and attached to this Agreement as **Exhibit B**, and the negotiations; and

WHEREAS, the Parties desire to enter into this Agreement, which shall memorialize the basic terms, and full understanding and covenants regarding the services to be provided by the Contractor to the Township; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein below contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto to the others, the Township and the Contractor, intending to be legally bound hereby, covenant and agree as follows:

1. **Agreement.** This Agreement shall be comprised of this document, the Specifications, any published Addendums to the Specifications, and the Contractor's proposed price list. The proposed price list is incorporated herein by reference in its entirety and attached to this Agreement as **Exhibit G**. In the event of a conflict between the terms in these documents, they shall be given the following order of priority, with the terms of the first

document having precedent over and governing the terms of all other documents comprising this Agreement and continuing in order of priority:

- a. this Agreement;
 - b. the Specifications;
 - c. any Addendums to the Specifications; and
 - d. the Contractor's bid.
2. Term. The term of this Agreement shall be for one (1) year, beginning on [REDACTED], 2023, and ending on [REDACTED], 2023 subject to the exercise of two (2) optional one-year extensions by the Township and the provisions of Paragraph 5 below.
3. Duties and Services. The Contractor shall render the contracted services, together with any additional services appropriate to the requirements of the Township on an as-needed basis, as provided in the Specifications, any published Addendums to the Specifications, and the Contractor's price list, the terms of which are incorporated herein in their entirety. Services to be performed included, but are not limited to the following:
- a. Perform routine, basic physical examinations, with "dip-stick" urinalysis, for all newly hired municipal employees.
 - b. Provide once every two (2) years a chest x-ray and an EKG for each municipal employee over the age of 40 years and, in connection with the physical examinations performed by the physician on other municipal employees, provide chest x-rays and EKG where, in the professional opinion of the physician, the same are medically warranted.
 - c. Attend to all superficial injuries sustained on the job by municipal employees, provided, however, that treatment of non-superficial injuries within the capability of the health care provider and provided by the health care provider hereunder shall be rendered on a fee-for-service basis, and shall be provided pursuant to the health care provider's regular rate schedule(s) in effect from time to time. The health care provider shall provide a copy of such fee schedule to the Township within seven (7) days of signing this Agreement, unless same has already been provided.
 - d. Work directly with Township personnel responsible for the administration of municipal employees' and/or worker's compensation administrator service for worker's compensation claims, including but not limited to, coordination of and clearance with respect to the return to work of injured employees.
 - e. Ewing Township employees who are required to have Department of Transportation (DOT) Physical Examinations and who are required to have a

Commercial Driver's License (CDL), shall have such physical examinations, histories and urine dip tests performed at no additional costs. The following additional services are to be provided for CDL drivers at no charge:

- i. History, Physical Examination with urine dip.
- ii. Computerized Random Drug and Alcohol Selection.
- iii. DOT Drug Screen — 5 Panel with confirmation and Medical Review Officer (MRO) services.
- iv. DOT Breath Alcohol Test (includes confirmation if needed)

These services are available for pre-employment, periodic, post-accident, reasonable suspicion and follow-up testing as required under the Federal DOT drug testing requirements.

- f. Conduct of random on-site drug testing on all CDL employees as directed by the Township. Contractor shall provide evidence of ability to perform on-site testing program at the Ewing Municipal Building.
4. Compensation. In consideration for the performance of the Services hereunder, the Township agrees to pay to the Contractor compensation consistent and in accordance with the Specifications and the unit pricing in Contractor's price list, the terms of which are incorporated herein in their entirety. For 2023, the Township shall pay to the Contractor the sum of \$42,856.32 (\$3,571.36/month). The Parties have agreed to a 4% increase in the cost for each one-year extension, if the extension options are exercised. Thus, the total cost for 2024 would be \$44,570.52 (\$3,714.21/month) and for 2025 would be \$46,353.36 (\$3,862.78/month). All compensation shall be payable upon completion and acceptance of the Services by the Township and submission of all demands for payment by the Contractor, and/or as otherwise provided in the Specifications.
 5. Termination. Anything herein to the contrary notwithstanding, either Party may terminate this Agreement without cause as follows: (a) if by the Township, effective immediately upon the giving of written notice of such termination by the Township to the Contractor (or at such later date as the Township may specify in such notice); and (b) if by the Contractor, upon the giving of at least thirty (30) days advance written notice of termination by the Contractor to the Township. In the event of any such termination, the Township's sole obligation to the Contractor after the effective date thereof shall be for the payment of all unpaid costs, disbursements and fees incurred or rendered prior to the effective date of termination.
 6. Insurance. Contractor shall deliver to the Township at the time of signing of this Agreement a Certificate of insurance, a copy of which is attached as **Exhibit A** and, at all times during the term hereof, maintain professional liability insurance in the amount acceptable to the Township in accordance with the Specifications, the terms of which are incorporated herein. Contractor shall also maintain appropriate worker's compensation insurance.

7. Indemnification. Neither Party assumes liability for, or shall be required to indemnify the other Party, or its officers, officials, agents, servants, administrators, and employees for the performance of services under this Agreement. Each Party shall be responsible for any and all claims, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, their own acts or omissions subject to all statutory protections that each Party enjoys.
8. Independent Contractor Status. The Parties hereto acknowledge that the Contractor is acting as an independent contractor and the Contractor and its employees are not employees of the Township, and shall not be subject to withholding by the Township for any federal or state income, social security, unemployment, or disability taxes or any other deductions required by law to be withheld from the wages of an employee. Accordingly, the Parties hereto mutually agree that the Contractor, shall not be eligible for (and in any event the Contractor hereby expressly waives any entitlement to claim or receive the same knowingly and to the fullest extent permitted under applicable law) any benefits or coverages under (a) any group life or disability income continuation insurance plan, program or policy, (b) any medical, dental or other health insurance or expense reimbursement plan or program, or (c) any deferred compensation or retirement plan, program or agreement, "qualified" or "unqualified" (within the meaning of the Internal Revenue Code of 1986, as amended, or the Employee Retirement Income Security Act of 1974, as amended, or the regulations promulgated under either thereof), provided, adopted, maintained or participated in by the Township for the benefit of its employees (including, without limitation, the New Jersey Public Employee Retirement System). Neither the Contractor nor the Township shall represent directly or indirectly that the Contractor and/or any of its Employees is an agent, employee, or legal representative of the Township. The Contractor shall not have the authority to incur any liabilities or obligations of any kind in the name of or on behalf of the Township.
9. Political Contribution Disclosure. This contract has been awarded to the Contractor based on the merits and abilities of the Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A20.4, *et seq.* The Contractor agrees to complete and execute the attached **Exhibits C and D** evidencing compliance with said law as well as Ewing Ordinance 06-26 as may be amended from time to time.
10. Affirmative Action. The Parties hereby incorporate into this Agreement the mandatory language of Sections 3.5 and 3.7 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, which mandatory language is set forth on **Exhibit E** attached hereto and made a part hereof. The Contractor has made, executed, acknowledged and delivered to the Township a Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report, or Employee Information Report Form AA-302, a copy of which is attached hereto as **Exhibit F** and made a part hereof.

11. No Assignment. This Agreement and all rights, duties and obligations provided herein may not be transferred, assigned or otherwise extended by either Party to any other person without the written consent of the other Party.
12. Responsibilities. Contractor shall perform its duties and services hereunder in a proper, professional and workmanlike manner, and in conformity with the responsibilities, demands and ethics of its profession.
13. Work Product. All work product generated under this Agreement, excluding confidential information, shall be and remain the property of the Township and shall be delivered by the Contractor to the Township or its designee forthwith upon the termination of this Agreement. In addition, all documents provided by the Township to the Contractor in the aid of its performance of the services hereunder remain the property of the Township and shall be delivered by the Contractor to the Township or its designee forthwith upon the termination of this Agreement.
14. HIPAA. The Parties acknowledge and agree that they are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the rules and regulations promulgated thereunder. The Parties agree that any protected health information that may come to them or their employees shall only be used and/or disclosed by the Parties in accordance with HIPAA and the applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information.
15. Notices. Any and all notices and other correspondence required or permitted to be given in connection with, or pursuant to, this Agreement, shall be in writing and either delivered personally to the Parties or sent by United States registered or certified mail, return receipt requested, with full postage prepaid and addressed to the Parties at their respective addresses first hereinabove set forth, or to such other addresses as the Parties may, from time to time, designate by written notice to the others in the foregoing manner. All notices to the Township shall be addressed to the Municipal Clerk.
16. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the conflict of law provisions thereof, and shall be subject to any future statutory requirements that may be imposed by the State of New Jersey.
17. Dispute Resolution. The Parties agree, in the event any dispute arises regarding the interpretation or application of the terms of this Agreement or the satisfactory performance by either Party of the services and responsibilities required by this Agreement, the Parties shall first meet and attempt to resolve the dispute, in good faith. Any Party bringing legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in any court with competent jurisdiction siting in Trenton, New Jersey. In any dispute hereunder, each Party shall bear its own attorney's fees and costs.
18. Entire Agreement. This writing contains the entire agreement of the Parties hereto and sets forth the entire understandings of the Parties in relation to its subject matter. No promises, covenants, agreements, understandings, representations or warranties, other

than those expressly herein set forth, have been made or relied upon by any of the Parties hereto, and this Agreement supersedes all previous contemporaneous covenants, agreements, understandings, representations and warranties between the Parties.

19. No Oral Modification. The Parties agree that any amendments to this Agreement shall be subject to the formal approval and authorization of each Party, in writing and signed by the Parties. This Agreement may not otherwise be modified, altered, amended, changed or waived.
20. No Waiver. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect the right of such Party to enforce the same at a later time. No waiver by any Party of the breach by any other Party of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other provision hereof.
21. Severability. In the event that any section, paragraph, subsection, clause or provision of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, or otherwise conflicts with applicable law, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision, so adjudged. All other provisions of the Agreement shall be deemed valid and effective, and shall remain in full force and effect. The Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement, or such other appropriate actions as shall give effect to the intentions of the Parties as reflected herein to the maximum extent practicable.
22. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Contractor and the Township, and their respective heirs, personal representatives, successors and permitted assigns.
23. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original hereof, but all of which shall constitute one and the same instrument, and, in making proof hereof, a Party shall be required to produce only a single counterpart.
24. Captions. Any and all captions or headings used herein are for convenience of reference purposes only and shall have no significance or effect on the meaning or interpretation of the provisions, terms or conditions hereof, and shall not be construed to define, enlarge or limit the rights, obligations or duties of the Parties hereto.
25. Interpretation. The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement. For all purposes of this Agreement, words connoting a particular gender shall, where applicable, mean and include the correlative words of the other genders, and words importing the plural number shall, where applicable, mean and include the correlative words of the singular number and vice versa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused the same to be executed on their behalf by their duly authorized representatives, effective as of the date first hereinabove written

**For Township of Ewing,
Mercer County, NJ**

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Witness: _____

Signature: _____

Date: _____

**For Robert Wood Johnson University
Hospital - Hamilton**

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Witness: _____

Signature: _____

Date: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all Owners holding 10% or more of the issued and outstanding ownership interest of the undersigned.

OR

I certify that no one Owner owns 10% or more of the issued and outstanding shares of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship Limited Partnership •
 Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below. Owners:

| | |
|---------------|---------------|
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

Subscribed and sworn before me this ____ day of _____

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

PLACE EXHIBIT A HERE
CERTIFICATE OF LIABILITY INSURANCE

**PLACE EXHIBIT B HERE
SPECIFICATIONS**

EXHIBIT C

TOWNSHIP OF EWING COUNTY OF MERCER

**CERTIFICATION REGARDING POLITICAL CONTRIBUTIONS
(P.L. 2005, c. 271)**

_____. hereby certifies as follows:

1. I am and/or represent a "business entity" as defined by P.L. 2005, c.271, and make this certification based on my personal knowledge of the facts expressed herein and to comply with the requirements of P.L. 2005, c.271.
2. During the 12 months prior to the date of this certification, the "business entity" has not made any contributions that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, holder of, an elective office of the Township of Ewing, of the County of Mercer, of another public entity within the County of Mercer, or of a legislative district in which the Township of Ewing is located, or any continuing political committee, except as follows:

[The following listing must set forth all contributions that are reportable (over \$300.00) and must disclose the date and amount of each contribution and the name of the recipient of each contribution. Attach additional sheets if needed to provide a full disclosure.]

| Recipient of Contribution | Amount | Date |
|---------------------------|--------|------|
|---------------------------|--------|------|

3. Consistent with P.L. 2005, c.271, I understand that the following shall be deemed to be a contribution by the "business entity" for purposes of this Disclosure:
 - a. **When** the business entity is a natural person, a contribution by that person's spouse or child, residing therewith.
 - b. When a business entity is other than a natural person, a contribution by:
 - (1) Any person or other business entity having an interest therein; and/or
 - (2) All principals, partners, officers, or directors of the business entity or their spouses, any subsidiaries directly or indirectly controlled

by the business entity; or any political organization organized
'under section 527 of the Internal Revenue Code that is directly
or indirectly controlled by a business entity other than a
candidate committee, election fund, or political party committee.

4. I certify that the foregoing statements made by me are true. I understand that, if any of the statements are willfully false, I am subject to punishment.

Date: _____

Printed Name of Representative

Signature of Representative

EXHIBIT D
TOWNSHIP OF EWING
COUNTY OF MERCER.

CAMPAIGN CONTRIBUTIONS AFFIDAVIT
PURSUANT TO N.J.S.A. 19:44A-20.2 et seq.

STATE OF NEW JERSEY

SS:

COUNTY OF MERCER

I, _____, the undersigned, of full age, being duly sworn according to law on my oath, depose and say that:

Part I — Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Contractor¹ has not made and will not make any "reportable contributions" (i.e., exceeding \$300.00) pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19, would bar the award of the above-referenced contract in the one year preceding the date the contract award is scheduled to be made, _____, 2023 to any of the following named candidate committee(s), joint candidates committee(s), and municipal committee(s) of a political party representing the elected officials of the Township of Ewing as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r):

| | |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Ewing Township Republican Committee | |
| Ewing Township Republican Club | |
| Ewing Township Democratic Committee | Election Funds of Bert Steinmann, Kathy Wollert, Kevin Baxter, David Schroth, Sarah Steward and Jennifer Keyes-Maloney |
| Ewing Township Democratic Club | |
| | |

Part II — Business Entity Ownership Disclosure

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

Partnership Corporation Sole Proprietorship Subchapter S Corporation

¹ Note: If Contractor is a sole proprietor, any reportable contribution made by a spouse or child residing with the sole proprietor is deemed to be a contribution of Contractor. If Contractor is not a sole proprietor, reportable contributions made by any of the persons or other business entities listed in Part II of this form are deemed to be contributions of Contractor.

Limited Partnership Limited Liability Corporation Limited Liability Partnership

| Name of Stock or Stockholder | Home Address |
|------------------------------|--------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Check one:

The foregoing list is current and correct to the best of my knowledge.

or

There are no persons or other business entities owning or controlling more than 10% of the profits or assets of Contractor or, if Contractor is a corporation for-profit, there are no persons or other business entities owning or controlling more than 10% of Contractor's stock.

Part III — Signature and Attestation

The undersigned Contractor is fully aware that if they have misrepresented in whole or part this affirmation and certification, they and/or the business entity will be liable for any penalty permitted under law.

Sworn and subscribed to before me
This ____ day of _____, 2023

Notary Public of the State of New Jersey
My Commission Expires:

EXHIBIT E
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
2. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitment, under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
5. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
6. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

8. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

9. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employment Information Report; or
- c. Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
https://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf

10. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU and EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU and EEO Monitoring Program for conducting a compliance investigation pursuant to N. J. A. C. 17:27-1.1 et seq.

Signature of Authorized Representative

Sworn and subscribed to before me
This ____ day of _____, 2023

Notary Public of the State of New Jersey
My Commission Expires:

PLACE EXHIBIT F HERE
LETTER OF FEDERAL AFFIRMATIVE ACTION APPROVAL,
CERTIFICATE OF EMPLOYEE INFORMATION REPORT OR
EMPLOYEE INFORMATION REPORT FORM AA-302

PLACE EXHIBIT G HERE
CONTRACTOR'S PROPOSED PRICING LIST

Bidder Name RWJ Barnabas Health Corp Care
Address of Bidder's Principle
Place of Business 2 Hamilton Dr Hamilton NJ

| Service | \$3,434 Capitated monthly cost | | | |
|----------------------------------------|---------------------------------------|-------------|-------------|-------------|
| | 2023 | 2024 | 2025 | 2026 |
| Nine (9) Panel Instant Urine Drug Test | \$ 41.60 | \$ 43.26 | \$ 44.99 | \$ 46.79 |
| Audio | \$ 31.20 | \$ 32.45 | \$ 33.75 | \$ 35.10 |
| Breath Alcohol Test | \$ 37.44 | \$ 38.94 | \$ 40.50 | \$ 42.11 |
| CARE Titer | \$ 46.80 | \$ 48.67 | \$ 50.62 | \$ 52.64 |
| CBC Automated | \$ 30.16 | \$ 31.37 | \$ 32.62 | \$ 33.93 |
| Chem. 13 | \$ 50.96 | \$ 53.00 | \$ 55.12 | \$ 57.32 |
| Chest PA and LAT | \$ 171.60 | \$ 178.46 | \$ 185.60 | \$ 193.03 |
| Drug Screening five (5) Panel | \$ 46.80 | \$ 48.67 | \$ 50.62 | \$ 52.64 |
| EKG | \$ 52.00 | \$ 54.08 | \$ 56.24 | \$ 58.49 |
| Exercise Stress Tests | \$ 260.00 | \$ 270.40 | \$ 281.22 | \$ 292.46 |
| Firefighter Physical Exam | \$ 1,248.00 | \$ 1,297.92 | \$ 1,349.84 | \$ 1,403.83 |
| Hepatitis B surface antifen | \$ 31.20 | \$ 32.45 | \$ 33.75 | \$ 35.10 |
| Hepatitis Vaccine EA/INJ | \$ 62.40 | \$ 64.90 | \$ 67.49 | \$ 70.19 |
| Hepatiatis C Anitbody | \$ 35.36 | \$ 36.77 | \$ 38.25 | \$ 39.78 |
| Hepatitis C RNA PCR | \$ 186.16 | \$ 193.61 | \$ 201.35 | \$ 209.40 |
| Hepatiatis B surface Antibody Titer | \$ 31.20 | \$ 32.45 | \$ 33.75 | \$ 35.10 |
| HIV1, 2 Antibody Screen | \$ 56.16 | \$ 58.41 | \$ 60.74 | \$ 63.17 |
| PFT | \$ 52.00 | \$ 54.08 | \$ 56.24 | \$ 58.49 |
| Physical Exam | \$ 114.40 | \$ 118.98 | \$ 123.74 | \$ 128.68 |
| PPD | \$ 20.80 | \$ 21.63 | \$ 22.50 | \$ 23.40 |
| Rabies Single Injection | \$ 208.00 | \$ 216.32 | \$ 224.97 | \$ 233.97 |
| Return to work | \$ 114.40 | \$ 118.98 | \$ 123.74 | \$ 128.68 |
| Review of Respiratory Questionnaire | \$ 15.60 | \$ 16.22 | \$ 16.87 | \$ 17.55 |
| UA | \$ 41.60 | \$ 43.26 | \$ 44.99 | \$ 46.79 |
| Urine Dipstick | \$ 20.80 | \$ 21.63 | \$ 22.50 | \$ 23.40 |
| Uric Acid | \$ 48.67 | \$ 50.62 | \$ 52.64 | \$ 54.75 |
| Vision Screening | \$ 12.48 | \$ 12.98 | \$ 13.50 | \$ 14.04 |

To be signed by representative of Bidder with authority to bind Bidder

Signed: _____

Print Name: _Charles Curtis_

THE TOWNSHIP OF EWING
Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj

RESOLUTION AUTHORIZING THE PURCHASE OF A 2022 FORD F350 4WD PICK UP TRUCK FOR PURPOSE AND USE FOR THE FIRE MARSHAL, UNDER STATE CONTRACT A88758, T2101 THRU WINNER FORD, CHERRY HILL NJ.

Resolution #23R- WHEREAS, the Township of Ewing wishes to purchase a 2022 FORD F350 4WD PICKUP TRUCK THRU WINNER FORD, STATE CONTRACT A88758, T2101 in the amount of \$65,467.00; and

WHEREAS, said equipment was approved for purchase through Fund 73, OTHER TRUST, 731496, Fire Fines and Penalties and

WHEREAS, the Chief Financial Officer has certified that funds are available for said purpose in the Fund 73, Other Trust, 731496, Fire Fines and Penalties; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Ewing hereby authorizes the purchase of the above-mentioned Vehicle from Winner Ford, 250 Haddonfield-Berlin Rd, Cherry Hill NJ 08034 in the amount of \$65,467.00; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Chief Financial Officer and the QPA.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of February 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

Joanna Mustafa, CFO

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
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A RESOLUTION APPROVING CHANGE ORDER NO. 2 FINAL DECREASE TO FALASCA MECHANICAL, INC. FOR THE HOLLOWBROOK COMMUNITY CENTER HVAC REPLACEMENT PROJECT IN THE AMOUNT OF \$9,999.80

Resolution #23R- WHEREAS, by Resolution #21R-185, the Township of Ewing (the "Township") awarded a contract to Falasca Mechanical, Inc. for the Hollowbrook Community Center HVAC Replacement Project in the amount of \$275,600.00; and

WHEREAS, on September 13, 2022, Ewing Township Council approved Change Order No. 1 by Resolution #22R-167 in the amount of \$6,386.64 thereby increasing the award to \$281,986.64; and

WHEREAS, Falasca Mechanical, Inc. has submitted a written Change Order No. 2 Final decrease dated February 6, 2023 in the amount of \$9,999.80; and

WHEREAS, the Township desires to approve Falasca Mechanical's Change Order No. 2 Final decrease in the amount of \$9,999.80, bringing the total amount of the contract to \$271,986.84; and

NOW THEREFORE, BE IT RESOLVED, that the Ewing Township Council hereby authorizes the execution of Change Order No. 2 Final decrease with Falasca Mechanical, Inc. in the amount of \$9,999.80 pursuant to the contract for the Hollowbrook Community Center HVAC Replacement Project at the Hollowbrook Community Center. The Mayor and the administration are authorized to enter into any and all documents necessary for the execution of the change order.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of February 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk

THE TOWNSHIP OF EWING

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A RESOLUTION AUTHORIZING PAYMENT CERTIFICATE NO. 8 (FINAL) TO FALASCA MECHANICAL, INC. IN THE TOTAL AMOUNT OF \$8,869.74, REPRESENTING RELEASE OF RETAINAGE FOR THE HOLLOWBROOK COMMUNITY CENTER HVAC REPLACEMENT PROJECT

Resolution #23R- WHEREAS, by Resolution #21R-185, the Township of Ewing (the "Township") awarded a contract for the Hollowbrook Community Center HVAC Replacement to Falasca Mechanical, Inc., 3329 N. Mill Rd., Vineland, NJ 08660, in the amount of \$275,600.00; and

WHEREAS, by Resolution #22R-167, the Township authorized Change Order No. 1, which increased the overall contract amount by \$6,386.64; and

WHEREAS, by Resolution #23R-____, the Township authorized Change Order No. 2, which decreased the overall contract amount by \$9,999.80, bringing the total amended contract amount to \$271,986.84; and

WHEREAS, Falasca Mechanical, Inc. has submitted Payment Certificate No. 8 (Final), in the total amount of \$8,869.74, representing total payments certified to date of \$3,500.00 and the release of retainage in the amount of \$5,369.74 in reference to the Hollowbrook Community Center HVAC Replacement Project; and

WHEREAS, Remington & Vernick Engineers, Inc. (the "Township Engineer"), has reviewed Payment Certificate No. 8 (Final) and determined that no further work is being performed on this project; and

WHEREAS, the Township Engineer has submitted Payment Certificate No. 8 (Final), recommending the release of retainage in the amount of \$5,369.74 to Falasca Mechanical, Inc.; and

NOW THEREFORE, BE IT RESOLVED, by the Ewing Township Council that:

1. Payment Certificate No. 8 (Final) to Falasca Mechanical, Inc., in the total amount of \$8,869.74, representing total payments certified to date of \$3,500.00 and the release of retainage in the amount of \$5,369.74 in reference to the Hollowbrook Community Center HVAC Replacement Project is hereby authorized and approved.
2. A copy of this Resolution shall be provided to the Township Engineer, the Chief Financial Officer, and Falasca Mechanical, Inc.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of February 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

THE TOWNSHIP OF EWING

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A RESOLUTION AUTHORIZING THE RELEASE OF A PERFORMANCE BOND AND THE ACCEPTANCE OF A TWO-YEAR MAINTENANCE BOND FOR THE HOLLOWBROOK COMMUNITY CENTER HVAC REPLACEMENT PROJECT - EWING ENGINEERS REMINGTON & VERNICK ENGINEERS RVE #1102-T-068

Resolution #23R- WHEREAS, on November 9, 2021 by Resolution #21R-185, the Township awarded the Hollowbrook Community Center HVAC Replacement Project to Falasca Mechanical, Inc. for a total contract amount of \$275,600.00; and

WHEREAS, on September 22, 2022, Ewing Township Council approved Change Order No. 1 increase by Resolution #22R-167 in the amount of \$6,386.64 thereby increasing the award to \$281,986.64; and

WHEREAS, on February 14, 2023, Ewing Township Council approved Change Order No. 2 final decrease by Resolution **#23R-__** in the amount of \$9,999.80 thereby decreasing the award to \$271,986.84; and

WHEREAS, by way of letter dated February 6, 2023, the Township Engineer recommends that the Ewing Township Council accept the two-year maintenance bond (No. K40159174M) in the amount of \$271,986.84 and the release of the performance bond in the amount of \$275,600.00 as the construction completion date was November 22, 2022; and

BE IT RESOLVED, that the Governing Body of The Township of Ewing does hereby authorize and accept the two-year maintenance bond (No. K40159174M) and the release of the performance bond upon the recommendations of Ewing Engineers Remington & Vernick Engineers for project #1102-T-068 in the Township of Ewing, and;

NOW THEREFORE BE IT RESOLVED, that upon Ewing Township Council approval, copies of adopted resolution should be forwarded to the Developer, Construction Code Official, Chief Finance Officer and the office of Remington & Vernick Engineers.

IT IS RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of February 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk