

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO. 23-

1st Reading _____ Date to Mayor _____
 2nd Reading & Public Hearing _____ Date Returned _____
 Date Adopted: _____ Date Resubmitted to Council _____
 _____ Approved as to Form of Legality
 Effective Date: _____
 _____ Township Attorney

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 14 BUILDING CONSTRUCTION ARTICLE II CERTIFICATES OF OCCUPANCY AND CHAPTER 114 BUILDING CONSTRUCTION ARTICLE III PROPERTY MAINTENANCE CODE

First Reading

| MEMBER | AYE | NAY | ABSENT | ABSTAIN | MOVE | SECOND |
|----------------------|-----|-----|--------|---------|------|--------|
| Baxter | | | | | | |
| Keyes-Maloney | | | | | | |
| Schroth | | | | | | |
| Steward | | | | | | |
| Wollert | | | | | | |

Second Reading

| MEMBER | AYE | NAY | ABSENT | ABSTAIN | MOVE | SECOND |
|----------------------|-----|-----|--------|---------|------|--------|
| Baxter | | | | | | |
| Keyes-Maloney | | | | | | |
| Schroth | | | | | | |
| Steward | | | | | | |
| Wollert | | | | | | |

By _____ Date _____ Accepted _____ Rejected _____
 Mayor

Reconsidered
 By Council _____ Override Vote YEA _____ NAY _____

 President of the Council

 Municipal Clerk

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO: 23-

**AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 14 BUILDING
CONSTRUCTION ARTICLE II CERTIFICATES OF OCCUPANCY AND CHAPTER
114 BUILDING CONSTRUCTION ARTICLE III PROPERTY MAINTENANCE CODE**

WHEREAS, the Township of Ewing (“Township”) has a duty to ensure properties within the Township are built and maintained as safely as possible to protect the health and safety of residents; and

WHEREAS, the Township is desirous of amending Chapter 114 of the General Ordinances of the Township of Ewing to update various provisions to make it consistent with current practice and law, and to incorporate necessary changes regarding the International Property Maintenance Code; and

WHEREAS, the Township’s Construction Official recommends the above-referenced changes and has determined that said amendments are in the best interest of the Township and its residents; and

WHEREAS, the Mayor and the Council of the Township have determined that certain amendments to Chapter 114 “Building and Construction”, Article II entitled “Certificates of Occupancy” and Article III entitled “Property Maintenance Code” are necessary to protect the health, safety, and welfare of the residents of the Township; and

WHEREAS, in all other Chapter 114 entitled “Building and Construction”, Article II entitled “Certificates of Occupancy” and Article III entitled “Property Maintenance Code” shall remain in full force and effect; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Township of Ewing, County of Mercer that the Code of the Township of Ewing be amended as follows:

Section 1 Chapter 114, BUILDING CONSTRUCTION Article II CERTIFICATES OF OCCUPANCY is hereby amended as follows:

§ 114-4 INSPECTION.

- A. The owner of real estate, set forth above, shall apply for the issuance of a certificate of occupancy on forms to be provided by the Construction Official. The application shall at least contain the name of the owner and the name of the person signing the notice and the relationship to the owner; shall describe the property or portion thereof to be transferred by street address or in such other manner as may reasonably be required by the Construction Official; and shall be accompanied by the fee set forth in Chapter 172 of this Code.
- B. Conduct of inspection.
 - (1) Within 15 working days of receipt of the application and fee, the Construction Official shall make an inspection and issue a written inspection certificate, in duplicate, stating: [Amended 7-24-2001 by Ord. No. 01-22]
 - (a) That an inspection of the premises has been made, specifying any violations of any applicable ordinance, statute or code relating to the premises, including the 1998 most current edition of the International Property Maintenance Code as adopted by the Township of Ewing;
 - (b) If there are no such violations, stating that there are none; or
 - (c) That an inspection is not required because of the provisions below
 - (2) Each certificate shall be dated, and the Construction Official shall retain a duplicate copy.

- (3) If the inspection is not conducted within the time specified above, the owner shall be under no further obligation.
 - (4) By such inspection, the Township of Ewing, its agents, servants, employees or officers do not guarantee quality or soundness of any property or structure, and it is not and will not be liable for any act or omission in connection with an inspection or failure to inspect, nor is the Township, its agents, servants, employees or officers, in any way involved in any contractual relationship between owners, tenants and/or purchasers. Such inspections are conducted only to determine compliance with established codes as may be ascertained by reasonable observation.
 - (5) This article shall not be construed to prohibit a transfer of property but shall be construed to prohibit occupancy without the issuance of a certificate of occupancy or temporary certificate of occupancy, or which is otherwise exempt as provided in this article.
- C. If an inspection has been made and a certificate of occupancy issued within one year prior to the date of receipt of the completed application, or if a certificate of occupancy has been issued for the premises within one year prior to the date of receipt of such completed application, the Construction Official may, but is not required to, make an inspection.
- D. Prior to completing the sale, rental or other transfer, the owner shall inform any transferee(s) of any violations reported by the Construction Official and shall give the transferee(s) a copy of the certificate of inspection.
- (1) All violations shall be corrected prior to completing the sale, rental or other transfer, except as otherwise provided for in this article.
 - (2) Failure of the owner to comply with this provision does not relieve the transferee(s) from the obligations imposed by this article or any of the relevant statutes, ordinances or codes.
- E. Any owner who violates this article by failing to apply for a certificate of occupancy under this article or by failing to inform the transferee(s) of violations shall be liable, upon conviction of such violation, to forfeit and pay a penalty not to exceed \$500 or 90 days' imprisonment or both, in the discretion of the court, for every such violation.
- F. Upon correction of all violations noted in the inspection certificate, the Construction Official shall issue a certificate of occupancy. In the case of a sale or other transfer of title to residential property or the sale, rental or other transfer of nonresidential property or a part thereof, a temporary certificate of occupancy may be issued, in the discretion of the Construction Official, when the inspection reveals a departure from the most current edition of the 1998 International Property Maintenance Code but such departure leaves the housing space in substantial compliance with such code; that is, where there is no serious or immediate threat to health, safety or welfare and when the prospective transferee of title or of nonresidential property or a part thereof agrees to assume the violations. Such assumption shall be in writing, signed by the owner and the transferee. [Amended 7-24-2001 by Ord. No. 01-22]
- G. Exceptions:
- (1) No inspection under this article shall be required in the case of the sale, rental or other transfer of unimproved real estate.
 - (2) Where no immediate occupancy is contemplated in a residential property transfer, an inspection under this article shall not be required; however, prior to residential occupancy, an inspection under this article or as required by the New Jersey Uniform Construction Code shall be conducted.
 - (3) Any nonresidential property for which a certificate of occupancy is required under the New Jersey Uniform Construction Code prior to occupancy shall be exempt from this section.
 - (4) The provisions of this article shall not apply to hotels and multiple dwelling units governed by the New Jersey Hotel and Multiple Dwelling Law or those residential

multifamily dwelling units governed by Chapter 230, Article II, of the Code of the Township of Ewing.

- H. Any owner who desires to appeal from a certificate of occupancy may file an appeal pursuant to the most current edition of the 1998 International Property Maintenance Code. [Amended 5-8-2001 by Ord. No. 01-13; 7-24-2001 by Ord. No. 01-22]
- (1) Any person affected by any notice which has been issued in connection with the enforcement of any provisions of this code or of any rule or regulation adopted pursuant thereto shall have the right to request and shall be granted a hearing on the matter before the Board, provided that such person shall file, in the office of the Board, a written petition requesting such hearing and containing a statement of the grounds therefor within 20 days after the day the notice was served. The Board shall meet within 21 days of the day the request for a hearing has been filed in the office of the Board. The aggrieved party shall appear and present evidence to the Board regarding the notice which was issued in connection with the enforcement of any provision of this code or of any rule or regulation adopted pursuant thereto. The Construction Official or his designee shall also appear and present evidence regarding said notice.
 - (2) In order to protect existing structures in the Township by vigorous enforcement of the provisions of this code, there shall be and is hereby created a Code Appeals Board, hereafter referred to as the Board, consisting of five members who shall be appointed by the Mayor with the advice and consent of Council.
 - (3) The Board shall consist of one elected official of the Township; one volunteer fireman; one real estate agent; two citizens, one of whom shall be the following: a licensed professional engineer, an architect, a builder or a superintendent of building construction. No more than one member of the Board shall be of the specified professions. The Mayor shall appoint an alternate member of such Board in addition to the five members above provided for, who shall act with full power only when a member of the Board refuses to vote because of a conflict of interest or when a member is absent. The Mayor shall designate one member of the Board to act as Secretary to the Board.
 - (4) The Board shall hear all appeals relative to the enforcement of this code and, by a concurring vote of the majority of its members, shall reverse or affirm, wholly or partly, or modify the decision appealed from and shall make such order or determination as in its opinion ought to be made. Failure to secure such concurring votes shall be deemed a confirmation of the decision of the Construction Official.
 - (5) A member of the Board shall not participate in any hearings or vote on any appeal in which that member has a direct or indirect financial interest or is engaged as a contractor or is engaged in the preparation of plans and specifications or in which that member has any personal interest.
 - (6) The Secretary of the Board shall keep a record of each meeting so that the record shows clearly the basis for each decision made by the Board. An aggrieved party may provide for transcription of the proceedings at his/her own cost and shall provide a copy of said transcript to the Board, at no cost to the Board.
 - (7) An appeal from the Board shall be to the Ewing Township Council within 20 days of the decision from the Board. The Ewing Township Council shall schedule the appeal to be heard at the next regularly scheduled meeting of the Council

Section 2 Chapter 114, BUILDING CONSTRUCTION Article III PROPERTY MAINTENANCE is hereby amended as follows:

§ 114-7 ADOPTION OF STANDARDS BY REFERENCE; PLUMBING AND MECHANICAL AMENDMENTS.

The Township of Ewing adopts the most current edition of the 1998 International Property Maintenance Code, with the following additions, in place of the 1996 BOCA National Property Maintenance Code:

Chapter 5

Plumbing Facilities and Fixture Requirements

Section 508

Hot Water

508.1. Hot Water. Hot water is not to exceed 140°.

Chapter 6

Mechanical and Electrical Requirements

Section 602

Heating Facilities

602.3. Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units, rooming units, dormitories or guest rooms on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1 to May 1 to maintain a temperature of not less than 68° F. (18° C.) in all habitable rooms, bathrooms, and toilet rooms.

Section 604

Electrical Facilities

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Every dwelling shall be served by a main service that is not less than 60 amperes, three wires. If it is determined that a 60 amp service is not sufficient for the electrical load, a minimum of 100 amp service is to be installed.

§ 114-8 USE OF ROOFTOP; VIOLATIONS AND PENALTIES.

It shall be unlawful to inhabit or utilize any rooftop in a manner inconsistent with the most current edition of the International Property Maintenance Code, as adopted by the Township. Any person violating the provisions of this article shall be liable to the penalties set forth in Chapter

Section 3 Severability. Should any section, clause, sentence, phrase or provision of this article be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this article.

Section 4 Repealer. All prior ordinances or parts of the same inconsistent with any provisions of this article are hereby repealed to the extent of such inconsistency.

Section 5 Effective Date. This ordinance shall take effect upon final adoption and publication in accordance with law.

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 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, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

**Susan Bate, RMC
Deputy 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: _____

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.org

A RESOLUTION OF THE TOWNSHIP OF EWING DEMONSTRATING PROOF OF LOCAL SUPPORT FOR THE EXPANSION OF JG NEW JERSEY, LLC N/K/A BLOC, PREVIOUSLY ENDORSED FOR LICENSURE AS AN ALTERNATIVE TREATMENT CENTER, TO SIMULTANEOUSLY OPERATE AS BOTH A MEDICAL AND ADULT USE CANNABIS ESTABLISHMENT

Resolution #23R- WHEREAS, the New Jersey Jake Honig Compassionate Use Medical Cannabis Act (the “Medical Use Act”), N.J.S.A. 24:6I-2, *et seq.*, and accompanying regulations, N.J.A.C. 17:30A-1, *et seq.*, authorize medical use and possession of cannabis, and related operations, and the New Jersey Cannabis Regulatory, Enforcement, Assistance, and Marketplace Modernization Act (the “Adult Use Act”), N.J.S.A. 24:6I-31, *et seq.*, and accompanying regulations, N.J.A.C. 17:30-1, *et seq.*, authorize the adult use and possession of cannabis, and related operations (collectively the “Cannabis Laws”); and

WHEREAS, the Township of Ewing (the “Township”), previously endorsed the expansion of medical and adult use cannabis in the State of New Jersey, and supports safe and appropriate siting of cannabis related and supporting businesses within the Township, including medical and adult use cannabis businesses; and

WHEREAS, on December 17, 2018, the New Jersey Department of Health (the “Department”), then-responsible for the State’s cannabis-related duties, approved JG New Jersey, LLC n/k/a BLOC Dispensaries, LLC (“BLOC”) for licensure as an Alternative Treatment Center (“ATC”) in the Township; and

WHEREAS, the Cannabis Laws allow certain pre-existing state-licensed ATCs to simultaneously operate as both a medical and adult use cannabis establishment; and

WHEREAS, pursuant to N.J.S.A. 24:6I-46(a)(3)(a)(ii), the CRC will not require a full application from the ATC to begin engaging in the cultivation, manufacturing, retailing, wholesaling, distributing, or delivery of cannabis items for adult use; and

WHEREAS, the application requirement is satisfied by the ATC’s previously approved permit application that was submitted to the Department pursuant to N.J.S.A. 24:6I-7, certifications to the Cannabis Regulatory Commission (the “CRC”), which assumed the Department’s cannabis-related duties, as to the ATC’s ability to simultaneously operate as both a medical and adult use cannabis establishment, and new, written approval from the municipality approving and endorsing the expansion; and

WHEREAS, the Township previously approved and endorsed BLOC for licensure as an ATC in the Township; and

WHEREAS, BLOC now wishes to operate as both a medical and adult-use cannabis establishment; and

WHEREAS, pursuant to N.J.A.C. 17:30-5.1(h), a municipality may provide written approval for a proposed expanded ATC pursuant to N.J.S.A. 24:6I-46(a)(3)(a)(ii); and

WHEREAS, the Township Cannabis Advisory Committee (“CAC”) has reviewed the proposed expansion of BLOC for the cultivation, manufacturing, retail dispensing of cannabis, cannabis products, and related supplies within the Township; and

WHEREAS, the CAC recommends approval of the expansion of BLOC, subject to the reasonable time, place, and manner restrictions imposed by the lawfully enacted Ordinances of the Township, including but not limited to Ordinance No. 21-16 (the “Cannabis Ordinance”).

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

1. The Township previously approved and endorsed JG New Jersey, LLC n/k/a BLOC for licensure as an Alternative Treatment Center (“ATC”) in the Township.
2. BLOC now wishes to operate as both a medical and adult-use cannabis establishment in accordance with N.J.S.A. 24:6I-46(a)(3)(a)(ii).
3. The Township recognizes not only the suitability of such operations, but also the benefits a company such as BLOC would bring to our community as a whole, including, but not limited to, job creation, job training to help reverse the stains on the community by the war on drugs, use of local vendors for build-out and ongoing operational needs, as well as anticipated dedicated tax revenues from each sale at any cannabis dispensary located within Township.
4. The Cannabis Ordinance plainly identifies that the operation of a cannabis dispensary, cultivation, and manufacturing facilities are consistent with the zoning rules identified therein. Specifically, Class 1 Cultivation, Class 2 Manufacturing, and Class 5 Cannabis Retailer licenses are a permitted conditional uses in the Olden Avenue Redevelopment Area, Parkway Avenue Redevelopment Area, Business Highway- BH (Scotch Road), and Town Center-TC (Scotch Road, Parkway Avenue), and Industrial Park Zones IP1.
5. The issuance of a license to BLOC by the Cannabis Regulatory Commission (the “CRC”) to concurrently operate as both a medical and adult-use cannabis establishment will not exceed the limit of two (2) Class 5 Cannabis Retailer endorsements that the Township may consider for the period of August 21, 2021 to December 31, 2022, established under Ewing Code §127-6(B)(2), as the Township’s initial endorsement of Justice Grown for licensure as an ATC pre-dates the operative period and that there are no such limitations to note for cultivation and manufacturing.

6. Based on the preceding, the Township is satisfied not only that the property BLOC seeks to utilize is compliant with the Township's zoning rules and requirements outlined by the Cannabis Ordinance, but also that BLOC will be a valuable addition to the group of cannabis license holders awarded by the CRC, and that its business operations will have a positive impact on the Township and community at large.
7. In light of that, and in the event that the CRC approves BLOC's expansion in accordance with the Cannabis Laws, this Resolution should be viewed by the State as unequivocal support by the Township of Justice Grown, and an indication that the intended locations are appropriately located or otherwise suitable for the activities related to the retail sale of cannabis, cannabis products, and related supplies as will be conducted at the proposed facilities.
8. The Township also authorizes the Township Zoning Official to issue any required letter or affidavit identifying that the proposed facilities will conform to local zoning requirements allowing for activities related to the operation of a cannabis dispensary, as outlined in the Cannabis Ordinance, subject to the understanding and agreement with BLOC that it will comply with any reasonable additional zoning requirements imposed by the Township, which the Township understands and agrees will not occur until after BLOC obtains preliminary approval by the CRC, and subject to any additional permitting requirements that the Township will impose in accordance with the Cannabis Ordinance.
9. This Resolution shall take effect immediately.

IT IS SO RESOLVED

Certification:

I, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

**Susan Bate, RMC
Deputy Municipal Clerk**

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



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

**A RESOLUTION ESTABLISHING THE SEWER RATES AND CHARGES FOR
EWING TOWNSHIP FOR CALENDAR YEAR 2023**

Resolution #23R- WHEREAS, The Township Council of the Township of Ewing authorized Ordinance 2012-10, allowing charges and rates for Sewer fees to be reviewed and amended from time to time by Resolution, and

WHEREAS, it is the desire of the Township Council of the Township of Ewing to establish rates and charges for Sewer fees for 2023, in order to meet the Township's annual obligation to the Ewing Lawrence Sewer Authority (ELSA), so

THEREFORE BE IT RESOLVED, the sewer rates and charges are established as follows:

The "Ewing resident rate" shall consist of the sewer charges as set forth herein.

A. (1) Computation of proportionate flow sewer charges for Ewing residents commencing on January 1, 2023. The rate per 100 cubic feet based upon annual water consumption or sewer flow shall be:

ELSA and Ewing operations, maintenance and replacement charges \$4.05

B. Infiltration/inflow sewer use charge. Each user, in addition to the proportionate flow charges in Subsection A herein, shall pay an annual charge for his or her proportionate share of operation and maintenance for extraneous flows caused by infiltration and inflow. A separate charge shall be paid for each dwelling unit or each commercial, industrial or other facility receiving sewer service. Twenty percent of the flows to ELSA from its users are deemed caused by such extraneous flows. The infiltration/inflow charge shall be calculated by the Township based upon the number of dwelling units or commercial, industrial and other facilities receiving service. The infiltration/inflow sewer usages charge commencing January 1, 2023, will be \$150.

C. Rate charges for unmetered premises. Charges for sewer service for premises without metered sewer or water connections, based upon an estimated annual water consumption of 6,400 cubic feet. Applying the proportionate flow sewer charge in Ewing Code §300-8A, the annual charge commencing January 1, 2023, will be as follows:

(1) Each family, dwelling or commercial facility with a complement of five or fewer fixtures shall pay annually: \$246.40

(2) For each additional fixture over the complement of five, the user shall pay an additional: \$59.80

(3) Each user shall also pay, for each laundry tub or automatic washing machine in excess of two, an additional: \$59.80

(4) When more than one family uses the same complement of fixtures, or where individual fixtures are used in common by more than one family, the charge will be determined by multiplying the aforesaid rates or charges by the number of families using the fixtures.

(5) Each family, dwelling or commercial facility shall also pay the annual infiltration/inflow sewer use charge.

2. The resolution shall be effective as of the effective date of the Ordinance known as “An Ordinance Amending the Revised General Ordinances of the Township of Ewing to Establish Ranges for Sewer Rates and Charges.”

IT IS SO RESOLVED.

Certification:

I, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

Susan Bate, RMC
Deputy Municipal Clerk

THE TOWNSHIP OF EWING

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A RESOLUTION APPOINTING BROWN & BROWN METRO FOR PROFESSIONAL RISK MANAGEMENT CONSULTING SERVICES PURSUANT TO THE REQUIREMENTS OF THE GARDEN STATE MUNICIPAL JOINT INSURANCE FUND AS A NON-FAIR AND OPEN CONTRACT

Resolution #23R- WHEREAS, the Township is a member of the Garden State Joint Insurance Fund; and

WHEREAS, the Township has determined professional risk management consulting services are required under the bylaws of the Garden State Municipal Joint Insurance Fund ("Fund") and pursuant to N.J.S.A. 40A:10-36 and -38.13; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a), underwriting services are an extraordinary unspecifiable service for which the solicitation of bids is not required; and

WHEREAS, Brown & Brown is the 7th largest insurance intermediary in the nation, and employs a highly decentralized model with 160 offices nationwide, allowing it to provide client specific and industry specific needs on a localized basis, yet able to utilize its national resources to provide efficient services; and

WHEREAS, the Township desires to contract with Brown & Brown Metro to provide professional risk management consulting services as delineated in the attached agreement and pursuant to N.J.S.A. 40A:10-38.13; and

WHEREAS, the municipality authorizes the Fund to pay its consultant as a fee for compensation rendered, an amount equal to 5% of Ewing's annual assessment as promulgated by the Fund, in accordance with N.J.S.A. 40A:10-38.13 and the bylaws of the Fund and for any coverages placed outside of the Fund, Brown & Brown will receive as compensation the normal brokerage commissions to be paid by the insurance company; and

WHEREAS, the fees to be paid to Brown & Brown as a result of this contract by the Fund or other insurers may exceed \$17,500.00; and

WHEREAS, this contract will be conditioned upon the completion and submission of a Business Entity Disclosure Certification that certifies that it has not made any reportable contributions to a political candidate or joint candidate committee in the Township of Ewing in the previous year that, pursuant to P.L. 2004, c. 19 and Ordinance 06-26 would bar the award of the contract, and that the contract will prohibit the business entity from making any reportable contributions through the term of the Contract.

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

1. The Township is hereby authorized to enter into a contract with Brown & Brown Metro for professional risk management consulting services beginning as of January 1, 2023 and ending December 31, 2023 as set forth herein.
2. The Mayor is authorized to execute such contracts and documents as are necessary to effectuate this award.

IT IS SO RESOLVED.

Certification:

I, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

**Susan Bate, RMC
Deputy Municipal Clerk**



GARDEN STATE MUNICIPAL JIF
Risk Management Consultant Agreement

THIS AGREEMENT entered into this 1st day of January 2023 between Township of Ewing (hereinafter referred to as MUNICIPALITY) and Brown & Brown Metro, LLC (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the MUNICIPALITY professional risk management consulting services as required in the bylaws of the **GARDEN STATE MUNICIPAL JOINT INSURANCE FUND** for the Fund year January 1, 2023 to December 31, 2023, and pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A:10-36) and;

WHEREAS, the MUNICIPALITY desires these professional services pursuant to the resolution adopted by the Insurance Commission of the MUNICIPALITY at a meeting held on 2/10/2023 and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the MUNICIPALITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the MUNICIPALITY in understanding the various coverages available from the **GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**.
 - c) Review with the MUNICIPALITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the MUNICIPALITY's authorization, place such as coverages outside the FUND.
 - d) Assist the MUNICIPALITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being



GARDEN STATE MUNICIPAL JIF

Risk Management Consultant Agreement

understood that this Agreement does not include any appraisal work by the CONSULTANT.

- e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the MUNICIPALITY.
 - f) Review the MUNICIPALITY's assessment as prepared by the FUND and assist the MUNICIPALITY in the preparation of its annual insurance budget.
 - g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) Municipal safety committee meeting per annum to promote the safety objectives and goals of the MUNICIPALITY and the FUND.
 - h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
 - i) Perform any other risk management related services required by the FUND's bylaws.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- a) The MUNICIPALITY authorizes the FUND to pay its CONSULTANT a fee as compensation for services rendered, an amount equal to 5% of the MUNICIPALITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the MUNICIPALITY's assessment.
 - b) For any insurance coverages authorized by the MUNICIPALITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
 - c) **POLITICAL CONTRIBUTIONS.** This section only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44a-20.4 et. seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in



GARDEN STATE MUNICIPAL JIF
Risk Management Consultant Agreement

the one year period preceding the date that this contract is legally authorized that neither the SERVICE PROVIDER business entity nor persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44a-1 et. seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44a-3(p), (q) and (r) of any member local unit insured by the FUND. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this contract.

3. The term of this agreement shall be for **1 (one) year**. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.
4. **AFFIRMATIVE ACTION.** During the performance of this agreement, the CONSULTANT agrees as follows:
 - a) The CONSULTANT, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The CONSULTANT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Compliance Officer setting forth provisions of this nondiscrimination clause;



GARDEN STATE MUNICIPAL JIF
Risk Management Consultant Agreement

- b) The CONSULTANT where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c) The CONSULTANT, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the CONSULTANT's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The CONSULTANT, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The CONSULTANT agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f) The CONSULTANT agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g) The CONSULTANT 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 decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.



GARDEN STATE MUNICIPAL JIF

Risk Management Consultant Agreement

- h) The CONSULTANT agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

- i) The CONSULTANT shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

DocuSigned by:

 886781951F324D8...

 Township of Ewing

 Fund Commissioner

 Attest:

DocuSigned by:

 5567C5C6C08044Z...

 Risk Manager

Bob Gemmell

 Risk Manager Name

2/10/2023

 Date

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



Phone: (609) 883-2900
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A RESOLUTION REJECTING ALL BIDS RECEIVED IN RESPONSE TO THE TOWNSHIP'S REQUEST FOR PROPOSAL FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF TWO (2) PUBLIC SWIMMING POOLS LOCATED IN THE TOWNSHIP OF EWING, INCLUDING THE PROVISION OF QUALIFIED LIFEGUARDS, FOR THE 2023 SUMMER SWIM SEASON

Resolution #23R- WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, the Township of Ewing (the "Township") solicited bids for the award of a contract for the management, operation, and maintenance of two (2) public swimming pools located in the Township of Ewing, including the provision of qualified lifeguards for the 2023 summer swim season; and

WHEREAS, on February 8, 2023, the Township received two (2) bids in response to said solicitation; and

WHEREAS, the Township received a bid from USA Management, 1595 Peachtree Parkway, Suite 204-344, Cumming, GA 30041, in the amount of \$138,490 for the pool portion of the bid, \$29.50 for the lifeguard hourly wage portion of the bid and \$138,490 for the alternate pricing portion of the bid and American Pool, 1040 South Route 73, Berlin, NJ 08009, in the amount of \$196,533 for the pool portion of the bid, \$22.00 for the lifeguard hourly wage portion of the bid and there was no amount provided for the alternate pricing portion of the bid; and

WHEREAS, both bids received were noncompliant with the terms of the bid which specified a not to exceed figure for the lifeguard hourly wage of \$20/hour; and

WHEREAS, both bids were in excess of the Township's estimate and budgeted amount for the contract; and

WHEREAS, both bids, having failed to comply with a mandatory pricing term were materially noncompliant, which noncompliance is incapable of waiver by the governing body, and are subject to mandatory rejection;

WHEREAS, pursuant to N.J.S.A. 40A:11-13.2 the Township may reject all bids where, among other reasons, the lowest bid substantially exceeds the cost estimates for the requested work, as well as the allocated funds for such work; and

WHEREAS, the Township recommends the rejection of all bids.

NOW THEREFORE, BE IT RESOLVED, by the Ewing Township Council that the Township hereby rejects all bids received in response to the Township's bid solicitation for the management, operation, and maintenance of two (2) public swimming pools located in the Township of Ewing, including the

provision of qualified lifeguards for the 2023 summer swim season and authorizes the Township to rebid the project as appropriate.

IT IS SO RESOLVED.

Certification:

I, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

**Susan Bate, RMC
Deputy Municipal Clerk**

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



Phone: (609) 883-2900
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A RESOLUTION AUTHORIZING THE SECOND AND FINAL ONE-YEAR EXTENSION OF THE SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF EWING AND AMERICAN POOL TO MANAGE, OPERATE AND MAINTAIN TWO (2) PUBLIC SWIMMING POOLS LOCATED IN THE TOWNSHIP OF EWING, INCLUDING THE PROVISION OF QUALIFIED LIFEGUARDS, FOR THE 2023 SUMMER SWIM SEASON, IN AN AMOUNT NOT TO EXCEED \$139,692.00

Resolution #23R- WHEREAS, the Township of Ewing (the "Township") has a need for a vendor to manage, operate and maintain two (2) public swimming pools located in the Township for the 2023 summer swim season, specifically the Ewing Senior & Community Center Pool ("ESCCP"), located at 999 Lower Ferry Road, Ewing, NJ 08628, and the Hollowbrook Community Center Pool ("HCCP"), located at 320 Hollowbrook Drive, Ewing, NJ 08638 (collectively referred to as the "Ewing Pools"), and also provide qualified lifeguard personnel to provide safety and supervision at the Ewing Pools (hereinafter referred to as "Pool Services"); and

WHEREAS, by Resolution #21R-71, adopted on April 13, 2021, the Township authorized a one-year contract, with two (2) one-year options to renew, to American Pool, 1040 S. Route 73, Berlin, NJ 08099, for Pool Services, in an amount not to exceed \$139,692.00, based on the terms of the Request for Bids and American Pool's response thereto; and

WHEREAS, by Resolution #22R-40 the Township exercised the first of its two (2) one-year options for extension; and

WHEREAS, the Township desires to continue its contract with American Pool for Pool Services by exercising the second of its two (2) one-year options for extension for the 2023 Summer Swim Season; 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 exercises the second and final of its two (2) one-year options for extension of its contract with American Pool to Manage, Operate and Maintain Two (2) Public Swimming Pools Located in the Township of Ewing, including the Provision of Qualified Lifeguards, for the 2023 Summer Swim Season, in an amount not to exceed \$139,692.00.

2. The Mayor and Clerk are authorized to execute all necessary documents to effectuate this award.

IT IS SO RESOLVED.

Certification:

I, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

**Susan Bate, RMC
Deputy Municipal Clerk**

TOWNSHIP OF EWING
Chief Financial Officer Certification #2023-2-4

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 2023 Municipal Budget for two months under the following account(s):

10555601 – Community Swimming Pools
\$139,692.00

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

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



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A RESOLUTION AWARDING RICHARD T. BARRETT PAVING CO., A CONTRACT IN THE AMOUNT OF \$635,488.35 FOR THE 2022 ROAD IMPROVEMENT PROGRAM

Resolution #23R- WHEREAS, the Township of Ewing (the "Township") requires improvements to various roadways located in the Township; and

WHEREAS, the roadways to be improved are Dunmore Avenue, Berwyn Avenue (from Parkway Avenue to Homan Avenue), Hillcrest Avenue (from Parkway Avenue to Homan Avenue), Woodhampton Road, Irvin Street, Bunkerhill Road (from Federal City Road to Lawrence Border), and Walton Avenue – ADA Curb Ramps only; and

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

WHEREAS, on February 8, 2023, the Township received seven (7) bids in response to a Request for Bids ("RFB") for the 2022 Road Improvement Program; and

WHEREAS, the bids received were in the amount of \$635,488.35 from Richard T. Barrett Paving Co., 400 Prospect Street, Trenton, NJ 08618; \$704,370.04 from S&G Paving, Inc., 224C Forsgate Drive, Jamesburg, NJ 08831; \$718,754.77 from MECO, Inc., PO Box 536, Clarksburg, NJ 08810; \$749,794.62 from Blackrock, 1316 Englishtown Road, Old Bridge, NJ 08857; \$775,913.13 from Earle, 1800 Route 34, Building 2, Suite 205, Wall, NJ 07719; \$979,362.97 from Top Line, 22 5th Street, Somerville, NJ 08876; and \$1,687,288.40 from Diamond Construction, 35 Beaverson Blvd., Suite 12C, Brick, NJ 08723; and

WHEREAS, the bid in the amount \$635,488.35 from Richard T. Barrett Paving Co., was found to be a responsive and responsible bid that met all the minimum bid requirements; and

WHEREAS, Remington & Vernick Engineers, Inc. ("Engineers") tabulated the bids received on February 8, 2023, and issued a "Recommendation to Award" the contract for the 2022 Road Improvement Program in the amount \$635,488.35 to Richard T. Barrett Paving Co., as the lowest responsible bidder; and

WHEREAS, the Township recommends award of the contract in the amount \$635,488.35 to Richard T. Barrett Paving Co., as the lowest responsible bidder; 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 authorized to award a contract to Richard T. Barrett Paving Co. in the amount of \$635,488.35 for the 2022 Road Improvement Program.

2. The Mayor is authorized to execute all necessary documents to effectuate this award.

IT IS SO RESOLVED.

Certification:

I, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

**Susan Bate, RMC
Deputy Municipal Clerk**

TOWNSHIP OF EWING
Chief Financial Officer Certification #2023-2-3

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 General Capital Fund under the following accounts:

Ord 2022-13 Various Improvements
#305692903 – 2022 Road Improvement Program
TOTAL - \$635,488.35

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 22nd day of February 2023


Joanna K. Mustafa, CMFO

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 WESTON & SAMPSON ENGINEERS, PC A CONTRACT IN THE AMOUNT OF \$48,500.00 FOR DESIGN SERVICES FOR THE RECONSTRUCTION OF THE POOLS AT THE EWING SENIOR COMMUNITY CENTER

Resolution #23R- WHEREAS, the Township of Ewing ("Township") requires the services of a contractor to provide design services for the reconstruction of the pools at the Ewing Senior Community Center ("ESCC") pursuant to the provisions of plans and specifications, and all addenda, issued by the Township, or its Engineer; and

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

WHEREAS, on February 16, 2023, the Township received two (2) bids in response to a Request for Proposals ("RFP") for Design Services for the Reconstruction of the Ewing Senior and Community Center's Pools; and

WHEREAS, the Township received a bid from Aquatic Facility Design, 183 Moore Street, Millersburg, PA 17061 in the amount of \$72,000 and a bid from Weston & Sampson, PC, 55 Walkers Brook Drive, Suite 100, Reading, MA 01867 in the amount of \$48,500; and

WHEREAS, the bid in the amount of \$48,500.00 from Weston & Sampson Engineers, PC was found to be a responsive and responsible bid that met all the minimum bid requirements; and

WHEREAS, Remington & Vernick Engineers, Inc. ("Engineers") tabulated the bids received, and on ___ issued a "Recommendation to Award" the contract for Design Services for the Reconstruction of the Ewing Senior and Community Center's Pools to Weston & Sampson Engineers, PC in the amount of \$48,500.00 as the lowest responsible bidder; and

WHEREAS, the Township recommends award of the contract for Design Services for the Reconstruction of the Ewing Senior and Community Center's Pools in the amount of \$48,500.00 to Weston & Sampson Engineers, PC as the lowest responsible bidder; 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 authorized to award a contract to Weston & Sampson Engineers, PC in the amount of \$48,500.00 for Design Services for the Reconstruction of the Ewing Senior and Community Center's Pools.

2. The Mayor is authorized to execute all necessary documents to effectuate this award.

IT IS SO RESOLVED.

Certification:

I, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

**Susan Bate, RMC
Deputy Municipal Clerk**

TOWNSHIP OF EWING
Chief Financial Officer Certification #2023-2-5

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

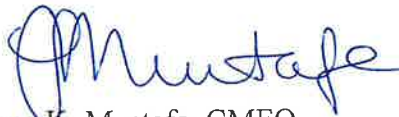
That funding is available via various funding sources in the General Capital Fund under the following accounts:

Ord 2022-20 ESCC Pool Improvements
#305693001- ESCC Pool Improvements
TOTAL - \$48,500

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 22nd day of February 2023



Joanna K. Mustafa, CMFO

THE TOWNSHIP OF EWING

Municipal Complex
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A RESOLUTION AUTHORIZING THE DONATION, RECYCLING OR DISPOSAL OF PROPERTY OF NOMINAL VALUE

Resolution #23R- WHEREAS, the Township is in possession of property as identified in the schedule of obsolete property attached hereto that is no longer usable and has reached the end of its useful life; and

WHEREAS, the Fire Director of the Township has recommended disposal of said property which is presently being stored on-site at Fire Station 30; and

WHEREAS, the Fire Director has determined that such property is of little or no value and recommends that said property either be donated, recycled or disposed of; and

WHEREAS, said property is not needed for public purposes;

NOW, THEREFORE, BE IT RESOLVED by Township Council of the Township of Ewing that the Fire Director is hereby authorized to donate, recycle or dispose of the obsolete property as set forth on the attached schedules as he deems appropriate in his discretion.

IT IS SO RESOLVED.

Certification:

I, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

**Susan Bate, RMC
Deputy Municipal Clerk**

Unusable / Unrepairable Equipment - Station 30

| Quantity | Item(s) | Description | ID# | Status | Disposition |
|-----------------|--------------------------------------|--------------------|------------|----------------|-----------------------|
| 3 | Traffic Safety Vests (Various Sizes) | Green/Orange | N/A | Unusable | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 651 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 708 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 702 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 653 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 656 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 654 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 709 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 667 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 712 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 711 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 652 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 670 | No Longer Used | Disposal |
| 1 | TPASS 3 Audible Devices | Green | 703 | No Longer Used | Disposal |
| 1 | Hoover Guradsman Commercial Vacuum | Upright | N/A | Unusable | Disposal |
| 1 | SCOTT Voice Amplifier | Black | 09082816 | Unusable | Disposal |
| 1 | SCOTT Voice Amplifier | Black | 04091248 | Unusable | Disposal |
| 1 | Phillips HeartStart FR2+ AED | Red | 0804137547 | Unusable | Trade-In on New AED's |
| 1 | Phillips HeartStart FRX AED | Red | B10B-00809 | Unusable | Trade-In on New AED's |
| 1 | Agilent HeartStream FR2 AED | Red | 0801041378 | Unusable | Trade-In on New AED's |
| 1 | Phillips HeartStart | Red | B10H-00956 | Unusable | Trade-In on New AED's |
| 1 | Phillips HeartStart | Red | 1207078304 | Unusable | Trade-In on New AED's |
| 1 | Phillips HeartStart FR2 AED | Red | 0905167912 | Unusable | Trade-In on New AED's |
| 1 | Phillips HeartStart FR2 AED | Red | 0302056581 | Unusable | Trade-In on New AED's |

THE TOWNSHIP OF EWING

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A RESOLUTION AUTHORIZING THE DONATION OF FIRE EQUIPMENT NO LONGER USABLE FROM PROSPECT HEIGHTS VOLUNTEER FIRE COMPANY NO. 1 TO THE HUNTERDON COUNTY EMERGENCY SERVICES TRAINING CENTER IN EXCHANGE FOR TRAINING OF TOWNSHIP FIREFIGHTERS AT NO COST

Resolution #23R- WHEREAS, the Township is in possession of property as identified in the schedule of obsolete property attached hereto that is no longer usable and has reached the end of its useful life; and

WHEREAS, the Chief of Prospect Heights Volunteer Fire Company No. 1 has recommended the donation of said property which is presently being stored on-site at 1660 Ninth Street in Ewing, NJ; and

WHEREAS, the Chief of Prospect Heights has determined that such property is of little or no value and recommends that said property be donated to the Hunterdon County Emergency Services Training Center in exchange for training of our township firefighters at no cost; and

NOW, THEREFORE, BE IT RESOLVED by Township Council of the Township of Ewing that the Chief of Prospect Heights Volunteer Fire Company No. 1 is hereby authorized to donate the attached schedule of obsolete property to the Hunterdon County Emergency Services Training Center in exchange for training of our township firefighters at no cost.

IT IS SO RESOLVED.

I, Susan Bate, Deputy 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 28th day of February 2023.

SEAL

**Susan Bate, RMC
Deputy Municipal Clerk**

| PROSPECT HEIGHTS FIRE CO. EQUIPMENT COMING OFF INVENTORY | | | |
|--|--------------------------------|-------------------|-----------------------|
| DONATION TO HCESTC | | TRANSFERRED TO 33 | |
| QTY | ITEM | QTY | ITEM |
| 4 rolls | 100 ft of 1.75 fire hose RED | 1 | Truck man hand tool |
| 4 rolls | 50 ft of 1.75 fire hose YELLOW | 1 | Pick head axe |
| 4 | 50 ft of 2.5 fire hose ORANGE | 1 | Fiberglass Z hook |
| 1 | Truck man hand tool | 1 | Duckbill lock breaker |
| 1 | Wet chem FX | | |
| 1 | Fiberglass wedge tool | | |
| 1 | Officer tool | | |
| 1 | Neon hook | | |
| 1 | Flare stands | | |
| 2 | 1.75 nozzles | | |
| 1 | Class D FX | | |
| 1 | Telescope ladder | | |
| 1 | Hux bar | | |
| 1 | Staple kit | | |
| 1 | Duckbill lock breaker | | |
| 1 | Mini officer tool | | |
| 1 | Raytek heat gun | | |
| 1 | 6 foot fiberglass pike pole | | |
| 1 | 8 foot fiberglass pike pole | | |
| 1 | 12 foot fiberglass pike pole | | |
| 1 | Slide hammer | | |
| 1 | Claw tool | | |
| 1 | Closet hook | | |
| 1 | Telescope ladder | | |
| 1 | Roto split tool | | |
| 1 | Cellar nozzle pipe attachment | | |
| 1 | Large strap cutter | | |
| 1 | T head bar | | |
| 1 | Escape pak | | |

HCESTC = Hunterdon County Emergency Services Training Center

Items that were listed originally but given to Station 33 have been subtracted or deleted. (Ex. Originally, 2 Truck man hand tools were listed for donation. Station 33 now has 1.)