

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

ORDINANCE NO. 23-

1st Reading 4-11-23

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 FOR THE CALENDAR YEAR 2023 TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

First Reading

| MEMBER | AYE | NAY | ABS | NV | RES | SEC |
|---------------|-----|-----|-----|----|-----|-----|
| Baxter | | | | | | |
| Keyes-Maloney | | | | | | |
| Schroth | | | | | | |
| Steward | | | | | | |
| Wollert | | | | | | |

Second Reading

| MEMBER | AYE | NAY | ABS | NV | RES | SEC |
|---------------|-----|-----|-----|----|-----|-----|
| Baxter | | | | | | |
| Keyes-Maloney | | | | | | |
| Schroth | | | | | | |
| Steward | | | | | | |
| Wollert | | | | | | |

By _____ Date _____ Accepted _____ Rejected _____
Mayor

Reconsidered
By Council _____ Override Vote YEA _____ NAY _____

President of the Council

Municipal Clerk

TOWNSHIP OF EWING
ORDINANCE NO. 23-

AN ORDINANCE FOR THE CALENDAR YEAR 2023 TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township of the Ewing in the County of Mercer finds it advisable and necessary to increase its CY 2023 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township Council hereby determines that a 3.5 % increase in the budget for said year, amounting to \$433,967.49 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget, shall be retained as an exception to final appropriations in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the township of Ewing in the County of Mercer, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the Township of Ewing shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,518,886.21, and that the CY 2023 municipal budget for the Township of Ewing be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

STATEMENT

This Ordinance permits an increase in the Municipal Budget to 3.5% over the previous year's final in cap appropriations and to establish a CAP bank in accordance with law.

TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY

ORDINANCE NO. 23-

AN ORDINANCE AMENDING CHAPTER 325, STREETS AND SIDEWALKS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, TO ADD ARTICLE VI, CONSTRUCTION OR REPAIR OF SIDEWALKS.

WHEREAS, Township of Ewing (the "Township") is charged with establishing and maintaining safe passage and safe conditions within the Township; and

WHEREAS, the Township previously amended Chapter 325, Streets and Sidewalks, and inadvertently removed reference to construction and repair of sidewalks; and

WHEREAS, construction officials have reviewed the current Chapter 325, Streets and Sidewalks, and have recommended amendments to the ordinance regarding construction and repair of sidewalks; and

WHEREAS, the Township and its Construction Office has an obligation to oversee the construction, maintenance, and repair of sidewalks for the good of residents; and

WHEREAS, the Township accepts the recommendation of the Township's Construction Office and wishes to reinstate the prior ordinance language regarding construction and repair of sidewalks.

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 325, STREETS AND SIDEWALKS, Article VI, CONSTRUCTION OR REPAIR OF SIDEWALKS, is hereby added as follows:

§ 325-24 Construction or repair of sidewalks.

A. Maintenance and repair of sidewalks. All sidewalks within the Township shall be maintained in good repair and non-dangerous condition. It shall be the joint and several responsibility of the property owner and occupant(s) to maintain the sidewalks in good repair and non-dangerous condition as defined herein.

(1) Good repair period a sidewalk is in good repair if it is one that does not have:

(a) Any surface crumbling;

(b) Cracks wider than one (1) inch;

(c) Holes, pits or other spaces in which an average person could trip and fall; or

(d) Any other defects which could cause a hazard to persons walking thereon.

(2) Dangerous condition. Sidewalk is in dangerous condition if it has:

(a) Any surface crumbling;

(b) Cracks wider than one inch;

(c) Holes, pits or other spaces in which an average person could trip and fall; or

(d) Uneven adjacent surfaces, commonly known as "rising" or "shifting", in excess of one (1) inch; or

(e) Any other defects which could cause a hazard to persons walking thereon.

B. Duty to repair. It shall be the joint and several duty of the property owner and occupant(s) to repair or replace any sidewalk which is in a dangerous condition or not in good repair.

C. Failure to repair. Should any property owner and/or occupant fail to repair or replace any sidewalk which is dangerous or not in good repair, the Director of Public Works, or designee, may order the property owner and/or occupant to repair or replace the sidewalk. If the property owner and/or occupant fails to repair or replace the sidewalk within 30 days of receiving written notice to do so, the Township may repair or replace the sidewalk and assess the costs to the owner's tax bill.

D. Notice to repair.

(1) The Director of Public Works, or designee, shall notify each property owner and occupant of property with sidewalks needing repair, either by certified mail or personal service, that the sidewalk must be repaired. The notice shall contain a description of the property affected sufficient to identify it, description of the repairs required, and a statement that, unless the owner completes the repairs within 30 days after service of this notice, the Township will complete the repairs at the expense of the owner, and a lien will be placed upon the property. The cost incurred by the Township for such repairs shall be certified by the Director of Public Works to the Tax Collector, who shall examine such certificate and cause the cost as certified be charged against the lands abutting or bordering such sidewalk. The amount so charged shall forthwith become a lien on such lands, and shall be added to and become a part of the taxes then next to be assessed and levied upon such lands, and shall be collected and enforced according to law. Any owner against whom any assessment shall be made by reason of this article may pay said assessment forthwith or may pay the same, at his/her/their option, in five equal annual installments, each installment to bear interest at the rate of 8% per annum. Each installment shall fall due annually at the same time the assessment for local taxes upon real estate falls due and shall be collected by the Tax Collector upon notice sent out by the Collector for a local real estate taxes. The first installment shall be payable on the first day of February next after the work upon the property has been completed and the report of the cost thereof reported and certified as provided herein.

(2) If the owner is unknown or for any reason service cannot be made by certified mail, the notice shall be published in a newspaper at least once, not less than 30 days before the repairs are made.

E. No duty on Township of Ewing. nothing herein shall be construed to create a duty for the Township to inspect, fix, repair or otherwise maintain any sidewalk

F. Permit required. No person shall construct, reconstruct or substantially repair any sidewalk, curb or gutter on any public street of the Township of Ewing without obtaining a permit from the Superintendent of Roads. The work shall be done in strict conformity with the Township specifications and grades and line of the Township Engineer for curbs and sidewalks.

G. Fee required. The fees for permits granted under the provisions of this section shall be as set forth in Chapter 172, Fees.

H. Separate permits.

(1) A separate permit for the performance of any work under the provisions of this section shall be issued for each law, tract or parcel of land in front of or along which such work is to be done; provided, however, that where two (2) or more lots, tracts or parcels of land actually adjoin and are owned by the same persons, a single

permit may be issued to embrace the same (covering not more than 100 lineal feet for each permit).

(2) A separate permit shall be required for the performance of work under the provisions of this section for each opening or driveway when all the land owned by the applicant shall extend more than 100 lineal feet.

(3) This section shall not apply to any construction in connection with a major subdivision.

Section 2 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 3 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 4 Effective Date. This ordinance shall take effect upon final adoption and publication in accordance with law.

**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 421 ANIMAL SLAUGHTERING AND PROCESSING FACILITIES, SECTIONS 1, 15 and 16.

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 421 ANIMAL SLAUGHTERING AND PROCESSING FACILITIES, SECTIONS 1, 15 and 16.

WHEREAS, the Township of Ewing (the "Township") is empowered to enact and amend ordinances for the general health and welfare of the municipality and its residents; and

WHEREAS, the Township is desirous of amending Chapter 421, Sections 1, 15, and 16 of the General Ordinances of the Township of Ewing due to public health concerns regarding slaughterhouses; and

WHEREAS, when red meat animals are slaughtered for consumption, the US Department of Agriculture must inspect the slaughterhouse(s) and additional requirements are imposed by the federal government; and

WHEREAS, the Township is desirous of eliminating the potential for the slaughtering of large animals within the Township due to public health concerns; and

WHEREAS, the Township Health Department recommends the proposed changes and has determined that said amendments are in the best interest of the Township and its residents; 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 421, ANIMAL SLAUGHTERING AND PROCESSING FACILITIES, is hereby amended as follows:

§ 421-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ANIMAL

Includes and only includes poultry; and rabbits, ~~goats, and sheep~~ that are raised for human consumption. The term shall not include any animals not explicitly identified, including but not limited to ~~goats, sheep,~~ cattle, swine and deer.

ANIMAL SLAUGHTERING AND PROCESSING FACILITY

A food establishment occupied or used for the slaughtering, dressing, or eviscerating of live poultry; and rabbits, ~~goats, and sheep~~ to be offered for wholesale or retail use, either for profit or not for profit, or any place wherein a similar operation is conducted, including all detached buildings or rooms under the control of the operator of such establishment and used in any capacity in connection with the operation of such establishment.

HEALTH OFFICER

The Health Officer of the Board of Health or any of ~~his~~ their duly authorized representatives.

NOTICE OF CLOSURE

A public notice posted by the Health Officer at the public entrance of a premises wherein an animal slaughtering and processing facility is operated and that results in the immediate closure of the establishment and the discontinuance of all operations, by order of the Health Officer, because of violations of applicable federal, state, and local regulations, orders, embargos, or quarantines.

OFFAL

Refuse, trash, wastes, and butchered animal parts, including those which are not considered edible.

PERSON IN CHARGE

The individual present at an animal slaughtering and processing facility who is responsible for the operation at the time of inspection.

POULTRY

Any domesticated bird (chickens, turkeys, ducks, geese, or guineas) and any migratory waterfowl, game bird, or squab, such as pheasant, partridge, quail, grouse, or guineas, that has been raised for human consumption. The term shall not include ratites.

PREMISES

The animal slaughtering and processing facility's building, its contents, and the contiguous land or property under the control of the licensee.

RATITE

A flightless bird such as an emu, ostrich, or rhea.

§ 421-15 Inspections; right of entry.

- A. The Health Officer may inspect all animal slaughtering and processing facilities as often as ~~he~~ the Health Officer deems necessary.
- B. The Health Officer, after proper identification, shall be permitted to enter, at any reasonable time, upon any private or public property within the Township where animal slaughtering and processing facilities are operated for the purpose of determining compliance with the provisions of this chapter. The licensee or person in charge of the animal slaughtering and processing facility location shall make provisions for the Health Officer to have access, either in company with an employee or otherwise, to all portions of the premises.

§ 421-16 Revocation of license; closure.

- A. The Health Officer or his designee may revoke and remove the license for or suspend operations of an animal slaughtering and processing facility at any time and summarily order the establishment closed when, in the opinion of the Health Officer or ~~his~~ their designee, such action is necessary to abate an existing or threatened menace to public health.
- B. The Health Officer or ~~his~~ their designee shall post a notice of closure at the public entrance of the establishment where it may be visible to the public. The notice of closure shall remain posted until removed by the Health Officer or ~~his~~ their designee. No person shall conceal or mutilate any notice of closure or remove it except by permission of the Health Officer.
- C. In summarily ordering an establishment closed, the Health Officer or ~~his~~ their designee may request assistance from public safety officers of the Township. Immediate closure shall be in addition to and shall supplement any other penalty or remedy that may be authorized by N.J.A.C. 8:24-1.1 et seq., or the Code of the Township, as the same may be from time to time amended and supplemented.
- D. A person whose license has been revoked shall close the establishment and request all patrons to vacate the premises.
- E. A person whose license has been revoked shall have the right to apply to the Township to reinstate that license pursuant to this code's appeal procedures.

Section 2 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 3 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 4 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.org

RESOLUTION OF EMERGENCY TEMPORARY APPROPRIATION

Resolution #23R- WHEREAS, the Township is expected to make payments prior to the adoption of the 2023 budget and no provision has been made in the 2023 temporary budget, adopted on the 10th January, 2023 for the aforesaid purposes, and

WHEREAS, N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for said purpose, and

WHEREAS, the total emergency temporary appropriation resolutions adopted in 2023 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$13,033,000.86

NOW, THEREFORE, BE IT RESOLVED, that on this the 11th day of April 2023 it is by the Municipal Council of the Township of Ewing, County of Mercer, in the State of New Jersey that in accordance with the provisions of N.J.S.A 40A:4-20:

Emergency temporary appropriations be and the same are hereby made in the amount of \$2,798,000 as follows:

| | | |
|--------------------------|-----|-----------|
| Mayor and Council | S/W | 4,800.00 |
| Municipal Clerk | S/W | 17,000.00 |
| General Administration | O/E | 20,000.00 |
| General Administration | S/W | 28,000.00 |
| Information Technology | S/W | 40,000.00 |
| Information Technology | O/E | 25,000.00 |
| Financial Administration | S/W | 20,000.00 |
| Tax Assessment | O/E | 8,000.00 |
| Tax Assessment | S/W | 22,000.00 |
| Tax Collection | S/W | 20,000.00 |

| | | |
|-------------------------|-----|------------|
| Buildings & Grounds | O/E | 15,000.00 |
| Buildings & Grounds | S/W | 80,000.00 |
| Legal Services | O/E | 65,000.00 |
| Planning Board | S/W | 8,000.00 |
| Zoning Board | S/W | 1,000.00 |
| Employee Insurance | O/E | 500,000.00 |
| Police Dept, | O/E | 20,000.00 |
| Police Dept, | S/W | 650,000.00 |
| Office Emerg. Mgmt | S/W | 200.00 |
| Emergency Med. Services | S/W | 40,000.00 |
| Fire Dept, | S/W | 100,000.00 |
| Fire Inspector | S/W | 28,000.00 |
| Housing | S/W | 12,000.00 |
| Streets & Roads | S/W | 55,000.00 |
| Streets & Roads | O/E | 20,000.00 |
| Vehicle Maintenance | O/E | 25,000.00 |
| Vehicle Maintenance | S/W | 24,000.00 |
| Landfill Services | O/E | 280,000.00 |
| Public Health | S/W | 45,000.00 |
| Animal Control | O/E | 10,000.00 |
| Op. Animal Shelter | O/E | 15,000.00 |
| Park Maintenance | O/E | 250,000.00 |
| Park Maintenance | S/W | 40,000.00 |
| ESCC | S/W | 25,000.00 |

| | | |
|---------------------------|-----|--------------|
| HCC | S/W | 10,000.00 |
| Community Pools | O/E | 52,000.00 |
| FICA/SS | S/W | 80,000.00 |
| 911/Lifeline | S/W | 43,000.00 |
| Shared Services-Recycling | O/E | 45,000.00 |
| Municipal Court | O/E | 5,000.00 |
| Municipal Court | S/W | 50,000.00 |
| | | 2,798,000.00 |

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 11th day of April 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.org

A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF EWING AND THE COUNTY OF MERCER FOR THE PROVISION OF A PUBLIC HEALTH OFFICER, PUBLIC HEALTH EDUCATOR, PUBLIC HEALTH NURSING SUPERVISOR AND ENVIRONMENTAL HEALTH SPECIALIST/LEAD INSPECTOR-RISK ASSESSOR TO OVERSEE THE FUNCTIONS OF THE TOWNSHIP'S PUBLIC HEALTH OFFICE

Resolution #23R- WHEREAS, the Township of Ewing (the "Township") is responsible by law for the protection of the public health and wishes to provide such services for its residents; and

WHEREAS, the Township and the County of Mercer (the "County") have previously entered Shared Services Agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.* for the provision of a Public Health Officer; and

WHEREAS, the Township is satisfied with the services provided by County; and

WHEREAS, the Township and the County have agreed that it is in the best interests of both parties for the County to continue to oversee the functions of the Township's Public Health Office on a month-to-month basis effective March 1st, 2023 through February 29, 2024; and

WHEREAS, the Township and the County desire to enter into a Shared Services Agreement ("Agreement") for the provision of a Public Health Officer, Public Health Educator, Public Health Nursing Supervisor and Environmental Health Specialist/Lead Inspector – Risk Assessor of the County as the corresponding positions of and for the Township for the purposes of overseeing the functions of the Township's Public Health Office, in accordance with the Local Health Services Act, N.J.S.A. 26:3A2-1 *et seq.*, and the regulations promulgated thereunder, N.J.A.C. 8:52-1, *et seq.*; and

WHEREAS, the parties to this Agreement are authorized to contract for said services pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*

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

1. The Township of Ewing is authorized to execute a Shared Services Agreement with the County of Mercer for the provision of a Public Health Officer, Public Health Educator, Public Health Nursing Supervisor and Environmental Health Specialist/Lead Inspector – Risk Assessor to oversee the functions of the Township's Public Health Office.

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

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 Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 11th day of April 2023.

SEAL

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

**SHARED SERVICE AGREEMENT
BETWEEN
TOWNSHIP OF EWING
AND COUNTY OF MERCER**

THIS AGREEMENT, is made this ___ day of _____, 2023 between the TOWNSHIP OF EWING, a municipal corporation of the State of New Jersey, with principal offices located at 2 JAKE GARZIO DRIVE, EWING, NJ 08628 (hereinafter "Township") and the COUNTY OF MERCER, a body politic of the State of New Jersey, with principal offices located at 640 SOUTH BROAD STREET, TRENTON, NJ 08650 (hereinafter "County").

THIS AGREEMENT, pursuant to the provisions of the Local Health Services Act, N.J.S.A. 36:3A2-1 et seq., shall be for the purpose of ensuring a public health program in accordance with N.J.A.C. 8:52 and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

WHEREAS, on July 16, 2020 the County and the Township entered into a Shared Services Agreement for a public health officer pursuant to the authority of N.J.S.A. 40A:65-1 et seq., for the period of March 1, 2020 through February 28, 2022 with an option to extend one (1) year, as per Resolution 2020-345; and

WHEREAS, on April 7, 2022, the County and the Township exercised the Option to Extend the Shared Services Agreement for a public health officer pursuant to the authority of N.J.S.A. 40A:65-1 et seq., for the period of March 1, 2022 through February 28, 2023, as per Resolution 2020-345; and this agreement has since expired; and,

WHEREAS, the Township and the County are responsible by law for the protection of public health and wish to provide such services for their residents; and

WHEREAS, the Township desires to continue a Shared Services Agreement with the County and designate the Public Health Officer, Public Health Educator, and Environmental Health Specialist/Lead Inspector – Risk Assessor of the County as the corresponding positions of and for the Township for the purposes of overseeing the functions of the Township's Public Health Office;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

A) Services

- (i) Public Health Officer Designation:** The Mercer County Health Officer shall be designated as the full – time Health Officer of Ewing Township to carry out a program of public health services and conformation with the Local Health Services Act, N.J.S.A. 26:3a2 – 21, et seq. The County shall provide to the Township a program to meet the activities listed below and described in the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8: 52", and shall assist the Township in accomplishing the requirements set forth in these "Practice Standards", subject to the provisions of Paragraph 5 of this Agreement.

- (ii) Public Health Educator Designation:** The Mercer Public Health Educator/Risk Communicator shall be designated as the Public Health Educator of Ewing Township to carry out a program of public health education services in conformation with the Local Health Services Act, N.J.S.A. 26:3a2-21, et. seq. The County shall provide to the Township a program to meet the Activities listed below and described in the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52", and shall assist the Township in accomplish the requirements set forth in these "Practice Standards", subject to the provisions of Paragraph 5 of this Agreement, and;
- (iii) Emergency, on-call Registered Environmental Health Specialist services, and/or Lead Inspector/Risk Assessor services:** The Mercer County Division of Health, under the Authority of the Health Officer, shall provide emergency, on-call Registered Environmental Health Specialist services, and/or Lead Inspector/Risk Assessor services to Ewing Township that conform with the Local Health Services Act, N.J.S.A. 26:3a2-21, et. seq. The County shall provide to the Township a program of services that meet the Activities listed below and described in the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52", and shall assist the Township in accomplish the requirements set forth in these "Practice Standards", subject to the provisions of Paragraph 2 of this Agreement.

B) Scope of Services

MERCER COUNTY shall directly provide the following services:

(i) Health Officer Administration

1. The Mercer County's Health Officer is designated as the full-time Health Officer and Chief Executive Officer of the Ewing Township's Health Department for all public health services and activities.
2. The Health Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.
3. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Township's municipality.
4. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, within the Township's municipality.
5. The Health Officer shall lead the investigation of public health response to emergencies, disasters and/or hazardous situations within the Township's municipality.

6. The County and its Health Officer shall respond 24/7/365 with a backup for all emergencies, disasters and/or hazardous situations.
7. To fulfill the requirements of core public health activities, along with elected activities, the County, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
8. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others, as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, and Licensure of Persons for Public Health Positions, N.J.A.C. 8:7.
9. The Health Officer shall direct all public health personnel and all public health service contracts of both the Township and the County. All present and future employees of the Township shall be under the administrative direction of the Health Officer.
10. The County Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
11. The Health Officer shall be accountable to the Township's Board of Health with respect to all public health activities pertaining to the Township's community.
12. The Health Officer shall advise and assist the Township's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
13. The Health Officer shall attend regular and special meetings of the Township's Board of Health and shall be involved with the development, and implementation of all ordinances that impact local public health services and activities.
14. The Health officer shall provide the Township and its Board of Health with monthly/quarterly performance and activity reports as agreed upon.
15. The Health Officer shall provide the Township and its Board of Health with an annual report at the close of the calendar year.

(ii) Public Health Educator

16. The Mercer County's Public Health Educator/Risk Communicator is designated as the Public Health Educator of the Ewing Township's Health Department for all public health education services and activities.
17. The Public Health Educator shall provide technical and professional services to assure the provision of core public health education services, along with any elected services, that meet the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.
18. The Public Health Educator, in coordination with the Health Officer, shall assess public health education needs, plan, organize and implement public health education activities within the Township's municipality.
19. The Public Health Educator, in coordination with the Health Officer, shall administer the local public health education program meeting the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52; within the Township's municipality.
20. The Public Health Educator, in coordination with the Health Officer, shall advise and assist the Township's Board of Health with respect to public health education activities pertaining to the Township's community.
21. The Public Health Educator, in coordination with the Health Officer, shall provide the Township and its Board of Health with monthly/quarterly education performance and activity reports as agreed upon.

(iv) **Registered Environmental Health Specialist Services**

22. The Mercer County Division of Public Health, under the authority of the Mercer County Health Officer, shall provide technical and professional services to assure the provision of core public Registered Environmental Health Specialist services that meet the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.
23. The Registered Environmental Health Specialist, in coordination with the Health Officer, shall assess public health Registered Environmental Health Specialist needs, plan, organize and implement public health Registered Environmental Health Specialist activities within the Township's municipality.
24. The Registered Environmental Health Specialist, in coordination with the Health Officer, shall administer the local public health Registered Environmental Health Specialist program meeting the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52; within the Township's municipality.

25. The Registered Environmental Health Specialist, in coordination with the Health Officer, shall respond to investigation of Registered Environmental Health Specialist response to emergencies, disasters and/or hazardous situations within the Township's municipality.
26. The Registered Environmental Health Specialist, in coordination with the Health Officer, shall advise and assist the Township's Board of Health with respect to violations of public health Sanitary Code statutes and ordinances and the compliance thereof.

(v) Lead Inspector/Risk Assessor Services

27. The Mercer County Division of Public Health, under the authority of the Mercer County Health Officer, shall provide technical and professional services to assure the provision of core public health Lead Inspector/Risk Assessor services that meet the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, and Lead Hazard Evaluation and Abatement Code, N.J.A.C. 5:17.
28. The Lead Inspector/Risk Assessor, in coordination with the Health Officer, shall assess public health Lead Inspector/Risk Assessor needs, plan, organize and implement public health Lead Inspector/Risk Assessor activities within the Township's municipality.
29. The Lead Inspector/Risk Assessor, in coordination with the Health Officer, shall administer the local public health Lead Inspector/Risk Assessor program meeting the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, and Lead Hazard Evaluation and Abatement Code, N.J.A.C. 5:17; within the Township's municipality.
30. The Lead Inspector/Risk Assessor, in coordination with the Health Officer, shall respond to investigation of Lead Inspector/Risk Assessor response to required Lead Inspection/Risk Assessment situations within the Township's municipality.
31. The Lead Inspector/Risk Assessor, in coordination with the Health Officer, shall advise and assist the Township's Board of Health with respect to violations of public health Lead Inspector/Risk Assessor statutes and ordinances and the compliance thereof.

C) Payment

In consideration for the services performed by the Mercer County employees and/or staff, the Township agrees to pay the following compensation to the County:

(i) Health Officer

* \$6,800.00 per month for a minimum of fourteen (14.0) hours per week.

* any additional hours in excess of fourteen (14.0) hours per week, the Township agrees to pay the County Ninety-six dollars and ninety cents (\$96.90) per hour

(ii) Public Health Educator

* a minimum of seven (7.0) hours per month

* Seventy-five (\$76.50) Dollars per hour for all hours worked

(iii) Registered Environmental Health Specialist

*see **Schedule A**, attached hereto and made a part hereof

(iv) Lead Inspector/Risk Assessor

*see **Schedule A**, attached hereto and made a part hereof

D) Files: All existing and new files of the Township are and will remain the sole property of the Township. Copies of files during the term of this Agreement may be in the possession of the Mercer County employees, in coordination with the Health Officer, for work purposes and will be returned to the Township upon termination of this Agreement.

E) Insurance/indemnification:

a. **Workers Compensation Insurance:** County employees will be covered by the County's worker compensation insurance policy paid for by the County, even when performing services in the Township pursuant to the terms of the within Agreement.

b. **Automobile Insurance:** The County shall be responsible for the provision of automobile insurance for its Public Health Educator and the Public Health Nursing Supervisor and/or delegated staff, which insurance shall provide coverage whenever the Public Health Educator and the Public Health Nursing Supervisor and/or delegated staff are providing services to the Township pursuant to the provisions of the within Agreement.

c. **Indemnification:** The Township agrees to indemnify, defend and hold harmless the County, their respect agents, employees, directors and officers, arising out of the Mercer County employees and/or delegated staff (pursuant to N.J.A.C. 8:52-4.2(d)) performing any activity on behalf of the Township under the terms of this Agreement. The County shall not be responsible for any claims arising out of the willful, wanton, negligent, malicious or criminal conduct of any agent or employee of the Township.

F) Public Health Priority Funds: It is understood that, the Township by virtue of the Agreement, or otherwise, may, in the future, be eligible for New Jersey Public Health Priority Fund reimbursements. It is understood that the Township shall retain all such funding received from the State of New Jersey.

G) Effective Date/Termination: This Agreement shall be effective March 1, 2023 through February 29, 2024 and operate on a month-to-month basis. Either party may terminate this Agreement by providing sixty (60) days advance written notice to the other party. The township will remain responsible for paying the compensation set forth in Section C, Payment above, to the date the termination is effective.

H) Copy:

1. A copy of this Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, N.J. 08625-0360.
2. A copy of this Agreement shall be filed with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, NJ 08625-0803.

I) Amendment: This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

J) Severability: In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

K) Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which will constitute one and the same instrument.

L) Entire Agreement: This Agreement sets forth all the promises, covenants, agreement, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

M) Further Assurances and Corrective Instruments: The authorized representatives of the County and the Township execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such other instruments as may reasonably be required for correcting any inadequate or incorrect description of the services to be provided or to correct any inconsistent or ambiguous term hereof.

N) Headings: The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

O) Non Waiver: It is understood and agreed that nothing which is contained in the Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

P) Governing Law: The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

Q) Contacts: For all issues related to this Agreement, notice shall be given to:

1. As to the County:
Director of Human Services or County Counsel
640 South Broad Street

Trenton, NJ 08650

2. As to the Township:
Business Administrator

R) Effective Date: This Agreement shall be effective upon the signature on this document by all parties, as authorized by the applicable Resolutions passed by the governing bodies of both the County and the Township.

IN WITNESS WHEREOF, on the date first aforesaid, the parties hereto have affixed their signatures:

ATTEST

COUNTY OF MERCER

Jerlene H. Worthy, Clerk
Board of County Commissioners

Brian M. Hughes
County Executive

Dated: _____, 2023

ATTEST

TOWNSHIP OF EWING

Kim Macellaro, RMC, CMC
Municipal Clerk

Bert H. Steinmann, Mayor

Dated: _____, 2023

Dated: _____, 2023

Addendum A:

List of Mercer County Division of Public Health Emergency, on-call, and/or specialized services:

Registered Environmental Health Specialist Services: \$98.94 per hour

Lead Inspector/Risk Assessor Services: \$106.00 per hour

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 AUTHORIZING THE PURCHASE OF A REAR MOUNTED INSULATED OVERCENTER ARTICULATED AERIAL PLATFORM LIFT BUCKET TRUCK FROM THE NATIONAL JOINT PURCHASING ALLIANCE AKA SOURCEWELL IN THE TOTAL AMOUNT OF \$236,854.00

Resolution #23R- WHEREAS, the Township of Ewing ("Township") has determined that it is in need of this Bucket Truck to support Public Works; and

WHEREAS, the Township is a member of the National Joint Purchasing Alliance ("NJPA") which is now Sourcewell, a nationally recognized and accepted cooperative purchasing organization which has already procured various Trucks and equipment through a competitive bidding process; and

WHEREAS, the Township is permitted pursuant to N.J.S.A. 40A:11-6.2 to purchase equipment and supplies from the NJPA where is has determined that the use of this cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material and delivery have been considered; and

WHEREAS, after consideration of the costs of procurement, including advertisement, drafting of specifications, administrative and attorney time, as well as the considerable discounts afforded through the NJPA, the Township has determined that the use of this cooperative purchasing agreement shall result in cost savings after all factors have been considered; and

WHEREAS, the Township desires to purchase the following item, in accordance with the attached quotations:

- (1) Rear mounted, insulated overcenter, articulated aerial platform lift Bucket Truck for Public Works in the amount of \$236,854.00; and**

WHEREAS, the Township has determined that such purchase is the most cost-effective way of obtaining said equipment as outlined herein and is in the best interests of the Township; and

WHEREAS, the Chief Financial Officer has provided a certification of availability of funds indicating that sufficient funds exist for the award of this contract, as required by law; and

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

- (1) The Township is hereby authorized to enter into a purchase order with the NJPA for the purchase of this bucket truck as outlined herein in the**

total amount of \$236,854.00; and

- (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 11th day of April 2023.

SEAL

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

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

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

10553514 – Park Maintenance O/E
\$236,854.00

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



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

RESOLUTION AUTHORIZING THE PURCHASE OF POOL SHADES FOR THE HOLLOWBROOK POOLS FROM MARTURANO RECREATION COMPANY STATE CONTRACT 16-FLEET-00121 T0103

Resolution #23R- WHEREAS, the Township of Ewing wishes to purchase Pool shades for the Hollowbrook Pool from Marturano Recreation Company, PO Box 106, Spring Lake, NJ 07762 State contract 16-Fleet-00121 T0103 in the amount of \$46,615.26; and

WHEREAS, said equipment was approved for purchase through Fund 30 Capital Fund ORD 2022-20 ESCC Pool Area Improvements; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said purpose in the Capital Fund Ord 2022-20 ESCC Pool Area Improvements; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Ewing hereby authorizes the purchase of the above-mentioned equipment from Vendor Marturano Recreation Company in the amount of \$46,615.26; 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 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 Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, and State of New Jersey held on the 11th day of April 2023.

SEAL

**Kim Macellaro, CMC
Municipal Clerk**

**Joanna Mustafa, CFO
(Certifying Funds)**

THE TOWNSHIP OF EWING

Municipal Complex
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A RESOLUTION AUTHORIZING THE PURCHASE OF A CAMEL MAX SERIES COMBINATION SEWER CLEANER-TIP/DUMP TRUCK FROM THE NATIONAL JOINT PURCHASING ALLIANCE AKA SOURCEWELL IN THE TOTAL AMOUNT OF \$450,967.00

Resolution #23R- WHEREAS, the Township of Ewing (“Township”) has determined that it is in need of this Suck Truck to support Public Works; and

WHEREAS, the Township is a member of the National Joint Purchasing Alliance (“NJPA”) which is now Sourcwell, a nationally recognized and accepted cooperative purchasing organization which has already procured various Trucks and equipment through a competitive bidding process; and

WHEREAS, the Township is permitted pursuant to N.J.S.A. 40A:11-6.2 to purchase equipment and supplies from the NJPA where is has determined that the use of this cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material and delivery have been considered; and

WHEREAS, after consideration of the costs of procurement, including advertisement, drafting of specifications, administrative and attorney time, as well as the considerable discounts afforded through the NJPA, the Township has determined that the use of this cooperative purchasing agreement shall result in cost savings after all factors have been considered; and

WHEREAS, the Township desires to purchase the following item, in accordance with the attached quotations:

(1) Camel Max Series combination sewer cleaner-tip/dump truck for Public Works in the amount of \$450,967.00; and

WHEREAS, the Township has determined that such purchase is the most cost-effective way of obtaining said equipment as outlined herein and is in the best interests of the Township; and

WHEREAS, the Chief Financial Officer has provided a certification of availability of funds indicating that sufficient funds exist for the award of this contract, as required by law; and

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

- 1. The Township is hereby authorized to enter into a purchase order with the NJPA for the purchase of this bucket truck as outlined herein in the total amount of \$450,967.00; and**
- 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 11th day of April, 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk

TOWNSHIP OF EWING
Chief Financial Officer Certification #2023-4-1

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 General Capital Fund under the following accounts:

Ord 2022-13 Various Improvements
#305692913
TOTAL - \$450,967.00

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 6th day of April 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
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A RESOLUTION AUTHORIZING THE ADDITIONAL HONORARY NAME OF “MILDRED H. RUSSELL WAY” TO BE ADDED TO THE STREET SIGN AT THE INTERSECTIONS OF KING AVENUE AND RHODES AVENUE AND KING AVENUE AND BROWNING AVENUE

Resolution #23- WHEREAS, Mrs. Mildred H. Russell served as President of the Ewing Park/Brae Burn Civic Association for over twenty (20) years; and

WHEREAS, Mrs. Russell dedicated herself to making the community a safe and peaceful place to live; and

WHEREAS, Mrs. Russell was a strong and determined leader who always found the strength to do what was needed for the community. She helped families and senior’s clean up in the spring; supported Pennington Road Firehouse; contacted property owners on issues happening in the neighborhood, was instrumental in the renaming of Somerset Street Park (now called Florence Symonds Higgs Park) and attended many Council meetings; and

WHEREAS, Mrs. Russell had a love for children and served as Camp Director at the St. John’s Community Development Committee, Inc. (CDC) summer camp for many years. She was a retired teacher / guidance counselor at Trenton Central High School and was a substitute teacher in Ewing Township public schools; and

WHEREAS, as a kind, helpful and giving resident of the Township of Ewing, the Ewing Township Mayor and Council hereby wish to continue the legacy of Mrs. Mildred H. Russell by adding the honorary designation of “Mildred H. Russell Way” to the King Avenue street sign located at the intersections of King Avenue and Rhodes Avenue and King Avenue and Browning Avenue; and

NOW THEREFORE, BE IT RESOLVED, by the Ewing Township Mayor and Council that it authorizes the additional honorary name of “Mildred H. Russell Way” to be added to the street sign located at the intersections of King Avenue and Rhodes Avenue and King Avenue and Browning Avenue.

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 11th day of April 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk