

**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 225 VEHICLES AND TRAFFIC ARTICLE II PARKING SECTION 225-10.5 PARKING PROHIBITED AT CERTAIN LOCATIONS.

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

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

ORDINANCE NO 23-

WHEREAS, the Township of Ewing (“Township”) is authorized, by way of ordinance, to declare when and/or where parking on certain land shall be prohibited; and

WHEREAS, the Township has an interest in protecting the health, safety, and welfare of its citizens; and

WHEREAS, the Mayor and the Council of the Township have determined that certain amendments to Chapter 225 “Vehicles and Traffic”, Article II “Parking” Section 225.10.5 is necessary to protect the health, safety, and welfare of the residents of the Township; and

WHEREAS, in all other respects Chapter 225 entitled “Vehicles and Traffic” 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 225, VEHICLES AND TRAFFIC Article II PARKING Section 225-10.5 PARKING PROHIBITED AT CERTAIN LOCATIONS is hereby amended as follows:

§ 225-10.5 **Parking prohibited at certain locations.**

A. No person shall park a vehicle in excess of four tons at the Ewing Senior and Community Center, the Hollowbrook Community Center, and Lou Lamata Soccer Fields at Rambling Creek Park, except for deliveries or Township business.

B. Unless otherwise permitted by ordinance, statute or specific permission, no box trucks, tractor trailers, commercial vehicles, trailers, heavy equipment or other vehicles shall be permitted to park overnight on any public lands, streets, parks, thoroughfares, or parking lots owned by the Township, County, or State.

a. Penalties: Any vehicle and/or trailer which has been parked on public land overnight may be subject to seizure (towing) at the owner’s expense and/or the owner may be issued a ticket and/or any other penalties available to law enforcement including those provided in Chapter 1, Article III. General Penalty.

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

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR TOWNSHIP MUNICIPAL PROSECUTOR TO BRIAN R. CLANCY, ESQ. OF DASTI & ASSOCIATES INC.

Resolution #23R- WHEREAS, per *N.J.S.A. 2B:25-4* the Council of the Township of Ewing ("Township") is empowered to appoint a municipal prosecutor and assistant municipal prosecutors, as needed; and

WHEREAS, the position of municipal prosecutor is currently vacant; and

WHEREAS, the Township is desirous of appointing a Township Municipal Prosecutor for the remainder of 2023; and

WHEREAS, the Mayor of the Township of Ewing seeks to appoint Brian R. Clancy, Esq. as Township Municipal Prosecutor; and

WHEREAS, a Professional Services Contract is required between the Township and the professional herein designated for a term expiring December 31, 2023 except he may continue to serve in office pending the re-appointment or appointment of a successor; and

WHEREAS, the Purchasing Agent has determined that the value of the amount of the contract may exceed \$17,500; and,

WHEREAS, the Chief Financial Officer, as part of this resolution, has certified that funds are available in the 2023 municipal budget, account #10514065, to pay according to the provisions of this contract, but not to exceed \$70,000.00 per year, to be paid at a rate of \$350.00 per court session, except that should the court schedule additional sessions beyond the four (4) normally scheduled court sessions per week or DWI sessions, he shall be paid at a rate of \$525.00 per court session for each additional court session in a week in which the number of sessions exceeds four (4) or for a DWI court session, not to exceed twelve (12) special court sessions per year; 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 candidates committee in the Township of Ewing in the previous one 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 Brian R. Clancy, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Township desires to name additional substitute Township Municipal Prosecutors from the firm of Dasti & Associates in addition to other substitute prosecutors already named in previous resolutions, in the event the Municipal Prosecutor is unavailable for any reason; and

WHEREAS, the substitute Township Municipal Prosecutors are designated for a term expiring December 31, 2023 except she/he may continue to serve in office pending the re-appointment or unless removed by Ewing Township Council; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Ewing consents to the appointment of Brian R. Clancy, Esq. as Township Municipal Prosecutor and authorizes the Mayor and appropriate officials to enter into a contract with Brian R. Clancy, Esq. in a form substantially similar to that annexed hereto, and

BE IT FURTHER RESOLVED that the Business Entity Disclosure Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED the Township has authorized the following attorneys to serve as substitute municipal prosecutors, through December 31, 2023, unless otherwise determined by this Council:

- a) Christopher J. Dasti, Esq.
- b) Lauren R. Staiger, Esq.
- c) Jeffrey D. Cheney, Esq.
- d) Brigit Zahler, Esq.
- e) Christopher A. Khatami, Esq.

BE IT FURTHER RESOLVED assistant municipal prosecutors shall submit a purchase order, voucher and any other necessary documents to the Finance Office for payment after rendering municipal prosecutor services in the municipal court.

BE IT FURTHER RESOLVED the Administration is authorized to execute all necessary documents to effectuate this award.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a 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 July 2023.

SEAL

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

Joanna Mustafa, CFO (Certifying Funds)

PROFESSIONAL SERVICES AGREEMENT - 2023
MUNICIPAL PROSECUTOR

THIS AGREEMENT (“Agreement”) is made effective as of the 27th day of June 2023, by and between the TOWNSHIP OF EWING, Mercer County, having a principal office and place of business at 2 Jake Garzio Drive, Ewing, New Jersey 08628 (hereinafter referred to as the “Township”), and BRIAN R. CLANCY, ESQ., of DASTI & ASSOCIATES INC., having a principal office and place of business at 310 Lacey Road, Forked River, New Jersey, 08731 (hereinafter referred to as the “Contractor”).

WHEREAS, in accordance with N.J.S.A. 2B:25-4 and §4-72 of the Township Code, the Township has determined that, in connection with the administration of the Township government and the conduct of its governmental affairs and functions, it requires the services of a Municipal Prosecutor, and for that reason, has heretofore created the position of “Municipal Prosecutor”; and

WHEREAS, the Township wishes to retain the services of the Contractor to act and serve as Municipal Prosecutor in accordance with the provisions of the laws of the State of New Jersey and Ewing Township; and

WHEREAS, the Township and the Contractor wish to express in writing the entire agreement among them relating to the appointment of the Contractor as Municipal Prosecutor and their respective rights, duties, responsibilities, obligations and entitlements in respect thereof; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises hereinbelow 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 Attorney, intending to be legally bound hereby, covenant and agree as follows:

1. Term. Subject to the provisions of paragraph 8 below, the term of this Agreement shall be for the term of six (6) months ending December 31, 2023, except he shall continue to serve in office pending his re-appointment or the appointment of a successor.
2. Duties and Services. The Township hereby appoints, hires and retains the Contractor to serve as Municipal Prosecutor, and the Contractor hereby accepts such appointment and engagement. The duties of the Prosecutor shall be as follows:
 - a. Participate in and prosecute all cases, when necessary or practical, in the Municipal Court of the Township, including all criminal and quasi-criminal matters and all complaints by Township officials, inspectors and department heads. Contractor must be prepared for court sessions and/or settlement conferences.
 - b. Have the power and authority to an extent not inconsistent with general law or the Township Code to recommend the settlement, compromise, downgrade or dismissal of complaints when, in the judgment of the Prosecutor, the best interest of the Township will be served and the spirit of the law not violated.

c. Upon termination of the Prosecutor's service with the Township, forthwith surrender to the successor Prosecutor all papers, documents, memoranda, reports and all other materials relating to the administration of the function of Prosecutor, together with a written consent to substitution of the successor in all legal actions and proceedings where such a substitution is required.

d. The Contractor shall otherwise assist the Mayor and the Business Administrator in the conduct, preparation, trial and/or argument of such legal matters or proceedings as the Mayor may in its sole discretion determine to assign or delegate to the Contractor.

e. No other attorneys may serve as Municipal Prosecutor, by or on behalf of the Contractor pursuant to this contract without amendment hereto. If, during the term hereof, the Contractor shall be disqualified under ethical considerations or principals of conflict of interest applicable to attorneys at law in the State of New Jersey with respect to any matter, the Mayor may request the Township Attorney or such other attorney as he may choose, to represent the Township for and with respect to such matter.

3. Compensation. In consideration of the performance of the Contractor for the professional services to be rendered, the Township agrees to pay compensation to the Contractor in the amount of \$350.00 per court session, for a total amount not to exceed \$70,000.00 per year, except that should the court schedule special court sessions for DWI and/or backlog matters, Contractor shall receive \$525.00 for each special court session, not to exceed twelve (12) special court sessions per year. Invoices for the Contractor's services shall be presented by the Contractor to the Township monthly within fifteen (15) days after the end of each calendar month for services performed during the previous month. Any questions or disputes concerning such invoices shall be resolved by the Township Attorney or the Township Business Administrator and the Mayor after a conference with the Contractor. Unless the Township questions the amount thereof, the Contractor's invoices shall be paid within thirty (30) days after receipt by the Township.

a. Fees Limited by Budget. Anything in this paragraph 3 to the contrary notwithstanding, the Contractor shall not be entitled to receive any compensation in excess of the amount appropriated therefore by the Township in the adoption of its budget, unless and until either (i) such budget is amended or a transfer is made thereunder, (ii) a new fiscal year budget is adopted or (iii) a new resolution for services is adopted; and in the event that compensation hereunder shall reach the said budget limit, the Contractor shall forthwith cease to perform further services hereunder until the budget is amended or a transfer is made thereunder in respect thereof.

4. Liability Insurance. The Contractor shall deliver to the Township a Certificate of Insurance, a copy of which is attached as **Exhibit A** and, at all times during the term hereof maintain professional liability insurance policies which shall be reasonably satisfactory to the Township as to amounts of coverage, deductibles and insurers, and will cover the negligent acts and omissions of the Contractor hereunder.

5. 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.

6. Political Contribution Disclosure. This contract has been awarded to the Contractor based on the merits and abilities of the Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. The Contractor agrees to complete and execute the attached **Exhibits B and C** evidencing compliance with said law as well as Ewing Ordinance 06-26 as may be amended from time to time.

7. 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 D** 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 E** and made a part hereof.

8. Termination. Anything herein to the contrary notwithstanding, either party may terminate this Agreement without cause as follows: (a) if by the Township, effective immediately upon the giving of written notice of such termination by the Township to the Contractor (or at such later date as the Township may specify in such notice); and (b) if by the Contractor, upon the giving of at least thirty (30) days advance written notice of termination by the Contractor to the Township. In the event of any such termination, the Township's sole obligation to the Contractor after the effective date thereof shall be for the payment of all unpaid costs, disbursements and fees incurred or rendered prior to the effective date of termination.

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

10. Responsibilities. The Contractor shall perform their duties and services hereunder in a proper and professional manner and in conformity with the responsibilities, demands and ethics of the legal profession.

11. Work Product. All work product generated under this Agreement, including, but not limited to, pleadings, court documents, memoranda, written reports, advice and opinions, and other legal instruments, 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 their performance as Municipal Prosecutor 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.

12. 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.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. 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.

15. 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.

16. 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.

17. 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).

18. 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.

19. 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.

20. 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.

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

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

ATTEST

TOWNSHIP OF EWING

Kim Macellaro, Municipal Clerk

By: _____
Bert Steinmann, Mayor

Brian R. Clancy, Esq.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Owners:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of January 2023	_____ (Affiant)
_____ _____	_____ (Print name & title of affiant)
	_____ (Corporate Seal)

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

EXHIBIT B

**TOWNSHIP OF EWING
COUNTY OF MERCER**

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

BRIAN R. CLANCY, ESQ. hereby certifies as follows:

1. I am and/or represent a “business entity” as defined by P.L. 2005, c.271, and make this certification based on my personal knowledge of the facts expressed herein and to comply with the requirements of P.L. 2005, c.271.

2. During the 12 months prior to the date of this certification, the “business entity” has not made any contributions that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, holder of, an elective office of the Township of Ewing, of the County of Mercer, of another public entity within the County of Mercer, or of a legislative district in which the Township of Ewing is located, or any continuing political committee, except as follows:

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

Recipient of Contribution	Amount	Date
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3. Consistent with P.L. 2005, c.271, I understand that the following shall be deemed to be a contribution by the “business entity” for purposes of this Disclosure:

a. When the business entity is a natural person, a contribution by that person’s spouse or child, residing therewith.

b. When a business entity is other than a natural person, a contribution by:

(1) Any person or other business entity having an interest therein; and/or

(2) All principals, partners, officers, or directors of the business entity or their spouses, any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue

Code that is directly or indirectly controlled by a business entity other than a candidate committee, election fund, or political party committee.

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

Dated: June ____, 2023

Brian R. Clancy, Esq.

**EXHIBIT C
TOWNSHIP OF EWING
COUNTY OF MERCER**

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

STATE OF NEW JERSEY

ss:

COUNTY OF MERCER

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

Part I – Contractor Affirmation

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

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

Part II – Business Entity Ownership Disclosure

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

Check the box that represents the type of business entity:

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

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

Name of Stock or Shareholder	Home Address

Check one:

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

- or -

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

Part III – Signature and Attestation

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

Sworn and subscribed to before me
 this ____ day of _____ 2023

 Signature of Authorized Representative

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

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

GOODS, GENERAL SERVICES AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

Sworn and subscribed to before me
this ____ day of _____ 2023

Signature of Authorized Representative

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

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

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



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

RESOLUTION AUTHORIZING THE PURCHASE OF CONSTRUCTION OFFICE FURNITURE FOR THE NEW OFFICE ON PENNINGTON RD FROM PARAMOUNT FACILITY MANAGEMENT SOLUTIONS

Resolution #23R- WHEREAS, the Township of Ewing wishes to purchase Construction office furniture for the Pennington office from Paramount Facility Management Solutions, 72 Readington Rd, Branchburg NJ 08876 in the amount of \$186,585.50 using the following state contracts: A81711, ESCNJ 22/23-08, A81721, A81729, GS-28F-0028U, 19-FOOD-00876.

WHEREAS, said equipment was approved for purchase through Fund 71, Construction Trust for the amount of \$160,830.84 and through Fire Prevention, 73, Other Trust, for the amount of \$25,754.54, and,

WHEREAS, the Chief Financial Officer has certified that funds are available for said purpose in the Construction Trust and Fire Prevention Other Trust.

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 Paramount Facility Management Solutions in the amount of \$186,585.50.

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 July 2023.

SEAL

**Kim Macellaro, CMC
Municipal**

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

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 APPROVING STATE AIDE CHANGE ORDER NO. 1 FINAL DECREASE TO RICHARD T. BARRETT PAVING COMPANY FOR FY '2022 NJDOT TRUST FUND RESURFACING OF SILVIA STREET IN THE AMOUNT OF \$45,711.26

Resolution #23R- WHEREAS, the Township awarded a contract by way of Resolution #22R-211, on November 22nd, 2022 to Richard T. Barrett Paving Company for FY '2022 NJDOT Trust Fund Resurfacing of Silvia Street in the amount of \$331,817.68; and

WHEREAS, Richard T. Barrett Paving Company requested State Aide Change Order No. 1 Final decrease on June 23, 2023, which decreases the overall contract amount by \$45,711.26, due to a final adjustment of as-built quantities and contract costs, for a total contract amount of \$286,106.42; and

NOW, THEREFORE, BE IT RESOLVED, by the Ewing Township Council that State Aide Change Order No. 1 Final decrease is approved, and the Township Administrator is authorized to execute same along with any other documents required.

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 July 2023.

SEAL

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

THE TOWNSHIP OF EWING

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A RESOLUTION APPROVING CHANGE ORDER NO. 1 FINAL INCREASE TO MESSERCOLA EXCAVATING CO., INC. FOR STORM SEWER IMPROVEMENTS AT VARIOUS LOCATIONS IN THE AMOUNT OF \$3,728.50

Resolution #23R- WHEREAS, the Township awarded a contract by way of Resolution #22R-212, on November 22, 2022 to Messercola Excavating Co., Inc. for Storm Sewer Improvements at Various Locations in the amount of \$159,765; and

WHEREAS, Messercola Excavating Co., Inc. requested Change Order No. 1 Final on June 27, 2023, which increases the overall contract amount by \$3,728.50; and

WHEREAS, considering the contract quantities that were not used and the additional costs for unforeseen items, the total contract amount with the increase of \$3,728.50 is \$163,493.50; and

NOW, THEREFORE, BE IT RESOLVED, by the Ewing Township Council that Change Order No. 1 Final is approved, and the Township Administrator is authorized to execute same along with any other documents required.

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 July 2023.

SEAL

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