

**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 CHAPTER 168, EMPLOYMENT OF POLICE OFFICERS BY OUTSIDE ENTITIES, SECTIONS 2 AND 3, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER TO UNIFY THE RATES OF COMPENSATION.

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-

AN ORDINANCE AMENDING CHAPTER 168, EMPLOYMENT OF POLICE OFFICERS BY OUTSIDE ENTITIES, SECTIONS 2 AND 3, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER TO SIMPLY AND UNIFY THE RATES OF COMPENSATION.

WHEREAS, the Township of Ewing (the "Township") in Ordinance No. 15-38 previously established guidelines for commercial business, organizations and private persons desiring to hire Township police officers during their off-duty hours to engage in police-related activities, such as patrolmen to direct traffic at shopping centers, construction sites, or office complexes, as well as serving as security at shopping centers, construction projects and other environments; and

WHEREAS, the Township desires to continue to administer its program for the off-duty outside employment of Township police officers in accord with best practices as provided by the Department of Community Affairs, Division of Local Government Affairs, Local Finance Notice CFO-2000-14, 11/8/2000, "Managing and Accounting for Outside Employment of Police Officers;" and

WHEREAS, the Township and both the Superior Officers Association and Police Benevolent Association have agreed to compensation rates for the off-duty, outside employment of Township police officers; and

WHEREAS, an agreement has been reached to simply and unify the compensation rates for the off-duty, outside employment of Township police officers; and

WHEREAS, the Township is desirous of amending Chapter 168, Section 2 and Section 3 of the Revised General Ordinances of the Township of Ewing; 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 168, EMPLOYMENT OF POLICE OFFICERS BY OUTSIDE ENTITIES, Section 2, REQUIRMENTS, is hereby amended as follows:

§ 168-2 Requirements.

Any hiring entity wishing to employ Township police officers for extra-duty employment shall adhere to the following:

- A.** Requests for services. A hiring entity shall submit a written request for extra-duty employment stating the nature of the employment as well as the times and dates the employment is requested to the Township Chief of Police or his or her designee. Approval shall be denied if, in the opinion of the Chief of Police, such employment would be inconsistent with the efficient functioning and good reputation of the Township Police Department, is inappropriate for any reason in the opinion of the Chief of Police or would unreasonably endanger or threaten the safety of the officer or officers who are to perform the work. In no case may an entity licensed to serve alcohol contract with the Township to provide off-duty police officers for extra duty work. All requests for extra-duty services shall be submitted at least five business days prior to the requested date of services. Requests made after that time may not be accommodated. ~~will be charged at the short notice rates provided herein.~~
- B.** Written agreement. No hiring entity shall employ a Township police officer for extra-duty employment without first having entered a signed written agreement with the Township. Said written agreement shall be in accordance with the

provisions of this chapter and must be accompanied by a certificate of insurance naming the Township as an additional insured that has been approved in accordance with this chapter.

- C. Prepayment of wages and fees. All wages and fees must be received by the Township in full prior to the performance of extra-duty employment. A hiring entity shall be required to estimate the number of hours such law enforcement services are required. The hiring entity shall be responsible for ensuring sufficient funds are paid prior to services rendered to avoid any interruption of services. Under no circumstances shall the wages and fees for extra-duty employment be paid from municipal funds.
- D. Administration of wages and fees. The Township shall administer any and all wages and fees for extra-duty police work through its dedicated police off-duty employment trust fund which has been approved by rider from the state.
- E. Overtime and pension. Wages earned for outside extra-duty employment by any police officer shall not be applied toward the pension benefits of the police officer so employed, nor shall hours worked for outside employment be considered in any way compensable as overtime payable by the Township.
- F. Assumption of liability. The hiring entity shall assume any and all liability arising out of extra-duty police work, whether such liability is direct or vicarious, including, but not limited to, liability arising from ~~travel to and from a job location and any and all~~ services rendered during a shift or in connection with the engagement.
- G. Liability insurance.
 - (1) person or entity that shall employ off-duty police officers pursuant to this section shall be responsible for maintaining his, hers or its own insurance coverage. Said insurance coverage shall include but not be limited to general liability and automobile liability and shall name the Township of Ewing as an additional insured by endorsement on the policy. In addition, such policy shall provide for a minimum coverage of \$1,000,000 for any one claim or \$2,000,000 for any aggregate claims. Proof of said insurance coverage shall be provided to the Township of Ewing, as provided hereafter, prior to the assignment of any off-duty police officers to said person or entity. The person or entity shall provide for the aforementioned insurance for any and all officers, vehicles and/or equipment that is utilized in the off-duty assignment.
 - (2) Workers' compensation insurance. Prior to the commencement of any extra-duty employment, the hiring entity shall deliver to the Township a certificate of workers' compensation; such policy shall provide for a minimum coverage of \$1,000,000 for any one claim and shall otherwise be reasonably satisfactory to the Township as to amounts of coverage, types of coverage, deductibles and insurers. The hiring entity must include the Township as an additional insured under its workers' compensation policy through endorsement.
 - (3) All policies of insurance evidenced by any certificate filed hereunder shall be maintained by the employer in full force and effect at all times while any police officer is employed by such employer. Upon a change or renewal of any such policy of insurance, the employer shall forthwith file with the Township Clerk a new and current certificate of insurance in compliance with the foregoing provisions.
 - (4) No certificate of insurance required by this subsection shall be deemed filed with the Township Clerk unless it has first been reviewed and approved by the Township Risk Manager.

- H. Employment status. While performing extra-duty employment, police officers shall be considered to be performing services for the hiring entity.
- I. Indemnification. The hiring entity shall save and hold harmless the Township, and its officers, officials, agents, servants, administrators, elected officials and employees, from and against any and all liability arising out of the performance of extra-duty police work, whether such liability is direct or vicarious. This requirement shall be construed as broadly in favor of indemnification as permitted by New Jersey law.
- J. Public Entity Exception. The Township may negotiate individual agreements with State or other public entities to provide flexibility with respect to statutory, policy or other requirements, but incorporating, to the extent possible, the terms outlined herein.

Section 2 Chapter 168, EMPLOYMENT OF POLICE OFFICERS BY OUTSIDE ENTITIES, Section 3, RATE OF COMPENSATION, is hereby amended as follows:

§ 168-3 Rates of compensation.

The rate of hourly compensation, the administrative fee and the vehicle usage charge shall be established annually by the Township Administration in consultation with the Director of Public Safety and Chief of Police. The rate of compensation shall be not less than \$85 per hour in taxable wage per officer, \$5 per hour per job for administrative costs, and \$15 per hour per vehicle for vehicle usage.

~~A. Security job hourly rates. Officer's taxable wage: \$45 ~~85~~ per hour per officer.~~

~~B. Administrative cost: \$5 per hour per job.~~

~~C. Police vehicle usage: \$15 per hour per vehicle.~~

~~(1) — Officer's taxable wage: \$45 per hour per officer.~~

~~(2) — Administrative cost: \$5 per hour per job.~~

~~(3) — Police vehicle usage: \$15 per hour per vehicle.~~

~~(4) — Road job hourly rates.~~

~~(5) — Officer's taxable wage: \$75 per hour per officer.~~

~~(6) — Administrative cost: \$5 per hour per job.~~

~~(7) — Police vehicle usage: \$15 per hour per vehicle.~~

~~(8) — Short notice hourly rates.~~

~~(9) — Officer's taxable wage: \$85 per hour per officer.~~

~~(10) — Administrative cost: \$5 per hour per job.~~

~~(11) — Police vehicle usage: \$15 per hour per vehicle.~~

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

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

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

**EWING POLICE DEPARTMENT
EMPLOYER AGREEMENT FOR EXTRA-DUTY POLICE SERVICES**

It is hereby agreed by and between the Township of Ewing and the requesting employer, identified below, that the following terms shall apply to all extra-duty employment of Ewing Police Department employees in any and all law enforcement capacities in accordance with the provisions of Chapter 168-1 et seq. of the *Code of the Township of Ewing*, the provisions of which are incorporated herein by reference. ***No services will be provided by any Police Department Employee unless and until the requesting employer has provided an executed agreement copy of this Agreement together with the required proof of insurance to the Township and all estimated fees have been placed on deposit with the Township Finance Office. No exceptions will be made to this policy.***

_____ Multi (Ongoing) Event _____ Single Event

Extra Duty Vendor Request

Date(s): _____

Time: _____

Location: _____

Number of Officers: _____

Marked Vehicle Required (yes/not): _____

Type of Work: _____

Billing Information

Contact Person (Billing): _____

Phone # (Billing contact): _____

Email (Billing contact): _____

Fax # (Billing contact): _____

Business Name of Contracting Vendor: _____

Complete Address of Contracting Vendor: _____

On-Site Contact Person

Onsite Contact Name: _____

Phone # of Onsite Contact: _____

Additional Notes as to contract: _____

1. REQUESTS

a. All businesses, organizations or individuals requesting the services of extra-duty police officers must submit a request to the police department's Extra Duty Work Coordinator. This request *should* be made at least five (5) working days prior to the date of employment. In short notice situations (i.e., less than five (5) working days' notice) this requirement may be waived, but the request may not be accommodated. Extra-duty employment is voluntary for officers, therefore, manpower cannot be guaranteed for all jobs.

b. All employers must also submit this executed Employment Agreement, together with the required proof of insurance, before a request can be processed and any officers assigned. No services will be performed unless the full amount of fees for all services requested has been deposited **in advance** with the Township finance office. ***There will be no exceptions to these requirements.***

c. Approval of a work request shall be denied if, in the opinion of the Chief of Police: (i) such employment would be inconsistent with the efficient functioning and good reputation of the Township Police Department; (ii) is inappropriate for any reason; or (iii) would unreasonably endanger or threaten the safety of the officer or officers who are to perform the work. ***In no case may an entity licensed to serve alcohol contract with the Township to provide off-duty police officers for extra duty work.***

2. CANCELLATION POLICY

The employer must notify the department's main dispatch line at (609) 882-1313 ext. 1 of any cancellation of an extra-duty job twelve hours prior to the start of the assignment. Failure to provide this notification will require the employer to compensate officers who have been assigned the job the minimum of four hours pay. If a job is cancelled due to inclement weather and the actual cancellation is at least two hours before the event, no compensation will be required. ***On-going contracts must give 30 days' written notice of cancellation of police contracted service.***

3. GENERAL POLICIES

a. In matters requiring law enforcement actions, the employer will not interfere and/or attempt to influence decisions or actions made by extra-duty personnel. Extra-duty officers remain employees of the Ewing Police and are subject to all laws, all departmental policies and procedures and may be subject to emergency call-back.

b. The Ewing Police Department reserves all rights in the assignment of officers and coordinators. Special requests will be accepted but are not binding.

c. Notwithstanding yearly extra-duty pay rate adjustment, this Agreement will continue in force unless canceled in writing by either party.

4. COMPENSATION RATES

a. In consideration for the extra-duty employment services of Township police officers, Requestor agrees to pay all applicable police officer wage rates, administrative fees, police vehicle usage fees, and any other fee as delineated herein or as otherwise provided.

the Code of the Township of Ewing.

b. Payment for the requested services must be received by the Township at least three (3) business days before the requested employment dates. Short notice work may be received after three (3) business days, **but must be on deposit prior to the performance of services.** For ongoing police employment contracts, payment must be received seven (7) business days prior to the end of each calendar month for services to be performed during the following month. The hiring entity shall be responsible for ensuring sufficient funds are paid prior to services rendered to avoid any interruption of services. **Under no circumstances shall the wages and /or extra-duty employment be paid from municipal funds.**

c. Any questions or disputes concerning invoices for extra-duty employment services of Township police officers shall be resolved by the Township Business Administrator and the Mayor after a conference with Requestor.

d. The employer will be required to compensate officer(s) a minimum of four (4) hours, even if the assignment is of a shorter duration.

e. If officers remain on assignment longer than originally contracted, the employer will compensate each officer full hours pay for any portion of an hour worked beyond 15 minutes.

Job Rate
\$85.00/hour per officer \$15.00/hour per vehicle for marked vehicle \$ 5.00/hour Per job administration fee
\$105.00/hour

5. ADMINISTRATION OF FEES AND COSTS

The Township shall administer any and all wages and fees for extra-duty police work through its dedicated police off- duty employment trust fund which has been approved by rider from the State.

6. EMPLOYMENT STATUS

While performing services pursuant to this Agreement, police officers shall be considered to be performing services for and the employee of the Requester.

7. LIABILITY INSURANCE

Each person or entity employing off-duty police officers shall be responsible for maintaining their own insurance coverage. Requestor shall deliver to the Township a Certificate of Insurance consistent with this provision, a copy of which shall be attached hereto and maintained on file with the Chief Financial Officer. The Requestor shall, at all times during

the term hereof, maintain such liability insurance policies as provided hereunder. Upon a change or renewal of any such policy of insurance, the employer shall forthwith file with the Township Clerk a new and current certificate of insurance in compliance with the foregoing provisions. Said insurance coverage shall include but not be limited to general liability and automobile liability and **shall name the Township of Ewing as an additional insured by endorsement on the policy**. In addition, such policy shall provide for a minimum coverage of \$1,000,000 for any one claim or \$2,000,000 for any aggregate claims. Proof of said insurance coverage shall be provided to the Township of Ewing, as provided hereafter, prior to the assignment of any off-duty police officers to said person or entity. The person or entity shall provide for the aforementioned insurance for any and all officers, vehicles and/or equipment that is utilized in the off duty assignment. No certificate of insurance required by this subsection shall be deemed received unless it has first been reviewed and approved by the Township Risk Manager.

8. WORKERS' COMPENSATION INSURANCE

Requestor shall deliver to the Township a Certificate of Workers' Compensation coverage, a copy of which is attached hereto, and shall, at all times during the term hereof, maintain such coverage which shall be reasonably satisfactory to the Township as to amounts of coverage, types of coverage, deductibles and insurers and any such policy shall provide for a minimum coverage of \$1,000,000 for any one claim. Requestor **must include the Township as an additional insured under its workers' compensation policy through endorsement** for this engagement. No certificate of insurance required by this subsection shall be deemed received unless it has first been reviewed and approved by the Township Administration.

“EWING TOWNSHIP IS AN ADDITIONAL INSURED AS REQUIRED BY CONTRACT” MUST BE CLEARLY NOTED ON ALL REQUIRED INSURANCE CERTIFICATES.

9. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

In addition to the insurance provided hereunder, Requestor shall indemnify, save and hold harmless the Township, and its officers, officials, agents, servants, administrators, elected officials and employees, from and against any and all liability, including costs and attorney's fees, arising out of this Agreement for extra-duty employment police work, whether such liability is direct or vicarious. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law. The hiring entity shall assume any and all liability arising out of extra-duty police work, whether such liability is direct or vicarious, including, but not limited to, liability arising from any and all services rendered during a shift or in connection with the engagement.

10. AFFIRMATIVE ACTION

The parties hereby incorporate into this Agreement the mandatory language of Section 5.3 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. Requestor has made,

executed, acknowledged and delivered to the Township the Affirmative Action Form 302, a copy of which is attached hereto and made a part hereof.

11. TERMINATION

Anything herein to the contrary notwithstanding, the Township may terminate this Agreement without cause effective immediately upon the giving of written notice of such termination to Requestor or at such later date as the Township may specify in such notice. In the event of any such termination, Requestor's sole obligation to the Township 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.

12. NO ASSIGNMENT

This Agreement may not be assigned by any party hereto without the written consent of the other party,

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The venue of any dispute arising out of this agreement shall be the County of Mercer.

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. The terms of this agreement shall govern in the event that there is any dispute among the parties.

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.

18. NO WAIVER

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

By signing this form I am authorizing the Ewing Police Department to provide off-duty police officers for the above listed job(s) consistent with the terms of this Agreement. By my signature below, I am agreeing to each and every term of this Agreement.

**SIGNATURE OF
VENDOR
REQUESING AND
AUTHORIZING OFF
DUTY POLICE**

**SIGNATURE OF EXTRA DUTY
WORK COORDINATOR, OR
DESIGNEE**

**PRINT NAME OF
VENDOR
REQUESTING
AND AUTHORIZING
OFF DUTY POLICE**

DATE

**PRINT NAME OF
EXTRA DUTY WORK
COORDINATOR, OR
DESIGNEE**

DATE

Scan form and email extraduty@ewingnj.org

**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 CHAPTER 14, BOARDS, COMMISSIONS AND COMMITTEES, ARTICLE VI, HISTORIC PRESERVATION COMMISSION, CHAPTER 14-61, DESIGNATION OF HISTORIC LANDMARKS

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 CHAPTER 14, BOARDS, COMMISSIONS AND COMMITTEES, ARTICLE VI, HISTORIC PRESERVATION COMMISSION, CHAPTER 14-61, DESIGNATION OF HISTORIC LANDMARKS

WHEREAS, the Township of Ewing (the "Township") previously adopted Ordinance No. 98-13, which established Chapter 14, Article VI, Historic Preservation Commission; and

WHEREAS, pursuant to §14-56, and in accordance with N.J.S.A. 40:55D-107, *et seq.*, the Township created the Ewing Township Historic Preservation Commission (the "Commission"); and

WHEREAS, the Township has determined that several amendments to the ordinance are necessary to conform with state requirements and updates to master plan documents, better stabilize Commission membership, and clarify the requirements for historic property maintenance; and

WHEREAS, for that reason, the Township has determined to amend Chapter 14, Boards, Commissions and Committees, Article VI, Historic Preservation Commission, Chapter 14-61, Designation of Historic Landmarks.

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 14, BOARDS, COMMISSIONS AND COMMITTEES, ARTICLE VI, HISTORIC PRESERVATION COMMISSION, is hereby added as follows:

§ 14-61 Designation of historic landmarks.

A. The Commission shall recommend to the Planning Board guidelines for review to be utilized in determinations of historic landmark status and for review of development applications or permits affecting historic landmarks or improvements within historic districts. The Planning Board may recommend modifications of the guidelines and shall make the final decision as to their adoption.

B. The Commission shall consider for historic designation buildings, structures, objects, sites and districts within the Township which merit landmark designation and protection by reason of possessing integrity of location, design, setting, materials, workmanship or association, based on its review or upon the recommendation of other Township bodies or of concerned citizens. The Commission shall make a list of landmarks recommended for designation. For each landmark, there shall be a brief description of the landmark, of the landmark's significance pursuant to the criteria set forth above, a description of the landmark's location and boundaries and a map. The Commission shall, by certified mail:

(1) Notify each owner that his property is being considered for historic landmark designation and the reasons therefor.

(2) Advise each owner of the significance and consequences of such designation, and advise him of his opportunities and rights to challenge or contest such designation.

(3) Notify each owner of the date, time and location of the public meeting to be held.

C. The list of potential landmarks, as well as the description, significance, location, boundaries and map of each, shall be subject to review at a Commission public hearing. At least 10 days before such a hearing, a preliminary list and a map showing proposed landmarks shall be published, together with notice of the hearing, in an official newspaper of the municipality. At the hearing, interested persons shall be entitled to present their opinions, suggestions and

objections on the proposed recommendations for landmark designation. The Commission shall then vote on its recommendation to the Planning Board for resources to be designated as local landmarks.

D. The Commission shall prepare a concise report of its recommendations for sites to be designated as local landmarks. Copies of the report shall be delivered to the Planning Board and the Municipal Clerk and a notice of action published by the Commission Secretary in an official newspaper. The published notice shall state the Commission's recommendations and also that final designation shall be made by the Planning Board at a public meeting specified on a date not less than 15 nor more than 45 days from the date of publication.

E. Final determination that landmark status exists shall be made by the Planning Board and incorporated into the Master Plan. Such a final determination by the Planning Board shall create landmark status. A certificate of designation shall be issued by the Planning Board. Within seven days of the creation of landmark status, the Planning Board shall, by certified mail, notify the owner of the property involved of the determination and advise him of his rights with respect to an appeal of said determination to Superior Court.

F. After Planning Board review and approval, the Commission shall submit the list of designated landmarks and a map to the Municipal Clerk. The Township Council shall then consider the designation list and map and may approve, reject or modify the same by ordinance. Once adopted, the designation list and map may be amended in the same manner in which it was adopted. Upon adoption, the designation list and map shall be incorporated by reference into the Municipal Master Plan and Zoning Ordinance.

G. Copies of the designation list and official map, as adopted, shall be made public and distributed to all municipal agencies reviewing development applications and building permits. A certificate of designation shall be served by certified and regular mail upon each owner included in the list, and a true copy thereof shall be filed with the County Clerk for recording in the same manner as a certificate of a lien upon real property.

H. The following properties, reviewed and approved by the Historic Preservation Commission and the Planning Board, as more particularly described in proceedings before said bodies, be and the same are hereby approved and designated historic landmarks:

- (1) William Green House, on the grounds of The College of New Jersey (formerly Trenton State College), (circa 1730), Section 215, Lot 42.
- (2) ~~Trenton~~ Bath House and Day Camp of the Ewing Senior and Community Center (Trenton Bath House), on the grounds of the Jewish Ewing Senior and Community Center, 999 Lower Ferry Road, (circa 1930), Section 345, Lot 140.
- (3) West Trenton Railroad Train Station, Railroad Avenue, 400 Sullivan Way (circa 1930), Section 392, Lot 1.
- (4) Fish-Howell House, 481 Grand Avenue, (circa 1830), Section 411, Lot 1.
- (5) Temple Ryan Farmhouse, (Benjamin Temple House), 27 Federal City Road, (circa 1750), Section 223, Lot WP.
- (6) Anthony Cook Farm House, 1189 Parkside Avenue, (circa 1750), Section 293, Lot 18.
- (7) David Howell House, 2 Peck Avenue, (circa 1730 and 1790), Section 506, Lot 43.
- (8) Green Reading Knight and (Knight and Green Farm) Houses, on the grounds of the State of New Jersey, 107 Upper Ferry Rd. and Wilburtha Road, (circa 1795), Section 411, Lot 11.
- (9) ~~The last remaining quarry workman's house, a two-story frame building, circa 1840, currently on the southwest quadrant of Mansion Hill Estates, Ewing Township, New Jersey.~~ Woodruff House, 146 Summit Ave. (circa 1897), Section 382, Lot 11.01.

- (10) The Nathaniel Lanning House, 2051 Pennington Road, (circa 1812), Block 229H, Lot 5.
- (11) The Spafford-Bergen House, 2061 Pennington Road, (circa 1890), Block 229H, Lot 6.
- (12) The Tindall-Lanning House, 2071 Pennington Road, (circa 1790), Block 229H, Lot 8.
- (13) The original Log Cabin Barracks at the headquarters of the New Jersey State Police, (circa 1930), Block 423 Lot 17.
- (14) Wilmot House, 9 Wilburtha Road, (circa [1800], Block 419, Lot 19.
- (15) Ewingville School, 440 Ewingville Road, (circa 1858/[built] 1896), Block 214, Lot 13.
- (16) St. Michaels Cemetery, on the grounds of Trenton Psychiatric Hospital, established 1703, (circa 1702), Block 414, Lot 2.
- (17) (S.T.)Atchley Farmouse, 24 Rockleigh Dr. (circa 1802), Block 541, Lot 14.
- (18) Scudder-Reeder House, 295 W. Upper Ferry Rd. (circa 1780/1850), Block 422, Lot 2.
- (19) Sherratt House, 16 Wilburtha Rd. (circa 1926), Block 420 Lot 16.
- (20) Hills-Hollow, 26 Wilburtha Rd. (circa 1765), Block 420.01 Lot 23.
- (21) Cornell-Brophy Spring House, 2260 Pennington Rd. (circa 1750), Block 223.10 Lot 135
- (22) Paxson House, 453 Grand Ave. (circa 1892), Block 411 Lot 6.

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

A RESOLUTION ENDORSING THE SECOND AMENDED 2018 HOUSING ELEMENT AND FAIR SHARE HOUSING PLAN

Resolution #23R- **WHEREAS**, on March 10, 2015, the New Jersey Supreme Court issued its decision in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 NJ 1 (2015) ("Mount Laurel IV"). In that decision, the New Jersey Supreme Court transferred primary jurisdiction over affordable housing matters from the New Jersey Council on Affordable Housing ("COAH") to the New Jersey Superior Court and established a transitional process for municipalities like the Township of Ewing to file declaratory judgment actions seeking to declare their Housing Element and Fair Share Plans ("HEFSPs") to be constitutionally compliant and seeking similar protections to what they would have received if they had continued to proceed before COAH; and

WHEREAS, pursuant to N.J.S.A. 52:27D-313 and Mount Laurel IV, the New Jersey Superior Court has the authority to enter an Order granting protection and repose against exclusionary zoning litigation to a municipality that is in compliance with its affordable housing obligations under the Fair Housing Act N.J.S.A. 52:27D-301, et seq.; and

WHEREAS, on July 2, 2015, the Township of Ewing ("Township") filed a declaratory judgment action under docket number MID-L-001556-15 with the New Jersey Superior Court, Mercer County ("the DJ action") seeking to declare its HEFSPs as being constitutionally compliant and seeking protection and repose against exclusionary zoning litigation for a ten (10) year period; and

WHEREAS, the Superior Court of New Jersey has ordered that municipalities that have filed declaratory judgment actions must submit updated HEFSPs that address their affordable housing obligations as calculated by their respective municipal experts; and

WHEREAS, the Township's Affordable Housing Consultant, Charles Latini, PP, prepared an updated HEFSP addressing the Township's affordable housing obligation (the "Draft HEFSP"); and

WHEREAS, on October 31, 2016, the Township executed a Settlement Agreement with Fair Share Housing Center as to the extent of the Township's obligation for providing affordable housing and the methodology and strategies for meeting that obligation; and

WHEREAS, at a Fairness Hearing held on December 1, 2016, the Settlement Agreement was approved by the Honorable Mary C. Jacobson AJSC; and

WHEREAS, by Resolution dated November 2, 2016 the Township Planning Board endorsed the Draft HEFSP and determined that implementation of the Draft HEFSP would be in the public interest and would promote the general welfare and, that if the Draft HEFSP were to be approved by the Court, the Planning

Board would promptly adopt the Draft HEFSP as an amendment to the Master Plan of the Township of Ewing; and

WHEREAS, the Planning Board recommended by said Resolution that the Mayor and Council of the Township of Ewing similarly endorse the Draft HEFSP and, if the Draft HEFSP were to be approved by the Court, that the Mayor and Council accept the Draft HEFSP and adopt such legislation as necessary to implement the Draft HEFSP; and

WHEREAS, on December 1, 2016, the Honorable Mary C. Jacobson, A.J.S.C., issued an Order granting approval of the Settlement Agreement and preliminary approval of the Township's Draft Housing Element and Fair Share Plan, which was attached to and made a part of the executed Settlement Agreement; and

WHEREAS, the Court tentatively determined that the Township's proposed Draft HEFSP satisfied the Township's obligation to provide a realistic opportunity to satisfy its Rehabilitation Share and its Prior Round and Third Round "fair share" of the regional need for housing affordable to very low income, low income and moderate income households pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the applicable substantive regulations of the New Jersey Council on Affordable Housing ("COAH"), Mount Laurel IV and other applicable laws; and

WHEREAS, by Resolution dated March 3, 2017, the Planning Board adopted the Draft HEFSP as an amendment to the Master Plan of the Township of Ewing and recommended that the Mayor and Council adopt and implement same; and

WHEREAS, by said Resolution, the Planning Board also recommended that the Mayor and Council adopt an Affordable Housing Ordinance to implement the HEFSP; and

WHEREAS, the Township then determined to amend its Housing Element and Fair Share Plan to include additional sites meeting its fair share obligations and to remove a site that no longer presents a realistic opportunity for affordable housing;

WHEREAS, the amendments did not involve any changes to the Township's affordable housing obligations as previously approved by the Court regarding the Township's Rehabilitation Share of 140 housing units, its Prior Round Obligation of 481 housing units, and its Third Round Obligation of 341 units, respectively, all as previously determined by Judge Jacobson to be fair to the interests of the region's low and moderate income households; and

WHEREAS, as a result of the amendments to the Housing Element and Fair Share Plan as described above, it was necessary to also amend the Settlement Agreement to replace the Housing Element and Fair Share Plan that was previously attached to and made a part of the Agreement with the Amended Housing Element and Fair Share Plan; and

WHEREAS, the draft of the second amended Settlement Agreement incorporates the changes reflected in the most recent draft of the amended Housing Element and Fair Share Plan; and

WHEREAS, upon approval, this second amended Settlement Agreement with Fair Share Housing Center shall satisfy the Township's obligation for providing affordable housing and the methodology and strategies for meeting that obligation; and

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Ewing, Mercer County, New Jersey, on this 12th day of September 2023 that

1. The second amended Housing Element and Fair Share Plan attached hereto shall replace in its entirety, the Draft Housing Element and Fair Share Plan previously attached to the approved Settlement Agreement as Exhibit A.
2. All other provisions set forth in the October 31, 2016 Settlement Agreement, which was approved by the Court on December 1, 2016, shall remain unchanged.
3. The Township Council hereby endorses the Second Amended HEFSP and agrees to implement said Second Amended HEFSP, upon its adoption by the Planning Board by adopting a new Affordable Housing Ordinance and updating other Township Ordinances and Redevelopment Plans as needed, and
4. The Mayor, Township Administrator, and Township Clerk, together with all other officers, professionals and employees of the Township are hereby authorized and directed to submit this Resolution to the Court and to commit to taking any and all steps necessary to effectuate the purposes of this Resolution.

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 12th day of September 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk

September 6, 2023

Michael W. Herbert, Esq.
Parker McCay, P.A.
3840 Quakerbridge Rd
Suite 200
Hamilton, NJ 08619

Re: In the Matter of the Application of the Township of Ewing, County of Mercer, Docket No. MER-L-1556-15

Dear Mr. Herbert:

This letter memorializes the terms of an Second Amended Settlement Agreement reached between the Township of Ewing (the "Township" or "Ewing"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through the prior settlement, a defendant in this proceeding.

Background

Ewing filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

The Township and FSHC entered into a Settlement Agreement on November 15, 2016 resolving the declaratory judgment action the Township filed concerning its constitutional obligation to provide for its fair share of affordable housing.

Pursuant to that agreement, FSHC and Ewing agreed that Ewing's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	140
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	481
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	341

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, April 16, 2015, revised July 2015.

On December 5, 2016, following a Fairness hearing, the court found the agreement to be fair, reasonable, and adequately protective of the interests of very low, low, and moderate income households.

In March 2018, the Township and FSHC entered into a First Amended Settlement Agreement removing one affordable housing site that was no longer viable and adding two new replacement affordable housing sites in its Third Round compliance plan. This agreement was approved by the court on April 23, 2018 following a final Compliance Hearing.

The Township and FSHC have since agreed to make additional changes to the Township's Third Round and proposed future round compliance mechanisms in response to one Third Round compliance mechanism that no longer presents a realistic opportunity for the construction of affordable housing as well as opportunities for new affordable housing sites.

Second Amended Settlement terms

The Township and FSHC hereby agree to the following:

1. The Second Amended Housing Element and Fair Share Plan ("HEFSP") attached hereto as Exhibit A shall replace in its entirety the HEFSP previously attached to the approved First Amended Settlement Agreement. The Second Amended HEFSP includes the following changes to the Township's affordable housing mechanisms:
 - a. The Princeton and Pritchard Third Round compliance mechanism is removed and replaced with the Sullivan Greene II (HOMES By TLC) 100% affordable site containing eleven (11) affordable units, including six (6) very low income units and five (5) low income units.
 - b. Three (3) new group homes are added as proposed future round compliance mechanisms containing a total of twelve (12) affordable units, all of which are very low income units.
 - c. The Heritage Court III inclusionary site is added as a proposed future round compliance mechanism containing eighteen (18) affordable units, including three (3) very low income units, six (6) low income units, and nine (9) moderate income units.
 - d. Eight (8) Duplex Family Units by HOMES by TLC is added as a proposed future round compliance mechanism containing eight (8) affordable units, including two (2) very low income units, five (5) low income units, and one (1) moderate income unit.
 - e. The Birmingham III site is added a proposed future round compliance mechanism containing seventy-five (75) age-restricted affordable units, all of which are very low income units.
2. Upon full execution of this Second Amended Settlement Agreement, the Township shall have sixty (60) days to adopt a revised HEFSP incorporating the above changes and outlining a construction and funding schedule pursuant to N.J.A.C. 5:93-5.5.
3. Other than the amendments described above, all terms and conditions of the First Amended Settlement Agreement approved by the court on April 23, 2018 remain in full force and effect.

TO FSHC: Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE TOWNSHIP: Michael W. Herbert, Esq.
Parker McCay, P.A.
3840 Quakerbridge Rd
Suite 200
Hamilton, NJ 08619
Telecopier: 609.896.4222
Email: mherbert@parkermccay.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Ewing Township Municipal Clerk
2 Jake Garzio Dr
Ewing, NJ 08628
Telephone: (609) 883-2900
Email: kmacellaro@ewingnj.org

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of Ewing, with the authorization
of the governing body:

Dated: _____

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 TOWNSHIP OF EWING (“TOWNSHIP”) TO ENTER A NEW COLLECTIVE NEGOTIATIONS AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE PBA Local 111 (“PBA”) BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2028

Resolution #23R- WHEREAS, the Township of Ewing and the PBA are parties to a collective negotiations agreement (“Contract”) covering the period January 1, 2019 through December 31, 2023; and,

WHEREAS, the PBA and Township have engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and,

WHEREAS, the Township and PBA have reached agreement on new terms and conditions for a successor contract which are subject to ratification by the members of the PBA and approval by the Mayor and Council of the Township; and,

WHEREAS, the negotiating committees for the Township and the membership of the PBA unanimously agree to recommend the agreement for ratification and approval.

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

A. Except as herein modified, the terms and conditions set forth in the January 1, 2019 through December 31, 2023 Contract between the Township and PBA shall remain in full force and effect.

B. ARTICLE V, SECTION 5.01, SICK LEAVE

To be Amended as follows:

1.. Subsection 2. Effective 1/1/24, change 12 sick days to 15 sick days (180hours).

2. Subsection 4. Effective 1/1/24, change 12 sick days to 15 sick days (180hours)

C. ARTICLE IX, SECTION 9.01, WAGES

1. Subsection A.

a. Those in the Academy will see a beginning salary raise to \$48,500.00; Those beginning or undergoing training by an FTO will have a starting salary of \$50,000.00; all other steps will see an automatic \$4,000.00 increase from the 2023 salary to the 2024 salary throughout all steps and all classifications for those who are part of the bargaining unit.

- | | | |
|----|------------------|-------|
| b. | Effective 1/1/25 | 3.50% |
| c. | Effective 1/1/26 | 3.50% |
| d. | Effective 1/1/27 | 3.50% |
| e. | Effective 1/1/28 | 3.00% |

2. Subsection B, add: The members of this negotiations unit are paid bi-weekly. The amount of pay due each pay period is, in 10 of 11 calendar years, determined by dividing the annual salary, as negotiated by the Township and the Association, into 26 separate, equal units. The term “salary” does not mean that the negotiations unit members are not eligible for overtime pay, when the circumstances warrant, in accordance with Article VII of this Agreement. For that purpose, as set forth in Article VII, Sections 7.01 and 7.03, the applicable overtime rate is determined by first establishing the “base rate,” which is to divide the annual salary (excluding Holiday pay as set forth in Article X, Section 10.02) by 2080 hours, then multiplying that base rate by one and one-half.

3. Subsection C (New). Officers who are assigned to CIB, CRU, and/or Professional Standards Bureaus as of the date of ratification shall continue to receive any relevant salary increase (currently \$400.00) even if they vacate the assignment. Officers assigned to CIB, CRU, and/or Professional Standards Bureaus after the date of ratification shall only receive the salary adjustment when assigned to one of the designated bureaus.

4. If this Agreement is ratified by the PBA membership on or prior to September 1, 2023, base salaries shall be increased by .50% effective in the first pay period after September 1, 2023.

D. ARTICLE X, SECTION 10.01, HOLIDAYS

Add Juneteenth (June 19) at 11.5 hours to base pay effective 01/01/202

E. ARTICLE XIV, SECTION 14.01, HOSPITAL AND MEDICAL INSURANCE

Add the following: If any other negotiations unit of Township employees receives a reduction or modification of the Chapter 78 contributions towards medical premiums, at the written request of the PBA, the parties agree to meet and negotiate regarding the sole issue of employee contribution. If the parties reach an impasse the issue can be submitted to an arbitrator pursuant to Article XV.

F. ARTICLE XVI, TERM AND RENEWAL

January 1, 2024 through 11:59 pm on December 31, 2028.

G. ARTICLE XX, SECTION 20.03, VEHICLE ALLOWANCE AND TRAINING

(New). If the police licensing requirement for incumbent officers has a fee, the parties agree to meet and negotiate how the fee will be paid. If the parties reach an impasse the issue can be submitted to an arbitrator pursuant to Article XV.

H. ARTICLE XXVIII, RETROACTIVE BENEFITS

Change January 1, 2019 to January 1, 2024.

I. ARTICLE XXXI, SECTION 31.01, MATERNITY LEAVE

Section 31.01, Subsection C. Replace with the following: “In addition to any other benefits allowed under this Article, all Officers with one (1) year or more of service shall be granted leave without pay for up to six (6) months duration for the birth, placement, or adoption of a child, and shall be returned to work without loss of prior seniority, or prior benefits. The Officer shall provide thirty (30) days written notice of the need for the leave to the Chief or his designee prior to the date that the leave is to commence. Leave under this Subsection shall run concurrent with FMLA and NJ FLA.”

J. ARTICLE XVII SECTION 17.03, PAY

The members of this bargaining unit are paid bi-weekly. The amount of pay due each pay period is, in 10 of 11 calendar years, determined by dividing the annual salary, as negotiated by the Township and the Union, into 26 separate, equal units. The term “salary” does not mean that the bargaining unit members are not eligible for overtime pay, when the circumstances warrant, in accordance with Section 6.03 (“Overtime”). For that purpose, the applicable overtime rate is determined by first establishing the “base rate,” which is to divide the annual salary by the number of hours worked in a year (not including overtime), then multiplying that base rate by one and one-half.”

K. This agreement is subject to ratification by the PBA membership and approval by the Township before it becomes effective.

L. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and PBA LOCAL 111 scheduled to take effect as of January 1, 2024. The approval of the Township is conditioned upon ratification of the proposed contract terms by the members of the PBA.

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 12th day of September 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 TOWNSHIP OF EWING (“TOWNSHIP”) TO ENTER A NEW COLLECTIVE BARGAINING AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE IBEW Local 102 (“IBEW”) BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2027

Resolution #23R- WHEREAS, the Township of Ewing and the IBEW are parties to a collective negotiations agreement (“Contract”) covering the period January 1, 2020 through December 31, 2023; and,

WHEREAS, the IBEW and Township have engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and,

WHEREAS, the Township and IBEW have reached agreement on new terms and conditions for a successor contract which are subject to ratification by the members of the IBEW and approval by the Mayor and Council of the Township; and,

WHEREAS, the negotiating committees for the Township and the membership of the IBEW unanimously agree to recommend the agreement for ratification and approval.

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

A. Except as herein modified, the terms and conditions set forth in the January 1, 2020 through December 31, 2023 Contract between the Township and IBEW shall remain in full force and effect.

B. ARTICLE 35 - HOLIDAYS

Juneteenth (June 19) to be a Township holiday, aligning the calendar with the Mercer County decision regarding the observance of Juneteenth.

C. ARTICLE 43 – HEALTH BENEFIT COVERAGE

Add Subsection E – New Language – If any other negotiations unit of Township employees received a reduction or modification of the Chapter 78 contributions towards medical premiums, at the written request of the IBEW, the parties agree to meet and negotiate regarding the sole issue of employee contribution. If the parties reach an impasse the issue can be submitted to an arbitrator.

D. ARTICLE 45 - WAGES

Salary Increases

Effective January 1, 2024	4.00%
Effective January 1, 2025	3.50%
Effective January 1, 2026	3.50%
Effective January 1, 2027	3.50%
Effective January 1, 2028	3.00%.

E. ARTICLE 48 – TERMS OF AGREEMENT

January 1, 2024 through 11:59 pm on December 31, 2028.

F. ADDITIONAL PROVISIONS

1. In anticipation of future 27 pay considerations, based on the calendar year, no extra pay will occur, and the Township and Union agree that the amount of pay will reflect the amount due under the salary guidelines established by the CNA.

2. If ratified prior to September 1, 2023, a 0.5% increase for all employees who are employed by Ewing Twp through the end of the year, based upon the rates contained in the expanding contract for 2023.

G. This agreement is subject to ratification by the IBEW membership and approval by the Township before it becomes effective.

H. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and IBEW LOCAL 102 scheduled to take effect as of January 1, 2024. The approval of the Township is conditioned upon ratification of the proposed contract terms by the members of the IBEW.

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 12th day of September 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 AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN EWING TOWNSHIP AND THE MERCER COUNTY IMPROVEMENT AUTHORITY FOR CURBSIDE COLLECTION OF RECYCLABLES FOR THE TERM OF FIVE YEARS (5) COMMENCING ON JANUARY 1, 2024 THROUGH DECEMBER 31, 2028

Resolution #23R- WHEREAS, there exists a need in Ewing Township to provide recycling services to the residents of Mercer County; and

WHEREAS, the Mercer County Improvement Authority (“MCIA”) has been designated by the County of Mercer as the implementing agency for the Solid Waste Management Plan within Mercer County under the Solid Waste Management Act N.J.S.A. 13:1E-1 *et seq.* for the curbside collection of recyclables; and

WHEREAS, Ewing Township wishes to continue its participation in the Mercer County Solid Waste Management Plan by having MCIA provide for the Curbside Recycling Program throughout the Township during the term of the agreement; and

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-4 *et seq.*, permits the Township to enter into an Agreement with the MCIA to provide for said Curbside Recycling Services during the Term of the Agreement; and

WHEREAS, the Agreement between the MCIA and the Township for the Curbside Recycling Collection Program covers a term of five (5) years commencing on January 1, 2024 through December 31, 2028; and

WHEREAS, the Agreement between the Township and the MCIA supersedes all prior shared services agreements for Curbside Recycling Services; now therefore

BE IT RESOLVED by the Council of Ewing Township, in the County of Mercer and State of New Jersey, that the Shared Services Agreement between the Township and the MCIA for curbside collection of recyclables for the Term of the Agreement be and hereby is authorized and accepted by Ewing Township to execute said Agreement; and

WHEREAS, the Chief Financial Officer, as part of this resolution, has certified that funds will be available in the 2024 municipal budget, account #10678616 – Shared Services – Recycling; and

BE IT FURTHER RESOLVED that the Agreement shall take effect upon the adoption of an appropriate resolution by the MCIA and the execution of the Agreement by and between the Ewing Township and the MCIA in accordance with N.J.S.A. 40A:65-4 *et seq.*

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 12th day of September 2023.

SEAL

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

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

SHARED SERVICES AGREEMENT

This Agreement is made this ____ day of _____ 2023 (the "SSA"), by and between **EWING TOWNSHIP** (the "Municipality") and the MERCER COUNTY IMPROVEMENT AUTHORITY, 80 Hamilton Avenue, 2nd Floor, Trenton, New Jersey, 08611.

WHEREAS, the Mercer County Improvement Authority ("MCIA") has been designated by the Mercer County (the "County") Board of County Commissioners (the "Board") as the implementing agency for the County's Solid Waste Management Plan that the County is required to establish and maintain pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., (the "Act"); and

WHEREAS, on November 5, 1988, the Board adopted Ordinance No. 88-33 entitled "An Ordinance Amending the Mercer County Solid Waste Management Plan pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., to include establishing the Mercer County Recycling Plan," (the "County Ordinance") which Recycling Plan provides for the collection and marketing of recyclable materials; and

WHEREAS, the Recycling Plan and County Ordinance were subsequently amended by the following ordinances adopted by the Board: Ordinance No. 89-19 adopted July 25, 1989; Ordinance No. 91-14 adopted June 11, 1991; Ordinance No. 93-11 adopted June 10, 1993; and Ordinance No. 2006-19 adopted December 21, 2006; and

WHEREAS, each municipality within the County was required by Ordinances No. 88-33 and 89-19 to adopt a municipal ordinance providing for recycling within the municipality pursuant to the Statewide Mandatory Source Separation and Recycling Act, N.J.S.A. 13:1E-99.11

et seq., by adopting of the Recycling Plan as its official municipal recycling program (the “Recycling Program”) in the manner required by said County Ordinance; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the “Shared Services Act”), authorizes any local unit of the State to enter into a shared services agreement with any other local unit(s) for the joint provision within the several jurisdictions of any service which any party to the agreement is empowered to undertake within its own jurisdiction; and

WHEREAS, the State of New Jersey, consistent with the Shared Services Act, encourages local units, such as the MCIA and the Municipality, to enter into agreements for the joint provision of governmental services as is authorized by the Shared Services Act; and

WHEREAS, the MCIA has developed a program for the curbside collection of acceptable recyclable materials (the “Curbside Program”) and the Municipality wishes to participate in the Curbside Program; and

WHEREAS, the Parties have each determined it is in their respective best interests to enter into this SSA, allowing the Municipality to participate in the Curbside Program subject to the terms and conditions set forth in this SSA.

NOW, THEREFORE, IT IS agreed by and between the MCIA and the Municipality as follows:

ARTICLE I

Section 1.01 Services to be Provided. The MCIA shall provide the Curbside Program to the Municipality. Pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Act, or other applicable law, the MCIA shall contract with a vendor (the “Recycling Vendor”), which shall undertake the Curbside Program on behalf, and under the supervision. of the MCIA. The Recycling Vendor shall collect acceptable recyclable materials and deliver them to an approved

recycling processing facility. The Municipality shall abide by the terms of the agreement entered into by and between the MCIA and the Recycling Vendor pertaining to the Curbside Program (the "Recycling Vendor Agreement") and shall not take any action whatsoever in violation of the Recycling Vendor Agreement or any such other similar agreement.

Section 1.02 Recyclable Materials. As required by the Curbside Program, and the Recycling Vendor Agreement, the Recycling Vendor shall collect and dispose of the following acceptable recyclable materials: glass food and beverage containers, metal food and beverage cans, certain plastic containers, polycoated beverage cartons, corrugated cardboard, and residential mixed paper. The MCIA reserves the right to remove or add items to the list of acceptable recyclable materials to be collected by the Recycling Vendor as part of the Curbside Program. The MCIA shall determine the dates and the manner in which residents of the Municipality must place the acceptable recyclable materials at the curb or street side for collection by the Recycling Vendor.

Section 1.03 Costs. The Municipality shall deliver payment to the MCIA by the 15th of each calendar month during each year of the term of this SSA which runs coterminous with the Recycling Vendor Agreement, with each monthly payment being in an amount equal to one-twelfth (1/12) of the Total Annual Fee for the then current year of this SSA which are as follows:

<u>Recycling Vendor Agreement Year</u>	<u>Total Annual Fee</u>
Recycling Vendor Agreement Year 1 January 1, 2024 to December 31, 2024	\$889,058
Recycling Vendor Agreement Year 2 January 1, 2025 to December 31, 2025	\$955,208
Recycling Vendor Agreement Option Year 1 (Year 3 of Recycling Vendor Agreement) January 1, 2026 to December 31, 2026	\$1,026,651
Recycling Vendor Agreement Option Year 2 (Year 4 of Recycling Vendor Agreement) January 1, 2027 to December 31, 2027	\$1,103,385
Recycling Vendor Agreement Option Year 3 (Year 5 of Recycling Vendor Agreement) January 1, 2028 to December 31, 2028	\$1,186,734

Section 1.04 Hold Harmless. The Parties agree to hold each other harmless for any loss, damage or claim incurred or asserted resulting from the negligence of either Party in performing their duties and responsibilities under this SSA.

Section 1.05 Default. In the event the MCIA serves written notice upon the Municipality identifying any breach(es) of the terms or conditions of this SSA by the Municipality and if the Municipality fails to cure such identified breach(es) of this SSA within thirty (30) days after receipt of such written notice served upon the Municipality by the MCIA pursuant to this Section 1.05 of this SSA, the MCIA shall then have the option, in its sole and absolute discretion, to terminate this SSA.

Section 1.06 Government Approvals. The MCIA and the Municipality agree to use their best efforts and due diligence to obtain any approvals from the New Jersey Department of Environmental Protection, and/or any other governmental agency or authority that may be required to implement or maintain the Recycling Program and/or the Curbside Program.

Section 1.07 Term. The term of this SSA is intended by the Parties to run, and shall be, coterminous with the term of the Recycling Vendor Agreement. This SSA shall therefore have an initial term of two (2) years, commencing January 1, 2024 and expiring December 31, 2025, and the MCIA shall have the right to exercise three (3) one-year renewal periods of one year each as identified in Section 1.03 of this SSA. This SSA shall terminate immediately upon termination of the Recycling Vendor Agreement unless otherwise agreed to by the Parties.

ARTICLE II

Section 2.01 Entire Agreement. The provisions of this SSA shall constitute the entire agreement between the Parties for or with respect to the matters described herein except as to the Recycling Vendor Agreement which is incorporated herein by reference. This SSA may only be modified only by written agreement duly executed by both Parties.

Section 2.02 Headlines. Captions and headings appearing in this SSA are for ease of reference only and do not constitute a part of this SSA.

Section 2.03 Governing Law. This SSA shall be governed by the laws of the State of New Jersey.

Section 2.04 Severability. In the event that any provision of this SSA shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this SSA or to such other appropriate actions as shall, to the maximum extent practicable in light

of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this SSA shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05 Execution of Counterparts. This SSA may be executed by the Parties in any number of counterparts each of which shall be executed by the MCIA and Municipality and all of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the MCIA and the Municipality have caused their respective corporate seals to be hereunto affixed hereto and attested and this SSA to be signed by their respective officers duly authorized and this SSA to be dated as of the day and year first above written.

WITNESS:

MERCER COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Representative

WITNESS:

EWING TOWNSHIP

By:  _____

By:  _____
Representative

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 MUNICIPAL ALLIANCE COORDINATION

Resolution #23R- WHEREAS, the Governor's Council on Alcoholism and Drug Abuse (GCADA) established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Township of Ewing (the "Township") recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages, and therefore, has an established Municipal Alliance Committee; and

WHEREAS, the Township further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, pursuant to Resolution #23R-100, the Township applied for funding to the GCADA through the County of Mercer; and

WHEREAS, the Township will be awarded \$13,111.00 for Municipal Alliance Coordination for the FY23 / FY24 budget year, from July 1, 2023 through June 30, 2024; and

WHEREAS, the Township desires to contract with the County of Mercer for the provision of such services, as needed, as shown in Attachment A to the Shared Services Agreement (the "Agreement"), which is attached hereto; and

WHEREAS, this Agreement is authorized pursuant to N.J.S.A. 40A:65-1, *et seq.*; and

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 Municipal Alliance Coordination in conjunction with the Governor's Council on Alcoholism and Drug Abuse (GCADA).
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 Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of September 2023.

SEAL

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

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

THIS AGREEMENT made this _____ day of _____ 2023 by and between the COUNTY OF MERCER, a body politic of the State of New Jersey, having its principal office located at 640 South Broad Street in the City of Trenton and State of New Jersey, hereinafter referred to as the "COUNTY", and EWING TOWNSHIP having its principal office located at 2 Jake Garzio Drive, Ewing, New Jersey 08628 hereinafter referred to as the "TOWNSHIP".

WHEREAS, pursuant to the authority of N.J.S.A. 40A:65-1, et seq., the County and Township have agreed to have the Township perform the services of the Ewing Township Municipal Alliance Program, as hereinafter set forth; and,

WHEREAS, the County has determined, after investigation, consultation, and interview, the Township is fully qualified to perform and provide such services to and for the County; and,

WHEREAS, the Township has acknowledged its desire to provide such services to and for the County in a proper manner and under the terms and conditions as hereinafter set forth; now, therefore,

IN CONSIDERATION, of the mutual promises herein contained, and intending to be legally bound thereby, the parties have agreed as follows:

ARTICLE I

GENERAL CONDITIONS OF PAYMENT

In consideration of the faithful performance by the Township of its agreements hereunder, and in conformity with the administrative procedures set forth herein, the County covenants and agrees to pay to the Township during the term of this Agreement, a maximum sum of **\$13,111.00** contingent upon the inclusion in and the adoption of the 2023 and 2024 Mercer County Budgets and the Alliance to Prevent Alcoholism and Drug Abuse Agreement. Payments are to be made in prorated amounts, on a quarterly basis and on receipt of expenditure reports as submitted by the Township and approved by the County.

- a. The Township hereby agrees to perform services described in the Program Specifications attached hereto as ATTACHMENT A, in the manner and upon the terms therein specified. ATTACHMENT A, Program Specifications, is hereby fully incorporated and made a part of this Agreement.
- b. The Township shall submit a budget to the County showing how Alliance funds will be utilized. The budget shall include in the grant, a 25% cash match and a 75% in kind

match. The budget shall be incorporated into this Shared Services Agreement as NJ State Budget Form #8.

- c. Maintain in accordance with acceptable practices including client confidentiality, etc. uniform records of services described herein and make such records available to the County at any time during the duration of the Agreement or thereafter.
- d. Forward quarterly progress reports of services rendered from the inception of this Agreement. These reports shall be submitted no later than the tenth day of the month immediately following the end of the quarter concerned.
- e. Maintain adequate financial and/or personnel attendance leave records pertaining to all services described herein as may be rendered and make said records available for inspection by the County and any or all of its agents at any and all reasonable times during the term of this Agreement.
- f. Submit expenditure report forms as prescribed and supplied by the County no later than the tenth day of the month immediately following the end of the quarter concerned. Payment by the County will be based on the quarterly expenditure reports submitted.

ARTICLE II

SPECIAL CONDITIONS

- a. The Township's status shall be that of an independent principal, and not as an agent or employee of the County.
- b. The Township agrees that in the performance of this Agreement, it will obey, abide by and comply with all applicable Federal and State statutes and regulations.
- c. The Township agrees not to assign this Agreement or any monies due hereunder without the prior written approval of the County.
- d. This Agreement, and all rights and obligations of the parties, hereto shall be construed in accordance with the laws of the State of New Jersey.
- e. The Township hereby covenants and agrees to render and save harmless the County from any damages or fines for personal injury and/or property damage or otherwise arising out of the course of any of the activities or duties of the Township or their agents, servants or employees and that the Township will assume the cost, including the payment of legal fees for any judgment arising or resulting there from and burden of providing a good and sufficient defense or defenses, for any such claim, cause of action or law suits, if any.

- f. Any and all provisions of this Agreement may be changed or modified by mutual consent of the parties hereto but any change and/or modification shall not be binding unless reduced to a written agreement, signed by the parties.
- g. The Township hereby covenants and agrees not to discriminate on the basis of race, color, national origin, marital status, sex, religion, personal ancestry, sexual orientation, age or disability in employment. The Township shall insert a similar provision in all subcontracts for service by this Agreement.
- h. Exhibit A, Mandatory Affirmative Action Language is hereby incorporated into the standard language of the Agreement.
- i. The Township and the County of Mercer do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 ET SEQ.) which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this agreement. The Township further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR, Parts 31, 32, and 34.
- j. Providers shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulation.
- k. This Agreement may be terminated by either party upon sixty (60) days written notice to that effect, forwarded to the other party by the party desiring to terminate the agreement and thereupon payments under this Agreement shall be paid to the terminal date based on the expenditure reports submitted. In the event of the cancellation of this Agreement, the Township agrees to furnish to the County such reports as may be requested by it based upon work complete under the provisions of this Agreement.

ARTICLE III

TERMS OF AGREEMENT

It is understood and agreed by and between the parties hereto upon signing, that this Agreement shall be deemed effective from July 1, 2023 and continuing until June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by its duly authorized officers.

EWING TOWNSHIP

COUNTY OF MERCER

By: _____
Bert Steinmann,
Mayor, Ewing Township

By: _____
Brian M. Hughes,
Mercer County Executive

ATTEST:

BY: _____
Witness:
Signature

By: _____
Jerlene H. Worthy,
Clerk to the Board

EWING TOWNSHIP MUNICIPAL ALLIANCE PROGRAM

ATTACHMENT A

The Municipal Alliance Committee and the governing body of the municipality shall adhere to the Rules of the Governor's Council on Alcoholism and Drug Abuse as set forth in Public Law 1989, Chapter 51, 17:40.

Proposed changes to this **ATTACHMENT A** must be forwarded in writing to the County Alliance Coordinator and approved by the County Alliance Steering Subcommittee prior to implementation.

The Township agrees to perform the following programmatic activities over the course of the Shared Services Agreement period:

PROGRAMMATIC ACTIVITIES

Campfire NJ, Prevention Program

Campfire NJ provides educational programs that are evidence-based that empower children with life tools to resist the use and abuse of alcohol and drugs. Students will gain coping skills, cognitive development, self-image, resiliency, goal setting abilities, and positive decision-making which will help them deter from the use of alcohol and drugs. Through role play, discussion, team building activities, and media clips, the sessions focus on combating social peer pressure and overcoming negative situations (teaching timely and effective decision making, identify personal strengths, education on different forms of bullying, awareness of bio/psych changes, conflict resolution, and drug/alcohol education). Sessions focus on strategies to promote and increase the student's self-concept/self-esteem, critical thinking, social responsibility of bullying, mind and body commitment to healthy choices, and coping skills. The programs will take place during the school year. Students in 18 classes (6 sessions each class) will receive Campfire NJ programming which will be facilitated by a certified trained instructor. Over 600 students reached.

Katzenbach School for the Deaf Substance Abuse Prevention Program

This substance abuse/alcohol abuse prevention program is for all students at Katzenbach School for the Deaf, K-12; the program is designed to enable young people at the school to recognize and challenge the misconceptions about alcohol use and misuse. Participants learn about the health and legal risks associated with using alcohol underage. Students in this program will learn information and have the opportunity to practice their alcohol use resistance and peer pressure resistance skills. Students identify their many daily decisions and examine how their decision-making may be influenced by others. They develop the skill to carefully consider the consequences of each alternative before making decisions. They also examine self-esteem issues and develop other cognitive skills. This program will take place for 35 weeks, the entire school year. All Katzenbach students will attend the program; K through 12. Substance abuse prevention sessions will take place each week. Over 100 students reached.

Community Awareness

The Ewing Municipal Alliance will distribute ATOD prevention material and discuss ATOD issues with residents at community events throughout the year. Events include National Night Out, Ewing Community Day, and various school events. Over 2,000 residents reached.

Alliance Coordination

The Ewing Municipal Alliance Coordinator will process purchase requisitions and purchase orders as needed for County reporting. The coordinator will attend County meetings as a representative of the Township and the Alliance. The coordinator will meet with the CFO, submit reports as needed; attend Town Council meetings as needed.

THE TOWNSHIP OF EWING

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A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF NEW JERSEY THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR AN *IT PAYS TO PLUG IN: NJ'S ELECTRIC VEHICLE CHARGING GRANT* (Grant Amount: \$32,000)

Resolution #23R- WHEREAS electric vehicles (“EVs”) reduce greenhouse gases and other pollutants, which helps improve air quality; and

WHEREAS the State of New Jersey Department of Environmental Protection (“NJDEP”) operates an *It Pays to Plug In* Program (the “Program”) which is designed to expand New Jersey’s growing network of EV infrastructure, allowing residents, businesses, organizations and government agencies to purchase and drive EVs; and

WHEREAS the NJDEP, through the program, is providing financial assistance in the form of reimbursement grants to help offset the cost of purchasing and maintaining Level 1 and Level 2 electric vehicle charging stations at qualifying locations in New Jersey that serve the public, workplace and multi-unit dwellings; and

WHEREAS the Township of Ewing (“Township”) desires to further the public interest by applying for and obtaining a grant from the NJDEP through the program in the amount of approximately \$32,000 for the purchase, installation, and maintenance of two Level 2 Dual Port Electric Charging Stations to be installed at the Municipal Complex – lower parking lot Municipal Complex – upper parking lot; Ewing Senior and Community Center and the Hollowbrook Community Center (the “Project”); and

WHEREAS, the Council of the Township of Ewing (“Council”) resolves that the proper officials of the Township are hereby authorized to: (a) make application for such a grant; (b) if awarded, to execute a grant agreement (the “Agreement”) with the State of New Jersey for a grant in an amount not less than \$0 and not more than \$32,000; and (c) to execute any amendments thereto; and

WHEREAS, the Township agrees to comply with all applicable Federal, State and municipal laws, rules and regulations in its performance pursuant to the Agreement; and

WHEREAS, it is in the best public interest of the citizens of the Township of Ewing to apply for such a grant; and

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Ewing, in the County of Mercer and the State of New Jersey, that the proper officials of the Township of Ewing be and hereby are authorized to submit a grant application and execute a grant agreement, and any amendments thereto, with the State of New Jersey through the

Department of Environmental Protection for an *It Pay\$ to Plug In: NJ's Electric Vehicle Charging Grant* in the amount of \$32,000.

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 12th day of September 2023.

SEAL

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

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

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

WHEREAS, the Ewing Township Police Department has recommended disposal of said property which is presently being stored on-site at Police Headquarters; and

WHEREAS, the Ewing Township Police Department has determined that such property is of little or no value and recommends that said property either be disposed of or sold for nominal value; and

WHEREAS, said property is not needed for public purposes;

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

IT IS SO RESOLVED.

Certification:

I, 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 12th day of September 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk

Unit 601 2005 Ford Crown Victoria VIN 2FAFP71W85X147182

Unit 655 2005 Ford Crown Victoria VIN 2FAFP71W45X147180

Unit 616 2014 Chevrolet Tahoe VIN 1GNLC2E01ER141260

Unit 635 2015 Chevrolet Tahoe VIN 1GNSK2EC8FR654645

Unit 636 2015 Chevrolet Tahoe VIN 1GNSK2EC7FR572082

Unit 637 2015 Chevrolet Tahoe VIN 1GNSK2EC0FR570996

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A RESOLUTION APPOINTING SUSAN E. BATE TO A TWO-YEAR TERM AS DEPUTY MUNICIPAL CLERK

Resolution #23R- WHEREAS, pursuant to N.J.S.A. § 40A:9-135, the governing body of any municipality, by ordinance, may create the office of deputy municipal clerk and provide for appointments thereto, his compensation, term thereof and the powers, duties and functions of such office.

WHEREAS, pursuant to N.J.S.A. § 40A:9-135, during the absence or disability of the municipal clerk, the deputy municipal clerk shall have all the powers of the municipal clerk and shall perform the functions and duties of such office.

WHEREAS, Ewing Township has created the position of Deputy Clerk by Ordinance in accordance with N.J.S.A. 40A:9-135; and

WHEREAS, pursuant to Township Ordinance § 4-19A, a Deputy Clerk shall be appointed by the Town Council, for a term of two years, with such title to be in the unclassified civil service; and,

WHEREAS, pursuant to Township Ordinance § 4-19B, the Deputy Clerk shall assist the Municipal Clerk and perform such other functions and duties on a daily basis as may be assigned by the Municipal Clerk, and the Deputy Clerk shall have all of the powers of the Municipal Clerk and shall perform the functions and duties of such office during the absence or disability of the Municipal Clerk; and,

WHEREAS, the current Deputy Clerk term will end as of September 13, 2023; and

WHEREAS, the Township desires to appoint Susan E. Bate as Deputy Municipal Clerk for a Two-Year Term Ending September 13, 2025; and,

BE IT RESOLVED by the Township Council of the Township of Ewing, that Susan E. Bate is hereby appointed as the Deputy Clerk for a Two-Year Term Commencing September 14, 2023.

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 12th day of September 2023.

SEAL

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

THE TOWNSHIP OF EWING

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A RESOLUTION APPOINTING EDDIE M. ROBERTS, JR. TO THE ZONING BOARD OF ADJUSTMENT

Resolution #23R- WHEREAS, the Township Code provides that the Governing Body shall appoint/reappoint members to the Zoning Board of Adjustment, and

WHEREAS, Chapter 15-89.1 of the Ewing Township Code provides that the terms shall be for 4 years for regular members and 2 years for alternate members, and

WHEREAS, the Township Council desires to make the appointment set forth herein;

NOW THEREFORE, BE IT RESOLVED that the Township Council of Ewing Township hereby appoints the following individual to the Zoning Board of Adjustment:

1. **Appointing Eddie M. Roberts, Jr. to fill the unexpired term of Sarita L. Wilson (2nd Alt), with a term to expire on December 31, 2024**
2. **Appointing Sarita Wilson as 1st Alt, filling the unexpired term of Carl Benedetti, Jr., with a term to expire on December 31, 2024**
3. **Appointing Carl Benedetti, as a regular member, filling the unexpired term of Vernon Clash, with a term expiring on December 31, 2025**

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 the Reorganization Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of September 2023.

SEAL

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

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A RESOLUTION AUTHORIZING ST. JOHN'S BAPTIST CHURCH TO HOLD A ROAD CLOSING (AUTO SHOW) ON SEPTEMBER 23, 2023

Resolution #23R- WHEREAS, the code of the Township of Ewing provides for the review and approval of application for parades/block party/road closing; and

WHEREAS, St. John's Baptist Church has requested the following roads to be closed: Higgs Park; Georgia Avenue; Oregon Avenue between Somerset Street and Sussex Street; and

WHEREAS, the Chief of Police and the Fire Official have reviewed and approved the application of St. John's Baptist Church for a road closing (auto show) to be held on Saturday, September 23rd, 2023 (with a rain date of September 24th, 2023) starting at 6:00 a.m. and ending at 6:00 p.m.; and

NOW THEREFORE, BE IT RESOLVED that the Township Council of the Township of Ewing does hereby approve the application for a road closing (auto show) on September 23rd, 2023.

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 12th day of September 2023.

SEAL

**Kim Macellaro, CMC
Municipal Clerk**