

Township of Ewing Zoning Board of Adjustments

**Annual Report of Review of Board
Decisions and Zoning Ordinances**

**RESOLUTION #2023-ZB-05
ADOPTING 2022 ANNUAL REPORT**

WHEREAS, the Municipal Land Use Law requires that the Zoning Board of Adjustments (hereinafter “the board”) conduct an annual review of its decisions on applications and appeals for variances and prepare and adopt by resolution a report of its findings on Zoning Ordinances amendment or revisions, if any, pursuant to N.J.S.A. 40:55D-70.1; and

WHEREAS, pursuant to that statute, the Board is required to send copies of the report and resolution to the governing body and Planning Board; and

WHEREAS, the Board has reviewed its decisions in 2022 with respect to applications and appeals for variances and has considered recommendations for zoning ordinance amendments or Revisions; and

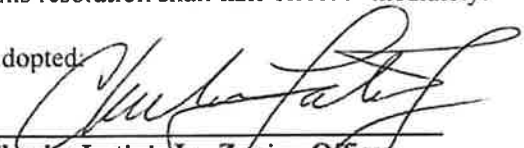
WHEREAS, a public hearing was held on August 17, 2023 at which time the board discussed it’s review and recommendations, for purposes of adopting the following report.

NOW THEREFORE, BE IT RESOLVED, that the Township of Ewing Zoning Board of Adjustments hereby approves the aforesaid annual report prepared by Township Planner/Zoning Officer Charles Latini, Jr., PP, AICP.

BE IT FURTHER RESOLVED that the Board Secretary is hereby directed to forward a copy of the aforesaid report and this resolution to the Mayor and Council and the Planning Board of the Township.

This resolution shall take effect immediately.

Adopted:


Charles Latini, Jr., Zoning Officer
Ewing Township Zoning Board of Adjustments

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Chairman Maloney		✓				
Vice Chairman Greenberg	✓	✓				
George Byrd, III					✓	
Kimberly Owens		✓				
Monica Harvey-Talbert		✓				
Mary Corrigan					✓	
Carl Benedetti, Jr.		✓				
Sarita Wilson		✓				



2022 Annual Report

ZONING & PLANNING BOARD ACTIVITY

Submitted by:

Charles Latini, Jr. PP, AICP
Zoning Officer



TABLE OF CONTENTS

TOTALS OF ZONING AND PLANNING BOARD APPLICATIONS	PAGE 1
SUMMARY	PAGE 2
SUMMARY OF ZONING BOARD USE VARIANCE APPLICATIONS	PAGE 3
SUMMARY OF ZONING BOARD BULK VARIANCE APPLICATIONS	PAGE 4
SUMMARY OF ZONING BOARD SITE PLAN APPLICATIONS	PAGE 5
SUMMARY OF PLANNING BOARD CONDITIONAL USE APPLICATIONS	PAGE 6
SUMMARY OF PLANNING BOARD BULK VARIANCE APPLICATIONS	PAGE 7
SUMMARY OF PLANNING BOARD SUBDIVISION AND OR LOT CONSOLIDATION APPLICATIONS	PAGE 10
SUMMARY OF PLANNING BOARD SITE PLAN APPLICATIONS	PAGE 12
SUMMARY OF PLANNING BOARD REQUESTS FOR EXTENSION OF APPROVALS	PAGE 15
SUMMARY OF COURTESY REVIEWS/DISCUSSIONS/PRESENTIONS	PAGE 16

ZONING BOARD

Total number of Applications before Zoning Board in 2022 – 2

Number of applications requesting use variances - 2

Number of applications requesting bulk variances - 1

Number of applications requesting site plan approval - 2

Number of courtesy reviews/discussions/presentations - 1

PLANNING BOARD

Total Number of Applications before Planning Board in 2022 – 12

Number of applications requesting conditional use variance - 1

Number of applications requesting bulk variances or waivers - 9

Number of applications requesting subdivisions and/or lot consolidations - 4

Number of applications requesting site plan approval - 10

Number of applications requesting extensions - 1

Number of courtesy reviews/discussions/presentations - 15

SITE REVIEW

Total number of applicants heard at Site Review in 2022– approximately 29



Summary Analysis

This report provides a synopsis of the Planning and Zoning Board activities over the last year. The applications summarized herein provide a glimpse as to the potential issues that may occur upon strict application of the rules within the Township's land Development Ordinance.

In accordance with **New Jersey Land Use Law section 40:55D-70.1** *"The board of adjustment shall, at least once per year, review its decisions on applications and appeals for variances and prepare and adopt by resolution a report of its findings on zoning ordinance provisions which were the subject of variance request and its recommendations for zoning ordinance amendment or revisions, if any. The board of adjustment shall send copies of the report and resolution to the governing body and planning board"*.

Accordingly, the issues the Planning Board should consider exploring, by plan and/or ordinance based on this report, are as follows. Some of these issues remain from the prior year's analysis.

Single-family Residential – The Township needs to continue consideration of collegiate housing pressures. Zoning variances for floor area ratio remain an issue to review. Dissection of the entire residential R1, R2, and R3 zones is appropriate.

Escrows for smaller variance projects continue to be an issue. The nature of these applications does not warrant big reviews, but with three professionals reviewing beforehand and the board proceedings, the fees and their application fees hurt the everyday taxpayer. While currently handled Administratively, it is appropriate for the Township to explore ways to streamline the review process for the everyday homeowner officially.

Pressures on all the Township's **Industrial zones** continue. Development standards and the nature of the end users require different approaches within today's modern warehousing needs.

Enforcement – Code enforcement, property maintenance and the Township's successes thereof, are directly related to the marketability of future investment opportunities and ultimately the Township's success. The Township should continue to work on these issues hand-in-hand between police, code enforcement, real estate investors and college representatives to address conditions.



USE VARIANCE APPLICATIONS
BEFORE ZONING BOARD IN 2022

APPLICANT:

DESCRIPTION:

DETERMINATIONS:

Full Tilt Labs, LLC
352 Eggerts Crossing Road
Block 214.19, Lot 4
R-2 Zone
App. #ZBA-22-002
App. Fee - \$1,050.00
Escrow posted - \$8,050.00

Applicant requested Preliminary and Final Site Plan Approval, a **Use Variance** and several associated Bulk Variances to permit the Applicant to construct a 9,000 SF cannabis grow facility plus all attendant site improvements. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions on 7/21/2022.

Atlantic Realty Development
2200 Scenic Drive
Block 423.03, Lot 225
R-M Zone
App. #ZBA-22-004
App. Fee - \$1,250.00
Escrow posted - \$8,000.00

Applicant requested Preliminary and Final Site Plan approval (amended) and **D Variance** for de minimus expansion of non-conforming use approved in late 1960's to early 1970's. Applicant is proposing to construct new Clubhouse and add six (6) dwelling units. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions on 12/15/2022.



BULK VARIANCE APPLICATIONS
BEFORE ZONING BOARD IN 2022

APPLICANT:

Full Tilt Labs, LLC
352 Eggerts Crossing Road
Block 214.19, Lot 4
R-2 Zone
App. #ZBA-22-002
App. Fee - \$1,050.00
Escrow posted - \$8,050.00

DESCRIPTION:

Applicant requested Preliminary and Final Site Plan Approval, a Use Variance and several associated **Bulk** Variances to permit the Applicant to construct a 9,000 SF cannabis grow facility plus all attendant site improvements. Applicant also requested any other variances or waivers deemed necessary by the Board.

DETERMINATIONS:

Board approved with conditions on 7/21/2022.



SITE PLAN APPLICATIONS
BEFORE ZONING BOARD IN 2022

APPLICANT:

Full Tilt Labs, LLC
352 Eggerts Crossing Road
Block 214.19, Lot 4
R-2 Zone
App. #ZBA-22-002
App. Fee - \$1,050.00
Escrow posted - \$8,050.00

DESCRIPTION:

Applicant requested **Preliminary and Final Site Plan** Approval, a Use Variance and several associated Bulk Variances to permit the Applicant to construct a 9,000 SF cannabis grow facility plus all attendant site improvements. Applicant also requested any other variances or waivers deemed necessary by the Board.

DETERMINATIONS:

Board approved with conditions on 7/21/2022.

Atlantic Realty Development
2200 Scenic Drive
Block 423.03, Lot 225
R-M Zone
App. #ZBA-22-004
App. Fee - \$1,250.00
Escrow posted - \$8,000.00

Applicant requested **Preliminary and Final Site Plan** approval (amended) and D Variance for de minimus expansion of non-conforming use approved in late 1960's to early 1970's. Applicant is proposing to construct new Clubhouse and add six (6) dwelling units. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions on 12/15/2022.



CONDITIONAL USE APPLICATIONS
BEFORE PLANNING BOARD IN 2022

APPLICANT:

Noble Valley Harvest Company
4 Jane Street
Block 109, Lot 165
OAR SA-3A Zone
App. #PBA-22-003
App. Fee - \$1,000.00
Escrow posted - \$4,500.00

DESCRIPTION:

Applicant requested preliminary and final site plan approval and **conditional use** approval with variances for renovation of tenant space into NJ CRC Class 1 medical cannabis cultivation facility. Applicant also requested any other variances or waivers deemed necessary by the Board.

DETERMINATIONS:

Board approved with conditions 3/3/2022.



BULK VARIANCE APPLICATIONS
BEFORE PLANNING BOARD IN 2022

APPLICANT:

DESCRIPTION:

DETERMINATIONS:

Sumit Sethi, Landmark Realty
Group NJ, LLC
102 Walters Avenue
Block 590, Lot 1.01
IP-3 Zone
App. #PBA-21-007
App. Fee -\$1,050.00
Escrow posted - \$7,747.10

Applicant requested preliminary and final site plan approval with **variances** for construction of 11,757 square foot Warehouse/Office building on the three (3) frontage lots on Walters Avenue, Commerce Avenue and Spring Garden Avenue and onsite parking with three (3) loading areas/docks. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions on 2/3/2022.

Scozzari Builders Inc.
113-121 Commerce Avenue
Block 105, Lots 58 thru 62
IP-3 Zone App.
#PBA-21-006
App. Fee - \$1,700.00
Escrow posted - \$4,465.20

Applicant requested preliminary and final subdivision and preliminary and final site plan approval with **variances** to subdivide existing 5 lots into three lots to construct two buildings of 2,400 square feet and one building of 2,688 square feet, parking and various site improvements. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 2/3/2022.

Urban Deco, LLC
33 & 37 Dover Avenue
Block 25, Lots 83 thru 88
SA-7B Zone in OAR
App. #PBA-21-008
App. Fee - \$2,150.00
Escrow posted - \$11,750.00

Applicant requested preliminary and final site plan approval with **variances** to construct an eight (8) unit, two (2) story Multi-Family Development with off-street parking and stormwater management. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board denied application 2/3/2022.

Noble Valley Harvest Company
4 Jane Street
Block 109, Lot 165
OAR SA-3A Zone
App. #PBA-22-003
App. Fee - \$1,000.00
Escrow posted - \$4,500.00

Applicant requested preliminary and final site plan approval and conditional use approval with **variances** for renovation of tenant space into NJ CRC Class 1 medical cannabis cultivation facility. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 3/3/2022.



The Ewing Cemetery Association
78 Scotch Road
Block 364.01, Lot 25
R-2 Zone
App. #PBA-22-004
App. Fee - \$1,000.00
Escrow posted - \$12,750.00

Applicant requested preliminary and final site plan approval with **variance** for pre-existing condition for proposed construction of new 6,200 s.f. building containing offices, meeting rooms, event space and a crematory and ancillary site improvements. Cemeteries are a permitted principal use in the R-2 Zone. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 7/7/2022.

Chuc Loc Enterprise, LLC
40 Scotch Road
Block 364, Lot 66
TC Zone
App. #PBA-22-010
App. Fee - \$1,250.00
Escrow posted - \$6,630.00

Applicant is requesting Preliminary and Final Site plan approval with **variances** to utilize former PNC Bank building for restaurant with a drive-thru. Applicant is also requesting any other variances or waivers deemed necessary by the Board.

Board approved with conditions 8/4/2022.

Urban Deco, LLC
33 & 37 Dover Avenue
Block 25, Lots 83 thru 88
SA-7B Zone in OAR
App #PBA-21-008
No new fees required

Applicant requested subdivision approval, waivers and **variances** to create three (3) new lots and construct three (3) new two (2) family structures as part of a Whispering Woods Settlement hearing on the Settlement Plan submitted by Urban Deco, LLC.

Board approved with conditions 11/3/2022.

KRE Acquisitions Corp.
1500 Parkway Avenue
Block 374, Lot 4.02
PARA
App. #PBA-22-012
App. Fee - \$2,150.00
Escrow posted - \$40,375.00

Applicant requested Preliminary and Final Major Site Plan and Subdivision approval and **deviations** and waivers in connection with property located at 1500 Parkway Avenue. The application involves a subdivision of the site into three lots and will include construction of a new warehouse building of approximately 285,152 sq. feet and three commercial/light industrial "flex" buildings of approximately 20,000 sq. feet each along Parkway Avenue. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 11/3/2022.



Parkway Town Center, LLC
1445 Parkway Avenue
Block 343, Lot 1.01
PARA
App. #PBA-22-013
App. Fee - \$500.00
Escrow posted - \$5,000.00

Applicant requested preliminary and final subdivision approval in the form of a financial subdivision to create 12 lots; amended preliminary and final site plan approval reflecting the changes to the previously delineated and approved five (5) construction phases; or **bulk variances** created by the proposed subdivision. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions
12/1/2022.



**SUBDIVISIONS AND/OR LOT
CONSOLIDATIONS
BEFORE PLANNING BOARD IN 2022**

APPLICANT:

DESCRIPTION:

DETERMINATIONS:

Scozzari Builders Inc.
113-121 Commerce Avenue
Block 105, Lots 58 thru 62
IP-3 Zone App.
#PBA-21-006
App. Fee - \$1,700.00
Escrow posted - \$4,465.20

Applicant requested preliminary and final **subdivision** and preliminary and final site plan approval with variances to subdivide existing 5 lots into three lots to construct two buildings of 2,400 square feet and one building of 2,688 square feet, parking and various site improvements. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 2/3/2022.

Urban Deco, LLC
33 & 37 Dover Avenue
Block 25, Lots 83 thru 88
SA-7B Zone in OAR
App #PBA-21-008
No new fees required

Applicant requested **subdivision** approval, waivers and variances to create three (3) new lots and construct three (3) new two (2) family structures as part of a Whispering Woods Settlement hearing on the Settlement Plan submitted by Urban Deco, LLC.

Board approved with conditions 11/3/2022.

KRE Acquisitions Corp.
1500 Parkway Avenue
Block 374, Lot 4.02
PARA
App. #PBA-22-012
App. Fee - \$2,150.00
Escrow posted - \$40,375.00

Applicant requested Preliminary and Final Major Site Plan and **Subdivision** approval and deviations and waivers in connection with property located at 1500 Parkway Avenue. The application involves a subdivision of the site into three lots and will include construction of a new warehouse building of approximately 285,152 sq. feet and three commercial/light industrial "flex" buildings of approximately 20,000 sq. feet each along Parkway Avenue. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 11/3/2022.



Parkway Town Center, LLC
1445 Parkway Avenue
Block 343, Lot 1.01
PARA
App. #PBA-22-013
App. Fee - \$500.00
Escrow posted - \$5,000.00

Applicant requested preliminary and final subdivision approval in the form of a financial **subdivision** to create 12 lots; amended preliminary and final site plan approval reflecting the changes to the previously delineated and approved five (5) construction phases; or bulk variances created by the proposed subdivision. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions
12/1/2022.



**SITE PLAN APPLICATIONS BEFORE
PLANNING BOARD IN 2022**

APPLICANT:

DESCRIPTION:

DETERMINATIONS:

Sumit Sethi, Landmark Realty
Group NJ, LLC
102 Walters Avenue
Block 590, Lot 1.01
IP-3 Zone
App. #PBA-21-007
App. Fee -\$1,050.00
Escrow posted - \$7,747.10

Applicant requested **preliminary and final site plan** approval with variances for construction of 11,757 square foot Warehouse/Office building on the three (3) frontage lots on Walters Avenue, Commerce Avenue and Spring Garden Avenue and onsite parking with three (3) loading areas/docks. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 2/3/22.

Scozzari Builders Inc.
113-121 Commerce Avenue
Block 105, Lots 58 thru 62
IP-3 Zone App.
#PBA-21-006
App. Fee - \$1,700.00
Escrow posted - \$4,465.20

Applicant requested preliminary and final subdivision and **preliminary and final site plan** approval with variances to subdivide existing 5 lots into three lots to construct two buildings of 2,400 square feet and one building of 2,688 square feet, parking and various site improvements. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 2/3/2022.

Urban Deco, LLC
33 & 37 Dover Avenue
Block 25, Lots 83 thru 88
SA-7B Zone in OAR
App. #PBA-21-008
App. Fee - \$2,150.00
Escrow posted - \$11,750.00

Applicant requested **preliminary and final site plan** approval with variances to construct an eight (8) unit, two (2) story Multi-Family Development with off-street parking and stormwater management. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board denied application 2/3/2022.



Northeast Alternatives NJ, LLC
225 Phillips Boulevard
Block 225.02, Lot 54
IP-1 Zone
App. #PBA-22-002
App. Fee - \$1,000.00
Escrow posted - \$9,000.00

Applicant requested **preliminary and final site plan** approval for cannabis cultivation facility. Applicant is proposing to convert existing combined structures which consist of one-story warehouse, two-story office building and three-story office building as well as associated site improvements to a cannabis cultivation and manufacturing facility which will also include office space and the like. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 3/3/2022.

Noble Valley Harvest Company
4 Jane Street
Block 109, Lot 165
OAR SA-3A Zone
App. #PBA-22-003
App. Fee - \$1,000.00
Escrow posted - \$4,500.00

Applicant requested **preliminary and final site plan** approval and conditional use approval with variances for renovation of tenant space into NJ CRC Class 1 medical cannabis cultivation facility. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 3/3/2022.

Parkway Town Center LLC
1445 Parkway Ave.
Block 343, Lot 1.01
PARA Zone
App. #PBA-22-001
App. Fee - \$1,000.00
Escrow posted - \$28,500.00

Applicant requested **final major site plan** approval for phase 4 of Ewing Town Center. Phase 4 will consist of a mix of residential dwelling units and retail uses. All required waivers were previously granted with preliminary approval. No additional waivers were required.

Board approved with conditions 3/3/2022.

The Ewing Cemetery
Association
78 Scotch Road
Block 364.01, Lot 25
R-2 Zone
App. #PBA-22-004
App. Fee - \$1,000.00
Escrow posted - \$12,750.00

Applicant requested **preliminary and final site plan** approval with variance for pre-existing condition for proposed construction of new 6,200 s.f. building containing offices, meeting rooms, event space and a crematory and ancillary site improvements. Cemeteries are a permitted principal use in the R-2 Zone. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 7/7/2022.



Chuc Loc Enterprise, LLC
40 Scotch Road
Block 364, Lot 66
TC Zone
App. #PBA-22-010
App. Fee - \$1,250.00
Escrow posted - \$6,630.00

Applicant is requesting **Preliminary and Final Site plan** approval with variances to utilize former PNC Bank building for restaurant with a drive-thru. Applicant is also requesting any other variances or waivers deemed necessary by the Board.

Board approved with conditions 8/4/2022.

KRE Acquisitions Corp.
1500 Parkway Avenue
Block 374, Lot 4.02
PARA
App. #PBA-22-012
App. Fee - \$2,150.00
Escrow posted - \$40,375.00

Applicant requested **Preliminary and Final Major Site Plan** and Subdivision approval and deviations and waivers in connection with property located at 1500 Parkway Avenue. The application involves a subdivision of the site into three lots and will include construction of a new warehouse building of approximately 285,152 sq. feet and three commercial/light industrial "flex" buildings of approximately 20,000 sq. feet each along Parkway Avenue. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 11/3/2022.

Parkway Town Center, LLC
1445 Parkway Avenue
Block 343, Lot 1.01
PARA
App. #PBA-22-013
App. Fee - \$500.00
Escrow posted - \$5,000.00

Applicant requested preliminary and final subdivision approval in the form of a financial subdivision to create 12 lots; **amended preliminary and final site plan** approval reflecting the changes to the previously delineated and approved five (5) construction phases; or bulk variances created by the proposed subdivision. Applicant also requested any other variances or waivers deemed necessary by the Board.

Board approved with conditions 12/1/2022.



**REQUESTS FOR EXTENSIONS OR
ADMINISTRATIVE REVIEW
BEFORE PLANNING BOARD IN 2022**

APPLICANT:

Justin Fahy
0 Parkside Avenue
(across from Bethany Lutheran
Church)
Block 294, Lots 69 thru 72
R-2 Zone
App. #PBA-21-002
No new fees required

DESCRIPTION:

Applicant requested **one-year extension** of the approvals originally granted for Application #PBA-21-002 by Ewing Township Planning Board on June 3, 2021 and memorialized by the Board on July 8, 2021 under Resolution 2021-02 for subdivision to create three residential lots.

DETERMINATIONS:

Board approved 120 day extension on 1/6/22.



**COURTESY REVIEWS, DISCUSSIONS AND/OR
PRESENTATIONS BEFORE BOARDS IN 2022**

2/3/22- Planning Board reviewed and had discussion of Ordinance #21-25 amending the Parkway Avenue Redevelopment Plan. The Ordinance was introduced for 1st reading by Council on December 14, 2021 and was referred to the Planning Board for review for recommendation and Master Plan Consistency. Motion made consistent with Master Plan and letter sent to Council.

3/3/22- Planning Board reviewed and had discussion of Ordinance #22-06 amending the Parkway Avenue Redevelopment Plan. The Ordinance was introduced for 1st reading by Council on February 22, 2022, and was referred to the Planning Board for review for recommendation and Master Plan Consistency. Motion made consistent with Master Plan and letter sent to Council.

4/7/22-Planning Board reviewed and had discussion of Ordinance #22-08 amending Chapter 14, Boards, Commissions and Committees, Article VI, Historic Preservation Commission. The Ordinance was introduced for 1st reading by Council on March 8, 2022 and was referred to the Planning Board for review for recommendation and Master Plan Consistency. Motion made for letter to be sent to Council with recommendations.

6/2/22- Planning Board held informal review and discussion on Trent Street Neighborhood-Southeast Ewing Planning Study and discussed schedule for public input and scope of work to amend the Olden Avenue Redevelopment Plan, Subareas 5, 6 and 7.

6/2/22-Planning Board adopted Res #2022-08 supporting the Recertification by Sustainable NJ of Ewing Township.

6/16/22-Zoning Board reviewed and had discussion on 2021 Annual Report of Zoning and Planning Board Activity. Board approved the report. It was then sent to Planning Board.

7/7/22- Planning Board had courtesy review on several applications for proposed projects in the Ewing Township Public Schools as follows:

1. PBA-22-005, Ewing High School, 900 Parkway Ave, Block 487, Lot 86 for construction of commemorative plaza at the football stadium complex.
2. PBA-22-006, Ewing High School, 900 Parkway Ave., Block 487, Lot 86 for relocation of existing baseball memorial pedestal with small circular paver brick patio.
3. PBA-22-007, Ewing High School, 900 Parkway Ave., Block 487, Lot 86 for new generator at high school.
4. PBA-22-008, Ewing High School, 900 Parkway Ave., Block 487, Lot 86 for replacement of EHS exterior sign with new message board sign and landscaping.
5. PBA-22-009, Antheil Elementary School, 369 Ewingville Road, Block 215, Lot 129.01 for various site improvements.



7/7/22- Planning Board reviewed and had discussion on 2021 Annual Report of Zoning and Planning Board Activity. Board approved and made recommendations for it to go before Council.

9/1/22- In response to Resolution #22R-130 approved by Council on July 12, 2022, the Planning Board reviewed and had discussion on undertaking an investigation to determine whether the properties located at Block 344, Lot(s) 1.01, 31, 32, 33, 35, 37; Block 345, Lot(s) 1.01, 142, Block 351, Lot(s) 1-15; Block 352, Lot(s) 1-12; Block 364, Lot(s) 1, 73, 77; Block 365, Lot(s) 10.01, 12, 13, 14, 15, 19.01, 23; Block 375, Lot(s) 1, 2, 4-12, 14, 18, 19, 20, 24 (collectively the "Study Area") constitute an area in need of redevelopment or are in need of rehabilitation. Following said preliminary investigation and hearing(s), the Planning Board will make recommendation to the Township Council, pursuant to N.J.S.A. 40A-12A 6, and 40A:12A-14 as to whether the Study Area, or any portion thereof, should or should not be determined by the governing body to be an area in need of redevelopment or area in need of rehabilitation respectively.

10/6/22- Planning Board reviewed and had discussion regarding Master Plan Consistency of Ordinance #22-16 amending Olden Avenue Redevelopment Plan. Motion made to send Ordinance back to Council for second reading with letter with recommendations. Planning Board also reviewed and had discussion on Ordinance #22-17 regarding Master Plan Consistency of Ordinance #22-17 amending Revised General Ordinances of Township of Ewing, County of Mercer to amend Chapter 215 Land Development to define and regulate convenience retail, smoke shops, tobacco shops, vape stores and ancillary sale of smoking paraphernalia. Motion made to send Ordinance back to Council for second reading with letter with recommendations.

12/1/22- The Planning Board reviewed and had discussion on Report entitled "Ewing Town Center Area in need of rehabilitation/redevelopment". Planning Board voted to recommend such designation and letter will be sent to the Township Council.

**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 _____

ORDINANCE OF THE TOWNSHIP OF EWING, COUNTY OF MERCER, NEW JERSEY APPROVING APPLICATIONS FOR LONG TERM TAX EXEMPTION AND AUTHORIZING EXECUTION OF FINANCIAL AGREEMENTS

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-

ORDINANCE OF THE TOWNSHIP OF EWING, COUNTY OF MERCER, NEW JERSEY APPROVING APPLICATIONS FOR LONG TERM TAX EXEMPTION AND AUTHORIZING EXECUTION OF FINANCIAL AGREEMENTS

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment; and

WHEREAS, under the Redevelopment Law, the Township Council (the “**Township Council**”) of the Township of Ewing (the “**Township**”) adopted Resolution No. 11R-154 on July 26, 2011, designating the properties located at Block 343, Lot 1.01, Block 374, Lot 4.02 and Block 365, Lot 9 on the Township’s tax map (collectively, the “**Original Parkway Avenue Redevelopment Area**”) as an area in need of redevelopment; and

WHEREAS, on January 29, 2013, the Township Council adopted Ordinance No. 13-02 approving and adopting a redevelopment plan for the Original Parkway Avenue Redevelopment Area (the “**Original Redevelopment Plan**”); and

WHEREAS, the Township Council subsequently adopted a resolution designating the properties located at Block 374, Lot 3 and 365, Lot 21 as an area in need of redevelopment and adding them to the Original Parkway Avenue Redevelopment Area (as amended, the “**Parkway Avenue Redevelopment Area**”); and

WHEREAS, on March 8, 2022, the Township Council adopted Ordinance No. 22-06 approving and adopting an amended redevelopment plan for the Parkway Avenue Redevelopment Area (the “**Redevelopment Plan**”); and

WHEREAS, in accordance with Section 65 of the Township Code, the Ewing Township Redevelopment Agency (the “**Agency**”) is the redevelopment entity responsible for implementing the Redevelopment Plan; and

WHEREAS, on October 5, 2022, the Agency adopted a resolution designating KRE Acquisitions Corp. (“**KRE**”) as the redeveloper for the property identified on the Township’s tax maps as a portion of Block 374, Lot 4.02 and known generally as 1500 Parkway Avenue (the “**Former Navy Site**”) and authorizing the execution of a redevelopment agreement in connection with the redevelopment thereof; and

WHEREAS, the Township and KRE executed a redevelopment agreement, dated October 31, 2022 (the “**Redevelopment Agreement**”), pursuant to which KRE agreed to redevelop the Former Navy Site together with that portion of Block 374, Lot 4.02 identified as the Adjacent Parcel in the Redevelopment Agreement (the “**Adjacent Parcel**”) by constructing thereon a project consisting of an approximately 285,440 square foot warehouse, three (3) flex buildings of approximately 20,000 square feet each, and supportive parking and other improvements (the “**Redevelopment Project**”); and

WHEREAS, 1500 Parkway Avenue I Urban Renewal, LLC (“**Entity I**”), an affiliate of KRE and 1500 Parkway Avenue Owner, LLC, will complete the portion of the Redevelopment Project consisting of the approximately 285,440 square foot warehouse, and supportive parking and other improvements relating thereto (the “**Entity I Project**”) on the portion of the Former Navy Site and Adjacent Parcel consisting of 19.658 acres (the “**Entity I Project Site**”); and

WHEREAS, 1500 Parkway Avenue II Urban Renewal, LLC (“**Entity II**”, and together with Entity I, the “**PA Entities**”), an affiliate of KRE and 1500 Parkway Avenue Owner, LLC, will complete the portion of the Redevelopment Project consisting of three (3) flex buildings of approximately 20,000 square feet each, and supportive parking and other improvements (the “**Entity II Project**”) on that portion of the Former Navy Site identified on the Township’s tax

maps as Block 374, Lot 4.04 (as subdivided from Block 374, Lot 4.02), along with the Adjacent Parcel (collectively, the “**Entity II Project Site**”, and together with the Entity I Project Site, the “**Project Site**”); and

WHEREAS, 1500 Parkway Avenue Owner, LLC, an affiliate of the PA Entities, owns the Project Site; and

WHEREAS, Entity I will own the Entity I Project and Entity II will own the Entity II Project and, upon completion of construction, Entity I and Entity II will lease their respective projects to an operating affiliate who will operate and manage the Redevelopment Project and lease space therein to the tenants; and

WHEREAS, the PA Entities are each an “Urban Renewal Entity” qualifying under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Long Term Tax Exemption Law**”) and, thus, may exercise the powers conferred on such entities thereunder; and

WHEREAS, pursuant to, and in accordance with, the provisions of the Redevelopment Law and the Long Term Tax Exemption Law, the Township is authorized to provide for a tax exemption within a redevelopment area and for payments in lieu of taxes; and

WHEREAS, in order to enhance the economic viability of, and opportunity for, a successful project, the Township will enter into Financial Agreements with Entity I and Entity II governing the payments made to the Township in lieu of taxes on the Redevelopment Project pursuant to the Long Term Tax Exemption Law and the Redevelopment Law (the “**Financial Agreements**”); and

WHEREAS, in accordance with the Long Term Tax Exemption Law, Entity I and Entity II each filed with the Township an application, which are on file with the Township Clerk and which are incorporated herein by reference (the “**Applications**”), for approval of a long term tax exemption in connection with the Entity I Project and the Entity II Project; and

WHEREAS, upon review of the Applications, the Township has made the following findings:

A. Relative Benefits of the Redevelopment Project:

The Redevelopment Project will provide the region with a new state-of-the-art warehouse distribution center and three (3) flex buildings of approximately 20,000 sf each with supportive parking and site improvements. The Project Site is currently underutilized, contaminated and presents a danger to the community, and will benefit from a facility upgrade that generates revenues and creates jobs, and eliminates a dangerous eyesore. The Entity I Project is expected to produce approximately 100 construction jobs and approximately 140 permanent jobs. The Entity II Project is expected to produce approximately 50 construction jobs and approximately 30 permanent jobs.

B. Assessment of the importance of the tax exemption in obtaining development of the Redevelopment Project and influencing the locational decisions of probable occupants:

The PA Entities are making a significant equity contribution toward the cost of the Redevelopment Project. In order to improve the economic viability of the development of the Redevelopment Project, the Township has agreed to provide the tax exemption for the Redevelopment Project pursuant to the Financial Agreements. The stability and predictability of the tax exemption will make the uniquely-positioned Redevelopment Project more competitive and assist the PA Entities to undertake the Redevelopment Project in the Township.

WHEREAS, the Mayor submitted the Applications and Financial Agreements to the Township Council with his recommendation for approval, a copy of which recommendation is on file with the Township Clerk; and

WHEREAS, the Township Council has determined that the Redevelopment Project represents an undertaking permitted by the Long Term Tax Exemption Law.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EWING, NEW JERSEY AS FOLLOWS:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Application submitted by Entity I is hereby approved in accordance with Section 8 of the Exemption Law.

Section 3. The Application submitted by the Entity II is hereby approved in accordance with Section 8 of the Exemption Law.

Section 4. The Mayor is hereby authorized and directed to execute the Financial Agreements with the PA Entities in substantially the same form as those attached as **Exhibit 19** to the Applications, together with such additions, deletions and other modifications deemed necessary upon consultation with counsel to the Township, and prepare, amend or execute any other agreements necessary to effectuate this ordinance, subject to modification or revisions, as deemed necessary and appropriate.

Section 5. The Clerk of the Township is hereby authorized and directed, upon execution of the Financial Agreements by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Township upon such documents.

Section 6. The Township Clerk shall file certified copies of this ordinance and the Financial Agreements with the Tax Assessor of the Township in accordance with Section 12 of the Exemption Law.

Section 7. In accordance with Section 12 of the Exemption Law, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreements by Entity I and Entity II, the Township Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreements to the chief financial officer of Mercer County and to the Mercer County Counsel for informational purposes.

Section 8. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 9. This ordinance shall take effect in accordance with all applicable laws.

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

ORDINANCE NO. 23-

1st Reading _____ Date to Mayor _____

2nd Reading & Public Hearing _____ Date Returned _____

Date Adopted: _____ Date Resubmitted to Council _____

_____ Approved as to Form of Legality

Effective Date: _____ Township Attorney _____

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 59, PAY-TO-PLAY REGULATIONS, ARTICLES I-III, SECTIONS 1 THROUGH 20 TO ELIMINATE THE LOCAL PAY-TO-PLAY ORDINANCES AND BRING THEM INTO COMPLIANCE WITH N.J.S.A. 19:44A-1 et seq.

First Reading

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

Second Reading

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

By _____ Date _____ Accepted _____ Rejected _____
Mayor

Reconsidered
By Council _____ Override Vote YEA _____ NAY _____

President of the Council

Municipal Clerk

THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY

ORDINANCE NO. 23-

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 59, PAY-TO-PLAY REGULATIONS, ARTICLES I-III, SECTIONS 1 THROUGH 20 TO ELIMINATE THE LOCAL PAY-TO-PLAY ORDINANCES AND BRING THEM INTO COMPLIANCE WITH *N.J.S.A. 19:44A-1 et seq.*

WHEREAS, on April 3, 2023, Governor Murphy signed *N.J.S.A. 19:44A-1 et seq.*, the Elections Transparency Act ("ETA") (Bill No. A4372/S2866), into law; and

WHEREAS, the Township and State have an interest in protecting the bidding and procurement process by limiting political contributions and requiring certain disclosures regarding same; and

WHEREAS, the ETA requires that all levels of government throughout the State abolish local pay-to-play ordinances and abide by the ETA for the sake of clarity and uniformity; 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 59, PAY-TO-PLAY REGULATIONS, Articles I- III, PROHIBITION ON AWARDED PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS, Sections 1 through 20, are hereby amended as follows:

Article I Redevelopment Agreements under Local Redevelopment and Housing Law

§ 59-1 Compliance with State pay-to-play laws. Prohibition of entering into or amending redevelopment agreements with certain contributors.

Any other provision of law to the contrary notwithstanding the Township or any of its purchasing agents or agencies or those of its independent authorities shall abide by and comply with all requirements set forth in *N.J.S.A. 19:44A-1 et seq.*

A. — Campaign contributions.

~~(1) Any other provision of law to the contrary notwithstanding, the Township of Ewing or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement, amend an agreement, or otherwise contract with any redeveloper for the planning, replanning, construction or undertaking of any redevelopment project, including the acquisition or leasing of any public property in conjunction with the redevelopment of any area within the Township of Ewing pursuant to the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*), if that redeveloper has made any contribution of money, pledge of a contribution, including in-kind contributions or loans, during the applicable time period as specified below, to a campaign committee of any Township of Ewing candidate or holder of public office within the Township of Ewing having responsibility for arranging, entering into or approving the redevelopment agreement, or for appointing those who enter into the agreement on behalf of the Township of Ewing, or to any candidates' committee, joint candidates' committee, municipal political campaign committee (PAC) or to any Mercer County party committee or to any political action committee which engages in the support of the Township of Ewing municipal campaigns.~~

~~(2) For purposes of this section, the "applicable time period" shall be defined as the time period between the date that the property which is the subject of the redevelopment project has been included in a memorializing resolution adopted by the governing body directing the Planning Board to conduct a preliminary~~

investigation to determine if the site is in need of redevelopment pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., and the date of entering into the redevelopment agreement, or the 12 months prior to entering into the agreement, whichever is shorter.

~~B. All redevelopment agreements or amendments thereto entered into by the Township of Ewing shall contain a provision prohibiting redevelopers as defined in Subsection C to solicit or make any contribution of money, pledge of a contribution including in-kind contributions or loans to any Township of Ewing candidate or holder of public office within the Township of Ewing having responsibility for arranging, entering into or approving the redevelopment agreement, or for appointing those who enter into the agreement on behalf of the Township of Ewing, or to any Township of Ewing political campaign committee or to any Township of Ewing or Mercer County party committee, candidates' committee, joint candidates' committee or to any political action committee (PAC) which engages in the support of municipal elections and/or municipal parties or which engages in the support of the Township of Ewing municipal campaigns, between the time of first communication between that redeveloper and the municipality regarding a redevelopment project and the latter of the termination of negotiations or the completion of all matters specified in the redevelopment agreement.~~

~~C. Terms defined.~~

~~(1) As defined in N.J.S.A. 40A:12A-3, a "redeveloper" means any person, firm, corporation or public body that shall enter into or propose to enter into a contract with a municipality or other redevelopment entity for the redevelopment or rehabilitation of an area in need of redevelopment or an area in need of rehabilitation, or any part thereof, under the provisions of this act, or for any construction or other work forming part of a redevelopment or rehabilitation project.~~

~~(2) For the purposes of this article, a "redeveloper" means an individual, including the individual's spouse, if any, and any child living at home; a person, firm, corporation, professional corporation, partnership, organization or association, including all principals who own 10% or more of the equity in the corporation, professional corporation, partnership, organization, or association, partners and officers in the aggregate employed by the provider as well as any subsidiaries directly controlled by the redeveloper.~~

~~D. For purposes of this section, the office that is considered to have responsibility for arranging and entering into the redevelopment agreement under the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) shall be:~~

~~(1) The Township Council, if the redevelopment agreement requires approval or appropriation from the Council, or a public officer who is responsible for arranging and entering into the redevelopment agreement, if that public officer is appointed by Council;~~

~~(2) The Mayor of the Township of Ewing, if the redevelopment agreement requires the approval of the Mayor, or a public officer who is responsible for arranging and entering into the redevelopment agreement, if that public officer is appointed by the Mayor; or~~

- ~~(3) The Ewing Township Redevelopment Agency, if the redevelopment agreement requires the approval of the Agency.~~

~~§ 59-2 Contributions made prior to effective date.~~

~~No contribution of money or any other thing of value, including in-kind contributions, made by a redeveloper to any Township of Ewing candidate for Mayor or Council or to any political action committee shall be deemed a violation of this section, nor shall an agreement for redevelopment projects of any kind whatsoever be disqualified thereby if that contribution or agreement was made by the redeveloper prior to the effective date of this article.~~

~~§ 59-3 Notice given by Township; sworn statement of redeveloper.~~

~~A. — It shall be the Township of Ewing's continuing responsibility to give notice of this article when the Township gives notice of redevelopment pursuant to N.J.S.A. 40A:12A-6 and when the Township adopts a resolution directing the Planning Board to prepare a redevelopment plan and at the time that the municipality adopts the ordinance to implement the redevelopment plan.~~

~~B. — Prior to arranging and entering into the redevelopment agreement with any redeveloper, the Township of Ewing or any of its purchasing agents or agencies or independent authorities, as the case may be, shall receive a sworn statement from the redeveloper that the redeveloper has not made any contribution in violation of § 59-1A above. Furthermore, the redeveloper shall have a continuing duty to report any violations of this article that may occur while arranging and entering into the redevelopment agreement and until all specified terms of the agreement have been completed. The certification required under this subsection shall be made prior to entry into the agreement with the municipality and shall be in addition to any other certifications that may be required by any other provision of law.~~

~~§ 59-4 Return of excess contributions.~~

~~A redeveloper or municipal candidate or officeholder or municipal or county party committee or PAC referenced in this article may cure a violation of § 59-1 of this article, if, within 30 days after the general election, the redeveloper notifies the Township Council in writing and seeks and receives reimbursement of a contribution from the municipal candidate or municipal or county political party or PAC referenced in this article.~~

~~§ 59-5 Breaches of agreement enumerated; disqualification of developer.~~

~~A. — It shall be a breach of the terms of the Township of Ewing redevelopment agreement for a redeveloper to:~~

- ~~(1) Make or solicit a contribution in violation of this article;~~
- ~~(2) Knowingly conceal or misrepresent a contribution given or received;~~
- ~~(3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;~~
- ~~(4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of a public office of the Township of Ewing;~~
- ~~(5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the redeveloper itself would subject that entity to the restrictions of this article;~~
- ~~(6) Fund contributions made by third parties, including consultants, attorneys, family members and employees;~~

~~(7) Engage in any exchange of contributions to circumvent the intent of this article;
or~~

~~(8) Directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this article.~~

~~B. Furthermore, any redeveloper who violates Subsection A(1) through (8) above shall be disqualified from eligibility for future Township of Ewing redevelopment agreements for a period of four calendar years from the date of the violation.~~

~~§ 59-6 Contribution disclosure statement.~~

~~No redevelopment contract shall be entered without submission by the redeveloper of a contribution disclosure statement. For purposes of this article, "contribution disclosure statement" means a list specifying the amount, date and recipient of any and all contributions made to or on behalf of any candidate, candidates' committee, joint candidates' committee, political committee, continuing political committee or political party committee of, or pertaining to, the Township of Ewing, up to two years prior to filing a redevelopment or variance application and for two years after the completion of the redevelopment project.~~

~~§ 59-7 Definitions.~~

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

~~**APPLICATION CHECKLIST**~~

~~The list of submission requirements adopted by ordinance and provided by the municipal agency to a developer pursuant to N.J.S.A. 40:55D-10.3.~~

~~**CONTRIBUTION**~~

~~Every loan, gift, subscription, advance or transfer of money or other thing of value, including any item of real property or personal property, tangible or intangible (but not including services provided without compensation by individuals volunteering a part or all of their time on behalf of a candidate, committee or organization), made to or on behalf of any candidate, candidates' committee, joint candidates' committee, political committee, continuing political committee or political party committee and any pledge, promise or other commitment or assumption of liability to make such transfer. For purposes of reports required under the provisions of the ordinance, any such commitment or assumption shall be deemed to have been a contribution upon the date when such commitment is made or liability assumed.~~

~~**CONTRIBUTION DISCLOSURE STATEMENT**~~

~~A list specifying the amount, date and the recipient of any and all contributions made to or on behalf of any candidate, candidates' committee, joint candidates' committee, political committee, continuing political committee or political party committee of or pertaining to the Township of Ewing made up to one year prior to filing the variance application and/or during the pendency of the application process and required to be reported pursuant to N.J.S.A. 19:44A-1 et seq.~~

~~**DEVELOPER**~~

~~A developer as defined by N.J.S.A. 40:55D-4, i.e., the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.~~

~~**PROFESSIONAL**~~

~~Any person or entity whose principals are required to be licensed by New Jersey law and who supplies legal representation, expert testimony or written reports in support of an~~

application. Professionals shall include both any individuals supplying the representation, testimonies or reports and the firms or entities in which said individuals practice.

§ 59-8 Disclosure requirements.

- A. — Any applicant for a variance pursuant to N.J.S.A. 40:55D-70(d) or a variance pursuant to N.J.S.A. 40:55D-70(e) in conjunction with any application for a subdivision not considered a minor subdivision pursuant to local ordinance or a site plan not considered a minor site plan pursuant to local ordinance as well as any application for a subdivision not considered a minor subdivision pursuant to local ordinance or site plan or subdivision not considered a minor site plan pursuant to local ordinance requiring waivers or exceptions pursuant to N.J.S.A. 40:55D-51 shall include in the application contribution disclosure statements for all developers; all associates of said developers who would be subject to disclosure pursuant to N.J.S.A. 40:55D-48.1 or 40:55D-48.2; and all professionals who apply for or provide testimony, plans or reports in support of said variance and who have enforceable proprietary interest in the property or development which is the subject of the application or whose fee in whole or part is contingent upon the outcome of the application. Regardless of whether the owner of the property which is the subject of the variance application falls in any of the categories established in the preceding sentence, the applicant shall include in the application a contribution disclosure statement for said owner.
- B. — During the pendency of the application process until final site plan approval is granted, any applicant required to comply with this article shall amend its contribution disclosure statements to include continuing disclosure of all contributions within the scope of disclosure requirement of the above subsection.

§ 59-9 Inclusion of contribution disclosure statements as element of application checklist.

- A. — An application checklist ordinance is hereby adopted pursuant to N.J.S.A. 40:55D-10.3 to require that the contribution disclosure statements specified in § 59-8 of this article be submitted by the applicant for all applications for variance relief pursuant to N.J.S.A. 40:55D-70(d) as well as for relief pursuant to N.J.S.A. 40:55D-70(e) or N.J.S.A. 40:55D-51 in applications for site plan and subdivision approval not considered to be minor site plans or minor subdivisions pursuant to local ordinance.
- B. — The Township of Ewing Planning Board and Zoning Board of Adjustment shall amend its application checklist for variances pursuant to N.J.S.A. 40:55D-70(d) as well as for relief pursuant to N.J.S.A. 40:55D-70(e) or N.J.S.A. 40:55D-51 in applications for site plan and subdivision approval not considered to be minor site plans or minor subdivisions pursuant to local ordinance to include the contribution disclosure statements specified in § 59-8 of this article.
- C. — An application shall not be deemed complete by the administrative official or accepted for public hearing by the municipal agency until the required contribution disclosure statements are submitted.

§ 59-10 Availability of contribution disclosure statements.

All contribution disclosure statements shall be available in the office of the Municipal Clerk for public inspection.

§ 59-11 Intent of contribution disclosure statements.

It is the intent of this article that the contribution disclosure statement shall serve to inform the public and not serve as evidence relevant to the decision criteria for variance applications pursuant to N.J.S.A. 40:55D-70(d) as well as for relief pursuant to N.J.S.A. 40:55D-70(e) or

N.J.S.A. 40:55D-51 in applications for site plan and subdivision approval not considered to be minor site plans or minor subdivisions pursuant to local ordinance.

§ 59-12 Contracts exceeding bid threshold.

~~Any other provision of law to the contrary notwithstanding and except as provided in Articles I and II above, the Township or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement or other contract which exceeds the bid threshold set forth in N.J.S.A. 40A:11-3 to procure any goods, professional, banking, insurance coverage services or any other consulting services from any professional business entity if that entity has solicited or made any contribution of money, pledge of a contribution, including in-kind contributions, or loans to any Township of Ewing municipal candidate or holder of the public office having ultimate responsibility for the award of the contract, or campaign committee supporting such candidate or officeholder, or to any Township of Ewing or Mercer County party committee, candidates' committee, joint candidates' committee or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties in excess of the thresholds specified in § 59-14 within one calendar year immediately preceding the date of the contract or agreement, unless the goods or services are procured through the public bidding process pursuant to N.J.S.A. 40A:11-4 or the competitive contracting process pursuant to N.J.S.A. 40A:11-4.1.~~

§ 59-13 Restrictions on soliciting or making contributions.

~~No professional business entity which enters into negotiations for or agrees to any contract or agreement with the municipality or any department or agency thereof or of its independent authorities for the furnishing of goods or rendition of professional, banking or insurance coverage services or any other consulting services shall solicit or make any contribution of money, pledge of a contribution, including in-kind contributions, or loans to any Township of Ewing municipal candidate or holder of the public office having ultimate responsibility for the award of the contract, or campaign committee supporting such candidate or officeholder, or to any Township of Ewing or Mercer County party committee, candidates' committee, joint candidates' committee, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties between the time of first communications between that business entity and the Township regarding any contract and the later of the termination of negotiations or completion of the contract or agreement.~~

§ 59-14 Limit on contributions.

~~Any individual meeting the definition of "professional business entity" under this chapter may annually contribute a maximum of \$300 N.J.S.A. 19:44A-1 et. seq. to each for any purpose to any candidate, for Mayor or council, or \$500 to the Township of Ewing or Mercer County party committee, candidates' committee, joint candidates' committee or to a political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, without violating § 59-12 of this article.~~

§ 59-15 Professional business entity.

~~For purposes of this article, a professional business entity seeking a public contract means an individual, including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.~~

§ 59-16 Responsibility for Township contract award.

~~For purposes of this article, the office that is considered to have ultimate responsibility for the award of the contract shall be:~~

~~A. — The Township of Ewing Council and the Mayor of the Township of Ewing, if the contract requires approval or appropriation from the Council.~~

~~B. — The Mayor of the Township of Ewing, if the contract requires approval of the Mayor or if a public officer who is responsible for the award of a contract is appointed by the Mayor.~~

~~§ 59-17 Contributions made prior to effective date.~~

~~No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any municipal candidate for Mayor or Council, or Township of Ewing or Mercer County party committee or PAC referenced in this article, shall be deemed a violation of this article, nor shall an agreement for property, goods, or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this article.~~

~~§ 59-18 Contribution statement by professional business entity.~~

~~A. — Prior to awarding any contract or agreement to procure services pursuant to § 59-13, including banking or insurance coverage services, with any professional business entity, the Township of Ewing or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional business entity, made under penalty of perjury, that the bidder has not made a contribution in violation of § 59-12.~~

~~B. — The professional business entity shall have a continuing duty to report any violations of this article that may occur during the negotiation or duration of a contract. The certification required under this section shall be made prior to entry into the contract or agreement with the Township of Ewing and shall be in addition to any other certifications that may be required by any other provision of law.~~

~~§ 59-19 Return of excess contributions.~~

~~A professional business entity or Township of Ewing candidate or officeholder or Township of Ewing or Mercer County party committee or PAC referenced in this article may cure a violation of § 59-12 if, within 30 days after contribution, the professional business entity notifies the Township of Ewing Council in writing and seeks and receives reimbursement of a contribution from the Township candidate or municipal or county political party or PAC referenced in this article.~~

~~§ 59-20 Breaches of contract; disqualification of business entity.~~

~~A. — It shall be a breach of the terms of Township of Ewing public contracts for a business entity to:~~

~~(1) Make or solicit a contribution in violation of this article;~~

~~(2) Knowingly conceal or misrepresent a contribution given or received;~~

~~(3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;~~

~~(4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of the Township of Ewing;~~

~~(5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution that, if made or~~

~~solicited by the business entity itself, would subject that entity to the restrictions of this article;~~

~~(6) Fund contributions made by third parties, including consultants, attorneys, family members and employees;~~

~~(7) Engage in any exchange of contributions to circumvent the intent of this article;
or~~

~~(8) Directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this article.~~

~~**B.** Furthermore, any professional business entity that violates this article, except in the case of a cure as provided in § 59-19, shall be disqualified from eligibility for future Township of Ewing contracts for a period of two calendar years from the date of violation.~~

Section 2 Severability. Should any section, clause, sentence, phrase or provision of this article be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this article.

Section 3 Repealer. All prior ordinances or parts of the same inconsistent with any provisions of this article are hereby repealed to the extent of such inconsistency.

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

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

ORDINANCE NO. 23-

1st Reading _____ Date to Mayor _____

2nd Reading & Public Hearing _____ Date Returned _____

Date Adopted: _____ Date Resubmitted to Council _____

_____ Approved as to Form of Legality

Effective Date: _____ Township Attorney _____

AN ORDINANCE AMENDING CHAPTER 257, PEACE AND GOOD ORDER, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER TO PROHIBIT THE BREACHING OF THE PEACE

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 257, PEACE AND GOOD ORDER, OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE
COUNTY OF MERCER TO PROHIBIT THE BREACHING OF THE PEACE**

WHEREAS, Township of Ewing (the “Township”) is charged with promoting the health and wellbeing of residents; and

WHEREAS, the disturbing or breaching of the peace can be harmful to other, lawful residents; and

WHEREAS, the people have a right to quiet enjoyment of their property and residence and should be free from any disturbances which annoys, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the Township; and

WHEREAS, the Township is desirous of amending Chapter 257, Peace and Good Order, of the Revised General Ordinances of the Township of Ewing in order to promote and preserve the public health, welfare, safety, and the quality of life in 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 257, PEACE AND GOOD ORDER, is hereby amended as follows:

Article V Disturbing the Peace

§ 257-13 Conduct Prohibited

Disturbing the peace refers generally to words or actions which can endanger the safety or health of others, or can ruin the relative peace and quiet of a neighborhood or other public place. No person shall, within the boundaries of the municipality, by any means or instrumentality, engage in any conduct to disturb the relative peace and quiet of any public place or interfere with or annoy the comfort or well-being of the inhabitants of the municipality, including but not limited to the following conduct:

- A. Disturb the public peace and quiet by loud, boisterous or vulgar conduct, such as using profanity, threats, or inciteful words towards another, yelling, singing, etc. for no purpose other than to create a disturbance or loudly playing music in a public or quasi-public space;
- B. Disturb the public peace by knocking or banging on doors of hotels or motels, repeatedly knocking or banging on the doors or windows of a private residence, or shouting obscene language in front of a private house or other place of residence;
- C. Create or participate in an unlawful diversion, disturbance or disorderly assemblage, in any public or quasi-public place, tending to breach the peace;
- D. No person shall appear in any street, highway, park or other public or quasi-public place in a state of nudity;
- E. Obstruct or interfere with any person lawfully being in a public or quasi-public place;
- F. Obstruct or interfere with the free and lawful use of any public or private property; or
- G. Have upon that person, without lawful authority to do so, any concealed or dangerous weapon.

§ 257-14 Violations and penalties.

Any violation of the provisions of this article shall constitute a violation punishable as provided in Chapter 1, Article III, General Penalty.

Section 2 Severability. Should any section, clause, sentence, phrase or provision of this article be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this article.

Section 3 Repealer. All prior ordinances or parts of the same inconsistent with any provisions of this article are hereby repealed to the extent of such inconsistency.

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

**THE TOWNSHIP OF EWING
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 AUTHORIZING THE TOWNSHIP OF EWING UNDER N.J.S.A.
40A:12-5 TO ACQUIRE FASOLINO BASEBALL FIELD BY WAY OF GIFT FROM
THE EWING LITTLE LEAGUE BOARD**

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 AUTHORIZING THE TOWNSHIP OF EWING UNDER N.J.S.A.
40A:12-5 TO ACQUIRE FASOLINO BASEBALL FIELD BY WAY OF GIFT FROM
THE EWING LITTLE LEAGUE BOARD**

WHEREAS, Fasolino Baseball Field is owned by the Ewing Little League Board and is maintained by volunteers for the use by Ewing Little League; and

WHEREAS, Ewing Little League is having difficulties maintaining the field with their limited number of volunteers and approached the Township of Ewing (“Township”) regarding ownership of Fasolino Baseball Field; and

WHEREAS, the Ewing Little League Board has voted to release ownership of the Fasolino Baseball Field to the Township, for the better of the league and those families the Board supports, and gift it to the Township; and

WHEREAS, the Township is authorized by N.J.S.A. 40A:12-5 to acquire lands by gift as necessary and suitable to maintain the land and its use for the good of the municipality; and

WHEREAS, the Township is interested in acquiring title to the Fasolino Baseball Field by way of gift for purposes of maintaining the field in good condition for the continued use by Ewing Little League; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Township of Ewing, County of Mercer that the Township is authorized to accept ownership of the Fasolino Baseball Field from the Ewing Little League Board as follows:

Section 1

The Township is authorized to accept ownership of the Fasolino Baseball Field from the Ewing Little League Board, as a gift, per N.J.S.A. 40A:12-5.

The Administration is authorized to execute all necessary documents to effectuate this ownership transfer.

Section 2 This Ordinance shall take effect upon final adoption and publication in accordance with law.

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.

Adopted:

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



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

RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION NJS 40A:4-87

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Ewing in the County of Mercer, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of items of revenue in the budget of the year CY2023 in the sums of:

NJAACHO - \$260,277.00
FY2022 Fire Prevention and Safety Grant - \$69,500.00
FY2020 Recycling Tonnage Grant - \$37,237.98
NJ Clean Communities - \$86,193.51
National Opioid Abatement - \$1,770.02

BE IT FURTHER RESOLVED, that the like sums of:

NJAACHO - \$260,277.00
FY2022 Fire Prevention and Safety Grant - \$69,500.00
FY2020 Recycling Tonnage Grant - \$37,237.98
NJ Clean Communities - \$86,193.51
National Opioid Abatement - \$1,770.02

Appropriated under the caption *Public and Private Programs offset by Revenues*;

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 26th 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 NEGOTIATIONS AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE CWA Local 1032 (“CWA”) BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2028

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

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

WHEREAS, the negotiating committees for the Township and the membership of the CWA 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 CWA shall remain in full force and effect.**
- B. Replace all references to Business Agent/Representatives in the contract with Union Representative.**
- C. ARTICLE I, SECTION II – NO STRIKE CLAUSE**

Rename NO STRIKE CLAUSE to NO STRIKE/LOCKOUT. Replace language with the following:

The Union hereby agrees not to cause any strike, work stoppage, or slowdowns of any kind. The Township agrees that no lockout of employees shall be instituted or supported by the Township.

D. ARTICLE I, SECTION III – DUES AND DEDUCTIONS

Remove the following: “The amount of Union dues to be deducted and remitted monthly, and each monthly installment shall be in an amount equal to one-twelfth (1/12) of the annual regular Union dues (or 85% percent thereof, as the case may be, as herein above provided.”

And replace with the following: “Current union dues are 1.15%”.

E. ARTICLE I, SECTION V – UNION REPRESENTATIVES

Remove 2nd paragraph and replace with: “The parties shall adhere to all regulations of the Workplace Democracy Enhancement Act”.

Add: “Township shall continue to make designated bulletin boards available for Union use.”

F. ARTICLE III, PARAGRAPH – LAYOFF

Add: Township will give notice to the Union pursuant to Civil Service Rules and agrees to meet to discuss upon request”.

G. ARTICLE V, SECTION II – DISCIPLINARY PROCEDURE

Remove the language – “Appeal of a hearing determination shall be to the Office of Administrative Law and not subject to arbitration.”

H. ARTICLE IV, SECTION V – JURY DUTY

Add to Paragraph 3: The employee must return to work immediately OR TAKE VACATION OR PERSONAL TIME in order to receive full pay for that day”.

I. ARTICLE IV, SECTION VI – BEREAVEMENT

Add: step-mother, step-father, step child to family members.

With regards to long-distance travel: replace ‘modified’ with ‘extended’ and add, “Requests for extension shall not be unreasonably denied.”

J. ARTICLE V, SECTION I– GRIEVANCE PROCEDURE

1. Replace Union Steward with Union Representative throughout Article V.
2. Add: A grievance may only be filed by a Union Representative.
3. Replace all times with 10 days.

4. In all Steps add/replace: “If no response is received from the Township within 10 days it shall be deemed denied. If no action is taken by the Union within 10 days it shall be deemed abandoned.
5. Step 3 – Remove: “The employee may be represented ... CWA Council.”
6. Add: “Time lines may be extended by mutual agreement.

K. ARTICLE V, SECTION II – DISCIPLINARY PROCEDURE

Replace Union Shop Steward with Union Representative.

L. ARTICLE VI, SECTION II - OVERTIME

Remove reference to Tuesday through Saturday work schedule.

M. ARTICLE VI, SECTION III – PAY UPGRADES

Reduce the number of days working out of title to be entitled to compensation from four (4) days to two (2) days.

Add: Those employee who do not meet the qualifications required for the higher classification will be paid in accordance with the Human Resources formula.

**N. ARTICLE VI – HOURS OF WORK EXCLUDING PUBLIC SAFETY
TELECOMMUNICTORS – SECTION IV – SATURDAY, SUNDAY AND
HOLIDAY PAY**

(NEW) SECTION IV – SATURDAY, SUNDAY AND HOLIDAY PAY

Unless otherwise agreed to as part of a flex schedule or if an employee has not completed a ‘full work week’, an employee that is required to work on a Saturday, Sunday or Holiday shall be compensated for a minimum of two (2) hours at the following rates:

- a. Work performed on a Saturday at 1.5 times the base rate of pay.
- b. Work performed on a Sunday or Holiday at 2 times base rate of pay.
- c. In the event that the time exceeds two (2) hours, compensation will be for the full amount of time worked.

O. ARTICLE VII - HOLIDAYS

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

P. ARTICLE VIII – VACATIONS

Paragraph 8 – Replace with: “Employees shall not be called back to work while on vacation.”

Q. ARTICLE IX – GENERAL PROVISIONS

Remove section referring to Deputy Court Clerk.

R. ARTICLE X – MEDICAL AND HOSPITAL INSURANCE BENEFITS

Add: “If any other bargaining unit of Township employees receives reduction or modification of Chapter 78 contribution towards medical premiums, the parties agree to meet and negotiate regarding the sole issue of employee contributions. If the parties reach an impasse, the issue may be submitted to arbitration.”

S. ARTICLE XIV – WORKING UNIFORMS

Remove opening language and #2 and #3. Replace first paragraph of #5 with:

All employees shall be paid \$900 per year for an official township uniform allowance and shall be required to wear their official township uniform daily. Failure to wear the appropriate uniforms during regularly scheduled work hours or overtime, excepting emergencies, may result in forfeiture of the allowance or discipline.

The remainder of #5 shall remain the same. #8 shall remain the same.

T. ARTICLE XVI - WAGES

In lieu of ATB percentages in 2024, Clerk 1 Salary will be \$32,300.00; dispatchers \$38,300.00. All additional titles will receive \$4,000. All increases pensionable.

Salary Increases

Effective January 1, 2025	3.50%
Effective January 1, 2026	3.50%
Effective January 1, 2027	3.50%
Effective January 1, 2028	3.00%

U. ARTICLE XVII – TERMS OF AGREEMENT

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

V. 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 by September 18, 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 retroactive to September 1, 2023.

G. This agreement is subject to ratification by the CWA 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 CWA LOCAL 1032 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 CWA.

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 26th 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 NEGOTIATIONS AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE IBEW Local 102 (“IBEW”) BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2028

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. Agreed to in principle 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 26th 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

RESOLUTION APPROVING CONTRACT FOR THE OPERATION OF THE EWING ANIMAL SHELTER

Resolution #23R- WHEREAS, the Township issued a Request for Proposals (“RFP”) to solicit proposals for the Operation of the Ewing Animal Shelter for a three-year term with two one-year extension options to be exercised at the option of the Township; and

WHEREAS, on January 25, 2023 the Township received one proposal in response to that RFP from EASEL Animal Rescue League in the amount of \$210,00.00 for years one through three and \$235,000 for optional extension year four and \$240,000 for optional extension year five; and

WHEREAS, the Township determined that the pricing on the proposal received exceeded the estimated and current contract cost for the services paid by the Township and engaged with EASEL to determine if the bid price could be reduced without having to rebid; and

WHEREAS, EASEL, having agreed to allow its proposal to be held for consideration while the parties continued to negotiate in accordance with N.J.S.A. 40A:11-4.5, agreed to reduce their bid price for years one through three to the amount of \$199,000; and

WHEREAS, the Qualified Purchasing Agent for the Township has reviewed and evaluated the proposal and issued the attached evaluation report consistent with N.J.S.A. 40A: 11-4.5 recommending award to EASEL; and

WHEREAS, the Chief Financial Officer has certified as to the availability of funds.

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

1. The Administration is authorized to enter into the Contract, in the form attached hereto, at an annual cost of \$199,000.00 per year, for a three-year term and subject to two one-year extension at the option of the Township.
2. The Administration is authorized to execute all necessary documents to effectuate the Contract.

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 26th day of September 2023.

SEAL

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

TOWNSHIP OF EWING
Chief Financial Officer Certification #2023-10-1

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

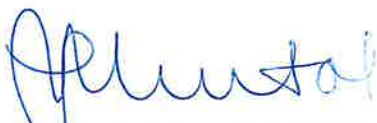
That funding is available in the 2023 Municipal Budget under the following account(s):

10546501 – Operation of Municipal Animal Shelter
\$199,000.00

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

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

Signed and certified by me this 22nd day of September ,2023


Joanna K. Mustafa, CMFO

**EVALUATION REPORT AND RECOMMENDATION OF QUALIFIED PURCHASING
AGENT FOR AWARD OF THE CONTRACT FOR THE FOR THE OPERATION OF
THE EWING TOWNSHIP ANIMAL SHELTER**

1. BACKGROUND

a. Purpose and Intent of the Procurement

The intent of this Request for Proposal (“RFP”) was to solicit proposals from qualified vendors for the Operation of the Ewing Animal Shelter pursuant to the competitive contracting process of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq. The previous contract had also been authorized and conducted using the competitive contracting process, however, as no responsive proposals were received after two advertised attempts, it had been negotiated as to price with the present incumbent using the advertised RFP terms.

b. Overview of the Procurement Process

On October 20, 2022, the Township of Ewing (hereinafter the “Township”) issued RFP seeking proposals for the operation of the Township’s animal shelter. Among other things, the RFP included the evaluation criteria to be used to assess each proposal and a list of all mandatory documents. The evaluation criteria set forth in the RFP were as follows:

- i. The bidder’s general approach and plans in meeting the requirements of this RFP; including conformity to the specifications and overall plan to complete the contract.
- ii. The qualifications and experience of the bidder’s management, supervisory or other key personnel assigned to the contract, with the emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
- iii. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. The evaluation will include, but not be limited to the following factors: the services proposed and included within the proposed fees; the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract; the availability and commitment to the contract of the bidder’s management, supervisory and other staff proposed and the bidder’s management plan.
- iv. The bidder’s price proposal.

Initial responses to the RFP were due on November 15, 2022. Thereafter, on November 10, 2022, an addendum to the RFP was issued extending the response deadline to December 14, 2022. On December 6, 2022, a second addendum was issued again extending the response deadline to January 25, 2023.

On January 25, 2023, the Township received one (1) response to its RFP from the current incumbent, EASEL Animal Rescue League (hereinafter the “Vendor”).

An evaluation committee was formed consisting of Alex DeAngelis, Township Purchasing Agent, Jim McManimon, Township Business Administrator, and Maeve E. Cannon, Township Attorney, of Stevens & Lee, P.C.

2. NAMES OF POTENTIAL VENDORS AND SUMMARIES OF PROPOSALS

The Vendor is the incumbent who currently operates the Ewing Animal Shelter. The Vendor bid \$210,000 a year for the initial three-year term, and \$235,000 and \$240,000 for optional years four and five. The Vendor’s bid cost was more than the Township’s estimate for the contract. Given that the Vendor was the only entity to respond to the RFP despite two (2) extensions of the deadline for submission and no other entity had requested the RFP or made inquiries as to same or is known to have an interest in the contract, the Township asked the Vendor to consider a best and final offer to reduce their price rather than rejecting the bid and rebidding the contract. The Vendor agreed to hold their bid open while discussions as to price were held.

Thereafter the Township held several discussions with the vendor, who supplied supporting information relating to their operating costs at the shelter. Ultimately, the Vendor agreed to reduce their bid price to an agreed upon amount of \$199,000 per year for three (3) years. Based on the materials reviewed, the Township is in agreement that this represents a fair price for the services to be provided pursuant to the RFP.

The Vendor is the incumbent contractor and has been involved in the operation of the Animal Shelter in various capacities since 2013. Based on its previous performance, the Township is confident the Vendor has the capabilities to perform the contract. The Township is satisfied with the Vendor’s previous performance noting that any issues arising during the course of its previous performance have been quickly resolved. The Vendor has utilized a combination of experienced staff and its significant network of volunteers to successfully perform the contract at a significant savings. Vendor provided a description of its general approach and plans to operate the shelter. The evaluation committee found that the vendor met the evaluative criteria of the RFP and has a demonstrated ability to perform the contract. Therefore, it is the recommendation of the Purchasing Agent that the Township enter into the contract with the Vendor for the operation of the Ewing Animal Shelter.

3. RECOMMENDATION OF VENDOR FOR CONTRACT AWARD

Based on the foregoing, the evaluation committee recommends that because the Vendor agreed to reduce their price and is otherwise qualified, that a contract be awarded to EASEL Animal Rescue League pursuant to N.J.S.A. 40A:11-4.5.

Dated: September 22, 2023

Respectfully Submitted,

Alex DeAngelis, Ewing Township Purchasing Agent

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 STATE CONTRACT AND COUNTY COOPERATIVE CONTRACT USE FOR PURCHASES FOR THE BUDGET YEAR 2023

Resolution #23R- WHEREAS, the Township of Ewing makes purchases from many potential sources for services, management, supplies and equipment to support Township operations; and

WHEREAS, the State of New Jersey, Division of Purchase and Property has authorized vendors that can provide these services, materials, supplies or equipment under a "state contract" for eligible items pursuant to N.J.S.A 40A:11-12 up to \$17,500.00 or such other amount as approved by statute; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Ewing that the Qualified Purchasing Agent be authorized to approve purchases from the State Contract Vendors list, to provide services, materials, supplies or equipment to the Township of Ewing for the budget year 2023.

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 26th 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

A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING TO ENTER INTO THE BUYBOARD PURCHASING COOPERATIVE NATIONAL INTERLOCAL PARTICIPATION AGREEMENT

Resolution #23R- WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, BuyBoard Purchasing Cooperative referred to as the "Lead Agency," has offered voluntary participation in the National Interlocal Participation Agreement, a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, it is the desire of all parties to enter into a Cooperative Pricing Agreement for said purposes; and

WHEREAS, this Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Ewing – BuyBoard Cooperative Purchasing Alliance; and

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

1. That pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor of the Township of Ewing is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency; and
2. That the Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and all other provisions of the revised statutes of the State of New Jersey; and

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 26th 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

A RESOLUTION AUTHORIZING THE PURCHASE OF POLISYS CLOUD HOSTING SOFTWARE FROM ENFORSYS INC. FOR USE BY THE EWING TOWNSHIP POLICE DEPARTMENT

Resolution #23R- WHEREAS, the Township of Ewing (the "Township") is in need of a secure cloud hosting system for use by the Ewing Township Police Department (the "Police Department") to host the Township's computer aided dispatch/records management ("CAD/RMS") system; and

WHEREAS, cloud hosting systems are readily available computer system resources, which allow storage, particularly data storage, without needing direct oversight or management by the user; and

WHEREAS, cloud hosting systems are integral to enhanced police response to requests for information and facilitation of daily duties; and

WHEREAS, Enforsys Inc. 27 Bleeker Street, Suite 221, Millburn, NJ 07041, is the sole source provider for PoliSys cloud software, which was developed using proprietary intellectual materials and processes, and is produced and licensed exclusively by Enforsys Inc.; and

WHEREAS, Enforsys Inc.'s proprietary PoliSys cloud software is hosted in a secure Microsoft Azure Government Cloud hosting system and would allow the Township to store the Police Department's CAD/RMS data offsite, ensuring that the Township would no longer have to physically maintain the backend software at the municipal complex and the Township would not have to update, secure, and provide external connections to the server as Enforsys, Inc. would take over the responsibilities; and

WHEREAS, there are no other authorized agents or dealers of PoliSys cloud software; and

WHEREAS, Enforsys, Inc. has offered to provide access to and use of PoliSys cloud software for the Ewing Police Department, 2 Jake Garzio Drive Ewing, NJ as well as maintenance support and system revisions, in the amount of \$19,500.00; and

WHEREAS, after considering price and other factors, the Township desires to purchase access to PoliSys cloud software and related services from Enforsys, Inc. in the amount of \$19,500; and

WHEREAS, formal public bidding is not necessary to effectuate this award because the product is exempt from public bidding under *N.J.S.A.* 40A:11-5(1)(dd) to support proprietary software; and

WHEREAS, the Chief Financial Officer has supplied a certification of availability of funds indicating that sufficient funds exist for the purchase of these products and services.

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

1. The Township is authorized to purchase PoliSys cloud software and related services from Enforsys, Inc. in the amount of \$19,500 for use by the Ewing Township Police Department.
2. The Mayor is authorized to execute all necessary documents to effectuate this award.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 26th day of September 2023.

SEAL

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

TOWNSHIP OF EWING
Chief Financial Officer Certification #2023-10-2

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

That funding is available in the 2023 Municipal Budget under the following account(s):

10503014 – Information Technology O/E
Maintenance Contracts
\$19,500.00

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

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

Signed and certified by me this 22nd day of September ,2023


Joanna K. Mustafa, CMFO

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



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

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2023 CHEVROLET TAHOE 4WD 4 DOOR COMMERCIAL TRUCK FOR PURPOSE AND USE BY EMS, UNDER STATE CONTRACT 21-FLEET-01485, THRU GENTILINI MOTORS, EGG HARBOR N.J.

Resolution #23R- WHEREAS, the Township of Ewing wishes to purchase a 2023 CHEVROLET TAHOE THRU GENTILINI MOTORS, STATE CONTRACT , 21-FLEET-01485 in the amount of \$67,235.06; and

WHEREAS, said equipment was approved for purchase through Fund 30, Capital Fund, 305693411, Ord 2023-11 Various Improvements; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said purpose in the Fund 30, Capital Fund, 305693411, Ord 2023-11 Various Improvements; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Ewing hereby authorizes the purchase of the above-mentioned Vehicle from Gentilini Motors, 2703 Fire Road, Egg Harbor, NJ 08234 in the amount of \$67,235.06; and

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

IT IS SO RESOLVED.

Certification:

I, Kim Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, and State of New Jersey held on the 26th day of September 2023.

SEAL

**Kim Macellaro, CMC
Municipal Clerk**

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

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



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

A RESOLUTION DESIGNATING THE MAYOR TO SIGN THE TWA APPLICATION FOR ALL PROJECTS REQUIRING TREATMENT WORKS APPROVAL APPLICATIONS PROVIDING SEWERAGE SERVICE TO EWING TOWNSHIP, MERCER COUNTY

Resolution #23R- WHEREAS, the Ewing Lawrence Sewerage Authority (ELSA) is interested in performing improvements to existing infrastructure; and

WHEREAS, Ewing Township is required to sign the Treatment Works Approval (TWA); and

WHEREAS, An authorized representative of the Township of Ewing signature is required on the "Certification by governing body" (I.E. municipality where the project is located); and

WHEREAS, The mayor of Ewing is authorized to sign as the official representative of Ewing Township; and

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

1. The Township Mayor is hereby authorized to sign applicable sections of the Treatment Works Approval application for Sewage infrastructure approved by Ewing Lawrence Sewerage Authority.
2. The Mayor is Authorized to execute all necessary documents to effectuate these projects.

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 26th 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 CONSENTING TO SUBMISSION OF A TWA APPLICATION TO ELSA AND NJDEP FOR SEWER LINE EXTENSION/CONNECTION FOR THE FACILITY KNOWN AS PAUL ROBESON CHARTER SCHOOL AT 1289 MARTIN LUTHER KING JR BOULEVARD AND AUTHORIZING THE MAYOR TO EXECUTE THE TWA APPLICATION

Resolution #23R- WHEREAS, the Paul Robeson Charter School located at 1289 Martin Luther King Jr. Boulevard in Ewing Township, New Jersey, Block 13, Lot 36 is a project which consists of a new charter school building for 675 students; related amenities and site improvements located on a vacant 3.14 acre site of which 2.59 acres are located in Ewing Township; and

WHEREAS, the Ewing Township Council's consent is required to authorize the Mayor or other authorized representative to endorse any Treatment Works Approval (sewer line extension/connection) applications to Ewing-Lawrence Sewerage Authority (ELSA) and New Jersey Department of Environmental Protection (NJDEP) for approval; and now

BE IT RESOLVED, by the Ewing Township Council that:

1. The Township hereby consents to the submission of a Treatment Works Application for Paul Robeson Charter School located at 1289 Martin Luther King Jr. Boulevard in Ewing Township, New Jersey, Block 13, Lot 36 in Ewing Township to ELSA and NJDEP for approval; and
2. The Township hereby authorizes the Mayor and Township Clerk to execute the Statements of Consent (WQM003-T) as part of the TWA permit application.

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 26th 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 OF THE TOWNSHIP OF EWING, COUNTY OF MERCER, STATE OF NEW JERSEY, SUPPORTING NATIONAL CYBER SECURITY AWARENESS MONTH 2023

Do Your Part - #BeCyberSmart

Resolution #23R- WHEREAS, the Township of Ewing recognizes that it plays a vital role in identifying, protecting its citizens from, and responding to cybersecurity threats that may have significant impact to our individual and collective safety and privacy; and

WHEREAS, critical infrastructure (i.e., financial services, educational institutions, energy, telecommunications, transportation, utilities, health care, and emergency response systems, etc.) is increasingly reliant on the support of information systems and technology; and

WHEREAS, cybersecurity education and awareness is crucial for everyone, including large corporations, small businesses, financial institutions, schools, government agencies, the home user, and anyone who connects to the internet, be it with a computer, mobile phone, or other internet-connected device; and

WHEREAS, monitoring your accounts, being conscientious of what you share online, keeping computer software up to date, creating unique passwords and changing them regularly, installing antivirus programs and firewalls, and using mobile devices and other internet-connect devices safely are ways people and organizations can protect themselves from phishing, viruses, ransomware, other types of malware, financial loss, and loss of sensitive data; and

WHEREAS, we showcase the need to inspire, engage, and inform the public about the demand, opportunities, and career options available within the area of cybersecurity and highlight how building the nation's and Ewing Township's cybersecurity workforce enhances the nation's security and promotes economic prosperity; and

WHEREAS, the Mayor and Governing Body of the Township of Ewing are dedicated to providing every individual and public and private organization in Ewing Township the resources necessary to ensure the understanding, implementation, and success of Cybersecurity Awareness Month to help the citizens of Ewing Township stay safe online and connect with confidence; and

WHEREAS, the STOP. THINK. CONNECT.™ Campaign serves as the national cybersecurity public awareness campaign, implemented through a coalition of private companies, nonprofit, government

organizations, and academic institutions working together to increase the public's understanding of cyber threats and empowering Americans to be safer and more secure online; and

WHEREAS, the National Institute of Standards and Technology (NIST) Cybersecurity Workforce Framework is a free resource to help organizations (both large and small, public, and private) improve their cybersecurity practices through a practical approach to addressing the ever-evolving cybersecurity threats and challenges; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of essential cyber hygiene will improve the security of Ewing Township's information, infrastructure, and economy; and

WHEREAS, the Federal Government of the United States of America, the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (www.cisa.gov), the Multi-State Information Sharing and Analysis Center (<https://www.cisecurity.org/ms-isac>), the National Association of State Chief Information Officers (www.nascio.org), and the National Cyber Security Alliance (www.staysafeonline.org) all recognize October as Cybersecurity Awareness Month; and all citizens are encouraged to visit these websites, along with the STOP. THINK. CONNECT.™ Campaign website (www.cisa.gov/stopthinkconnect or www.stopthinkconnect.org) to learn about cybersecurity to put that knowledge into practice in their homes, schools, workplaces, and businesses; and

THEREFORE, BE IT RESOLVED that the Mayor and Governing Body of the Township of Ewing do hereby proclaim that Ewing Township is officially supporting National Cyber Security Awareness Month and the National Public Awareness Campaign, Stop.Think.Connect.

IT IS SO RESOLVED.

Certification:

I, Kim Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 26th day of September 2023.

SEAL

**Kim Macellaro, CMC
Municipal Clerk**