

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

ORDINANCE NO. 23-

1st Reading _____ Date to Mayor _____

2nd Reading & Public Hearing _____ Date Returned _____

Date Adopted: _____ Date Resubmitted to Council _____

_____ Approved as to Form of Legality

Effective Date: _____ Township Attorney _____

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 225 VEHICLES AND TRAFFIC ARTICLE II PARKING SECTION 225-10.5 PARKING PROHIBITED AT CERTAIN LOCATIONS, TO PROHIBIT THE PARKING OF CERTAIN VEHICLES ON PUBLIC LAND

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 225 VEHICLES AND TRAFFIC ARTICLE II PARKING SECTION 225-10.5 PARKING PROHIBITED AT CERTAIN LOCATIONS, TO PROHIBIT THE PARKING OF CERTAIN VEHICLES ON PUBLIC LAND

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

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

WHEREAS, per Ordinance No. 23-17 which was adopted on July 25, 2023, the Township prohibited box trucks, tractor trailers, commercial vehicles, trailers, heavy equipment or other vehicles from parking overnight on any public lands, streets, parks, thoroughfares, or parking lots owned by the Township, County, or State; and

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

WHEREAS, in all other respects Chapter 225 entitled “Vehicles and Traffic” shall remain in full force and effect; and

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

Section 1 Chapter 225, VEHICLES AND TRAFFIC Article II PARKING Section 225-10.5 PARKING PROHIBITED AT CERTAIN LOCATIONS is hereby amended as follows:

§ 225-10.5 Parking prohibited at certain locations.

- A. No person shall park a vehicle in excess of four tons at the Ewing Senior and Community Center, the Hollowbrook Community Center, and Lou Lamata Soccer Fields at Rambling Creek Park, except for deliveries or Township business.
- B. Unless otherwise permitted by ordinance, statute or specific permission, no box trucks, tractor trailers, commercial vehicles, trailers, heavy equipment or other vehicles shall be permitted to park ~~overnight at any time~~ on any public lands, streets, parks, thoroughfares, or parking lots owned by the Township, County, or State.
 - a. Penalties: Any vehicle and/or trailer which has been parked on public land ~~overnight at any time~~ may be subject to seizure (towing) at the owner’s expense and/or the owner may be issued a ticket and/or any other penalties available to law enforcement including those provided in Chapter 1, Article III, General Penalty.

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

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

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

**THE TOWNSHIP OF EWING
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, PART III, HEALTH LEGISLATION, ESTABLISHING THE REQUIREMENTS FOR THE STORAGE OF SALT AND OTHER SOLID DE-ICING MATERIALS ON PRIVATE PROPERTIES NOT OWNED BY THE TOWNSHIP FOR THE PROTECTION OF THE ENVIRONMENT AND PUBLIC HEALTH PER THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

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, PART III, HEALTH LEGISLATION, ESTABLISHING THE REQUIREMENTS FOR THE STORAGE OF SALT AND OTHER SOLID DE-ICING MATERIALS ON PRIVATE PROPERTIES NOT OWNED BY THE TOWNSHIP FOR THE PROTECTION OF THE ENVIRONMENT AND PUBLIC HEALTH PER THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.

WHEREAS, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48-2 conferred upon local governments the authority to adopt regulations and ordinances designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the New Jersey Department of Environmental Protection (the "NJDEP") has issued requirements for the storing of salt and other solid de-icing materials and is requiring all municipalities in the State to adopt such policies; and

WHEREAS, said requirements for the storing of salt and other solid de-icing materials is for the protection of the environment and public health and the safety and welfare of the residents of the Township of Ewing (the "Township"); and

WHEREAS, the purpose of NJDEP's storage requirements is to prevent stored salt and other solid de-icing materials from being exposed to stormwater; and

WHEREAS, the below enumerated requirements shall apply to all privately owned (non-Township owned) properties within the Township; 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 Part III, HEALTH LEGISLATION, is hereby amended as follows:

Chapter 426 Storage Requirements for Salt and Other Solid De-Icing Materials on Private Property

§426-1 Purpose and intent.

The purpose of this Chapter is to prevent stored salt and other solid de-icing materials from being exposed to stormwater. This Chapter establishes requirements for the storage of salt and other solid de-icing materials on properties not owned or operated by the Township (privately-owned), including residences, to protect the environment, public health, safety and welfare, and to prescribe penalties for failure to comply.

§426-2 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated unless their use in the text of this Chapter clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

De-icing materials

Any granular or solid material such as melting salt or any other granular solid that assists in the melting of snow.

Impervious surface

A surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

Storm drain inlet

The point of entry into the storm sewer system.

Permanent structure

A permanent building or permanent structure that is anchored to a permanent foundation with an impermeable floor, and that is completely roofed and walled (new structures require a door or other means of sealing the access way from wind driven rainfall).

- A. fabric frame structure is a permanent structure if it meets the following specifications:
- (1) Concrete blocks, jersey barriers or other similar material shall be placed around the interior of the structure to protect the side walls during loading and unloading of de-icing materials;
 - (2) The design shall prevent stormwater run-on and run through, and the fabric cannot leak;
 - (3) The structure shall be erected on an impermeable slab;
 - (4) The structure cannot be open sided; and
 - (5) The structure shall have a roll up door or other means of sealing the access way from wind driven rainfall.

Person

A individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

Resident

A person who resides on a Township residential property where de-icing material is stored.

§426-3 De-Icing material storage requirements.

- A. Temporary outdoor storage of de-icing materials in accordance with the requirements below is allowed between October 15th and April 15th:
- (1) Loose materials shall be placed on a flat, impervious surface in a manner that prevents stormwater run-through;
 - (2) Loose materials shall be placed at least 50 feet from surface water bodies, storm drain inlets, ditches and/or other stormwater conveyance channels;
 - (3) Loose materials shall be maintained in a cone-shaped storage pile. If loading or unloading activities alter the cone-shape during daily activities, tracked materials shall be swept back into the storage pile, and the storage pile shall be reshaped into a cone after use;
 - (4) Loose materials shall be covered as follows:
 - (a) The cover shall be waterproof, impermeable, and flexible;
 - (b) The cover shall extend to the base of the pile(s);
 - (c) The cover shall be free from holes or tears;
 - (d) The cover shall be secured and weighed down around the perimeter to prevent removal by wind; and
 - (e) Weight shall be placed on the cover(s) in such a way that minimizes the potential of exposure as materials shift and runoff flows down to the base of the pile.

[1] Sandbags lashed together with rope or cable and placed uniformly over the flexible cover, or poly-cord nets provide a suitable method. Items that can potentially hold water (e.g., old tires) shall not be used;

(5) Containers must be sealed when not in use; and

(6) The site shall be free of all de-icing materials between April 16th and October 14th.

B. De-icing materials should be stored in a permanent structure if a suitable storage structure is available. For storage of loose de-icing materials in a permanent structure, such storage may be permanent, and thus not restricted to October 15th through April 15th

C. All temporary and/or permanent structures must also comply with all other local ordinances, including building and zoning regulations.

D. The property owner, or owner of the de-icing materials if different, shall designate a person(s) responsible for operations at the site where these materials are stored outdoors, and who shall document that weekly inspections are conducted to ensure that the conditions of this Chapter are met. Inspection records shall be kept on site and made available to the municipality upon request.

(1) Residents who operate businesses from their homes that utilize de-icing materials are required to perform weekly inspections.

§426-4 Exemptions.

Residents may store de-icing materials outside in a solid-walled, closed container that prevents precipitation from entering and exiting the container, and which prevents the de-icing materials from leaking or spilling out. Under these circumstances, weekly inspections are not necessary, but repair or replacement of damaged or inadequate containers shall occur within two (2) weeks.

If containerized (in bags or buckets) de-icing materials are stored within a permanent structure, they are not subject to the storage and inspection requirements in Section III above. Piles of de-icing materials are not exempt, even if stored in a permanent structure. This ordinance does not apply to facilities where the stormwater discharges from de-icing material storage activities are regulated under another NJPDES permit.

§426-5 Enforcement.

This ordinance shall be enforced by the Ewing Township Zoning Officer during the course of ordinary enforcement duties.

§426-6 Violations and penalties.

Any person(s) who is found to be in violation of the provisions of this Chapter shall have 72 hours to complete corrective action. Repeat violations and/or failure to complete corrective action shall result in a violation punishable as provided in Chapter 1, Article III, General Penalty.

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.org

**GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT
FOR CALENDAR YEAR 2022**

Resolution #23R-

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the Calendar Year 2022 has been filed by a Registered Municipal Accountant with the “Municipal Clerk” pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and,

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled “Comments and Recommendations, and,

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled “Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and,

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and,

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Township of Ewing, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON OCTOBER 24, 2023.

Clerk

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



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

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF EWING, MERCER COUNTY, NEW JERSEY AND LOCAL 102 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) TO SUPPLEMENT THE EXISTING COLLECTIVE BARGAINING AGREEMENT

Resolution #23R- WHEREAS, the Township and Local 102 of the International Brotherhood of Electrical Workers (“IBEW”) have agreed to the addition of the new positions of Deputy Municipal Assessor and Systems Administrator, and

WHEREAS, the Township and IBEW are desirous of entering into a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement (“CBA”) entered into between the Township and IBEW for the period of January 1, 2020, through December 31, 2023; and

WHEREAS, Appendix A – Hiring Ranges of the CBA will be amended to add the following title as follows:

<u>CLASSIFICATIONS</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Municipal Assessor	\$75,000	\$100,000
Systems Administrator	\$65,000	\$ 85,000

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

1. The Township of Ewing is authorized to execute a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement entered into between the Township and Local 102 of the International Brotherhood of Electrical Workers for the period of January 1, 2020, through December 31, 2023, to add the titles of Deputy Municipal Assessor and Systems Administrator.
2. The Mayor is authorized to execute all necessary documents to effectuate this agreement.

IT IS SO RESOLVED.

Certification:

I, **Kim J. Macellaro**, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 24th day October 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 AMENDING RESOLUTION #23R-180 AS TO THE APPOINTMENT OF ELINA VEYBERMAN AS TAX ASSESSOR

Resolution #23R- WHEREAS, on October 10, 2023, the Township of Ewing (the “Township”) adopted Resolution #23R-180 appointing Elina Veyberman to fill the unexpired term of former Township Tax Assessor Jeffrey Burd, with the term expiring on June 30, 2024; and

WHEREAS, under New Jersey law when a tenured assessor retires, his/her/their term is considered expired; and

WHEREAS, Jeffrey Burd received his second appointment on July 1 2006, which granted him tenure, thus, Jeffrey Burd left no unexpired term and his term is considered expired; and

WHEREAS, the Township desires to amend Resolution #23R-180 such that Elina Veyberman shall be appointed to fill the vacancy of the Township Tax Assessor left by the expired term of Jeffrey Burd; and

WHEREAS, the Township of Ewing (the “Township”) requires the services of a Tax Assessor to perform certain duties including, but not limited to those duties set forth in N.J.S.A. 40A:9-146 et seq., and any rules and regulations promulgated thereunder; and

WHEREAS, the Township’s tenured Tax Assessor, Jeffrey Burd, retired effective September 30, 2023; and

WHEREAS, the Township Tax Assessor shall be appointed by the Mayor; and

WHEREAS, per N.J.S.A. 40A:9-148 “every municipal tax assessor and deputy assessor shall hold his office for a term of 4 years from the first day of July next following his selection”; and

WHEREAS, Elina Veyberman is a Certified Tax Assessor pursuant to N.J.S.A. 40A:9-148.1, as amended from time to time; and

WHEREAS, due to the vacancy left by the retirement of tenured Tax Assessor Jeffrey Burd, the Mayor appoints Elina Veyberman as the Tax Assessor effective: October 1, 2023 to June 30, 2024 and July 1, 2024 to June 30, 2028; and

WHEREAS, the Township Council consents to the appointment of Elina Veyberman as Tax Assessor effective: October 1, 2023 to June 30, 2024 and July 1, 2024 to June 30, 2028; and NOW THEREFORE, BE IT RESOLVED, by the Ewing Township Council that:

- 1. The Council hereby approves the appointment of Elina Veyberman as the Township Tax Assessor effective: October 1, 2023 to June 30, 2024 and the Mayor is authorized to execute such contracts and documents as are necessary to effectuate this appointment.**
- 2. The Council hereby approves the appointment of Elina Veyberman as the Township Tax Assessor to a four-year term commencing July 1, 2024, and ending June 30, 2028 and the Mayor is authorized to execute such contracts and documents as are necessary to effectuate this appointment.**

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 24th day of October 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 AN EXTRAORDINARY, UNSPECIFIABLE SERVICES AGREEMENT WITH BROWN & BROWN METRO, INC., THROUGH A NON-FAIR AND OPEN PROCESS, TO ADMINSTRATE THE RETIREE PRESCRIPTION DRUG PROGRAM

Resolution #23R- WHEREAS, the Township of Ewing (the "Township") has determined that insurance brokerage services are needed in support of its retiree prescription drug program, as well as its medical and dental insurance programs; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(m), insurance (including the purchase of insurance coverage and consultant services) is an extraordinary unspecifiable service for which the solicitation of bids is not required; and

WHEREAS, the Township desires to enter into a one-year contract with Brown & Brown Metro, Inc., for insurance brokerage services in support of its retiree prescription drug program, as well as its medical and dental insurance programs, beginning January 1, 2024 and expiring on December 31, 2024; and

WHEREAS, the Township shall pay to Brown & Brown Metro, Inc. \$18,000.00 for said services; and

WHEREAS, the Chief Financial Officer has indicated that sufficient funds will be made available in the CY2024 Budget for the award of this contract under account #10502010 General Administration – Consultant Fees; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), requires that notice of this award be published stating the nature, duration, service, and amount of the contract, the name of the vendor, and a statement that the resolution and contract are on file and available for public inspection in the Office of the Clerk.

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

1. The Township is hereby authorized to enter into a contract with Brown & Brown Metro, Inc., in the amount of \$18,000, for insurance brokerage services in support of its retiree prescription drug program, as well as its medical and dental insurance programs.
2. The Mayor and Municipal Clerk are authorized to execute such contracts and documents as are necessary to effectuate this award.
3. Notice of this Resolution shall be published in the Trenton Times Newspaper,

New Jersey, within ten (10) days of passage, as required by law.

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 24th day of October 2023.

SEAL

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

Joanna Mustafa, CFO

BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective January 1, 2024 (the "Effective Date"), is made by and between **EWING TOWNSHIP** ("Township"), and the Roseland office of **BROWN & BROWN METRO, LLC.** ("Broker").

Background

Township wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Township, Broker will provide services to the Township as an insurance broker. Township acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Township expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

Nothing in this Agreement shall be construed to impose any obligations on Broker, or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated above.

4. **Township Responsibilities.** In consideration of the Services provided by Broker, Township agrees as follows:

(a) Township shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.

(b) Township shall timely produce and complete accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Township further agrees to provide Broker with notice of any material changes in Township's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Township shall carefully read each insurance policy issued to Township in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Township is responsible for recommending any changes to insurance policies issued to Township.

(c) Township shall timely pay all premiums and fees.

(d) Township shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event Township intends to allow competing agents or brokers to solicit or market insurance to Township.

5. **Compensation.** In consideration of the Services, Township shall compensate Broker as set forth in Schedule A (the "Broker Services Fee"). With regard to the Broker Services Fee, Township and Broker acknowledge and agree as follows:

(a) **The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Township for the Lines of Insurance.**

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this



Agreement, and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Township.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Township's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Township.

(d) If Township chooses to finance its premiums, Broker may assist Township in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Township.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Township from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Township.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Township upon request.

(g) Township acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and Township agree to hold in confidence Confidential Information (defined below). Township acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or Township become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.



7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Township may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of New Jersey if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Township's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Township's participation in any fraud; or (iii) Township's material failure to properly perform its duties and responsibilities hereunder because of Township's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Township from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Township:

Ewing Township
02 Jake Grazio Drive
Ewing Township, NJ 08628
Attn: Hilary Hyser

Ewing Township
Brown & Brown Metro, LLC.
Broker Services Agreement effective January 1, 2024

Email: hhyser@ewingnj.org

Brown & Brown Metro, LLC.
56 Livingston Avenue
Roseland, New Jersey 07068
Attn: Richard Knudson
Email: r.knudson@bbmetro.com

With a copy to:

Brown & Brown, Inc.
300 N. Beach Street
Daytona Beach, FL 32114
Attn: Legal Department

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **New Jersey Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Essex County, New Jersey.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior



agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to

the date of this Agreement and signed on behalf of Township and Broker by their respective duly authorized representatives.

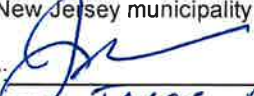
[Remainder of page intentionally left blank – Signature page follows.]



IN WITNESS WHEREOF, the parties have executed this Agreement for 2024.

TOWNSHIP:

Ewing Township
a New Jersey municipality

By: 
Name: JAMES P. MCMAHON
Title: BUSINESS ADMINISTRATOR

BROKER:

Brown & Brown Metro, LLC.
a New Jersey limited liability company

By: _____
Name: _____
Title: _____



SCHEDULE A – NEW JERSEY

AGREEMENT PURSUANT TO N.J.A.C. § 11:17B-3.1

Amount of Fee: EIGHTEEN THOUSAND AND 00/100 DOLLARS (\$18,000.00). (Broker Services Fee). The Fee shall be fully earned and payable in twelve (12) equal installments of **ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$1,500.00)**; the initial payment shall be payable upon the Township's execution and delivery of this Agreement. This fee is separate from and not a part of Township's insurance premium. The fee may only be charged if Township consents to the same in this writing.

Nature of Services: Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) Pharmacy Copay Reimbursement; (b) Medical; and (c) Dental.

- a. Prescription Drug Reimbursement for Retiree Membership
 - Providing 7 to 10 day turnaround on reimbursements for contractual benefits with retirees on copay differences from SHBP.
 - Handling service calls for retirees.
 - Trouble shooting service requests on copay issues with retiree reimbursement program (outgoing provider calls).
- b. Annual insurance review on all lines of coverage.
- c. Renewal analysis.
- d. RFP preparation and marketing of the programs.
- e. Market analysis/review.
- f. Benefits related labor negotiations assistance.
- g. Assistance with service related issues via Account Team and First Call Solutions on SHBP and Non-SHBP Programs.
- h. Employee benefits communication preparation.
- i. Open enrollment assistance
- j. Federal Healthcare Reform guidance
- k. Chapter 78 analysis and guidance
- l. Wellness Committee Formation
- m. Federal and State Compliance on Mandates
- n. Other services mutually agreed upon.

Remainder of page intentionally left blank – Signature page follows.




Commissions: Broker will receive commissions from an insurance company in connection with Township's purchase of insurance.

Date: _____

TOWNSHIP:

Ewing Township
a New Jersey municipality

By: 
Name: James P. McManimon
Title: Board Administrator

BROKER:

Brown & Brown Metro, LLC.
a New Jersey limited liability company

By: _____
Name: _____
Title: _____

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 SUPPORTING AN APPLICATION FOR HOMES BY TLC TO APPLY FOR AND OBTAIN FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS, NEW JERSEY AFFORDABLE HOUSING TRUST FUND PROGRAM FOR THE PURPOSE OF DEVELOPING ELEVEN UNITS OF RENTAL LOW AND/OR MODERATE AFFORDABLE HOUSING PROJECT

Resolution #23R- WHEREAS, the Homes by TLC, Inc. desires to apply for and obtain funds from the New Jersey Department of Community Affairs, New Jersey Affordable Housing Trust Fund Program for an amount not to exceed the maximum amount allowed in accordance with N.J.A.C. 5:43-1.1 et seq. for the purpose of developing approximately eleven (11) units of rental low and/or moderate affordable housing in the Project Home XVIII (208 Sullivan Way AHTF) ("Project"); and

WHEREAS, the Municipality has determined that the housing project referenced above, will meet all or part of the Municipality's low and moderate housing obligation in its Housing Element and Fair Share Plan; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Governing Body of Ewing Township, in the County of Mercer, State of New Jersey, does hereby support this application for such funds to the New Jersey Department of Community Affairs, New Jersey Affordable Housing Trust Fund Program and acknowledge that the Project is located in an eligible municipality in accordance with N.J.A.C 5:43-1.3(a). The municipality also asks that the Homes by TLC, Inc. the (Sponsor/Developer), as permitted under N.J.A.C 5:43-1.3 (a), contract only for this project, directly with the Department of Community Affairs.

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 24th day of October 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 DONATION, RECYCLING OR DISPOSAL OF PROPERTY OF NOMINAL VALUE

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

WHEREAS, the Ewing Township Department of Public Works and the Construction Department have recommended disposal of said property; and

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

WHEREAS, said property is not needed for public purposes;

NOW, THEREFORE, BE IT RESOLVED by Township Council of the Township of Ewing that Ewing Township DPW and Construction Department are hereby authorized to dispose of the obsolete property as set forth on the attached schedules as they deem appropriate in their discretion.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 24th day of October 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk

Department of Public Works:

2005 Ford F350 Vin# 1FTWF31Y75ED34924

2007 Ford F150 Vin# 1FTRX12W27FA82105

Construction Department:

2009 Ford Escape Vin# 1FMCU59349KA17828

2009 Ford Escape Vin# 1FMCU59369KA17829

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



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

A RESOLUTION APPROVING CHANGE ORDER NO. 2 (FINAL) DECREASE IN THE AMOUNT OF \$19,671.64 TO RICHARD T. BARRETT PAVING CO. FOR 2022 ROAD IMPROVEMENT PROGRAM

Resolution #23R- WHEREAS, the Township awarded a contract by way of Resolution #23R-58, on February 28th, 2023 to Richard T. Barrett Paving Co. for 2022 Road Improvement Program in the amount of \$635,488.35; and

WHEREAS, Change Order No. 1 was approved on July 25, 2023 extending the length of the contract by 72 calendar days; and

WHEREAS, Richard T. Barrett Paving Co., by way of letter dated October 13, 2023, has submitted Change Order No. 2 Final, to decrease the amount of the contract by \$19,671.64, making the total contract amount \$615,816.71; and

NOW, THEREFORE, BE IT RESOLVED, by the Ewing Township Council that Change Order No. 2 Final is approved, and the Township Administrator is authorized to execute same along with any other documents required.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 24th day of October 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 APPROVING CHANGE ORDER NO. 1 INCREASE TO TOP LINE CONSTRUCTION CORP. FOR IMPROVEMENTS TO PINGREE AVENUE IN THE AMOUNT OF \$54,662.73

Resolution #23R- WHEREAS, by Resolution No. 23R-152 dated August 8th, 2023, the Township of Ewing awarded a contract to Top Line Construction Corp. in the amount of \$708,707.45 for Improvements to Pingree Avenue; and

WHEREAS, Top Line Construction requested a change order increase by way of letter dated October 10, 2023, for additional work that the Township authorized to be done on Greenway Avenue, in the total amount of \$54,662.73, for a total contract amount of \$763,370.18; and

WHEREAS, the Township's Chief Financial Officer has certified as to the availability of the funds for Change Order No. 1 increase to the Contract for Improvements to Pingree Avenue in the total amount of \$54,662.73; and

WHEREAS, the Qualified Purchasing Agent has certified that this Change Order will not exceed the originally awarded contract amount by more than twenty (20) percent as per N.J.A.C. 5:30-11.3(9); and

NOW, THEREFORE, BE IT RESOLVED, by the Ewing Township Council that Change Order No. 1 increase in the amount of \$54,662.73 is approved, and the Township Administrator is authorized to execute same along with any other documents required.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 24th day of October 2023.

SEAL

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

**Alex DeAngelis
Qualified 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 THE RELEASE OF A PERFORMANCE BOND AND THE ACCEPTANCE OF A TWO-YEAR MAINTENANCE BOND FOR THE 2022 ROAD IMPROVEMENT PROGRAM - EWING ENGINEERS REMINGTON & VERNICK ENGINEERS RVE #1102-T-080

Resolution #23R- WHEREAS, on February 28, 2023, by Resolution #23R-58, the Township awarded the 2022 Road Improvement Program to Richard T. Barrett Paving Co. for a total contract amount of \$635,488.35; and

WHEREAS, on July 25, 2023, Ewing Township Council approved Change Order No. 1 which extended the length of the contract by 72 calendar days due to delays in supply and inclement weather; and

WHEREAS, on October 24, 2023, Ewing Township Council approved Change Order No. 2 (Final) decrease in the amount of \$19,671.64, for a total contract amount of \$615,816.71; and

WHEREAS, by way of letter dated October 13, 2023, the Township Engineer recommends that the Ewing Township Council accept the two-year maintenance bond (No. 2341285) in the amount of \$615,816.71 and the release of the performance bond in the amount of \$635,488.35 as the construction completion date was September 1, 2023; and

BE IT RESOLVED that the Governing Body of the Township of Ewing does hereby authorize and accept the two-year maintenance bond (No. 2341285) and the release of the performance bond upon the recommendations of Ewing Engineers Remington & Vernick Engineers for project #1102-T-080 in the Township of Ewing, and

NOW THEREFORE BE IT RESOLVED, that upon Ewing Township Council approval, copies of adopted resolution should be forwarded to the Developer, Construction Code Official, Chief Finance Officer and the office of Remington & Vernick Engineers.

IT IS 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 24th day of October 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 A PERFORMANCE GUARANTEE RELEASE FOR HOMES BY TLC / TRIPLE H PROPERTIES, LLC, 57-59 NEW HILLCREST AVENUE, (BLOCK 73, LOTS 18.02 & 18.03) - EWING TOWNSHIP ENGINEERS REMINGTON & VERNICK PROJECT #1102-I-128

Resolution #23R- WHEREAS, the Township Engineer has made the necessary inspections of the above captioned project for a final performance guarantee release; and

WHEREAS, the Township Engineer recommends the performance guarantee be released subject to the conditions set forth in the letter of October 10, 2023; now therefore

BE IT RESOLVED, that the Governing Body of The Township of Ewing does hereby authorize the release of a performance guarantee release upon the recommendations of Ewing Engineers, Remington & Vernick Project #1102-I-128 in the Township of Ewing, and;

BE IT FURTHER RESOLVED, that the release of said performance guarantee be subject to the developers compliance with the following condition(s):

- 1. Payment of all current charges for professional services.**
- 2. Posting of a two-year maintenance guarantee in the amount of \$1,184.87 for the project.**
- 3. Posting of \$1,000.00 in escrow, for a future Two (2) Year Maintenance Bond release inspection.**
- 4. Review and approval of all documents by the Township Solicitor.**

NOW THEREFORE BE IT RESOLVED, that upon Ewing Township Council approval, copies of adopted resolution should be forwarded to the Developer, Construction Code Official, Chief Financial Officer, and the office of Remington & Vernick.

IT IS RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 24th day of October 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 A PERFORMANCE GUARANTEE RELEASE FOR TJC AT EWING, 60 EWINGVILLE ROAD, (BLOCK 105, LOT 1) - EWING TOWNSHIP ENGINEERS REMINGTON & VERNICK PROJECT #1102-I-078

Resolution #23R- WHEREAS, the Township Engineer has made the necessary inspections of the above captioned project for a final performance guarantee release; and

WHEREAS, the Township Engineer recommends the performance guarantee be released subject to the conditions set forth in the letter of October 4, 2023; now therefore

BE IT RESOLVED, that the Governing Body of The Township of Ewing does hereby authorize the release of a performance guarantee release upon the recommendations of Ewing Engineers, Remington & Vernick Project #1102-I-078 in the Township of Ewing, and;

BE IT FURTHER RESOLVED, that the release of said performance guarantee be subject to the developers compliance with the following condition(s):

- 1. Payment of all current charges for professional services.**
- 2. Posting of a two-year maintenance guarantee in the amount of \$171,053.94 for the project.**
- 3. Posting of \$8,552.70 in escrow, for a future Two (2) Year Maintenance Bond release inspection.**
- 4. Review and approval of all documents by the Township Solicitor.**

NOW THEREFORE BE IT RESOLVED, that upon Ewing Township Council approval, copies of adopted resolution should be forwarded to the Developer, Construction Code Official, Chief Financial Officer, and the office of Remington & Vernick.

IT IS RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 24th day of October 2023.

SEAL

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