

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 ALLOWING THE TOWNSHIP TO UTILIZE THE COUNTY'S LIQUID SALT BRINE PRODUCTION FACILITY

Resolution #23R- WHEREAS, the Township of Ewing (the "Township") is charged with promoting the health and wellbeing of residents; and

WHEREAS, snow and ice on roadways can create dangerous driving conditions and salt and salt brine are routinely used to combat snow and ice on public roads; and

WHEREAS, the Township is in need of liquid salt brine to pretreat public roads in preparation for winter weather; and

WHEREAS, the County of Mercer, New Jersey (the "County") owns a liquid salt brine production facility and stores the salt liquid brine at the County's Department of Transportation garage; and

WHEREAS, the County has agreed to allow the Township to fill up the Township's brine truck at the County facility located at 300 Scotch Road, Ewing NJ 08628; and

WHEREAS, the Township and the County wish to enter into a shared services agreement which would allow the Township to fill up the Township's brine truck at the County facility located at 300 Scotch Road, Ewing NJ 08628; and

WHEREAS, the Township Council consents to the entering of this shared services agreement; and

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

1. The Township is authorized to enter into a shared service agreement with the County for the purpose of filling up the Township's salt brine truck.
2. The Mayor is authorized to execute all necessary documents to effectuate this agreement.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of December 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk

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A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING TO ENTER INTO AN INSTALLMENT PAYMENT PLAN FOR OUTSTANDING TAXES ON THE PROPERTY LOCATED AT 1474 PROSPECT STREET, BLOCK 21.01 LOT 60, AND TO REMOVE THIS PROPERTY FROM THE DECEMBER 2023 TAX CERTIFICATE SALE

Resolution #23R- WHEREAS, the Township of Ewing (the "Township") desires to enter into an installment payment plan for outstanding taxes on Block 21.01, Lot 60, as outlined in the attached installment agreement, which is incorporated herein by reference as if set forth at length; and,

WHEREAS, Block 21.01, Lot 60, commonly known as 1474 Prospect Street is currently subject to a total tax sale amount of \$648,893.68; and

WHEREAS, pursuant to the attached one (1) year installment plan, after submission of a down payment of \$175,000.00 to the Tax Collector, the owner is required to pay \$51,000.00 per month, which includes interest at the statutory rate of 18%; and

WHEREAS, the down payment of \$175,000.00 was paid to the Tax Collector on December 5, 2023; and

WHEREAS, as a condition to the Township continuing to implement the attached installment plan, the owner must keep all future taxes current (every quarter) and must keep all monthly installment payments current for Block 21.01, Lot 60; and

WHEREAS, pursuant to N.J.S.A. 54:5-21 such land upon which regular installment payments are being made may be omitted from a tax certificate sale; and

WHEREAS, the Township desires to omit Block 21.01, Lot 60 from the tax certificate sale scheduled for December 26, 2023.

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

1. The Tax Collector is authorized to remove Block 21.01, Lot 60 from the tax certificate sale scheduled for December 26, 2023.
2. The Mayor is authorized to enter into the attached installment agreement and to execute any documents necessary to effectuate same.

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 12th day of December 2023.

SEAL

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



The Township of Ewing

Bert H. Steinmann, Mayor

James P. McManimon, Business Administrator

INSTALLMENT PAYMENT PLAN REQUEST

Property Location: 1474 Prospect Street

BLQ: 21.01/60

Owner of Record: SRG 1474 Prospect C/O Jacki Abraham

Mailing Address: 1474 Prospect Street Ewing New Jersey 08638

Phone #: 303-596-6660

Email: jacki.abraham@oaklandmanager.com
julie.bailey@oaklandmanager.com

Certificate #: Pre-Tax Sale Plan Sale Date: 12/26/2023

BLQ# 21.01/60

I, _____ hereby certify that I am the legal owner of the property referenced above and therefore have the right to enter into this agreement. I wish to enter into this agreement for the express purpose of paying the amount due to the Township of Ewing for the past due levy principle of \$496,938.34. I understand that in accordance with NJ State Statutes a payment plan can only be offered ONE TIME and if I default, I will not be granted another plan. I also understand that each payment executed under this plan will have the current interest paid first and the remainder of said monthly payment applied to principle.

I would like to have a payment plan for a period of 12 months.

I made a down payment of \$134,513.34.

I can pay \$51,000.00 per month.

If approved this plan will begin on February 1, 2025.

Signature of Owner

Date

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A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING ("TOWNSHIP") TO ENTER A NEW EMPLOYMENT AGREEMENT WITH ALBERT RHODES AS CHIEF OF POLICE BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2027

Resolution #23R- WHEREAS, the Township of Ewing and ALBERT RHODES are parties to an employment agreement ("Agreement") covering the period January 1, 2024 through December 31, 2027; and,

WHEREAS, the Parties wish to express in writing the entire agreement among them relating to the terms and conditions of employment for the position of Chief of Police of the Ewing Township Police Department (the "Department"); and

WHEREAS, the Parties desire to enter into this Agreement, which shall memorialize the terms and conditions, and full understanding and covenants regarding the employment of the Chief of Police; and

WHEREAS, any reference herein to benefits that will be the same as those afforded to the members of the Ewing Township Superior Officers Association, shall be understood to refer to the Employment Agreement between the Township and the Ewing Township Superior Officers Association, effective January 1, 2024, or as may be updated by new agreement (attached as Exhibit A); and

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

- 1. Appointment. The Township hereby acknowledges and affirms the appointment of the Chief of Police to serve the Township in accordance with the terms and conditions of this Agreement and according to law.**
- 2. Term. The Term of this Agreement shall commence on January 1, 2024, and shall remain in full force and effect through December 31, 2027, unless otherwise terminated by either party in accordance with Section 24 below. Notwithstanding anything herein to the contrary, this Agreement shall be null and void in the event that the Chief of Police is terminated for cause.**
- 3. Responsibilities. Pursuant to state law, (N.J.S.A. 40A:14-118), the Ordinances of the Township, and the regulations and policies established by the Department, the responsibilities of the Chief of Police shall include, but be limited to the following:**

3. **Responsibilities.** Pursuant to state law, (N.J.S.A. 40A:14-118), the Ordinances of the Township, and the regulations and policies established by the Department, the responsibilities of the Chief of Police shall include, but be limited to the following:

- a. Conduct and manage the day-to-day operations of the Department;
- b. Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c. Have, exercise, and discharge the functions, powers, and duties of the police force;
- d. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e. Prescribe the duties and assignments of all subordinates and other personnel and;
- f. Report at least monthly to the Mayor, or by any such other forums as the Township shall require, as to the operations of the police force during the preceding month.

4. **Work Week.**

- a. The Chief of Police shall spend sufficient time at his job to ensure the smooth and responsible operation of the Department, over which he has supervisory control. The Chief of Police shall work at least forty (40) hours per week.
- b. It is recognized that the Chief of Police may devote a great deal of time outside the normal office hours to the business of the Township, therefore, the Chief of Police may adjust his work schedule as required to perform his duties so long as the Chief averages at least forty (40) hours of work per week. Said schedule adjustment shall have the least adverse impact on the operations of the Department and a record of schedule adjustment will be maintained.
- c. In lieu of overtime, the Township recognizes the number of hours spent the Chief of Police in excess of 40 hours per week during the year and the requirement of being "on-call" at all times. Consequently, the Township agrees to pay the Chief of Police an annual "on-call" stipend of \$10,000.00, to be paid as follows: \$5,000.00 On January 31 and \$5,000.00 on July 31 of each year of the Agreement.

In addition, the Township agrees to pay the Chief of Police a stipend of \$5,000.00 for the second half of calendar year 2023.

5. **Sick Leave.** The Chief of Police shall be entitled to the same sick leave and sick leave buy back upon retirement afforded to the members of the Ewing Township Police

Superior Officers Association and shall receive fifteen (15) sick days each year which shall accumulate from year to year if not used.

6. **Disability Leave.** The Chief of Police shall be entitled to the same disability leave afforded to the members of Ewing Township Police Superior Officers Association.
7. **Funeral Leave.** The Chief of Police shall be entitled to the same funeral leave afforded to the Ewing Township Police Superior Officers Association.
8. **Injury-On-Duty Leave.**
 - a. If the Chief of Police is absent because of an injury, illness or trauma caused in the line of duty and in the usual course of employment, he shall receive full pay with benefits for up to one year from the first day of continuous absence due to the injury, illness or trauma ("Compensation Benefits").
 - b. When such leave is granted, the Chief of Police shall not be charged ordinary sick leave or vacation. However, if this leave expires, he may, at his option, use any other accrued paid leave, if required, to remain off-duty
 - c. The Mayor and Council may require that the Chief of Police, if on a Compensation Benefits leave, be examined by a Township appointed physician or other physician, to determine his fitness for duty. Should the physician find that the Chief of Police is not fit for duty, he shall continue to receive his full pay and benefits for up to one (1) year from the first day of continuous absence from injury or illness. Should the physician find the Chief of Police fit for duty, he shall be assigned such duties equal to his ability to perform and his Compensation Benefits shall be discontinued, and he shall return to regular payroll status.
9. **Vacation Leave.** The Chief of Police shall be entitled to the same vacation leave policies afforded to the Ewing Township Police Superior Officers Association provided, however, that the Chief of Police shall at a minimum receive thirty (30) days of vacation time annually.
10. **Holiday Time.** The Chief of Police shall be entitled to twelve (12) paid holidays per calendar year under the conditions set forth in the Ewing Township Personnel Policy and Procedure Manual. The following holidays shall be observed as paid holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
11. **Personal Days.** The Chief of Police may use three (3) days per calendar year of paid leave for personal business. Such leave shall not accumulate from year to year.

12. **Hospital and Medical Insurance.** The Chief of Police and dependents shall be entitled to the same hospital, medical, and prescription drug insurance afforded to the members of the Ewing Township Police Superior Officers Association. Prescription drug co-pay increases shall be capped at no more than a ten dollar (\$10.00) increase from the rate effective January 1, 2024, per the relevant Collective Negotiations Agreement during the life of this Agreement.

13. **Dental Benefits.** The Chief of Police and dependents shall be entitled to the same dental benefit afforded to the members of the Ewing Township Police Superior Officers Association.

14. **Eye Care.**

- a. The Chief of Police and dependents shall be entitled to the same eye care benefit afforded to the members of the Ewing Township Police Superior Officers Association.
- b. The Chief of Police shall be entitled to the same reimbursement benefit for Lasik eye surgery as the members of the Ewing Township Police Superior Officers Association.

15. **Retirement.**

- a. The Township agrees to continue to provide a full and complete package of retirement insurance benefits (including medical, prescription, dental and vision) to the Chief of Police and his eligible dependents equal to the plan of benefits (including co-pays and out-of-pocket costs) in effect for the Chief of Police as of the day immediately preceding his retirement. The Township shall pay premiums for such retirement benefits. To be eligible for such retirement benefits, the Chief of Police shall have a minimum of twenty-five (25) years of creditable service in the Police and Fire Retirement System ("PFRS") at the time of retirement or has retired on a PFRS disability pension.
- b. When the Chief of Police enters regular retirement with at least twenty-five (25) years of creditable service in the PFRS, or retires due to permanent disability as determined PFRS, he shall be paid for any unused sick days at his daily rate of pay at the time of retirement that he accumulated from the fifteen (15) sick days per year to a maximum payment of \$20,000. If the Chief of Police shall die before retirement, his estate shall receive payment for all unused but accumulated sick time up to a maximum of \$20,000.

16. **Vehicle and Phone Use.**

- a. The Township shall provide an unmarked police vehicle for use by the Chief of Police and shall pay for all operating, maintenance and insurance expenses. Since the duties and responsibilities of the Chief of Police require a twenty-four (24) hour "on call," status in the event of emergency the Chief of Police shall be permitted to use the vehicle in accordance with the Ewing Township Personnel Policy and

Procedure Manual. Should the Township elect to remove the vehicle from the Chief of Police, he shall receive a base pay increase equal to the value of the removed vehicle as established by the annual survey of the American Automobile Association for the cost of operating such vehicle.

- b. The Township shall provide the Chief of Police with a smart phone of his choice to be used for Department and Township business. The Township shall be responsible for all fees and costs for the smart phone.
17. **Salary.** The salary of the Chief of Police as of January 1, 2024, shall be \$212,299.38. The base pay of the Chief of Police shall increase at the same salary percentage increase afforded to the members of the Ewing Township Police Superior Officers Association, however, the base pay of the Chief of Police shall be three percent (3%) above the next lowest rank officer as set by ordinance.
 18. **Longevity.** The Chief of Police shall receive longevity pay in the same manner afforded to the members of the Ewing Township Superior Officers Association, if any longevity is paid. The parties hereto agree that longevity pay be included with the base salary for pay increases, pension purposes and overtime.
 19. **Uniform Allowance.** The Chief of Police shall receive uniform allowance in the same manner afforded to the members of the Ewing Township Superior Officers Association.
 20. **Educational Programs/Law Enforcement Conferences.**
 - a. The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chief of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Township. In no event shall the Township be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities. Payment and/or reimbursement will be paid from available funds within the Department's approved operating budget.
 - b. The Township agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference and/or the annual FBI National Academy Associates Conference. Payment and/or reimbursement will *be* paid from available funds within the Department's approved operating budget. For conferences occurring outside of New

Jersey, the Chief of Police will first obtain permission to attend from the Mayor.

- c. The Township also agrees to pay for the Chief of Police annual membership dues for the Mercer County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, the FBI National Academy Associates and the Law Enforcement Executive Development Associates.
- d. The Township agrees to grant time off and pay all expenses incurred by the Chief of Police attending any meeting, event, or as a representative for any of the above-named associations, including the PBA/SOA 111, as long as such meetings are held within the State of New Jersey. In the event any such meetings occur outside of New Jersey, the Chief of Police shall first obtain permission to attend such meeting from the Mayor.

21. Retention of Benefits. All employment conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to applicable laws for law enforcement employees, including but not limited to N.J.S.A. 40A:14-118 and 40A:14-147, the Ewing Township Personnel Policy and Procedure Manual, Township Policies and Handbooks, or Rules and Regulations of the Department and any present or past benefits which are customarily enjoyed by sworn members of the Department, but that have not been specifically included in this agreement, shall be continued.

22. Grievance and Arbitration.

A. Grievance

- 1. The Chief of Police may file a grievance against the Township over the interpretation, application or violation by the Township of the terms and conditions of this Agreement, Township or Department policies, and/or practices. The Chief of Police may challenge any discipline through the grievance procedure that is not covered by a statutory appeal mechanism. The standard shall be whether or not the discipline was for "just cause" and the burden of proof shall be on the Township.
- 2. The grievance must be filed in writing with the Mayor within twenty (20) calendar days of the date that the Chief of Police became aware of the actions that gave rise to the grievance.
- 3. The Mayor shall provide a written response to the Chief of Police within twenty (20) calendar days of the receipt of the grievance.
- 4. If the grievance is not resolved, the Chief of Police may seek relief at arbitration as herein specified. In all respects the initiation of binding arbitration shall begin within forty-five (45) days after receipt by the Chief of Police of the written decision of the Mayor.

B. Arbitration.

1. To initiate Arbitration, the Chief of Police or his designee shall send a written notice of his intent to arbitrate an issue to the Mayor within the time-frame set forth in paragraph d, above. The parties shall attempt to mutually agree on an arbitrator. In unable, the arbitration request shall be directed by the Chief of Police or his designee to the American Arbitration Association ("AAA"). The Chief of Police shall send a copy of the AAA arbitration request to the Mayor. The request shall specify the particulars of the violation.
 2. The arbitrator shall hold the hearing at a time and place which is convenient to the parties. The arbitrator shall issue a written decision after the close of the record. The decision of the arbitrator shall be served upon the Township and the Chief of Police (or his designees), in writing.
 3. An arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of the Agreement or the Laws of the State of New Jersey.
 4. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.
 5. The expenses of the arbitrator shall be borne by the Township.
23. **Termination.** Anything herein to the contrary notwithstanding, the Township may terminate this Agreement for cause upon the giving of written notice of such termination by the Township to the Chief of Police. In the event of any such termination, the Township's sole obligation to the Chief of Police after the effective date thereof shall be for the payment of all accrued salary and benefits owing to the Chief of Police through the effective date of termination.
24. **No Assignment.** It is agreed that this Agreement and all rights, duties and obligations provided herein may not be transferred, assigned or otherwise extended by either party to any other person without the written consent of the other party.
25. **Governing Law.** This Agreement and any questions concerning its validity, construction or performance shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the conflict of law provisions thereof, and shall be subject to any future statutory requirements that may be imposed by the State of New Jersey.
26. **Entire Agreement.** This writing contains the entire agreement of the parties hereto and sets forth the entire understandings of the parties in relation to its subject matter. No promises, covenants, agreements, understandings, representations or warranties, other than those expressly herein set forth, have been made or relied upon by any of the parties hereto, and this Agreement supersedes all previous contemporaneous covenants, agreements, understandings, representations and warranties between the parties.

27. **No Oral Modification.** The parties agree that any amendments to this Agreement shall be subject to the formal approval and authorization of each party, in writing and signed by the parties. This Agreement may not otherwise be modified, altered, amended, changed or waived.
28. **No Waiver.** The failure of any party at any time to require performance of any provision hereof shall in no manner affect the right of such party to enforce the same at a later time. No waiver by any party of the breach by any other party of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other provision hereof.
29. **Severability.** In the event that any section, paragraph, subsection, clause or provision of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, or otherwise conflicts with applicable law, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged. All other provisions of the Agreement shall be deemed valid and effective and shall remain in full force any effect. The parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement, or such other appropriate actions as shall give effect to the intentions of the parties as reflected herein to the maximum extent practicable.
30. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Contractor and the Township, and their respective heirs, personal representatives, successors and permitted assigns.
31. **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original hereof, but all of which shall constitute one and the same instrument, and, in making proof hereof, a party shall be required to produce only a single counterpart.
32. **Captions.** Any and all captions or headings used herein are for convenience of reference purposes only and shall have no significance or effect on the meaning or interpretation of the provisions, terms or conditions hereof, and shall not be construed to define, enlarge or limit the rights, obligations or duties of the parties hereto.
33. **Interpretation.** The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement. For all purposes of this Agreement, words connoting a particular gender shall, where applicable, mean and include the correlative words of the other genders, and words importing the plural number shall, where applicable, mean and include the correlative words of the singular number and vice versa.

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed contract terms of the employee agreement between the Township of Ewing and Albert Rhodes scheduled to take effect as of January 1, 2024.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of December 2023.

SEAL

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

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A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING ("TOWNSHIP") TO ENTER A NEW EMPLOYMENT AGREEMENT WITH JEFFREY JACOBS AS DEPUTY CHIEF OF POLICE BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2027

Resolution #23R- WHEREAS, the Township of Ewing and JEFFREY JACOBS are parties to an employment agreement ("Agreement") covering the period January 1, 2024 through December 31, 2027; and,

WHEREAS, the Parties wish to express in writing the entire agreement among them relating to the terms and conditions of employment for the position of Deputy Chief of Police of the Ewing Township Police Department (the "Department"); and

WHEREAS, the Parties desire to enter into this Agreement, which shall memorialize the terms and conditions, and full understanding and covenants regarding the employment of the Deputy Chief of Police; and

WHEREAS, any reference herein to benefits that will be the same as those afforded to the members of the Ewing Township Superior Officers Association, shall be understood to refer to the Employment Agreement between the Township and the Ewing Township Superior Officers Association, effective January 1, 2024, or as may be updated by new agreement (attached as Exhibit A); and

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

- 1. Appointment. The Township hereby acknowledge and affirms the appointment of the Deputy Chief of Police to serve the Township in accordance with the terms and conditions of this Agreement and according to law.**
- 2. Term. The term of this Agreement shall commence on January 1, 2024, and shall remain in full force and effect until December 31, 2027, unless otherwise terminated by either party in accordance with Section 24 below. Notwithstanding anything herein to the contrary, this Agreement shall be null and void in the event that the Deputy Chief of Police is terminated for cause.**
- 3. Responsibilities. Pursuant to state law, (N.J.S.A. 40A:14-118), the Ordinances of the Township, and the regulations and policies established by the Department, the**

responsibilities of the Deputy Chief of Police shall include, but be limited to the following:

- a. As Subordinate to the Chief of Police, conduct and manage the day-to-day operations of the Department.
- b. As Subordinate to the Chief of Police, administer and enforce the rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c. As Subordinate to the Chief of Police, have, exercise, and discharge the functions, powers, and duties of the police force.
- d. As Subordinate to the Chief of Police, prescribe the duties and assignment of all other subordinates and other personnel, subject to the duties prescribed in the respective job specifications for each position as promulgated by the State of New Jersey Department of Personnel, as amended from time to time.
- e. In the absence of the Chief of Police, temporary or otherwise, perform all of the duties of the Chief of Police, without exception.
- f. Exercise such powers and perform such duties as prescribed by the State of New Jersey Department of Personnel pursuant to its duly promulgated job specification for the title Deputy Chief of Police, as amended from time to time.

4. Work Week.

- a. The Deputy Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Department, over which he has supervisory control. The Chief of Police shall work at least forty (40) hours per week.
- b. It is recognized that the Deputy Chief of Police may devote a great deal of time outside the normal office hours to the business of the Township, therefore, the Deputy Chief of Police may adjust his work schedule as required to perform his duties so long as the Deputy Chief averages at least forty (40) hours of work per week. Said schedule adjustment shall have the least adverse impact on the operations of the Department and a record of schedule adjustment will be maintained.
- c. In lieu of overtime, the Township recognizes the number of hours spent by the Deputy Chief of Police in excess of 40 hours per week during the year and the requirement of being "on-call" at all times. Consequently, the Township agrees to pay the Deputy Chief of Police an annual "on-call" stipend of \$10,000.00, to be paid as follows: \$5,000.00 on January 31 and \$5,000.00 on July 31 of each year of the Agreement. In addition, the Township agrees to

pay the Deputy Chief of Police a stipend of \$5,000.00 for the second half of calendar year 2023.

5. **Sick Leave.** The Deputy Chief of Police shall be entitled to the same sick leave and sick leave buy back upon retirement afforded to the members of the Ewing Township Police Superior Officers Association and shall receive fifteen (15) sick days each year which shall accumulate from year to year if not used.
6. **Disability Leave.** The Deputy Chief of Police shall be entitled to the same disability leave afforded to the members of Ewing Township Police Superior Officers Association.
7. **Funeral Leave.** The Deputy Chief of Police shall be entitled to the same funeral leave afforded to the Ewing Township Police Superior Officers Association.
8. **Injury-On-Duty Leave.**
 - a. If the Deputy Chief of Police is absent because of an injury, illness or trauma caused in the line of duty and in the usual course of employment, he shall receive full pay with benefits for up to one year from the first day of continuous absence due to the injury, illness or trauma ("Compensation Benefits").
 - b. When such leave is granted, the Deputy Chief of Police shall not be charged ordinary sick leave or vacation. However, if this leave expires, he may, at his option, use any other accrued paid leave, if required, to remain off-duty
 - c. The Mayor and Council may require that the Deputy Chief of Police, if on a Compensation Benefits leave, be examined by a Township appointed physician or other physician, to determine his fitness for duty. Should the physician find that the Deputy Chief of Police is not fit for duty, he shall continue to receive his full pay and benefits for up to one (1) year from the first day of continuous absence from injury or illness. Should the physician find the Deputy Chief of Police fit for duty, he shall be assigned such duties equal to his ability to perform and his Compensation Benefits shall be discontinued, and he shall return to regular payroll status.
9. **Vacation Leave.** The Deputy Chief of Police shall be entitled to the same vacation leave policies afforded to the Ewing Township Police Superior Officers Association provided, however, that the Deputy Chief of Police shall at a minimum receive thirty (30) days of vacation time annually.
10. **Holiday Time.** The Deputy Chief of Police shall be entitled to twelve (12) paid holidays per calendar year under the conditions set forth in the Ewing Township Personnel Policy and Procedure Manual. The following holidays shall be observed as paid holidays:

New Year's Day	Independence Day
Martin Luther King, Jr.	Day Labor Day

**President's Day
Good Friday
Memorial Day
Juneteenth**

**Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day**

- 11. Personal Days.** The Deputy Chief of Police may use three (3) days per calendar year of paid leave for personal business. Such leave shall not accumulate from year to year.
- 12. Hospital and Medical Insurance.** The Deputy Chief of Police and dependents shall be entitled to the same hospital, medical, and prescription drug insurance afforded to the members of the Ewing Township Police Superior Officers Association. Prescription drug co-pay increases shall be capped at no more than a ten dollar (\$10.00) increase from the rate effective January 1, 2024 per the relevant Collective Negotiations Agreement, during the life of this Agreement.
- 13. Dental Benefits.** The Deputy Chief of Police and dependents shall be entitled to the same dental benefit afforded to the members of the Ewing Township Police Superior Officers Association.
- 14. Eye Care.**
 - a.** The Deputy Chief of Police and dependents shall be entitled to the same eye care benefit afforded to the members of the Ewing Township Superior Officers Association.
 - b.** The Deputy Chief of Police shall be entitled to the same reimbursement benefit for Lasik eye surgery as the members of the Ewing Township Superior Officers Association.
- 15. Retirement.**
 - a.** The Township agrees to continue to provide a full and complete package of retirement insurance benefits (including medical, prescription, dental and vision) to the Deputy Chief of Police and his eligible dependents equal to the plan of benefits (including co-pays and out-of-pocket costs) in effect for the Deputy Chief of Police as of the day immediately preceding his retirement. The Township shall pay premiums for such retirement benefits. To be eligible for such retirement benefits, the Deputy Chief of Police shall have a minimum of twenty-five (25) years of creditable service in the Police and Fire Retirement System ("PFRS") at the time of retirement or has retired on a PFRS disability pension.
 - b.** When the Deputy Chief of Police enters regular retirement with at least twenty-five (25) years of creditable service in the PFRS, or retires due to permanent disability as determined PFRS, he shall be paid for any unused sick days at his daily rate of pay at the time of retirement that he accumulated from the fifteen (15) sick days per year to a maximum payment

of \$20,000. If the Deputy Chief of Police shall die before retirement, his estate shall receive payment for all unused but accumulated sick time up to a maximum of \$20,000.

16. Vehicle and Phone Use.

- a. The Township shall provide an unmarked police vehicle for use by the Deputy Chief of Police and shall pay for all operating, maintenance and insurance expenses. Since the duties and responsibilities of the Deputy Chief of Police require a twenty-four (24) hour "on call," status in the event of emergency the Deputy Chief of Police shall be permitted to use the vehicle in accordance with the Ewing Township Personnel Policy and Procedure Manual. Should the Township elect to remove the vehicle from the Deputy Chief of Police, he shall receive a base pay increase equal to the value of the removed vehicle as established by the annual survey of the American Automobile Association for the cost of operating such vehicle.
- b. The Township shall provide the Deputy Chief of Police with a smart phone of his choice to be used for Department and Township business. The Township shall be responsible for all fees and costs for the smart phone.

17. Salary. The base salary of the Deputy Chief of Police as of January 1, 2024, shall be \$208,136.65. The base pay for the Deputy Chief of Police shall increase at the same salary percentage increase afforded to the members of the Ewing Township Police Superior Officers Association. Base pay for the Deputy Chief of Police shall be, at a minimum, three percent (3%) above the next lowest rank as set by the ordinance.

18. Longevity. The Deputy Chief of Police shall receive longevity pay in the same manner afforded to the members of the Ewing Township Superior Officers Association, if any longevity is paid. The parties hereto agree that longevity pay be included with the base salary for pay increases, pension purposes and overtime.

19. Uniform Allowance. The Deputy Chief of Police shall receive uniform allowance in the same manner afforded to the members of the Ewing Township Superior Officers Association.

20. Educational Programs/Law Enforcement Conferences.

- a. The Deputy Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Deputy Chief of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Township. In no event shall the Township be required to pay or reimburse the Deputy Chief of Police for expenses of any class, course,

school, or educational program unrelated to police activities. Payment and/or reimbursement will be paid from available funds within the Department's approved operating budget.

b. The Township agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Deputy Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference and/or the annual FBI National Academy Associates Conference. Payment and/or reimbursement will *be* paid from available funds within the Department's approved operating budget. For conferences occurring outside of New Jersey, the Deputy Chief of Police will first obtain permission to attend from the Mayor.

c. The Township also agrees to pay for the Deputy Chief of Police annual membership dues for the Mercer County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, the FBI National Academy Associates and the Law Enforcement Executive Development Associates.

d. The Township agrees to grant time off and pay all expenses incurred by the Deputy Chief of Police attending any meeting, event, or as a representative for any of the above-named associations, including the PBA/SOA 111, as long as such meetings are held within the State of New Jersey. In the event any such meetings occur outside of New Jersey, the Deputy Chief of Police shall first obtain permission to attend such meeting from the Mayor.

21. **Retention of Benefits.** All employment conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to applicable laws for law enforcement employees, including but not limited to N.J.S.A. 40A:14-118 and 40A:14-147, the Ewing Township Personnel Policy and Procedure Manual, Township Policies and Handbooks, or Rules and Regulations of the Department and any present or past benefits which are customarily enjoyed by sworn members of the Department, but that have not been specifically included in this agreement, shall be continued.

22. **Grievance and Arbitration.**

A. **Grievance**

1. The Deputy Chief of Police may file a grievance against the Township over the interpretation, application or violation by the Township of the terms and conditions of this Agreement, Township or Department policies, and/or practices. The Deputy Chief of Police may challenge any discipline through the grievance procedure that is not covered by a statutory appeal mechanism. The standard shall be whether or not the discipline was for "just cause" and the burden of proof shall be on the Township.

- 2. The grievance must be filed in writing with the Mayor within twenty (20) calendar days of the date that the Deputy Chief of Police became aware of the actions that gave rise to the grievance.**
- 3. The Mayor shall provide a written response to the Deputy Chief of Police within twenty (20) calendar days of the receipt of the grievance.**
- 4. If the grievance is not resolved, the Deputy Chief of Police may seek relief at arbitration as herein specified. In all respects the initiation of binding arbitration shall begin within forty-five (45) days after receipt by the Deputy Chief of Police of the written decision of the Mayor.**

B. Arbitration.

- 1. To initiate Arbitration, the Chief of Police or his designee shall send a written notice of his intent to arbitrate an issue to the Mayor within the time-frame set forth in paragraph d, above. The parties shall attempt to mutually agree on an arbitrator. In unable, the arbitration request shall be directed by the Chief of Police or his designee to the American Arbitration Association ("AAA"). The Chief of Police shall send a copy of the AAA arbitration request to the Mayor. The request shall specify the particulars of the violation.**
- 2. The arbitrator shall hold the hearing at a time and place which is convenient to the parties. The arbitrator shall issue a written decision after the close of the record. The decision of the arbitrator shall be served upon the Township and the Chief of Police (or his designees), in writing.**
- 3. An arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of the Agreement or the Laws of the State of New Jersey.**
- 4. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.**
- 5. The expenses of the arbitrator shall be borne by the Township.**
- 6. Termination. Anything herein to the contrary notwithstanding, the Township may terminate this Agreement for cause upon the giving of written notice of such termination by the Township to the Deputy Chief of Police. In the event of any such termination, the Township's sole obligation to the Deputy Chief of Police after the effective date thereof shall be for the payment of all accrued salary and benefits owing to the Deputy Chief of Police through the effective date of termination.**
- 7. No Assignment. It is agreed that this Agreement and all rights, duties and obligations provided herein may not be transferred, assigned or otherwise**

extended by either party to any other person without the written consent of the other party.

8. **Governing Law.** This Agreement and any questions concerning its validity, construction or performance shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the conflict of law provisions thereof, and shall be subject to any future statutory requirements that may be imposed by the State of New Jersey.
9. **Entire Agreement.** This writing contains the entire agreement of the parties hereto and sets forth the entire understandings of the parties in relation to its subject matter. No promises, covenants, agreements, understandings, representations or warranties, other than those expressly herein set forth, have been made or relied upon by any of the parties hereto, and this Agreement supersedes all previous contemporaneous covenants, agreements, understandings, representations and warranties between the parties.
27. **No Oral Modification.** The parties agree that any amendments to this Agreement shall be subject to the formal approval and authorization of each party, in writing and signed by the parties. This Agreement may not otherwise be modified, altered, amended, changed or waived.
28. **No Waiver.** The failure of any party at any time to require performance of any provision hereof shall in no manner affect the right of such party to enforce the same at a later time. No waiver by any party of the breach by any other party of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other provision hereof.
29. **Severability.** In the event that any section, paragraph, subsection, clause or provision of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, or otherwise conflicts with applicable law, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged. All other provisions of the Agreement shall be deemed valid and effective and shall remain in full force any effect. The parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement, or such other appropriate actions as shall give effect to the intentions of the parties as reflected herein to the maximum extent practicable.
30. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Contractor and the Township, and their respective heirs, personal representatives, successors and permitted assigns.
31. **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original hereof, but all of

which shall constitute one and the same instrument, and, in making proof hereof, a party shall be required to produce only a single counterpart.

32. Captions. Any and all captions or headings used herein are for convenience of reference purposes only and shall have no significance or effect on the meaning or interpretation of the provisions, terms or conditions hereof, and shall not be construed to define, enlarge or limit the rights, obligations or duties of the parties hereto.

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

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed contract terms of the employee agreement between the Township of Ewing and Jeffrey Jacobs scheduled to take effect as of January 1, 2024.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of December 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 OF THE TOWNSHIP OF EWING DEMONSTRATING PROOF OF LOCAL SUPPORT FOR THE SUITABILITY OF A CANNABIS CULTIVATION AND MANUFACTURING FACILITY, OPERATED BY PR NJ LLC (SAGRADA) AT 225 PHILLIPS BLVD., EWING, NJ 08628

Resolution #23R- WHEREAS, the New Jersey Jake Honig Compassionate Use Medical Cannabis Act, N.J.S.A. 24:6I-2, *et seq.*, and accompanying regulations, N.J.A.C. 17:30A-1, *et seq.*, authorize medical use and possession of cannabis, and related operations, and the New Jersey Cannabis Regulatory, Enforcement, Assistance, and Marketplace Modernization Act (the “Adult Use Act”), N.J.S.A. 24:6I-31, *et seq.*, and accompanying regulations, N.J.A.C. 17:30-1, *et seq.*, authorize the adult use and possession of cannabis, and related operations (collectively the “Cannabis Laws”); and

WHEREAS, the Township of Ewing (the “Township”) previously endorsed the expansion of medical and adult use cannabis in the State of New Jersey, and supports safe and appropriate siting of cannabis related and supporting businesses within the Township, including medical and adult use cannabis businesses; and

WHEREAS, the Cannabis Regulatory Commission (“CRC”) began accepting the following applications for adult use cannabis on Wednesday, December 15, 2021: Class 1 Cultivator Licenses, Class 2 Manufacturer Licenses, and Testing Laboratories; and

WHEREAS, PR NJ, LLC - Sagrada (“Applicant”) seeks to hold a Class 1, Tier IV Cannabis Cultivator license and a Class 2 Cannabis Manufacturer license, for the cultivation and manufacturing of cannabis, cannabis products, and related supplies within the Township; and

WHEREAS, the Applicant seeks to operate a cannabis cultivation and manufacturing facility at 225 Phillips Blvd., Ewing, NJ 08628 (the “Property”); and

WHEREAS, an applicant for an annual cannabis business license must submit, among other requirements, proof of local support in accordance with N.J.A.C. 17:30-7.10(b)(9); and

WHEREAS, pursuant to N.J.A.C. 17:30-5.1(g), a municipality may demonstrate proof of local support for the suitability of a cannabis business’s proposed location by indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business with the adoption of a resolution by the governing body; and

WHEREAS, the Township Cannabis Advisory Committee (“CAC”) has reviewed the Cannabis Local License Application submitted by the Applicant, for the cultivation and manufacturing of cannabis, cannabis products, and related supplies at the Property within the Township; and

WHEREAS, the CAC recommends approval of the application submitted by PR NJ, LLC - Sagrada, subject to the reasonable time, place, and manner restrictions imposed by the lawfully enacted Ordinances of the Township, including but not limited to Ordinance No. 21-16 (the “Cannabis Ordinance”).

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

1. PR NJ, LLC - Sagrada (the “Applicant”) seeks to operate a cannabis cultivation and manufacturing facility at 225 Phillips Blvd., Ewing, NJ 08628 (the “Property”), which is an area designated by the Cannabis Ordinance for such uses.
2. The Township recognizes not only the suitability of such operations at the Property, but also the benefits a company such as PR NJ, LLC - Sagrada would bring to our community as a whole, including, but not limited to, job creation, job training to help reverse the stains on the community by the war on drugs, use of local vendors for build-out and ongoing operational needs, as well as anticipated dedicated tax revenues from the operation of such licensee within Township.
3. The Cannabis Ordinance plainly identifies that the operation of a manufacturing facility at the Property is consistent with the zoning rules identified therein. Specifically, Class 1 Cannabis Cultivator and Class 2 Cannabis Manufacturer licenses are a permitted conditional use in the Olden Avenue Redevelopment Area, Parkway Avenue Redevelopment Plan, Industrial Park-1 (IP-1), and Industrial Park-3 (IP-3) zoning districts.
4. The issuance of a Class 1 Cannabis Cultivator and/or Class 2 Cannabis Manufacturer license by the CRC would not exceed the limit of licenses established by the Township, as there is no limit on standalone cultivation and manufacturing facilities if the secured facility does not contain a Cannabis Retailer or have public access, and is otherwise properly situated in accordance with the Cannabis Ordinance.
5. Based on the preceding, the Township is satisfied not only that the Property the Applicant seeks to utilize is compliant with the Township’s zoning rules and requirements outlined by the Cannabis Ordinance, but also that the Applicant will be a valuable addition to the group of cannabis license holders awarded by the CRC, and that its business operations will have a positive impact on the Township and community at large.
6. In light of that, and in the event that the CRC issues the Applicant a Class 1 Cannabis Cultivator and/or Class 2 Cannabis Manufacturer license in accordance with the Cannabis Laws, this Resolution should be viewed by the State as unequivocal support by the Township of the Applicant, PR NJ, LLC - Sagrada, and an indication that the intended locations are appropriately located or otherwise suitable for the activities related to the cultivation and manufacturing of cannabis,

cannabis products, and related supplies as will be conducted at the proposed facilities.

7. The Township also authorizes the Township Zoning Official to issue any required letter or affidavit identifying that the proposed facilities will conform to local zoning requirements allowing for activities related to the operation of a cultivation and manufacturing facility, as outlined in the Cannabis Ordinance, subject to the understanding and agreement with the Applicants that they will comply with any reasonable additional zoning requirements imposed by the Township, which the Township understands and agrees will not occur until after the Applicants obtain preliminary approval by the CRC, and subject to any additional permitting requirements that the Township will impose in accordance with the Cannabis Ordinance.
8. This Resolution shall take effect immediately.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of December 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 EXECUTION OF THE LEGAL SERVICES AGREEMENT RELATED TO PFAS LITIGATION SERVICES BETWEEN THE TOWNSHIP OF EWING AND STAG LIUZZA, LLC AND MURPHY ORLANDO, LLC

Resolution #23R- WHEREAS, the Township of Ewing, New Jersey (the "Township") is committed to maintaining clean drinking water for its residents; and

WHEREAS, the Township is also committed to identifying parties responsible for the contamination of its water with forever chemicals such as per-and polyfluoroalkyl substances ("PFAS") and taking reasonable steps to avoid passing on the costs to its residents for the treatment and remediation of contamination; and

WHEREAS, Stag Liuzza, LLC has put together a team of uniquely qualified and experienced attorneys (the "Firm") who have joined together to assist public entities facing dire challenges posed by contamination of water with PFAs; and

WHEREAS, Murphy Orlando, LLC will serve as local counsel to the Firm; and

WHEREAS, the Mayor and Township Council has determined it to be in the Township's best interest to enter into a Litigation Services Agreement (the "Agreement") with the Firm and pursue any claims the Township may have related to PFAS; and

WHEREAS, this Agreement shall incur no up-front costs to the Township as the fee arrangement is based on a contingent fee arrangement; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Ewing, County of Mercer, State of New Jersey consents to the Litigation Services Agreement with the Firm and authorizes the Mayor and appropriate officials to enter into a Litigation Services Agreement with Stag Liuzza, LLC and Murphy Orlando, LLC in a form substantially similar to that annexed hereto, and

1. The Mayor is authorized to execute the Litigation Services Agreement on behalf of the Township of Ewing in the form attached hereto; 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 12th day of December 2023.

SEAL

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

THE TOWNSHIP OF EWING

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A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF DEER CARCASS REMOVAL SERVICES FROM THE COUNTY COOPERATIVE PURCHASING CONTRACT

Resolution #23R- WHEREAS, the Township of Ewing, having its principal office at Municipal Complex, 2 Jake Garzio Drive, Ewing, New Jersey 08628, desires to enter into a contract for the prompt removal and sanitary disposal of deer carcasses from Municipal roads and rights of way within Ewing Township; and

WHEREAS, by Resolution #2023-69 the County of Mercer has awarded an open-ended contract to Deer Carcass Removal Service, LLC, 140 Meirs Road, P.O. Box 328, Cream Ridge, NJ 08514 to provide deer carcass removal and disposal at a cost of thirty-three dollars and fifty cents (\$33.50) per carcass for a period of two (2) years commencing February 1, 2023 through January 31, 2025 for Mercer County and its co-op members; and

WHEREAS, the Township is hereby authorized to initiate and maintain its membership in the County of Mercer's cooperative purchasing system; and

WHEREAS, the Township is hereby authorized to enter into an open-ended purchase agreement to purchase services from Deer Carcass Removal Service, LLC for the prompt removal and disposal of deer carcasses via the County of Mercer's cooperative purchasing system.

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

1. The Township of Ewing is authorized to enter into an open-ended purchasing contract for the purchase of deer carcass removal services from Deer Carcass Removal Service, LLC through the Mercer County cooperative purchasing system at a cost of thirty-three dollars and fifty cents (\$33.50) per carcass for a period extending through January 31, 2025.
2. The Mayor is authorized to execute any and all documents necessary to effectuate this Agreement, including any necessary to initiate or maintain the Township's membership in the Mercer County Cooperative Purchasing System.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of December 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk

Approved as to Form and Legality

Date

January 26, 2023

County Counsel

AWARD OF BID RECEIVED DECEMBER 14, 2022 TO DEER CARCASS SERVICES DBA DCRS LLC., FOR DEER CARCASS REMOVAL AND DISPOSAL FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE PURCHASING SYSTEM. TOTAL AMOUNT NOT TO EXCEED: \$30,000.00; PERIOD: FEBRUARY 1, 2023 TO JANUARY 31, 2025. (CK09MERCER2022-15)

WHEREAS, the Mercer County Purchasing Department has advertised for bids for Deer Carcass Removal and Disposal for the County of Mercer and the Mercer County Cooperative Contract Purchasing System for a period of two (2) years, as authorized through Resolution No. 2018-89, adopted February 8, 2018; and

Clerk to the Board

RECORD OF VOTE

COMMISSIONERS							COMMISSIONERS						
	Aye	Nay	N.V.	Abs.	Res.	Sec.		Aye	Nay	N.V.	Abs.	Res.	Sec.
Cimino	X						Melker	X					
Frisby	X					✓	Stokes	X					
Lewis	X						Walter	X					
McLaughlin	X				✓								

X—Indicates Vote Abs.—Absent N.V.—Not Voting
 Res.—Resolution Moved Sec.—Resolution Seconded

WHEREAS, two (2) separate sealed bids were received on December 14, 2022 in connection with the aforementioned services; and,

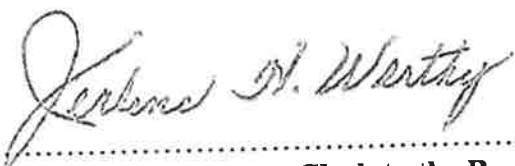
WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

WHEREAS, the bid of Deer Carcass Removal Service dba DCRS LLC, PO Box 328, 140 Heirs Rd. Cream Ridge NJ 08514, shall be awarded for a period of two (2) years in the total amount of not to exceed \$30,000.00; and,

WHEREAS, the Temporary Chief Financial Officer of Mercer County has certified in writing the availability of funds, for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and made a part hereof, and such funds are available in 2023 Mercer County Budget and are contingent upon the inclusion in and adoption of the 2024 and 2025 Mercer County Budgets; now, therefore;

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute contracts on behalf of the County of Mercer when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Purchasing Department for further distribution.


.....
Clerk to the Board

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



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
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RESOLUTION AUTHORIZING THE PURCHASE OF A 2024 FORD F-250 XL 4WD SUPERCAB FOR THE PURPOSE AND USE FOR ANIMAL CONTROL, UNDER STATE CONTRACT 23-FLEET-34922, THRU NEILSON FORD, MORRISTOWN N.J., IN THE AMOUNT OF \$48,954.00

Resolution #23R- WHEREAS, the Township of Ewing wishes to purchase a 2024 Ford F-250 XL Body thru Neilson Ford, State Contract, 23-FLEET-34922 in the amount of \$48,954.00; and

WHEREAS, said equipment was approved for purchase through Fund 30, Capital Trust Fund 305693403; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said purpose in Fund 30, Capital Trust Fund 305693403; 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 Nielson Ford, 170 Ridgedale, NJ 07960 in the amount of \$48,954.00; 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 12th day of December 2023.

SEAL

**Kim Macellaro, CMC
Municipal Clerk**

Joanna Mustafa, CFO

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



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RESOLUTION AUTHORIZING THE PURCHASE OF AN ANIMAL CONTROL CHASSIS FOR THE PURPOSE AND USE FOR THE NEW ANIMAL CONTROL VEHICLE, THRU HARTSTRA MANUFACTURING LLC IN THE AMOUNT OF \$40,960.00

Resolution #23R- WHEREAS, the Township of Ewing wishes to purchase an Animal Control Chassis Thru Hartstra Manufacturing for the 2024 Ford F-250 XL Body, in the amount of \$40,960.00; and

WHEREAS, said equipment was approved for purchase through Fund 30, Capital Trust Fund 305693403; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said purpose in Fund 30, Capital Trust Fund 305693403; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Ewing hereby authorizes the purchase of the above-mentioned Animal Control Body from Hartstra Manufacturing LLC, 5635 N. Hwy 6 Waco, TX 76712 in the amount of \$40,960.00; 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 12th day of December 2023.

SEAL

**Kim Macellaro, CMC
Municipal Clerk**

Joanna Mustafa, CFO

THE TOWNSHIP OF EWING

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A RESOLUTION GRANTING ROBERT RANKE PERMISSION TO RECEIVE HIS SERVICE FIREARM (GLOCK 45, 9MM SEMI-AUTOMATIC PISTOL SERIAL NUMBER BLAS634) UPON HIS RETIREMENT FROM THE EWING TOWNSHIP POLICE DEPARTMENT JANUARY 1, 2024

Resolution #23R- WHEREAS, the Township has in the past, granted certain retiring police officers their service firearms upon their retirement from the Ewing Township Police Department; and,

WHEREAS, Robert Ranke has served with the Ewing Township Police Department for 25 years and will retire in good standing from the Ewing Township Police Department on January 1, 2024; and

WHEREAS, Ewing Township requires any officer requesting award of his/her service firearm as part of his/her retirement to qualify for a firearm permit to own and possess such firearm after retirement; and,

WHEREAS, Robert Ranke has qualified for a firearm permit pursuant to state statute upon a review by Chief of Police, Albert F. Rhodes, as confirmed by the firearm request letter submitted to Council by Chief of Police, Albert F. Rhodes, which letter is attached hereto and incorporated herein by reference; and,

WHEREAS, state statute also permits retired police officers to carry a firearm pursuant to N.J.S.A. 2C:39-6(1), where a full-time member of a municipal police department retires in good standing and semi-annually qualifies in the use of the handgun, he is permitted to carry in accordance with the requirements and procedures established by the Attorney General pursuant to N.J.S.A. 2C:39-6(j), and if he pays the actual costs associated with those semi-annual qualifications, and is less than 70 years of age, and was regularly employed as a full-time member of a municipal police department in this State; he is also permitted to carry a handgun in the same manner as law enforcement officers under paragraph (7) of subsection a. of N.J.S.A. 2C:39-6; and

BE IT RESOLVED, by the Ewing Township Council that:

Retiring Police Officer Robert Ranke is hereby granted his service firearm (Glock 45, 9mm, semi-automatic pistol Serial Number BLAS634) upon his retirement from Ewing Township Police Department on January 1, 2024.

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 12th day of December 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk

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



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Web Address: www.ewingnj.org

A RESOLUTION REAPPOINTING ABELARDO CONESA AS TAX COLLECTOR

Resolution #23R- WHEREAS, the Township of Ewing (the "Township") requires the services of a Tax Collector to perform certain duties including, but not limited to those duties set forth in N.J.S.A. 40:69A-149.15; and

WHEREAS, Chapter 4, Article VII, Division of Finance, specifically § 4-30 Tax Collector of the Revised General Ordinances of the Township of Ewing establishes the position of Township Tax Collector and sets forth the powers, duties and requirements of that position; and

WHEREAS, N.J.S.A. 40A:9-145.7 requires that any person appointed or reappointed as a municipal tax collector must hold a tax collector certificate issued pursuant to N.J.S.A 40A:9-141, section 2 of P.L. 1979, c. 384 (C. 40A:9-145.2), and section 6 of P.L. 1993, c. 25 (C.40A:9- 145.3a); and

WHEREAS, Abelardo Conesa was appointed Tax Collector by Resolution #19R-205 to serve a four (4) year term from January 1, 2020 to December 31, 2023; and

WHEREAS, the Mayor wishes to reappoint Abelardo Conesa to serve as Tax Collector, as of January 1, 2024, for a term of four (4) years, which shall expire on December 31, 2027, pursuant to N.J.S.A. 40A:9-141 and 142; and

WHEREAS, the Township Council consents to the appointment of Abelardo Conesa as Tax Collector; and

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

1. The Council hereby approves the reappointment of Abelardo Conesa to the position of Tax Collector, for a term commencing on January 1, 2024, and which shall expire on December 31, 2027.
2. 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 Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of December 2023.

SEAL

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



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A RESOLUTION AUTHORIZING THE EXECUTION OF NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF EWING, MERCER COUNTY, NEW JERSEY AND FMBA LOCAL 393 (“FMBA”)

Resolution #23R- WHEREAS, the Township and FMBA Local 393 (FMBA) have agreed to a collective negotiations agreement (“Contract”) covering the period January 1, 2024 through December 31, 2028; and

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

WHEREAS, the Township and the FMBA have reached agreement on new terms and conditions which are subject to ratification by the membership of the FMBA and approval by the Mayor and Council of the Township; and

WHEREAS, the negotiating committees for the Township and the FMBA unanimously agree to recommend their 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, 2018 through December 31, 2023 Collective Negotiations Agreement between the Township and FMBA shall be carried forward into this new Collective Negotiations Agreement.

B. ARTICLE 3 SECTION 3.04 A

New Language: Newly hired employees shall be considered probationary employees for the first twelve (12) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever, as it is provided by Civil Service laws and statutes. Upon completion of the probationary period, an employee's seniority shall be his or her date of

commencement of employment, including the probationary period, for purposes of benefits.

C. ARTICLE 4 SECTION 4.11

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

D. ARTICLE 7 SECTION 7.02

New Section/Language 7.02B-F:

i. Any shift that becomes open within three (3) hours or less from the start time can be covered on a first-come basis. It can be covered by full-time or per diem staff.

ii. Long Term Vacancy:

Long term vacancies that open will be given out to per diem EMTs and given out at the discretion of the scheduler/Chief of EMS. Once all shifts have been offered to per diem staff, any remaining shifts may be offered to full-time employees (Career Staff).

Career staff will submit vacation requests no later than the 15th of the month. Utilizing ePro Schedule or a similar technology, a blast email including text and emails will be sent out to per diem staff only, containing all available shifts, no later than 4pm on the 16th of the month. Per diem staff will have 48 hours to respond and select shifts. Once the 18th of the month arrives at 4pm any available shifts will be open to full-time (Career Staff).

For other long-term vacancies available to per diem staff. Utilizing ePro Scheduler or a similar technology, a blast message including text and email will be sent out to all per diem staff only, alerting that a shift has become vacant. Any per diem staff member interested will pick up the shift in ePro. Once the shift has been offered to per diem staff for 24 hours, career staff can then pick up remaining open shifts in ePro. In each instance, the list will start after the last person that picked up the previous opportunity when it involves full-time (Career Staff) picking up shifts.

If the shift is not filled within 48 hours of the opening or no per diem EMTs indicates interest in the shift, the shift will convert to the terms and conditions of a Short-Term Vacancy.

iii. Short Term Vacancy

Short term vacancies will be filled in the following manner: Utilizing ePro Scheduler, or a similar technology, a blast message including text and email will be sent out to per diem staff who will have 24 hours to respond. If no per diem staff respond within 24 hours before the vacant shift, a message will be sent to all staff, career and per diem.

iv. Regarding the hiring of per diem staff. The per diem list will be capped at a maximum of 11 employees.

F. The Union will be supplied with a list of all career overtime and per-diem assignments that were given out in the previous month no later than the 3rd of each succeeding month

E. ARTICLE 7 SECTION 7.04

On January 1st of each year for the term of the agreement, each career member employed by the Township will receive the following increases over the prior year's annual salary.

2024	4.0%
2025	3.5%
2026	3.5%
2027	3.5%
2028	3.5%

Supervisors are to be paid \$97,500 effective January 1, 2024, with annual percentage increases consistent with the above-noted annual percentages. The salary and step guide is attached hereto as Exhibit A.

F. ARTICLE 48 - TERM OF AGREEMENT

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

G. ARTICLE 8 SECTION 8.07 - ADDITIONAL PROVISIONS

New Section: 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.

- H. If agree to in principle prior to December 20, 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.
- I. This agreement is subject to ratification by the FMBA membership and approval by the Township before it becomes effective.
- J. 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 FMBA Local 393 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 FMBA.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of December 2023.

SEAL

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

FMBA 393 2024-2028

STEP PROGRAM

Training/Hire	\$55,000.00
6 Month/Probationary Step	\$58,000.00
Step 1	\$62,000.00
Step 2	\$65,000.00
Step 3	\$69,000.00
Step 4	\$73,000.00
Step 5	\$77,385.00
Step 6	\$81,000.00
Step 7	\$85,000.00
Step 8	\$90,000.00
Step 9	\$95,000.00

ALL EMPLOYEES OUT OF STEP PROGRAM

2024	4.00%
2025	3.50%
2026	3.50%
2027	3.50%
2028	3.50%

SUPERVISORS

FOLLOWED BY PERCENTAGE INCREASES

2024	97,500.00
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ALL SALARIES INCLUDE:

- 12 HOLIDAYS AT 12 HOURS PER DAY
- 104 HOURS IN LIEU OF FLSA OVERTIME
- OT RATE CALCULATED AT SALARY/2184

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A RESOLUTION APPROVING THE MAYOR'S REAPPOINTMENT OF KIMBERLY M. LACKEN, ESQ. AS MUNICIPAL COURT JUDGE FOR THE TOWNSHIP OF EWING

Resolution #23R- WHEREAS, to N.J.S.A. 2B:12-4b, in municipalities governed by a mayor-council form of government, the municipal court judge shall be appointed by the mayor with the advice and consent of the council; and,

WHEREAS, a municipal court judge must be a New Jersey resident and an attorney admitted to practice law in the state for at least five (5) years before their appointment to the municipal court; and

WHEREAS, pursuant to Ewing Code §4-63, a municipal court judge shall serve for a term of three (3) years from the date of appointment and until a successor is appointed and qualified; and

WHEREAS, on February 14, 2023, the Ewing Township Council passed Resolution #23R-42 approving the Mayor's appointment of Kimberly M. Lacken as municipal court judge for the Township of Ewing for the remainder of Roger T. Haley's unexpired term, expiring on January 1, 2024 ; and

WHEREAS, the Mayor wishes to reappointment Kimberly M. Lacken as the Municipal Court Judge; and

WHEREAS, Kimberly M. Lacken possesses all of the required credentials for the position of Municipal Court Judge, and is otherwise duly qualified and experienced for the position; and

WHEREAS, pursuant to N.J.S.A. 2B:12-4a and Ewing Code §4-63, Kimberly M. Lacken shall serve for a term of three (3) years from the date of appointment and until a successor is appointed and qualified; and

WHEREAS, the Township Council approves of the Mayor's appointment of Kimberly M. Lacken, Esq. as Municipal Court Judge for the Township for a term of three (3) years, expiring on January 1, 2027; and

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

1. The appointment of Kimberly M. Lacken, Esq. as Municipal Court Judge for the Township for a term of three (3) years, expiring on January 1, 2027, is approved.

2. The Mayor is authorized to execute any documents necessary to effectuate same.

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 12th day of December 2023.

SEAL

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

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RESOLUTION AUTHORIZING CY2023 BUDGET TRANSFERS

Resolution #23R- WHEREAS, there are certain CY2023 Budget Appropriations of the Township of Ewing with balances insufficient to meet requirements for operating Township Affairs; and

WHEREAS, there are CY2023 Budget Appropriations with unexpected Balances that are not needed for such purposes; and

WHEREAS, Statutes 40A:4-58 provides for Transfers to those accounts having Insufficient balances during the last two months of the fiscal budget year.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Ewing that the following transfers are:

To	From
Legal Services - \$30,000	Info. Tech. O/E - \$84,000
EMS – O/E - \$2,500	
Fire Dept. O/E - \$7,500	
Streets/Roads O/E - \$2,500	
Park Maintenance - O/E \$1,500	
Group Health Care – O/E \$40,000	
TOTAL - \$84,000	TOTAL - \$84,000

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12th day of December 2023.

SEAL

Kim J. Macellaro, CMC
Municipal Clerk