#### RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE CONVENING OF AN EXECUTIVE SESSION IN ACCORDANCE WITH THE OPEN PUBLIC MEETINGS ACT

WHEREAS, Section Two of the Open Public Meetings Act, c.231, P.L. of 1975, permits the exclusion of the public under certain circumstances; and

**WHEREAS**, the governing body is of the opinion that circumstances presently exist to permit the exclusion of the public from certain discussions of the governing body.

**NOW, THEREFORE, BE IT RESOLVED,** by the governing body of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

1. That the public shall be excluded from discussion of the following matters:

PERSONNEL

**CONTRACTUAL** 

POTENTIAL LITIGATION

#### ATTORNEY CLIENT PRIVILEGE

- 2. It is anticipated at this time that the above-stated matters will not be made public in any foreseeable time in the future and not until final conclusion of the matter.
- 3. This resolution shall become effective immediately.

NAME	BOWEN	GRILLETTO	HAMMERSTONE	MARINARI	CUOZZO
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING MEMBERS TO THE ENVIRONMENTAL COMMITTEE OF THE TOWNSHIP OF PLUMSTED

WHEREAS, it is the desire of the Township Committee to appoint members to the Environmental Committee on an annual basis for a one (1) year term:

WHEREAS, pursuant Chapter 18-2A of the Township of Plumsted's Ordinances the governing body shall designate one of the members to serve as Chairman and presiding officer of the Committee annually.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- That the members named herein, as set forth in the attached Schedule "A," shall serve a one (1) year term on the Environmental Committee commencing January 1, 2024 and expiring December 31, 2024, at the pleasure of the Township Committee which may add, replace or remove members during the calendar year.
- 2. That certified copies of this resolution be forwarded to members of the Environmental Committee.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS		4			
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1st day of FEBRUARY, 2024.

#### **RESOLUTION 2024-31**

#### SCHEDULE "A"

2024 Environmental Committee Members

John Neyenhouse, Chairman Megan Hilburn Raymond Bousenberry Richard Renner Andy Hlubik Monica Podgurski Gina Shenesky Edward Vienckowski Beverley Vienckowski

Herb Marinari, Township Liaison

#### RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING MEMBERS TO THE PLUMSTED TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

**WHEREAS**, it is the desire of the Township Committee to fill one vacancy on the Plumsted Township Municipal Utilities Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- 1. That Michael Ruppel is hereby appointed as a member for a five (5) year term, commencing February 1, 2024 and ending January 31, 2029.
- 2. That Janet Cristman is hereby appointed as a member to fill the unexpired term of Nancy Lawrence commencing February 1, 2024 and ending January 31, 2025.
- 3. That a certified copy of this resolution shall be provided by the Township Clerk to the PMUA Executive Director and the Plumsted Township Municipal Utilities Authority members.

NAME	BOWEN	GRILLETTO	HAMMERSTONE	MARINARI	CUOZZO
AYES					
ABSTAIN				4	
NAYS					
ABSENT				n =	

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>st</sup> day of FEBRUARY, 2024.

# RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING MEMBERS TO THE 911 MEMORIAL COMMITTEE

WHEREAS, Resolution No. 2015-245 established a 911 Memorial Committee within the Township of Plumsted; and

WHEREAS, it is the desire of the Mayor and Township Committee to appoint the members to the 911 Memorial Committee.

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That members of the Plumsted Township 911 Memorial Committee are hereby appointed for the year 2024 as set forth in the attached Schedule "A."
- That appointment to the 911 Memorial Committee is a one (1) year term commencing January 1<sup>st</sup> and expiring December 31<sup>st</sup>.
- 3. Members of the Plumsted Township 911 Memorial Committee shall serve as volunteers.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS	0				
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1st day of FEBRUARY, 2024.

#### RESOLUTION NO. 2024-72 SCHEDULE "A"

Jennifer Witham, Clerk

Sharon Gower, CFO

Alan Drucker, PIO

Greg Myhre, Maintenance Supervisor

Robert Bowen, Township Committee Liaison

#### RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING MEMBERS TO THE PLUMSTED TOWNSHIP COMMUNITY EMERGENCY RESPONSE TEAM (C.E.R.T)

WHEREAS, Resolution No. 2003-236 established a Community Emergency Response Team (C.E.R.T.); and

WHEREAS, it is the desire of the Township Committee to appoint members of the Plumsted Township Community Emergency Response Team (C.E.R.T.) for the Year 2024.

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That the members named herein, as set forth in the attached Schedule "A", are hereby appointed to serve a term of one year for the Year 2024, commencing January 1, 2024 and ending December 31, 2024.
- 2. That certified copies of this resolution be forwarded to the members of the Plumsted Township Community Emergency Response Team (C.E.R.T.), the Public Safety Director and Plumsted Township's Emergency Management Coordinator.

NIAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
NAME	CUUZZU	GRILLETTO	TIMMIMEROTOTIE	Middiana	2011221
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, JENNIFER WITHAM, Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1st day of JANUARY, 2024.

JENNIFER WITHAM, RMC, CMR Municipal Clerk

#### RESOLUTION 2024-73 SCHEDULE A

#### PLUMSTED TOWNSHIP COMMUNITY EMERGENCY RESPONSE TEAM (C.E.R.T.)

CINDY BEATTY		
JESSICA BOHN		
NORMA BOWE		

SANDY HEMBRECHT

**EDYTA DROBNIEWS** 

CORINA HERNANDEZ

KARIN LANING

**GREG MUELLER** 

PATRICIA OVIATT

ALEXANDRA TEIXEIRA

NORM TRAVIS

ALEX TKACENKO, OEM COORDINATOR

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, DONATING A 2008 FORD CROWN VIC TO THE NEW EGYPT VOLUNTEER FIRE DEPARTMENT

WHEREAS, the Township of Plumsted Police Department is retiring a 2008 Ford Crown Vic, VIN # 2FAFP71V58X179535, which is now surplus and not needed for public use, as shown on the attached Schedule A; and

WHEREAS, the New Egypt Volunteer Fire Department is in need of a vehicle; and

**WHEREAS**, N.J.S.A. 49A:11-36(2) allows for the sale or other disposition of personal property to any governmental unit in the United States without the need for bids;

WHEREAS, it is the desire of the Mayor and Township Committee to donate one (1) 2008 Ford Crown Vic, VIN # 2FAFP71V58X179535 to the New Egypt Fire Department at no cost.

**NOW THEREFORE, BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That the Mayor and Township Committee do hereby authorize the Township Clerk to execute the Certificate of Title for one (1) 2008 Ford Crown Vic, VIN # 2FAFP71V58X179535, to be transferred to the New Egypt Fire Department at no cost.
- 2. That the vehicle will be donated in "as is" condition, without any warranties by the Township of Plumsted, and on the condition that the recipients shall hold the Township of Plumsted harmless for any claims arising out of the property after the transfer of title to the recipients.
- 3. That a certified copy of this resolution shall be forwarded to the Plumsted Township Police Department, CFO Sharon Gower and the New Egypt Volunteer Fire Department.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby
certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a
meeting held on the 1ST day of FEBRUARY, 2024.

#### RESOLUTION 2024-114 SCHEDULE A

#### Nadene Cicero - Deputy Municipal Clerk

From:

Municipal Clerk

Sent:

Wednesday, January 10, 2024 3:48 PM

To:

Nadene Cicero - Deputy Municipal Clerk

Subject:

FW: Volunteer Fire Company

This is in the 2/1 folder for resolutions needed but just in case -

Jen

From: Sharon Gower - CFO

Sent: Monday, January 8, 2024 1:12 PM

To: Earl Meroney <emeroney@plumstedpolice.org>; Municipal Clerk <municipalclerk@plumsted.org>

Subject: RE: Volunteer Fire Company

I would assume a resolution could be done.

From: Earl Meroney

Sent: Monday, January 8, 2024 1:07 PM

To: Municipal Clerk < municipalclerk@plumsted.org >; Sharon Gower - CFO < cfo@plumsted.org >

Subject: Volunteer Fire Company

2008

Ford

Crown Vic

Police

2FAFP71V58X179535

How can we turn the above vehicle over to the Volunteer Fire District. This is the vehicle that we purchased from Tinton Falls Police/Township for a dollar.

Respectfully,

Earl E. Meroney Jr. #257 Chief of Police Plumsted Township Police Department 2 Cedar Street New Egypt, NJ 08533

Office: (609)-758-7077 ext. 200

Cell: (609)757-3046 Fax: (609)-758-1530







This communication has been delivered by an employee of Plumsted Township Police Department, Ocean County, NJ. Any files or attachments transmitted within it may contain information that is confidential, privileged and exempt from disclosure under applicable law. It is intended solely for the use of the individual or the entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, or copying of this communication is prohibited by federal law. If you have received this communication in error, please destroy it and notify the sender at (609)-758-2241 ext.128.

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION 2023-330 AUTHORIZING PAYMENT OF UNUSED HOLIDAYS FOR MEMBERS OF THE PLUMSTED POLICE DEPARTMENT

WHEREAS, Resolution 2023-330 authorized the payment of year 2023 unused holidays for members of the Plumsted Police Department, including Ryan Zacco; and

WHEREAS, due to clerical error and/or omission, Ryan Zacco was paid for 72 hours (6 holidays) rather than the 96 hours (8 holidays) he was owed, and is due payment for an additional 24 hours (2 holidays) as shown the attached Schedule "A"; and

WHEREAS, it is the desire of the Mayor and Township Committee to amend Resolution 2023-330 to authorize reimbursement of an additional 24 hours (2 holidays) for 2023 to Ryan Zacco, as set forth in the attached Schedule "A".

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Township Committee of Plumsted Township, County of Ocean, State of New Jersey as follows:

- 1. That Resolution 2023-330 is hereby amended for the Mayor and Township Committee to authorize reimbursement of an additional 24 hours (2 holidays) for 2023 to Ryan Zacco as indicated in the attached Schedule "A."
- 2. That certified copies of this resolution shall be forwarded to the Plumsted Township Finance Office, Chief Meroney and Ryan Zacco.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES		4			
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

#### RESOLUTION 2024-115 SCHEDULE A

From:

Pamela Lee

To:

Nadene Cicero - Deputy Municipal Clerk

Cc:

Municipal Clerk

Subject: Date: RE: Holiday Payout 2023 - Zacco Friday, January 19, 2024 11:52:28 AM

Attachments:

23-330.pdf

#### Hi Nadene,

We do owe Ryan Zacco 2 holidays. When the holiday payout resolution was done December 28, 2023, it had 6 instead of 8 holidays for him. I spoke to Sharon about it and she said we need to do a new resolution for his payment of those two holidays. If you are able to do the resolution for the February meeting; I have attached 2023-330 for your reference. He is the only one we owe any holiday time to. All of the others on that resolution were correct.

Thank you,

#### Pam

Pamela Lee Clerk Typist, Municipal Clerk's Office Plumsted Township 609-758-2241 ext. 131 609-758-0123 (fax) plee@plumsted.org

From: Nadene Cicero - Deputy Municipal Clerk < depmunicipalclerk@plumsted.org>

Sent: Thursday, January 18, 2024 4:35 PM
To: Pamela Lee <plee@plumsted.org>
Subject: FW: Holiday Payout 2023

#### Nadene

Nadene M. Cicero, RMC, CMR
Deputy Municipal Clerk/Deputy Registrar
Township of Plumsted
121 Evergreen Road
New Egypt, NJ 08533
609-758-2241 ext. 130

## 609-758-0123 (Fax) DepMunicipalClerk@plumsted.org

From: Ryan Zacco

Sent: Thursday, January 18, 2024 4:03 PM

**To:** Nadene Cicero - Deputy Municipal Clerk < depmunicipalclerk@plumsted.org >

Subject: Holiday Payout 2023

Good Afternoon,

I attempting to email Jennifer, however, I see she is on Medical Leave.

While reviewing my holiday payout for 2023, it shows I was only paid out for 72 hours (6 holidays). If you could please investigate this issue, as I had 96 hours (8 holidays) left from 2023. Please let me know at your earliest convenience. Thank you!

Respectfully,
Ryan Zacco #291
Patrolman
Plumsted Township Police Department
2 Cedar Street
New Egypt, NJ 08533
Office: (609)-758-7077Fax: (609)-758-1530

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF PLUMSTED AND THE COUNTY OF OCEAN FOR THE FY2024 PROSECUTOR'S PROGRAM

WHEREAS, there is a need to use the services of the local police in conjunction with the FY2024 Ocean County Prosecutor's Program (formerly known as the Fatal Accident Support Team, F.A.S.T.) as set forth in the attached Schedule "A"; and

**WHEREAS**, the Township of Plumsted is able provide these services and will be paid at a rate of \$55 per hour by the County, with a minimum of four hours per callout.

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That the Mayor and Township Clerk are hereby authorized to execute a Shared Services Agreement between the Township of Plumsted and the County of Ocean for the FY2024 Ocean County Prosecutor's Program (formerly known as the Fatal Accident Support Team, F.A.S.T.), as set forth in the attached Schedule "A".
- 2. That this Agreement shall be retroactive from January 1, 2024, and shall continue in full force and effect until December 31, 2024.
- 3. That the police officers will be paid at a rate of \$55 per hour by the County, with a minimum of four hours per callout.
- 4. That a copy of this Agreement will be on file with the Township Clerk's Office.
- 5. That certified copies of this resolution shall be forwarded to the Plumsted Township Police Department; the Plumsted Township Finance Office and the Ocean County Prosecutor.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT		-			

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

#### RESOLUTION 2024-116 SCHEDULE A

#### SHARED SERVICES AGREEMENT

#### PROSECUTOR'S PROGRAM

THIS AGREEMENT made thisday of	2024, by and BETWEEN:
THE Township of Plumsted, a municipal corporation of the	State of New Jersey, having its offices
located at 121 Evergreen Rd., Plumsted, New Jersey 08533	, hereinafter referred to as
"Municipality". AND: THE COUNTY OF OCEAN, a body	politic of the State of New Jersey,
having its offices at the Administration Building, 101 Hooper	Avenue, P.O. Box 2191, Toms River,
New Jersey, 08754, hereinafter referred to as "County".	
WHEREAS, resolution of the Township of Plumsted	, dated
authorization was given to enter into an Shared Services Agree	ement with the County of Ocean Police
services, Prosecutor's Program and	

WHEREAS, the Prosecutor's Program is a traffic safety program (formerly known as the Fatal Accident Support Team, F.A.S.T.) By the Ocean County Prosecutor's Office (hereinafter referred to as "Prosecutor's Program") for the purpose of assisting in the investigation, prosecution of fatal accidents and in traffic enforcement and education; and

WHEREAS, the Prosecutor's Program receives funding from the County of Ocean; and

WHEREAS, the Prosecutor's Office and the Municipality have determined it to be in their mutual interest for the Municipality to designate certain police officers to be assigned to Prosecutor's Program; and

WHEREAS, the shared Services Act, N.J.S.A. 40:8A-1 et seq., authorizes local units as defined in the Act to enter into joint agreements for the provision of governmental services; and

WHEREAS, the Municipality wishes to enter into an Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of police officers employed by the Municipality to the Prosecutor's Program

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the parties hereby agree to and with each other as follows:

DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO PROSECUTOR'S
 PROGRAM. Upon request by the County, the Municipality shall designate those officers to be assigned to the PROSECUTOR'S PROGRAM and shall provide the County with a list of those officers.

## SHARED SERVICES AGREEMENT PROSECUTOR'S PROGRAM

- 2. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - (a) The Municipality will provide department in-service training to those officers assigned to the Prosecutor's Program.
  - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the Prosecutor's Program.
- 3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
  - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the Prosecutor's Program.
  - (b) The County shall provide the Municipal Police Department with information on current Prosecutor's Program activities within the Municipality during scheduled briefings.
- 4. **COMPENSATION.** The County shall pay the officers department at the rate of fifty-five (\$55.00) per hour for their performed hereunder, with a minimum of four hours per callout. Upon exceeding four hours officers will be compensated for each additional hour worked at the aforementioned rate. It is the responsibility of the individual officer's department to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.
- 5. **TERM.** This Agreement shall be retroactive from January 1, 2024 and shall continue in full force and effect until December 31, 2024.
- 6. **TERMINATION.** Either party to this Agreement may, be giving written notice to the other party, terminate this Agreement.
- 7. **RELATIONSHIP OF PARTIES.** The officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.
- 8. VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE
  DEPARTMENT. During the time of their assignment to the Prosecutor's Office, the officers
  shall continue to be governed by the rules and regulations of the Municipal Police Department.

## SHARED SERVICES AGREEMENT PROSECUTOR'S PROGRAM

In the event of any violation of the said rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

- 9. VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE. The Prosecutor's Office shall assume responsibility for the actions of the officers during the period of their service in the Prosecutor's Program and shall handle disciplinary action for the violation of the rules and regulations of the Prosecutor's Office. In its discretion, the Prosecutor's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Prosecutor's Office shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department, along with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.
- 10. **ASSIGNABILITY.** The Municipality shall not assign or transfer any of the work or services to be performed hereunder of any other interest in this Agreement without the prior written approval of the County.
- 11. **ENTIRE AGREEMENT,** This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.
- 12. **BINDING EFFECT.** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

# SHARED SERVICES AGREEMENT PROSECUTOR'S PROGRAM

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and date first above written.

ATTEST:	MUNICIPALITY
CLERK	By:
ATTEST:	OCEAN COUNTY PROSECUTOR'S OFFICE
MARJORIE GIBBONS	By:BRADLEY D. BILLHIMER COUNTY PROSECUTOR
ATTEST:	COUNTY OF OCEAN
MICHELLE I. GUNTHER CLERK	By: JOSEPH H. VICARI DIRECTOR

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AWARDING A CONTRACT FOR THE 2024/2025 EMERGENCY ON-CALL SERVICES FOR STORM SEWER AND ROADWAY REPAIRS

WHEREAS, the Township of Plumsted issued a request for quotations for the 2024/2025 Emergency On-Call Services for Storm Sewer and Roadway Repairs; and

WHEREAS, in response, six (6) quotations were received on January 18, 2024; and WHEREAS, the quotations have been reviewed by the Township Engineer and it has been determined that the contract should be awarded to a pool of two (2) contractors: J. Fletcher Creamer and Son, Inc. in the amount of \$74,680.00; and Earle Asphalt Company in the amount of \$76,346.00 as the lowest responsible and responsive quotations in accordance with the specifications; and

**WHEREAS**, it is the desire of the governing body to award the contracts for the 2024/2025 Emergency On-Call Services for Storm Sewer and Roadway Repairs to J. Fletcher Creamer and Son, Inc. and Earle Asphalt Company.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That the governing body does hereby award the contract to a pool of two contractors J. Fletcher Creamer and Son, Inc. in the amount of \$74,680.00; and to Earle Asphalt Company in the amount of \$76,346.00, the lowest responsible and responsive contractors, for the 2025 Emergency On-Call Services for Storm Sewer and Roadway Repairs for a total amount of \$151,026.00.
- 2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with J. Fletcher Creamer and Son, Inc. and Earle Asphalt Company, in accordance with the proposals submitted by J. Fletcher Creamer and Son, Inc. and Earle Asphalt Company.
- 3. That the governing body specifically approves the specifications, designs and plans prepared in connection with the 2024/2025 Emergency On-Call Services for Storm Sewer and Roadway Repairs proposals.
- 4. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which

constitute tl	ne availability	of funds for this c	ontract:		
	e parties, shall		f this resolution, togeth ne Chief Financial Offic sphalt Company.		
NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAI N					
NAYS					
ABSENT					
			NADENE CICERO, F Deputy Municipal Cle		

#### **CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Sharon Gower, Chief Financial Officer for the Township of Plumsted, do hereby

certify that adequate funds are available for a contract with J. Fletcher Creamer and Son, Inc. and
Earle Asphalt Company for 2024/2025 Emergency On-Call Services for Storm Sewer and
Roadway Repairs in the amount of \$151,026.00.
The funds which are available for this contract are found in the following line item
appropriations or ordinances:
CHADON COWED CMEO
SHARON GOWER, CMFO
Chief Financial Officer

Christopher J. Noll, PE, CME, PP
President & CEO
William H. Kirchner, PE, CME, N-2
Vice President
Rakesh R. Darji, PE, PP, CME, CFM
Vice President/Treasurer
Benjamin R. Weller, PE, CME, CPWM, S-3, C-3



Joseph P. Orsino, Jr. CET, Vice President
Harry R. Fox, NICET III
G. Jeffrey Hanson, PE, CME
Joseph R. Hirsh, PE, CME, CPWM
C. Jeremy Noll, PE, CME, CPWM
Marc H. Selover, LSRP, PG

January 18, 2024 42518 24

Secretary

#### RESOLUTION 2024-117 SCHEDULE A

Re: 2024/2025 Emergency On-Call Services for Storm Sewer and Roadway Repairs

Plumsted Township

Award Recommendation

Ms. Jennifer Witham, RMC, CMR Municipal Clerk/Business Administrator Plumsted Township 121 Evergreen Road New Egypt, NJ 08533

Dear Ms. Witham:

Bids were received on January 18, 2024, for the 2024/2025 Emergency On-Call Services for Storm Sewer and Roadway Repairs. Six (6) bids were received. The bids are summarized in the attached Summary of Bids.

Based upon a review of the submitted bid documents and our knowledge of the contractors, it is recommended that the 2024/2025 Emergency On-Call Services for Storm Sewer and Roadway Repairs contract be awarded to a pool of two (2) contractors;

- 1. J. Fletcher Creamer and Son Inc., in the amount of \$74,680.00
- 2. Earle Asphalt Company in the amount of \$76,346.00

Any award should be conditioned upon a review of the submitted documentation by the Township Solicitor and the availability of funding. If you have additional questions, or require additional information, please contact me.

Sincerely yours,

Joseph R. Hirsh PE, CME, CPWM

lack R. Hours

Project Engineer

cc:

42518 24 2024-01-18 award reccomendation ltr

Nadene Cicero, Deputy Clerk (email)

	ENVIRONMENTAL RESOLUTIONS, INC.	L													
	SUMMARY OF BIDS						2024/2025 Ете	rgency and On-C	2024/2025 Emergency and On-Call Services for Storm Sewer and Roadway Repairs PLUMSTED TOWNSHIP	orm Sewer and E	loadway Repairs				
	Bid Opening 01/17/2024 at 10:00 AM							OCEAN	OCEAN COUNTY, NEW JERSEY 42518 24	JERSEY					
				J. Fletcher Creamer & Son, Inc.	mer & Son, Inc.	Earle Asphalt Compnay	ult Compnay	Crest Constr	Crest Construction Group	RME, Inc.	, Inc.	L&L Paving C	L&L Paving Company, Inc.	River Front	River Front Recycling
				101 East Broadway Hackensack, NJ 07601	Broadway c, NJ 07601	PO Drawer 556 Farmingdale, NJ 07727	wer 556 c, NJ 07727	880 R Little Egg Haı	880 Route 9 Little Egg Harbor, NJ 08087	3 Meir Cream Ridg	3 Meirs Road Cream Ridge, NJ 08514	89 Yellowbrook Road PO Box 903 Farmingdale, NJ 07727	rook Road x 903 2, NJ 07727	20 Марк Lumberton	20 Maple Avenue Lumberton, NJ 08048
S.	DESCRIPTION	QTY UNIT	TINO	UNIT PR	AMOUNT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT	UNIT PR	AMOUNT	UNIT PR.	AMOUNT	UNITPR	AMOUNT
ag B	BID A - EMERGENCY CALL-OUT (ECO)														
Ϋ́	To Supply Construction Superintendent or Foreman	91	Hirs.	\$260.00	\$4,160.00	\$270.00	\$4 370 00	00 5718	C2 800 00	640.00	6640.00	00 7063	00 723 83	501003	00 023 00
2A	To Supply Laborer	+-	Hirs.	\$430.00	\$20.640.00	\$195.00	00 092 63	00 5263	613 200 00	000013	00.025.33	9700.00	34,370.00	57777	83,050,68
3A	To Supply Backhoe with Minimum 3/4 to 1 CY Bucket	+-	Hirs.	\$1.00	28.00	00 0265	00 091 63	00.5125	21,200,00	3120.00	25,700.00	2230.00	\$12,000.00	\$186.10	58,932.80
44	To Supply Front End Loader with Minimum 2 CY Bucket	+	Hirs.	\$1.00	\$8.00	\$270.00	22 160 00	\$125.00	0000013	200,000	21,440,00	630.00	00.000,16	2412,48	53,299.84
SA	To Supply Backhoe - Front End Loader Combination	16	Hirs.	\$100.00	\$1,600.00	\$270.00	\$4,320.00	\$125.00	\$2,000.00	\$405.00	\$6.480.00	\$282.00	\$4 512.00	5387.42	\$6.198.77
99	To Supply Dump Truck Over 10 CY Capacity	16	Hirs.	\$1.00	\$16.00	\$200.00	\$3,200.00	\$225.00	\$3,600.00	\$180.00	\$2,880.00	\$192.00	\$3,072.00	\$247.24	\$3.955.84
7A	To Supply Air Compressor and Jack Hannner	$\vdash$	Hirs.	81.00	\$16.00	\$1.00	\$16.00	\$50.00	2800.00	\$50.00	2800.00	\$1.00	\$16.00	\$82.08	\$1,313.28
8A	To Supply Sewer Jetter/Vac-Truck with Minimum 5 CY Capacity	4	Hirs.	\$1.00	\$4.00	\$200.00	00.0082	00'0085	\$3,200.00	\$1,000.00	\$4,000.00	\$300.00	\$1,200.00	\$1,515.26	\$6,061.04
9A	To Supply All Necessary Equipment for Base Pavement Operations (Vibratory Plate, Dump, Saw, Etc.)	4	Hirs.	\$1.00	\$4.00	81.00	84.00	\$295.00	81,180.00	\$400.00	81,600.00	\$125.00	\$500.00	2537.77	\$2,151.08
10A	To Supply All Necessary Equipment for Final Pavement Operations (Vibratory Roller, Dump, Saw, Mill Machine, Paver, Etc.)	4	Hirs.	\$1.00	\$4.00	\$15.00	\$60.00	\$295.00	\$1,180.00	\$400.00	81,600.00	\$1.00	84.00	\$1,442.05	\$5,768.20
- 1	TOTAL BID A		П	\$26,460.00	90.00	\$26,400.00	00.00	\$30,360.00	50.00	\$27,000.00	00.00	\$27,720.00	00:00	\$44,315.36	5.36
1															
80	BID B - CRITICAL CALL-OUT (CCO)														
四	To Supply Construction Superintendent or Foreman	91	Hrs.	\$200.00	\$3,200.00	\$235.00	\$3,760.00	\$135.00	\$2,160.00	\$40.00	\$640.00	\$273.00	\$4,368.00	\$157.22	\$2,515,52
2B	To Supply Laborer	48	Hrs.	\$350.00	\$16,800.00	\$165.00	\$7,920.00	\$175.00	\$8,400.00	\$120.00	\$5,760.00	\$222.00	\$10,656.00	\$124.07	55,955.36
æ	To Supply Backhoe with Minimum 3/4 to 1 CY Bucket	90	Hrs.	\$1.00	\$8.00	\$235.00	\$1,880.00	\$150.00	\$1,200.00	\$180.00	\$1,440.00	\$180.00	\$1,440.00	\$366.20	\$2,929.60
4B	icket	8	Hrs.	\$1.00	\$8.00	\$235.00	\$1,880.00	\$120.00	00.0968	\$225.00	\$1,800.00	\$30.00	\$240.00	\$291.29	\$2,330.32
88	To Supply Backhoe - Front End Loader Combination	16	Hrs.	\$100.00	\$1,600.00	\$235.00	\$3,760.00	\$120.00	\$1,920.00	\$405.00	\$6,480.00	\$246.00	\$3,936.00	\$300.63	\$4,810.08
6B	To Supply Dump Truck Over 10 CY Capacity	16	Hrs.	\$1.00	\$16.00	\$190.00	\$3,040.00	\$175.00	\$2,800.00	\$180.00	\$2,880.00	\$150.00	\$2,400.00	\$196.40	\$3,142.40
TB.	To Supply Air Compressor and Jack Hammer	00	Hrs.	81.00	\$8.00	\$1.00	\$8.00	\$50.00	\$400.00	\$50.00	\$400.00	07.10	\$8.00	\$82.08	\$656.64
8B	To Supply Sewer Jetter/Vac-Truck with Minimum 5 CY Capacity	4	Hrs.	\$1.00	\$4.00	\$200.00	\$800.00	\$800.00	\$3,200.00	\$1,000.00	84,000.00	\$300.00	\$1,200.00	\$947.04	53,788.16
9B	To Supply All Necessary Equipment for Base Pavement Operations (Vibratory Plate, Dump, Saw, Etc.)	4	Hrs.	\$1.00	\$4.00	\$1.00	\$4.00	\$150.00	\$600.00	\$400.00	\$1,600.00	\$125.00	\$500.00	\$415.33	\$1,661.32
10B	To Supply All Necessary Equipment for Final Pavement Operations (Vibratory Roller, Dump, Saw, Mill Machine, Paver, Etc.)	4	Hrs.	\$1.00	\$4.00	\$15.00	\$60.00	\$150.00	\$600.00	\$400.00	\$1,600.00	\$1.00	\$4.00	11.916,12	\$5,264.44
	TOTAL BID B		П	\$21,652.00	2.00	\$23,112.00	2.00	\$22,240.00	00.00	\$26,600.00	0.00	\$24,752.00	2.00	\$33,053.84	3.84
	,														

	ENVIRONMENTAL RESOLUTIONS, INC.														
	SUMMARY OF BIDS						2024/2025 Emel	rgency and On-C	2024/2025 Emergency and On-Call Services for Storm Sewer and Roadway Repairs PLUMSTED TOWNSHIP	orm Sewer and F	Roadway Repairs				
	Bid Opening 01/17/2024 at 10:00 AM		-					OCEAN	OCEAN COUNTY, NEW JERSEY 42518 24	JERSEY					
			ï	J. Fletcher Creamer & Son, Inc.	er & Son, Inc.	Earle Asphalt Compnay	t Compnay	Crest Constr	Crest Construction Group	RME	RME, Inc.	L&L Paving (	L&L Paving Company, Inc.	River Front Recycling	Recycling
				101 East Broadway Hackensack, NJ 07601	oadway NJ 07601	PO Drawer 556 Farmingdale, NJ 07727	ver 556 , NJ 07727	880 R Little Egg Har	880 Route 9 Little Egg Harbor, NJ 08087	3 Meir Cream Ridg	3 Meirs Road Cream Ridge, NJ 08514	89 Yellowl PO Bo Farmingdal	89 Yellowbrook Road PO Box 903 Farmingdale, NJ 07727	20 Maple Avenue Lumberton, NJ 08048	Avenue NJ 08048
Ŏ.	DESCRIPTION	QTY L	UNIT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT
BIDC	BID C - SCHEDULED WORK ORDER (SWO)														
IC	To Supply Construction Superintendent or Foreman	20	Hrs.	8300.00	\$6,000.00	\$220.00	\$4,400.00	\$135.00	\$2,700.00	\$40.00	\$800.00	6264.00	00 080 53	507113	20 181 00
2C	To Supply Laborer	09	Hrs.	\$300,00	\$18,000.00	\$152.50	\$9,150.00	\$175.00	\$10,500.00	\$100.00	86,000,00	\$220.00	\$13.200.00	\$124.07	S7 444 20
30	To Supply Backhoe with Minimum 3/4 to 1 CY Bucket	∞	Hrs.	\$1.00	\$8.00	\$218.00	\$1,744.00	\$150.00	\$1,200.00	\$155.00	\$1,240.00	\$160.00	\$1,280,00	\$340.89	\$2,727,12
Ç	To Supply Front End Loader with Minimum 2 CY Bucket	80	Hrs.	\$1.00	\$8.00	\$218.00	\$1,744.00	\$120.00	8960.00	\$155.00	\$1,240.00	\$30.00	\$240.00	\$429.59	\$3,436.72
SC	To Supply Backhoe - Front End Loader Combination	20	Hrs.	\$125.00	\$2,500.00	\$218.00	\$4,360.00	\$120.00	\$2,400.00	\$300.00	86,000.00	\$246.00	\$4,920.00	\$246.40	\$4,928.00
ပွ	To Supply Dump Truck Over 10 CY Capacity	20	Hrs.	\$1.00	\$20.00	\$185.00	\$3,700.00	\$175.00	\$3,500.00	\$113.00	\$2,260.00	\$150.00	\$3,000.00	\$196.40	53,928.00
20	To Supply Air Compressor and Jack Hammer	8	Hrs.	\$1.00	\$8.00	\$1.00	\$8.00	\$50.00	\$400.00	\$25.00	\$200.00	81.00	28.00	\$82.08	\$656.64
õ	To Supply Sewer Jetter/Vac-Truck with Minimum 5 CY Capacity	80	Hrs.	\$1.00	\$8.00	\$200.00	\$1,600.00	\$400.00	\$3,200.00	\$1,000.00	88,000.00	\$300.00	\$2,400.00	\$947.04	\$7,576.32
δ	To Supply All Necessary Equipment for Base Pavement Operations (Vibratory Plate, Dump, Saw, Etc.)	-	Hrs.	\$1.00	28.00	81.00	00.88	\$150.00	\$1,200.00	\$350.00	\$2,800.00	\$125.00	\$1,000.00	\$415.34	\$3,322.72
10C	To Supply All Necessary Equipment for Final Pavement Operations (Vibratory Roller, Dump, Saw, Mill Machine, Paver, Etc.)	-	Hrs.	\$1.00	28.00	\$15.00	\$120.00	\$150.00	\$1,200.00	\$350.00	\$2,800.00	\$200.00	\$1,600.00	\$1,200.57	\$9,604.56
	TOTAL BID C			\$26,568.00	00	\$26,834.00	00'1	\$27,260.00	00.00	\$31,340.00	10.00	\$32,928.00	8.00	\$45,905.28	.28
	TOTAL OF BIDS A + B + C			\$74,680.00	00	\$76,346.00	00:9	879,860.00	00'0	\$84,940.00	00.01	\$85,400.00	0.00	\$123,274.48	4.48

Mathematically Correct Total

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE REFUND OF 2023 4<sup>th</sup> QUARTER DUPLICATE PAYMENT OF TAXES

WHEREAS, the Tax Collector for the Township of Plumsted has requested that the Township Committee authorize the refund of 2023 4<sup>th</sup> quarter duplicate payment of taxes to the following in the amounts set forth below in the attached Schedule "A"; and

WHEREAS, the Tax Collector has prepared a letter to the Township Committee requesting said refund; and

WHEREAS, the total amount to be refunded under this resolution is \$3.92.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- 1. That the Mayor and Township Committee do hereby authorize the Tax Collector to refund 2023 4<sup>th</sup> quarter duplicate payment of taxes in accordance with Schedule "A," attached hereto and made a part hereof.
- 2. That the aforementioned refunds are contingent upon the execution of a Township voucher by the respective individuals as listed on the Schedule "A."
- **3.** That a certified copy of this resolution be forwarded to Kelly Creighton, Tax Collector and Sharon Gower, CFO for the Township of Plumsted.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

#### RESOLUTION 2024-118 SCHEDULE A

Township of Plumsted
Tax Collector
121 Evergreen Road
New Egypt, NJ 08533
609-758-2241 ext. 121

Date: December 27, 2023

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk

Finance

From: Kelly Creighton, Tax Collector

Subject: Refund 4<sup>th</sup> qtr taxes due to duplicate payment

Block 40.08 Lot 22 5 Aqueduct Blvd

Please Make checks Payable to:

Ray W. or Maryanne R. Mead 5 Aqueduct Blvd New Egypt, NJ 08533

Total Current Fund: \$3.92

Please return checks to Tax Collector for disbursement.

Thank You

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, CANCELLING 2024 AND REFUNDING PROPERTY TAXES DUE TO TOTALLY DISABLED VETERAN STATUS EFFECTIVE 01/18/24 FOR KEVIN LUNA (BLOCK 64, LOT 13)

WHEREAS, the Tax Collector for the Township of Plumsted has requested that the Township Committee authorize cancelling 2024 taxes due to Totally Disabled Veteran Status effective 1/18/24 to Kevin Luna (Block 64 Lot 13) as set forth in the attached Schedule "A"; and

WHEREAS, the Tax Collector also requested the refund of the partial 1<sup>ST</sup> Quarter taxes to Kevin Luna (Block 64, Lot 13; 775 Monmouth Rd) as set forth in the attached Schedule "A."

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- 1. That the Mayor and Township Committee do hereby authorize the Tax Collector to cancel partial 1st Quarter 2024 taxes due to Totally Disabled Veteran Status effective 1/18/24 to Kevin Luna (Block 64 Lot 13) in accordance with the Schedule "A" attached hereto and made a part hereof.
- 2. That the Tax Collector is hereby authorized to refund the partial 1st Quarter 2024 taxes to Kevin Luna (Block 64, Lot 13; 775 Monmouth Rd.) as set forth in the attached Schedule "A."
- **3.** That a certified copy of this resolution be forwarded to the Tax Collector and Chief Financial Officer for the Township of Plumsted.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

#### RESOLUTION 2024-119 SCHEDULE A

Township of Plumsted

Tax Collector

121 Evergreen Road

New Egypt, NJ 08533

609-758-2241 ext 121

Date: January 19, 2024

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk

Finance

From: Kelly Creighton, Tax Collector

Subject: Refund of 2024 partial 1st qtr taxes due to Totally Disabled

Veteran status Block 64 Lot 13 775 Monmouth Rd

Please Make Check Payable to:

KEVIN LUNA 775 MONMOUTH RD CREAM RIDGE, NJ 08514

Total Current Fund: \$2,011.10

Please return checks to Tax Collector for disbursement.

# RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE ISSUANCE OF CHECKS FOR THE REDEMPTION OF TAX SALE CERTIFICATES

WHEREAS, the Tax Collector for the Township of Plumsted has requested that the Township Committee authorize the issuance of checks for the redemption of Tax Sale Certificates as set forth in the attached Schedule "A"s; and

WHEREAS, the Tax Collector has prepared letters to the Township Committee requesting said redemptions; and

WHEREAS, said letters are attached hereto and made a part hereof as Schedule "A"; and WHEREAS, the amounts to be redeemed and paid under this resolution is \$18,802.91.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- 1. That the Mayor and Township Committee do hereby authorize the issuance of checks for the redemption of tax sale certificates in accordance with the Schedule "A"s attached hereto and made a part hereof.
- 2. That the aforementioned redemptions are contingent upon the execution of a Township Voucher by the holder of the tax sale certificate in accordance with the attached Schedule "A" and receipt by the Tax Collector of the Township of Plumsted the tax sale certificate duly endorsed for cancellation.
- **3.** That the aforementioned redemptions are contingent upon the holder of the tax sale certificate <u>FIRST</u> delivering the certificate duly endorsed for cancellation to the Tax Collector.
- 4. That certified copies of this resolution be forwarded to the Tax Collector, the Chief Financial Officer for the Township of Plumsted and the holders of the tax sale certificates.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify
that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on
the 1 <sup>ST</sup> day of FEBRUARY, 2024.

## RESOLUTION 2024-120 SCHEDULE A

# Township of Plumsted Tax Collector 121 Evergreen Road New Egypt, NJ 08533 609-758-2241 ext 121

Date: January 3, 2024

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk

Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert # 23-00009

Block 29 Lot 26 25 Twin Dr.

Please Make checks Payable to:

PRO CAP 8, LLC

PRO CAP 8 FBO FIRSTRUST BANK

**PO BOX 774** 

FORT WASHINGTON, PA 19034-0774

Total TTL Fund: \$413.72

Total Premium Acct: \$100.00

Please return checks to Tax Collector for disbursement.

### Township of Plumsted Tax Collector

121 Evergreen Road New Egypt, NJ 08533 609-758-2241 ext 121

Date: December 28, 2023

To: Mayor and Township Committee

Jennifer Witham, Municipal Clerk Cc: Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert# 23-00010

> Block 38 Lot 55 79 Brindletown Rd

Please Make checks Payable to:

PRO CAP 8, LLC PRO CAP 8 FBO FIRSTRUST BANK

**PO BOX 774** 

FORT WASHINGTON, PA 19034-0774

Total TTL Fund: \$5,518.25

Please return checks to Tax Collector for disbursement.

# Township of Plumsted Tax Collector

121 Evergreen Road New Egypt, NJ 08533 609-758-2241 ext 121

Date: December 27, 2023

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk

Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert # 23-00019

Block 54 Lot 7.02 39 Loveman Rd.

Please Make checks Payable to:

PRO CAP 8, LLC

PRO CAP 8 FBO FIRSTRUST BANK

**PO BOX 774** 

FORT WASHINGTON, PA 19034-0774

Total TTL Fund: \$3,855.69

Total Premium Acct: \$100.00

Please return checks to Tax Collector for disbursement.

# Township of Plumsted Tax Collector

121 Evergreen Road New Egypt, NJ 08533 609-758-2241 ext 121

Date: December 22, 2023

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk

Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert # 23-00022

Block 55.05 Lot 14 130 Bobbi's Terr.

Please Make checks Payable to:

TRYSTONE CAPITAL ASSETS LLC

PO BOX 1030 BRICK, NJ 08723

Total TTL Fund: <u>\$8,715.25</u>

Total Premium Acct: \$100.00

Please return checks to Tax Collector for disbursement.

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT WITHOUT COMPETITIVE BIDDING OR FAIR AND OPEN ADVERTISING – MUNICIPAL ACCOUNTING AND AUDIT SERVICES

WHEREAS, there exists a need for the services of a Municipal Accountant and Auditor for a oneyear term; and

WHEREAS, the Township of Plumsted has determined that its professional services contractors do not make reportable political contributions to municipal candidates so as to otherwise require fair and open contract advertising pursuant to the provisions of NJSA 19:44A-20.5; and

**WHEREAS**, the Township's Chief Financial Officer has determined and certified in writing that the value of this contract may not exceed \$40,000; and

WHEREAS, Brian K. Logan, RMA of the firm of Suplee, Clooney & Company, has completed and submitted a Business Entity Disclosure Certification which certifies that his firm has not made any reportable contributions to a political or candidate committee in the Township of Plumsted in the previous one year, and that the contract will prohibit the making of any reportable contributions throughout the term thereof.

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That Brian K. Logan, RMA, is hereby appointed Township Accountant and Auditor for the Township of Plumsted for the year 2024. This contract for professional services is awarded without competitive bidding or advertising under the provisions of the Local Public Contracts Law and the NJ Campaign Contributions & Expenditures Report Act.
- 2. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
- 3. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The line item appropriations or ordinances which constitute the availability of funds are listed on the attached certificate of availability of funds.
- 4. That a Notice of Contract Award shall be published in accordance with NJSA 40A:11-5(1)(a).
- 5. That a certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer and to Brian K. Logan, RMA, of the firm of Suplee, Clooney & Company.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

## **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

	nitted facsimile must be subm		unit
	10 days prior to the award of	the contract.	
	ert I – Vendor Information		March to Mar
Vendor Name:   Suplee, Clooney		-	
Address: 308 East Broad	Street		
	State: NJ Zip: 0709		,
The undersigned being authorized to cer compliance with the provisions of	rify, hereby certifies that the sub	mission provided	the Instructions
accompanying this form.	N.J.S.A. 19:44A-20.26 and as	represented by	the manuchons
Rolf WSL Ro	bert W. Swisher	Partne	er
Signature	Printed Name	Title	
		Latin Company	<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>
Part II - Contribution Disclosure			
Disclosure requirement: Pursuant to N.J.	S.A. 19:44A-20.26 this disclosure	must include all	reportable political
contributions (more than \$300 per election	cycle) over the 12 months prior t	o submission to the	committees of the
government entities listed on the form prov	ided by the local unit.		
Check here if disclosure is provide	d in electronic form.		
-			
Contributor Name	Recipient Name	Date	Dollar Amount
			S
	NONE		
	TONE.		
	COLUMN 11 COLUMN 11 COLUMN 12 COLUMN		
		***************************************	
			1

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF PLUMSTED AND THE COUNTY OF OCEAN FOR THE FY24 OCEAN COUNTY SHERIFF'S TRAFFIC ENFORCEMENT PROGRAM

**WHEREAS**, there is a need to use the services of the local police in conjunction with the FY24 Ocean County Sheriff's Traffic Enforcement Program as set forth in the attached Schedule "A"; and

**WHEREAS**, the Township of Plumsted is able provide these services and will be paid the individual officer's overtime rate not to exceed \$70/hour by the County.

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That the Mayor is hereby authorized to execute and the Township Clerk to attest to a Shared Services Agreement between the Township of Plumsted and the County of Ocean for the FY24 Ocean County Sheriff's Traffic Enforcement Program, a copy of which is attached hereto and made a part hereof as Schedule "A."
- 2. That this Agreement shall be retroactive from October 1, 2023, and shall continue in full force and effect until September 1, 2024.
- 3. That the police officers will be paid at their individual overtime rate not to exceed \$70/hour by the County; the municipality is responsible for any income tax or other taxes.
- **4.** That a copy of this Agreement will be on file with the Township Clerk's Office.
- 5. That certified copies of this resolution shall be forwarded to the Plumsted Township Police Department; the Plumsted Township Finance Office and the Ocean County Sheriff's Office.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS		,			
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

#### OFFICE OF THE SHERIFF

# RESOLUTION 2024-122 SCHEDULE A

MICHAEL G. MASTRONARDY SHERIFF

> BRIAN J. KLIMAKOWSI UNDERSHERIFF

> > JON LOMBARDI UNDERSHERIFF



TELEPHONE (732) 929-2044

FAX NUMBER (732) 349-1909

OCEAN COUNTY JUSTICE COMPLEX \* 120 HOOPER AVENUE \* PO BOX 2191 \* TOMS RIVER, NJ 08754-2191

January 24, 2024

Mayor Dominick Cuozzo Plumsted Township 121 Evergreen Rd. New Egypt, NJ 08533

RE: FY24 Ocean County Sheriff's Traffic Enforcement Program

Dear Mayor Cuozzo,

I am pleased to inform you that the State of New Jersey, Department of Law and Public Safety, has approved the Plumsted Township Police Department to participate in the FY24 Ocean County Sheriff's Traffic Enforcement Program Grant. Participation in this grant program will allow the township to be reimbursed for overtime expenses incurred by Police Officers in the police department for services performed through this grant at an hourly rate not to exceed \$70.00 per hour.

The attached Shared Service Agreement outlines the terms and conditions of this grant. These agreements must be formally adopted by your governing body at their earliest opportunity. Once adopted, send both executed (signed, sealed and attested) agreements, along with a certified resolution back to this office to the attention of Robert Mazur.

Upon approval by the Ocean County Board of Freeholders, we will send one fully executed agreement back for your records.

If you have any questions concerning the Ocean County Sheriff's Traffic Enforcement Program, please contact Sheriff's Officer Robert Mazur at 732-506-5090.

Sincerely,

Sheriff Michael G. Mastronardy

Cc w/o encl:

Chief Earl Meroney, Plumsted Twp. PD Jennifer Witham, CMC/AAE Sharon Gower, CFO

#### SHARED SERVICES AGREEMENT

THIS AGREEMENT made this day of, 2024, by and BETWEEN: THE
TOWNSHIP OF PLUMSTED TOWNSHIP, having its offices located at 121 EVERGREEN ROAD, NEW
EGYPT, N.J. 08533 hereinafter referred to as "Municipality".
AND: THE COUNTY OF OCEAN, having its offices at Administration Building, 101 HOOPER AVENUE,
TOMS RIVER, NEW JERSEY 08754, hereinafter referred as "County".
WHEREAS, by resolution of the Township Committee of PLUMSTED, dated
authorization was given to enter into a Shared Services Agreement with the County of Ocean for the FY24 Traffic
Enforcement Program Grant; and
WHEREAS, the Traffic Enforcement Program Grant is run by the Ocean County Sheriff's Office (hereinafter
referred to as "Sheriff's Office") in an effort to improve the safety of motorists and pedestrians on our county's
roads and highways; and
WHEREAS, the Traffic Enforcement Grant Program receives funding from the State of New Jersey and the

WHEREAS, the Sheriff's Office and the Municipality have determined it to be in their mutual interest for the Municipality to designate Police Officers to be assigned to the Traffic Enforcement Program Grant; and

County of Ocean; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units as defined in the Act to enter into joint agreements for the provision of governmental services; and

WHEREAS, the Municipality wishes to enter into an Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of Police Officers employed by the Municipality to the Traffic Enforcement Program Grant.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the parties hereby agree to and with each other as follows:

- DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO THE TRAFFIC ENFORCEMENT PROGRAM GRANT. Upon request by the County, the Municipality shall designate Police Officers to be assigned to the Traffic Enforcement Program Grant detail.
- 2) **RESPONSIBILITIES OF MUNICIPALITY**. The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - a. The Municipality will be responsible for assigning Police Officers to conduct high visibility traffic enforcement along County Route 528 & 539.
  - b. The Municipality will be responsible for submitting reimbursement requests to the Sheriff's Office for overtime expenses for services performed by assigned officers as follows:
    - (October 1, 2023 September 30, 2024) due September 1, 2024
- 3) **RESPONSIBILITIES OF COUNTY**. The County agrees that it shall have the following responsibilities during the term of this Agreement:
  - a. The County will forward to the Municipality a schedule of dates and times to conduct the Traffic Enforcement Program Grant events.
- 4) COMPENSATION. The County shall reimburse the Municipality for overtime expenses incurred by Police Officers in their department assigned to the Traffic Enforcement Program Grant for services performed hereunder. The hourly rate of overtime reimbursement shall not exceed seventy dollars (\$70.00) per hour; until designated grant funding for overtime reimbursement has been exhausted. Compensation of overtime hours shall not exceed the hours of the scheduled event as defined in Section 3a. The Traffic Safety Officer's department will pay any income tax or other taxes required to be paid from each Officer's salary received pursuant to this Agreement.
- 5) **TERM**. This Agreement shall be retroactive from October 1, 2023 and shall continue in full force and effect until September 30, 2024.
- 6) **TERMINATION**. Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.

- RELATIONSHIP OF PARTIES. The Police Officers assigned to the Traffic Enforcement Program

  Grant pursuant to this Agreement are not and shall not be considered agents or employees of the

  County.
- VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE DEPARTMENT POLICE OFFICER. During the time of their assignment to the Traffic Enforcement Program Grant, the Police Officer shall continue to be governed by the rules and regulations of their respective Municipal Police Department. In the event of any violation of the rules and regulations, the Police Officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.
- 9) VIOLATIONS OF RULES AND REGULATIONS OF SHERIFF'S OFFICE. The Sheriff's Office shall assume responsibility for the actions of their Sheriff's Officer(s) assigned to the Traffic Enforcement Program Grant and shall handle disciplinary action for the violation of the rules and regulations of the Sheriff's Office. In its discretion, the Sheriff's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Sheriff's Office shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department along with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.
- 10) ASSIGNABILITY. The Municipality shall not assign or transfer any of the work or services to be performed hereunder of any other interest in this Agreement without the prior written approval of the County.
- 11) ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties, and no modification hereof shall be effective unless in writing, signed by the party to be charged herewith.

  This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.
- BINDING EFFECT. This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto	have caused these presents to be signed by their proper
corporate officers and their proper corporate se	als to be affixed hereto on the day and year first above
written.	
ATTEST:	
WITNESS	MAYOR DOMINICK CUOZZO
ATTEST:	
WITNESS	MICHAEL G. MASTRONARDY OCEAN COUNTY SHERIFF
ATTEST:	
MICHELLE GUNTHER, CLERK	BOBBI JO CREA, DIRECTOR OCEAN COUNTY BOARD OF COMMISIONERS

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, ISSUING A 2024 TEMPORARY TRAILER PERMIT FOR FARM OFFICE USE TO SAM RUSSO

WHEREAS, Chapter 31 of the General Ordinances of the Township of Plumsted, entitled "Mobile Home Parks," Chapter 11, Section E provides for the licensure of temporary trailers for Farm Office Use; and

WHEREAS, the 2024 licensure of the Farm Office Use temporary trailer licenses for farm office use only is subject to a satisfactory inspection by the Plumsted Township Mobile Home Inspector; compliance with all sections of Chapter 31 of the General Ordinances of the Township of Plumsted, and compliance with Chapter 28 of the General Ordinances of the Township of Plumsted entitled, "Licensing, Payment of Taxes"; and

**WHEREAS**, the issuance of 2024 Farm Office Use trailer licenses are subject to all of the conditions of approval of the appropriate governmental agency.

**NOW, THEREFORE BE IT RESOLVED,** that the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- 1. That the issuance of 2024 Farm Office Use temporary trailer licenses for farm office use only is contingent upon a satisfactory inspection report by the Plumsted Township Mobile Home Inspector; compliance with all sections of Chapter 31 of the General Ordinances of the Township of Plumsted, and compliance with Chapter 28 of the General Ordinances of the Township of Plumsted entitled, "Licensing, Payment of Taxes."
- 2. That certified copies of this resolution be forwarded to Sam Russo and the Plumsted Township Mobile Home Park Inspector.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES	· ·				
ABSTAIN	ż				
NAYS			,		
ABSENT			-		

## **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby
certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a
meeting held on the 1st day of FEBRUARY, 2024.

## SCHEDULE "A"

# TEMPORARY TRAILER PERMIT FOR FARM OFFICE USE

Sam Russo (Hopkins Lane) – Block 58, Lot 13Q

# RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING MUNICIPAL ENDORSEMENT FOR THE OCEAN COUNTY NATURAL LANDS PROGRAM

**WHEREAS**, the voters of Ocean County authorized the Ocean County Natural Lands Trust Fund to provide funds for the acquisition and preservation of natural lands, open spaces and farmland; and

WHEREAS, the Ocean County Natural Lands Trust Fund Advisory Committee (the "Committee") was established by the Board of Commissioners to review nominations to the program and forward recommendations for acquisition to the Board of Commissioners; and

WHEREAS, the Ocean County Agriculture Development Board (OCADB) was created to implement the Farmland Preservation Program in Ocean County; and

WHEREAS, the Committee and OCADB has received an application to acquire the development easement over the property identified as Block 76, Lot 38 in Plumsted Township totaling approximately 6.5 acres; and

**WHEREAS**, it is the desire of the Mayor and Township Committee to authorize municipal endorsement for the Ocean County Natural Lands Preservation Program; and

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That the Mayor and Township Committee hereby authorizes municipal endorsement for the Ocean County Natural Lands Preservation Program to acquire the development easement over property identified as Block 76, Lot 38 in the Township of Plumsted, as shown on the attached Schedule A.
- 2. That copies of this Resolution shall be made available to the Ocean County Natural Lands Trust Fund Committee, the Ocean County Board of Commissioners, and the County Planning Director.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT		-		,	

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

# OCEAN COUNTY NEW JERSEY

# RESOLUTION 2024-124 SCHEDULE A

## OCEAN COUNTY AGRICULTURE DEVELOPMENT BOARD

c/o Ocean County Planning Department, 129 Hooper Avenue, Toms River, NJ 08754-2191 Ph. 732-929-2054

January 9, 2024

BOARD MEMBERS

Doog Hallock, Chairman Casey Hunter, Vice-Chair Kathleen Sucharski Martin Lynch Glenn Riccardi Jeff Vogel

NON-VOTING MEMBERS

Ocean Soil Conservation Dist. Christine Raabe

Ocean County Cooperative Extension Dr. Steven Yerecau

County Planning Department Tim Gleason, Program Administrator

County Counsel Mat Thompson, Esq. Mayor Robert Bowen 121 Evergreen Rd New Egypt, NJ 08533

Re: Ocean County Farmland Preservation Program

**Plumsted Township** 

Lewis Farm, 6.5 acres, Block 76, Lot 38

Dear Mayor Bowen:

The Ocean County Farmland Preservation Program has received an application for the above referenced farm on Route 539 or Pinehurst Road in Plumsted Township. As you know, a resolution of support is needed from Plumsted Township before any parcel can be acquired under the Ocean County Farmland Preservation Program. I would therefore ask that you discuss this matter with the Township Committee and provide this office with the appropriate resolution.

Please find the attached map to aid in this process. I thank you in advance for your assistance, if you have any questions please do not hesitate to contact me.

Sincerely,

Tim Gleason Assistant Planner

Enclosure

/tpg

Cc: Jennifer Whitham, Plumsted Township Municipal Clerk/Business Administrator











Block/Lot/Qual:	76. 38.	Tax Account Id:	2429
Property Location:	698 PINEHURST RD	Property Class:	3A - Farm (Regular)
Owner Name/Address:	LEWIS, JOSEPH & CHARLOTTE	Land Value:	55,000
	698 ROUTE 539	Improvement Value:	68,000
	NEW EGYPT, NJ 08533	Exempt Value:	o
		Total Assessed Value:	123,000
		Additional Lots:	None
Special Taxing Districts:	FIRE DIST 1	Deductions:	

#### **Balance Includes any Adjustments to Your Account**

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Make a Payment	View	Tax Rates View	Current Bill Pro	oject Interest			
Year Due Date	Type	Orig Billed	Adj Billed	Balance	Interest	Total Due	Statu
2024 02/01/2024	Tax	892.68	0.00	892.68	0.00	892.68	OPE
2024 05/01/2024	Tax	892.67	0.00	892.67	0.00	892.67	OPE
Total 2024		1,785.35	0.00	1,785.35	0.00	1,785.35	
2023 02/01/2023	Tax	851.78	0.00	0.00	0.00	0.00	PAI
2023 05/01/2023	Tax	851.77	0.00	0.00	0.00	0.00	PAI
2023 08/01/2023	Tax	901.59	0.00	0.00	0.00	0.00	PAI
2023 11/01/2023	Tax	965.55	0.00	0.00	0.00	0.00	PAI
Total 2023		3,570.69	0.00	0.00	0.00	0.00	
2022 02/01/2022	Tax	821.95	0.00	0.00	0.00	0.00	PAI
2022 05/01/2022	Tax	821.95	-365.00	0.00	0.00	0.00	PAI
2022 08/01/2022	Tax	857.00	0.00	0.00	0.00	0.00	PAI
2022 11/01/2022	Tax	906.20	0.00	0.00	0.00	0.00	PAI
Total 2022		3,407.10	-365.00	0.00	0.00	0.00	
Last Payment: 11/0	12/23						

**Return to Home** 



Block/Lot/Qual:	76. 38QFARM	Tax Account Id:	2430
Property Location:	698 PINEHURST RD	Property Class:	3B - Farm (Qualified)
Owner Name/Address:	LEWIS, JOSEPH & CHARLOTTE	Land Value:	3,800
	698 ROUTE 539	Improvement Value:	0
	NEW EGYPT, NJ 08533	Exempt Value:	0
		Total Assessed Value:	3,800
		Additional Lots:	None
Special Taxing Districts:	FIRE DIST 1	Deductions:	

Taxes

Make a Payment	View	/ Tax Rates	View Current Bill	Project Int	terest	
Year Due Date	Туре	Billed	Balance	Interest	Total Due	Status
2024 02/01/2024	Tax	27.58	0.00	0.00	0.00	PAID
2024 05/01/2024	Tax	27.58	0.00	0.00	0.00	PAIC
Total 2024		55.16	0.00	0.00	0.00	
2023 02/01/2023	Tax	26.32	0.00	0.00	0.00	PAI
2023 05/01/2023	Tax	26.31	0.00	0.00	0.00	PAII
2023 08/01/2023	Tax	27.86	0.00	0.00	0.00	PAII
2023 11/01/2023	Tax	29.82	0.00	0.00	0.00	PAI
Total 2023		110.31	0.00	0.00	0.00	
2022 02/01/2022	Tax	25.40	0.00	0.00	0.00	PAII
2022 05/01/2022	Tax	25.39	0.00	0.00	0.00	PAII
2022 08/01/2022	Tax	26.48	0.00	0.00	0.00	PAII
2022 11/01/2022	Tax	27.99	0.00	0.00	0.00	PAII
Total 2022		105.26	0.00	0.00	0.00	
Last Payment: 11/0						

**Return to Home** 

# RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING MUNICIPAL ENDORSEMENT FOR THE OCEAN COUNTY NATURAL LANDS PROGRAM

WHEREAS, the voters of Ocean County authorized the Ocean County Natural Lands Trust Fund to provide funds for the acquisition and preservation of natural lands, open spaces and farmland; and

WHEREAS, the Ocean County Natural Lands Trust Fund Advisory Committee (the "Committee") was established by the Board of Commissioners to review nominations to the program and forward recommendations for acquisition to the Board of Commissioners; and

WHEREAS, the Ocean County Agriculture Development Board (OCADB) was created to implement the Farmland Preservation Program in Ocean County; and

WHEREAS, the Committee and OCADB has received an application to acquire the development easement over the property identified as Block 77, Lots 44,57 & 98 in Plumsted Township totaling approximately 64.76 acres; and

WHEREAS, it is the desire of the Mayor and Township Committee to authorize municipal endorsement for the Ocean County Natural Lands Preservation Program; and

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That the Mayor and Township Committee hereby authorizes municipal endorsement for the Ocean County Natural Lands Preservation Program to acquire the development easement over property identified as Block 77, Lots 44,57 & 98 in the Township of Plumsted, as shown on the attached Schedule A.
- 2. That copies of this Resolution shall be made available to the Ocean County Natural Lands Trust Fund Committee, the Ocean County Board of Commissioners, and the County Planning Director.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### CERTIFICATION

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

# OCEAN COUNTY NEW JERSEY

# RESOLUTION 2024-125 SCHEDULE A

# OCEAN COUNTY AGRICULTURE DEVELOPMENT BOARD

c/o Ocean County Planning Department , 129 Hooper Avenue, Toms River, NJ 08754-2191 Ph. 732-929-2054

January 24, 2024

BOARD MEMBERS

Doug Hallock, Chairman Casey Hunter, Vice-Chair Kathleen Sucharski Martin Lynch Glenn Riccardi Jeff Vogel

Vacant

NON-VOTING MEMBERS

Ocean Soil Conservation Dist. Christine Raabe

Ocean County Cooperative Extension Dr. Steven Yergeau

County Planning Bepartment Tim Gleason, Program Administrator

County Counsel Mat Thompson, Esq. Mayor Dominick Cuozzo 121 Evergreen Rd New Egypt, NJ 08533

Re: Ocean County Farmland Preservation Program

**Plumsted Township** 

Cier Denson Farm, 64.76 acres, Block 77, Lots 44, 57, & 98

Dear Mayor Cuozzo:

The Ocean County Farmland Preservation Program has received an application for the above referenced farm on Fischer Road in Plumsted Township. As you know, a resolution of support is needed from Plumsted Township before any parcel can be acquired under the Ocean County Farmland Preservation Program. I would therefore ask that you discuss this matter with the Township Committee and provide this office with the appropriate resolution.

Please find the attached map to aid in this process. I thank you in advance for your assistance, if you have any questions please do not hesitate to contact me.

Sincerely,

Tim Gleason Assistant Planner

Enclosure /tpg





DENSON/CIER FARM PLUMSTED TOWNSHIP

Creator: Ocean County Department of Planning GIS Contact: (732) 929-2054

Date: 10/26/23

250

500

1,000 Feet



2570	Tax Account Id:	77. 44QFARM	Block/Lot/Qual:
3B - Farm (Qualified	Property Class:	58 FISCHER RD	Property Location:
28,000	Land Value:	CIER, SHERRY L D	Owner Name/Address:
(	Improvement Value:	12761 BRADWELL RD	
	Exempt Value:	HERNDON VA 20171	
28,000	Total Assessed Value:		
98	Additional Lots:		
	Deductions:	FIRE DIST 1	Special Taxing Districts:

Make	e a Payment	Ĺ	View Tax Rates	View Current Bill	Project Int	erest	
Year	Due Date	Тур	e Billed	Balance	Interest	Total Due	Status
2024	02/01/2024	Tax	203.21	0.00	0.00	0.00	PAID
2024	05/01/2024	Tax	203.21	0.00	0.00	0.00	PAID
	Total 2024		406,42	0.00	0.00	0.00	
2023	02/01/2023	Tax	193.90	0.00	0.00	0.00	PAIC
2023	05/01/2023	Tax	193.90	0.00	0.00	0.00	PAI
2023	08/01/2023	Tax	205.24	0.00	0.00	0.00	PAIC
2023	11/01/2023	Tax	219.80	0.00	0.00	0.00	PAI
	Total 2023		812.84	0.00	0.00	0.00	
2022	02/01/2022	Tax	187.11	0.00	0.00	0.00	PAII
2022	05/01/2022	Tax	187.11	0.00	0.00	0.00	PAI
2022	08/01/2022	Tax	195.09	0.00	0.00	0.00	PAII
2022	11/01/2022	Tax	206.29	0.00	0.00	0.00	PAII
	Total 2022		775.60	0.00	0.00	0.00	

**Return to Home** 



Block/Lot/Qual:	77. 57.	Tax Account Id:	2580
Property Location:	LAKEWOOD RD REAR	Property Class:	1 - Vacant Land
Owner Name/Address:	CIER, SHERRY L D	Land Value:	5,000
	12761 BRADWELL ROAD	Improvement Value:	0
	HERNDON VA 20171	Exempt Value:	0
		Total Assessed Value:	5,000
		Additional Lots:	None
Special Taxing Districts:	FIRE DIST 1	Deductions:	

Taxes

Last Payment: 10/13/23

Make a Payment	Vie	w Tax Rates	View Current Bill	Project In	terest	
Year Due Date	Type	Billed	Balance	Interest	Total Due	Status
2024 02/01/2024	Tax	36.29	0.00	0.00	0.00	PAID
2024 05/01/2024	Tax	36.29	0.00	0.00	0.00	PAID
Total 2024		72,58	0.00	0.00	0.00	
2023 02/01/2023	Tax	34.63	0.00	0.00	0.00	PAID
2023 05/01/2023	Tax	34.62	0.00	0.00	0.00	PAID
2023 08/01/2023	Tax	36.65	0.00	0.00	0.00	PAID
2023 11/01/2023	Tax	39.25	0.00	0.00	0.00	PAID
Total 2023		145.15	0.00	0.00	0.00	
2022 02/01/2022	Tax	33.42	0.00	0.00	0.00	PAID
2022 05/01/2022	Tax	33.41	0.00	0.00	0.00	PAID
2022 08/01/2022	Tax	34.84	0.00	0.00	0.00	PAID
2022 11/01/2022	Tax	36.83	0.00	0.00	0.00	PAID
Total 2022		138.50	0.00	0.00	0.00	

**Return to Home** 

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING RICHARD DAMATO AS THE RECYCLING COORDINATOR FOR THE TOWNSHIP OF PLUMSTED

WHEREAS, there is a need to appoint a Recycling Coordinator for the Township of Plumsted; and

WHEREAS, it is the desire of the Mayor and Township Committee to appoint Richard Damato as the Recycling Coordinator for the Township of Plumsted for the Year 2024; and

**WHEREAS**, Richard Damato shall be compensated in accordance with the salary ordinance and resolution, without benefits, in the performance of his duties as the Recycling Coordinator for the Year 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- 1 That the Mayor and Township Committee do hereby appoint Richard Damato as the Recycling Coordinator for the Township of Plumsted for the Year 2024.
- 2 That Richard Damato shall be compensated in accordance with the salary ordinance and resolution.
- 3 That a certified copy of this resolution shall be forwarded to Richard Damato and the Chief Financial Officer of Plumsted Township.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE MAYOR TO EXECUTE AND FILE THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, the Community Development Block Grant Program requires that the municipality conduct a public hearing for its Community Development Block Grant project; and

WHEREAS, the Mayor and Township Committee have selected the 2024 Plumsted Township Community Development Block Grant projects as:

#### Walking Paths at the Recreation Fields, Brindletown Road

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- 1. That the Mayor and Township Committee do hereby select the 2024 Plumsted Township Community Development Block Grant project as set forth above.
- 2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Community Development Block Grant Program application and any and all other applicable documents.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1st day of FEBRUARY, 2024.

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION 2024-84 APPOINTING MEMBERS TO THE LAND USE BOARD OF THE TOWNSHIP OF PLUMSTED

WHEREAS, Resolution 2024-84, adopted on January 1, 2024, appointed members to the Plumsted Township Land Use Board; and

WHEREAS, due to the resignation of Class IV member, Jim Garrigan, a vacancy exists; and

WHEREAS, in addition, a Class II member should have been included in Resolution 2024-84, but was inadvertently missed; and

WHEREAS, N.J.S.A. 40:55D-23 provides that the membership of the Land Use Board ("Board") shall consist of Class I, Class II, Class III and Class IV appointees and four (4) Alternates; and

WHEREAS, it is the desire of the Township Committee to amend Resolution 2024-84 to appoint Matthew Sams as a Class II member, Dustin Horowitz as a Class IV Member and four Alternate Members to the Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That Resolution 2024-84 is hereby amended as follows:
  - A. Matthew Sams is hereby appointed as a Class II member of the Plumsted Township Land Use Board for a term of one (1) year. Said term shall commence on January 1, 2024 and expire on December 31, 2024.
  - B. Dustin Horowitz is hereby appointed as a Class IV member of the Plumsted Township Land Use Board for a term of two (2) years. Said term shall commence on January 1, 2024 and expire on December 31, 2025.
  - C. Chris Neuert is hereby appointed as Alternate #1 for a term of two (2) years. Said term shall commence on January 1, 2024 and expire on December 31, 2025.
  - D. Sebastian D'Amico is hereby appointed as Alternate #2 for a term of two (2) years. Said term shall commence on January 1, 2024 and expire on December 31, 2025.
  - E. Salvatore Grosso is hereby appointed as Alternate #3 for a term of one (1) year. Said term shall commence on January 1, 2024 and expire on December 31, 2024.
  - F. Joe Miglionico is hereby appointed as Alternate #4 for a term of two (2) years. Said term shall commence on January 1, 2024 and expire on December 31, 2025.

2. That a certified copy of this resolution shall be forwarded to the Secretary of the Land Use Board and the members appointed herein.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>st</sup> day of FEBRUARY, 2024.

RESOLUTION OF TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING PLUMSTED TOWNSHIP TO PARTICIPATE IN A SHARED SERVICE AGREEMENT WITH MANCHESTER TOWNSHIP FOR THE USE OF THEIR FIREARMS RANGE FACILITY AND PROPERTY

WHEREAS, the Township of Plumsted and the Township of Manchester first entered into a shared service agreement with Manchester Township for the use of their firearms range facility and property for training, competition and other approved purposes in 2014; and

**WHEREAS**, it is the desire of the Township of Plumsted to renew the shared service agreement with Manchester Township for the use of their firearms range facility and property for the period of January 1, 2024 and ending December 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- 1. That the Mayor is hereby authorized to sign all necessary documents in regard to a shared services agreement with Manchester Township as set forth in the attached Schedule "A."
- 2. That a certification of availability of funds signed by the Chief Financial Officer shall be attached hereto.
- 3. That a certified copy of this resolution be forwarded to the Township of Manchester, the Plumsted Township CFO, Chief Earl Meroney and Ocean County JIF.

NAME	BOWEN	GRILLETTO	HAMMERSTONE	MARINARI	CUOZZO
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>st</sup> day of FEBRUARY, 2024.

# RESOLUTION 2024-129 SCHEDULE A

# INTERLOCAL AGREEMENT WITH MANCHESTER TOWNSHIP FOR THE USE OF THEIR FIREARMS RANGE FACILITY AND PROPERTY

#### PARTIES:

The parties to this Agreement are Manchester Township, Manchester, NJ, and Ocean County Sheriff's Office, Ocean County Police Academy, New Jersey Transit, New Jersey State Police, U.S. Drug Enforcement Administration, Borough of Bay Head, Amtrak, Lakewood, Point Pleasant Borough, Point Pleasant Beach, Plumsted, Borough of Mantoloking, Borough of Seaside Park, Toms River, Barnegat, and Metuchen (Outside Agencies).

#### PURPOSE:

To enter into an agreement where Manchester Township will allow the above Outside Agencies to access and use the Manchester Township Firearms Range facility and property for training, competition or other approved purposes.

# TERMS AND CONDITIONS:

- Manchester Township agrees to allow the above Outside Agencies to utilize the Manchester Township Firearms Range facility and property for training and other authorized purposes.
- 2. The Outside Agencies must have range time pre-approved by the Manchester Township Police Range Master for scheduling purposes.
- 3. Outside Agencies must have a certified range instructor on site at all times.
- 4. Outside Agencies must maintain proper insurance coverage for range activities.
- Outside Agencies agree to accept responsibility for and to release Manchester Township and its personnel, agents or assigns from any and all claims, liabilities, demands or actions of every kind and nature, whether in law or equity, for any loss, damage or injury, to all personnel or property arising from the use of Manchester Township's Firearms Facility by the Outside Agencies, when such claims, liabilities, demands or actions arise from the actions or conduct of the Outside Agency.
- 6. Outside Agencies are responsible for cleaning up the range and surrounding areas at the completion of their usage. (See Attached Schedule A) Outside Agencies shall be

responsible for any damage done to the range and surrounding areas due to their use of same. Outside Agencies must report any and all damage done to the range facility and property to the Manchester Township Range Master. Failure to report damage done by Outside Agencies can result in suspension of this Agreement.

- 7. A fee of \$100.00 per day shall be paid for the use of Manchester Township's Firearms Range facility and property. The Outside Agency shall be billed on a semi-annual basis by Manchester Township.
- 8. The Outside Agency acknowledges that the rate is competitive with competing Local Firearms range facilities.
- 9. The Outside Agency agrees annually to review the rate in good faith to determine if an increase is appropriate to maintain pricing aligned with local government competition.
- 10. The Outside Agency shall provide a Certificate of Liability Insurance listing Manchester Township as the Certificate Holder. They shall provide the following coverage:
  - 1. General Liability: \$250,000
  - 2. Automobile Liability \$250,000
  - 3. Excess Liability \$4,750,000
  - 4. Workers' Compensation and Employers Liability \$2,000,000
- 11. This Agreement shall remain in effect for 3 years from date of endorsement.

By signing below, the parties acknowledge that they have read and understand all provisions and terms of this Agreement.

Robert Arace, Mayor	Date
Teri Giercyk, RMR/CMC Municipal Clerk	Date
Name & Title of Authorized Officer of Outside Agency	Date

# CHARLES FOR TOWNS IN ALL

# MANCHESTER TOWNSHIP POLICE

# Robert M. Dolan, Chief of Police

## 1 Colonial Drive Manchester, NJ 08759-3898

Phone: (732) 657-2009

Fax: (732) 323-8804

# RANGE RULES (Schedule A)

- A certified Firearms Instructor must be present on the range at all times during firearms training/qualifications.
- The range flag and gate key must be signed out and returned to the Manchester Township Police Headquarters.
- Two forms of communications (police radio and cellular phone) and a first aid kit must be present on the range at all times.
- No fires are permitted on the range at any time.
- No food, drink or smoking on the range at any time.
- Only approved targets (paper, cardboard, steel) may be used on the range.
- Do not shoot barricades, yardage markers, center barrier, cables, telephone poles, bottles, cans, balls or non-approved targets.
- When shooting steel be aware that bullet fragmentation and/or missed rounds will damage signs, barriers, cables, poles, center barrier, and yardage markers. Steel targets should be kept a minimum of 10 yards from those areas. Only handguns shall be used on steel, no rifle fire at steel targets at any time.
- If utilizing the portable barricades on the range, please return them to the designated areas when finished.
- Clean up all trash generated on the day of use. This includes targets, shotgun shells, ammo boxes, and food and drink containers. This trash should be placed in the dumpster located in the parking lot area.
- Do not discard household trash, chemicals or live ammo in the dumpster.
- Report all damage, on the day of occurrence, to signs, barrier, barricades, poles, cables, steel targets, yardage markers, etc. Periodic inspections will take place.
   (Damage can be reported to Sgt. Charles Gatnarek at 732-657-2009, ext. 6381.
   Please leave a voicemail with contact information and a brief description of the damage caused.)
- The shoot house is for the sole use of the Manchester Township Police Department

• No vehicles are permitted on the flat range at any time.

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR PUBLIC GROUNDS LAWN MOWING SERVICES FOR THE TOWNSHIP OF PLUMSTED

WHEREAS, the Mayor and Township Committee desire to obtain proposals for public grounds lawn mowing services for the Township of Plumsted; and

WHEREAS, the anticipated cost for aforementioned service is expected to exceed \$44,000.00 so as to require public bidding in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the Governing Body has determined it would be in the best interest of the Township to prepare and advertise such an RFP.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That the Mayor and Township Committee do hereby authorize the issuance of a Request for Proposals for public grounds lawn mowing services for the Township of Plumsted and shall determine the time and place for the receipt of said bids.
- 2. That a Notice to Bidders shall be published in regard to the receipt of bids in accordance with the specifications prepared by the Business Administrator and the Chief Financial Officer.

		-			
NAME	BOWEN	GRILLETTO	HAMMERSTONE	MARINARI	CUOZZO
AYES					
ABSTAIN					
NAYS					
ABSENT	-				

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>st</sup> day of FEBRUARY, 2024.

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE TOWNSHIP CLERK TO ADVERTISE FOR RECEIPT OF BIDS FOR SNOWPLOWING AND SALTING SERVICES WITHIN THE TOWNSHIP OF PLUMSTED

WHEREAS, it is the desire of the Mayor and Township Committee to advertise for and receive bids for snowplowing and salting services within the Township of Plumsted in accordance with the scope of services prepared by the Business Administrator and the Chief Financial Officer; and

WHEREAS, the anticipated cost for aforementioned service is expected to exceed \$44,000.00 so as to require public bidding in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That the Mayor and Township Committee do hereby authorize the advertisement and receipt of bids for snowplowing and salting services within the Township of Plumsted in accordance with the scope of services prepared by the Business Administrator and the Chief Financial Officer and shall determine the time and place for the receipt of said bids.
- 2. That a Notice to Bidders shall be published in regard to the receipt of bids in accordance with specifications prepared by the Township of Plumsted.

NAME	BOWEN	GRILLETTO	HAMMERSTONE	MARINARI	CUOZZO
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>ST</sup> day of FEBRUARY, 2024.

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION 2023-275 AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF PLUMSTED AND THE COUNTY OF OCEAN FOR THE FY 2023/24 MOVE OVER LAW ENFORCEMENT PROGRAM (M.O.L.E.P.)

WHEREAS, by Resolution 2023-275, adopted on October 5, 2023, the Township of Plumsted authorized the execution of a Shared Services Agreement with the County of Ocean for the Move Over Law Enforcement Program (M.O.L.E.P.); and;

WHEREAS, subsequent to receiving the signed agreement, the Prosecutor's Office advised that the rate of pay in the Agreement should be revised from \$65 to \$70 per hour, as shown on the attached Schedule "A"; and

**WHEREAS**, Resolution 2023-275 needs to be amended to authorize the execution of Shared Services Agreement with the County to revise the rate of pay for M.O.L.E.P. from \$65 to \$70 per hour.

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- That Resolution 2023-275 is hereby amended to authorize the Mayor to execute and the Township Clerk to attest to a Shared Services Agreement between the Township of Plumsted and the County of Ocean for the FY2023/24 Move Over Law Enforcement Program to revise the rate of pay from \$65 to \$70 per hour, a copy of which is attached hereto and made a part hereof as Schedule "A."
- 2. That a certified copy of this resolution shall be forwarded to Chief Earl Meroney, Plumsted Township Police Department; the Plumsted Township Finance Office, the Ocean County Prosecutor's Office and the Ocean County Board of Commissioners.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify
that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held
on the 1 <sup>ST</sup> day of FEBRUARY, 2024.

NADENE CICERO, RMC, CMR	
NADENE CICERO, RIVIC, CIVIR	
Deputy Municipal Clerk	

# RESOLUTION 2024-132 SCHEDULE A

## **Nadene Cicero - Deputy Municipal Clerk**

From:

Smith, Jaimie <JSmith@co.ocean.nj.us>

Sent:

Friday, January 19, 2024 10:15 AM

To:

Nadene Cicero - Deputy Municipal Clerk

Subject:

**Shared Agreement Contact** 

**Attachments:** 

Plumsted- Move Over.docx; plumsted township DRE.doc; plumsted township DWI.doc

You don't often get email from jsmith@co.ocean.nj.us. Learn why this is important

Good Morning,

Per our conversation here is the contracts for the shared agreements stating the rate of pay on the second page.

Thank you Jaimie



Jaimie Smith
Major Crime
Ocean County Prosecutors Office
(732) 929-2027 ext. 4098
Fax: 732-506-5363
jsmith@co.ocean.nj.us

# SHARED SERVICES AGREEMENT "MOVE OVER" LAW ENFORCEMENT PROGRAM

- 2. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - (a) The Municipality will provide department in-service training to those officers assigned to the **M.O.L.E.P.**
  - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the **M.O.L.E.P.**
- 3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
  - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the **M.O.L.E.P.**
  - (b) The County shall provide the Municipal Police Department with information on current **M.O.L.E.P.** activities within the Municipality during scheduled briefings.
- 4. **COMPENSATION.** The County shall pay the officers department at the rate of seventy (\$70.00) per hour for their performed hereunder. It is the responsibility of the individual officer's department to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.
- 5. **TERM.** This Agreement shall be retroactive from October 1, 2023 and shall continue in full force and effect until September 30, 2024.
- 6. **TERMINATION.** Either party to this Agreement may, be giving written notice to the other party, terminate this Agreement.
- 7. **RELATIONSHIP OF PARTIES.** The officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.
- 8. VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE
  DEPARTMENT. During the time of their assignment to the Prosecutor's Office, the officers shall continue to be governed by the rules and regulations of the Municipal Police Department.

  In the event of any violation of the rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

# SHARED SERVICES AGREEMENT "MOVE OVER" LAW ENFORCEMENT PROGRAM

- 9. VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE. The Prosecutor's Office shall assume responsibility for the actions of the officers during the period of their service in the M.O.L.E.P. and shall handle disciplinary action for the violation of the rules and regulations of the Prosecutor's Office. In its discretion, the Prosecutor's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Prosecutor's Office shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department, along with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.
- 10. **ASSIGNABILITY.** The Municipality shall not assign or transfer any of the work or services to be performed hereunder of any other interest in this Agreement without the prior written approval of the County.
- 11. **ENTIRE AGREEMENT,** This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.
- 12. **BINDING EFFECT.** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

# SHARED SERVICES AGREEMENT "MOVE OVER" LAW ENFORCEMENT PROGRAM

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and date first above written.

ATTEST:	MUNICIPALITY		
	By:		
CLERK	MAYOR		
ATTEST:	OCEAN COUNTY PROSECUTOR'S OFFICE		
	Ву:		
MARJORIE GIBBONS	BRADLEY D. BILLHIMER PROSECUTOR		
ATTEST:	COUNTY OF OCEAN		
	Ву:		
MICHELLE I. GUNTHER CLERK	JOSEPH H. VICARI DIRECTOR		

# SHARED SERVICES AGREEMENT "MOVE OVER" LAW ENFORCEMENT PROGRAM

THIS AGREEMENT made this _	day of	, by and <b>BETWEEN</b> :
		n of the State of New Jersey, having its offices
located at 121 Evergreen Rd., Plus	msted, New Jerse	y 08533, hereinafter referred to as
"Municipality". AND: THE COU	NTY OF OCEAN	, a body politic of the State of New Jersey,
having its offices at the Administration	tion Building, 101	Hooper Avenue, P.O. Box 2191, Toms River,
New Jersey, 08754, hereinafter refe	rred to as "County	"·
WHEREAS, resolution of t	he <u>Township</u> of <u>I</u>	Plumsted_dated,
authorization was given to enter inter-	o an Shared Servic	es Agreement with the County of Ocean Police
services, "Move Over" Law Enfor	cement Program	and
WHEREAS, the "Move Ove	r" Law Enforcem	ent Program (hereinafter referred to as
M.O.L.E.P.) is a traffic safet	y program run by the	e Ocean County Prosecutor's Office
(hereinafter referred to as "Pro	secutor's Office") fo	or the purpose of identifying, educating and removing
reckless drivers from the roady	vays; and	
WHEREAS, the M.O.L.E.P.	. receives funding fr	om the State of New Jersey and County of Ocean; and
WHEREAS, the Prosecutor's	Office and the Muni	cipality have determined it to be in
their mutual interest for the Municipali	ty to designate certa	in police officers to be assigned to M.O.L.E.P.; and
WHEREAS, the shared Service	es Act, N.J.S.A. 40:	8A-1 et seq., authorizes local units as defined in the
Act to enter into joint agreements for the	ne provision of gove	rnmental services; and
WHEREAS, the Municipality	wishes to enter into	an Agreement with the County for the purpose of
	egarding the assignn	nent of police officers employed by the Municipality
to the M.O.L.E.P.; and		
NOW, THEREFORE, in consideration	on of the mutual cove	enants and conditions hereinafter set forth pursuant to

1. **DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO M.O.L.E.P.** Upon request by the County, the Municipality shall designate those officers to be assigned to the

the authority provided by law, the parties hereby agree to and with each other as follows:

M.O.L.E.P. and shall provide the County with a list of those officers.

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION 2023-276 AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF PLUMSTED AND THE COUNTY OF OCEAN FOR THE FY 2023/24 DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM (D.W.I.E.P.)

**WHEREAS,** by Resolution 2023-276, adopted on October 5, 2023, the Township of Plumsted authorized the execution of a Shared Services Agreement with the County of Ocean for the Driving While Intoxicated Enforcement Program (D.W.I.E.P.); and;

WHEREAS, subsequent to receiving the signed agreement, the Prosecutor's Office advised that the rate of pay in the Agreement should be revised from \$65 to \$70 per hour, as shown on the attached Schedule "A"; and

**WHEREAS**, Resolution 2023-276 needs to be amended to authorize the execution of Shared Services Agreement with the County to revise the rate of pay for D.W.I.E.P. from \$65 to \$70 per hour.

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- That Resolution 2023-276 is hereby amended to authorize the Mayor to execute and the Township Clerk to attest to a Shared Services Agreement between the Township of Plumsted and the County of Ocean for the FY2023/24 Driving While Intoxicated Enforcement Program to revise the rate of pay from \$65 to \$70 per hour, a copy of which is attached hereto and made a part hereof as Schedule "A."
- 2. That a certified copy of this resolution shall be forwarded to Chief Earl Meroney, Plumsted Township Police Department; the Plumsted Township Finance Office, the Ocean County Prosecutor's Office and the Ocean County Board of Commissioners.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

#### CERTIFICATION

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify
that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held
on the 1ST day of FEBRUARY, 2024.

NADENE CICERO, RMC, CMR	
Deputy Municipal Clerk	

## **Nadene Cicero - Deputy Municipal Clerk**

## RESOLUTION 2024-133 SCHEDULE A

From:

Smith, Jaimie <JSmith@co.ocean.nj.us>

Sent:

Friday, January 19, 2024 10:15 AM Nadene Cicero - Deputy Municipal Clerk

To: Subject:

**Shared Agreement Contact** 

Attachments:

Plumsted- Move Over.docx; plumsted township DRE.doc; plumsted township DWI.doc

You don't often get email from jsmith@co.ocean.nj.us. Learn why this is important

Good Morning,

Per our conversation here is the contracts for the shared agreements stating the rate of pay on the second page.

Thank you Jaimie



Jaimie Smith
Major Crime
Ocean County Prosecutors Office
(732) 929-2027 ext. 4098
Fax: 732-506-5363
jsmith@co.ocean.nj.us

THIS AGREEMENT made this	day of	, by a	nd <b>BETWEEN</b> :
THE Township of Plumsted, a munic	ipal corporation of the	State of New Jersey, 1	having it's offices
located at 121 Evergreen Rd. Plumste	ed, New Jersey. 08533	, hereinafter referred t	o as "Municipality".
AND: THE COUNTY OF OCEAN,	a body politic of the S	tate of New Jersey, ha	wing its offices at
the Administration Building, 101 Hoo	per Avenue, P.O. Box	2191, Toms River, No	ew Jersey, 08754,
hereinafter referred to as "County".			
WHEREAS, resolution of the	Township of Plumstee	<u>d</u> dated	, authorization
was given to enter into an Shared Serv	vices Agreement with t	he County of Ocean P	olice services,
<b>Driving While Intoxicated Enforcen</b>	nent Program and		
WHEREAS, the Driving While	e Intoxicated Enforce	ment Program (herei	inafter referred to as
D.W.I.E.P.) is a traffic safety pro	ogram run by the Ocean	County Prosecutor's Of	fice
(hereinafter referred to as "Prosec	cutor's Office") for the p	urpose of identifying an	d removing
Intoxicated drivers from the roads	ways; and		
WHEREAS, the D.W.I.E.P. red	ceives funding from the	State of New Jersey and	County of Ocean; and
WHEREAS, the Prosecutor's Of	fice and the Municipality	y have determined it to b	pe in
their mutual interest for the Municipality	to designate certain polic	ce officers to be assigned	d to D.W.I.E.P.; and
WHEREAS, the shared Services	Act, N.J.S.A. 40:8A-1 e	et seq., authorizes local u	inits as defined in the
Act to enter into joint agreements for the p	provision of government	al services; and	
WHEREAS, the Municipality wi			
setting forth the terms and conditions rega	arding the assignment of	police officers employe	d by the Municipality
to the <b>D.W.I.E.P.</b> : and			

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the parties hereby agree to and with each other as follows:

DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO D.W.I.E.P. Upon request by the County, the Municipality shall designate those officers to be assigned to the D.W.I.E.P. and shall provide the County with a list of those officers.

- 2. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - (a) The Municipality will provide department in-service training to those officers assigned to the **D.W.I.E.P.**.
  - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the **D.W.I.E.P.**.
- 3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
  - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the **D.W.I.E.P.**.
  - The County shall provide the Municipal Police Department with information on current
     D.W.I.E.P. activities within the Municipality during scheduled briefings.
- 4. **COMPENSATION.** The County shall pay the officers department at the rate of seventy (\$70.00) per hour for their performed hereunder. It is the responsibility of the individual officer's department to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.
- 5. **TERM.** This Agreement shall be retroactive from October 1, 2023 and shall continue in full force and effect until September 30, 2024.
- 6. **TERMINATION.** Either party to this Agreement may, be giving written notice to the other party, terminate this Agreement.
- 7. **RELATIONSHIP OF PARTIES.** The officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.
- 8. VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE

  DEPARTMENT. During the time of their assignment to the Prosecutor's Office, the officers shall continue to be governed by the rules and regulations of the Municipal Police Department. In the event of any violation of the rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

- 9. VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE. The Prosecutor's Office shall assume responsibility for the actions of the officers during the period of their service in the **D.W.I.E.P.** and shall handle disciplinary action for the violation of the rules and regulations of the Prosecutor's Office. In its discretion, the Prosecutor's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Prosecutor's Office shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department, along with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.
- 10. **ASSIGNABILITY.** The Municipality shall not assign or transfer any of the work or services to be performed hereunder of any other interest in this Agreement without the prior written approval of the County.
- 11. **ENTIRE AGREEMENT,** This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.
- 12. **BINDING EFFECT.** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and date first above written.

ATTEST:	MUNICIPALITY		
	By:		
CLERK	MAYOR		
ATTEST:	OCEAN COUNTY PROSECUTOR'S OFFICE		
	Ву:		
MARJORIE GIBBONS	BRADLEY D. BILLHIMER PROSECUTOR		
ATTEST:	COUNTY OF OCEAN		
	Ву:		
MICHELLE I.GUNTHER CLERK	JOSEPH H. VICARI DIRECTOR		

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION 2023-277 AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF PLUMSTED AND THE COUNTY OF OCEAN FOR THE FY 2023/24 DRUG RECOGNITION EXPERT CALLOUT PROGRAM (D.R.E.C.P.)

WHEREAS, by Resolution 2023-277, adopted on October 5, 2023, the Township of Plumsted authorized the execution of a Shared Services Agreement with the County of Ocean for the Drug Recognition Expert Callout Program (D.R.E.C.P.); and;

WHEREAS, subsequent to receiving the signed agreement, the Prosecutor's Office advised that the rate of pay in the Agreement should be revised from \$65 to \$70 per hour, as shown on the attached Schedule "A"; and

**WHEREAS**, Resolution 2023-277 needs to be amended to authorize the execution of Shared Services Agreement with the County to revise the rate of pay for D.R.E.C.P. from \$65 to \$70 per hour.

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- That Resolution 2023-277 is hereby amended to authorize the Mayor to execute and the Township Clerk to attest to a Shared Services Agreement between the Township of Plumsted and the County of Ocean for the FY2023/24 Drug Recognition Expert Callout Program to revise the rate of pay from \$65 to \$70 per hour, a copy of which is attached hereto and made a part hereof as Schedule "A."
- 2. That a certified copy of this resolution shall be forwarded to Chief Earl Meroney, Plumsted Township Police Department; the Plumsted Township Finance Office, the Ocean County Prosecutor's Office and the Ocean County Board of Commissioners.

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NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT		V			

### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plum	sted, do hereby certify
that the foregoing resolution was duly adopted by the Plumsted Township Comm	ittee at a meeting held
on the 1 <sup>ST</sup> day of FEBRUARY, 2024.	

## **Nadene Cicero - Deputy Municipal Clerk**

RESOLUTION 2024-134
SCHEDULE A

From: Sent: Smith, Jaimie <JSmith@co.ocean.nj.us> Friday, January 19, 2024 10:15 AM

To:

Nadene Cicero - Deputy Municipal Clerk

Subject:

**Shared Agreement Contact** 

**Attachments:** 

Plumsted- Move Over.docx; plumsted township DRE.doc; plumsted township DWI.doc

You don't often get email from jsmith@co.ocean.nj.us. Learn why this is important

Good Morning,

Per our conversation here is the contracts for the shared agreements stating the rate of pay on the second page.

Thank you Jaimie



Jaimie Smith
Major Crime
Ocean County Prosecutors Office
(732) 929-2027 ext. 4098
Fax: 732-506-5363
jsmith@co.ocean.nj.us

THIS AGREEMENT made thisday of, by and BETWEEN: THE
Township of Plumsted, a municipal corporation of the State of New Jersey, having its offices
located at 121 Evergreen Rd. Plumsted, N.J. 08533, hereinafter referred to as "Municipality".
AND: THE COUNTY OF OCEAN, a body politic of the State of New Jersey, having its offices at
The Administration Building, 101 Hooper Avenue, P.O. Box 2191, Toms River, New Jersey, 08754,
Hereinafter referred to as "County".
WHEREAS, resolution of the <u>Township</u> of <u>Plumsted</u> dated, authorization
was given to enter into an Shared Services Agreement with the County of Ocean Police services,
Drug Recognition Expert Callout Program and
WHEREAS, the Drug Recognition Expert Callout Program (hereinafter referred to as
D.R.E.C.P.) is a traffic safety program run by the Ocean County Prosecutor's Office (hereinafter
referred to as "Prosecutor's Office") for the purpose of utilizing a DRE callout Program to assist with
identifying and removing Intoxicated drivers from the roadway; and
WHEREAS, the D.R.E.C.P. receives funding from the State of New Jersey and County of
Ocean; and
WHEREAS, the shared Services Act, N.J.S.A. 401:8A-1 et seq., authorizes local units as
defined in the Act to enter into a joint agreements for the provision of governmental services; and
WHEREAS, the Municipality wishes to enter into an Agreement with the County for the
purpose of setting forth the term and conditions regarding the assignment of police officers employed
by the Municipality to the D.R.E.C.P.; and
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth

pursuant to the authority provided by law, the parties hereby agree to and with each as follows:

1. **DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO D.R.E.C.P.** Upon request by the County, the Municipality shall designate those qualified DRE officers to be assigned to the **D.R.E.C.P.** and shall provided the County with a list of those officers.

- 2. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - (a) The Municipality will provide department in-service training to those officers assigned to the **D.R.E.C.P.**
  - (b) The Municipality will be responsible for conducting weapons qualification for those officers assigned to the **D.R.E.C.P.**
- 3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
  - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the **D.R.E.C.P.**
  - (b) The County shall provide the Municipal Police Department with information on current **D.R.E.C.P.** activities within the Municipality during scheduled briefings or callouts to other municipalities.
- 4. **COMPENSATION.** The County shall pay the officer's Municipality at the rate of seventy (\$70.00) per hour for their performance hereunder. It is the responsibility of the individual officer's Municipality to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.
- 5. **TERM**. This agreement shall be retroactive from October 1, 2023 and shall continue in full force and effect until September 30, 2024.
- 6. **TERMINATION.** Either party to this Agreement may, be giving written notice to the other party, terminate this Agreement.
- 7. **RELATIONSHIP OF PARTIES.** The officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.
- 8. VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE DEPARTMENT. During the time of their assignment to the Prosecutor's Office, the officers shall continue to be governed by the rule and regulations of the Municipal Police Department. In the event of any violation of the rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

#### 9. VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE.

- The Prosecutor's Office shall assume responsibility for the actions of the officers during the period of their service in the **D.R.E.C.P.** and shall handle disciplinary action for the violation of the rules and regulations of the Prosecutor's Office. In its discretion, the Prosecutor's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Prosecutor's Office shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department, along with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.
- 10. **ASSIGNABILITY.** The Municipality shall not assign or transfer any of the work or services to be preformed hereunder of any other interest in this Agreement without the prior written approval of the County.
- 11. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and no modifications hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.
- 12. **BINDING EFFECT.** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and date first above written.

ATTEST:	MUNICIPALITY		
	Ву:		
CLERK	MAYOR		
ATTEST:	OCEAN COUNTY PROSECUTOR'S OFFICE		
	Ву:		
MARJORIE GIBBONS	BRADLEY D. BILLHIMER PROSECUTOR		
ATTEST:	COUNTY OF OCEAN		
	Ву:		
MICHELLE I. GUNTHER CLERK	JOSEPH H. VICARI DIRECTOR		

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE COUNTY OF OCEAN REVISING THE ELECTRICAL AGREEMENT FOR SIGNALS LOCATED AT THE INTERSECTIONS OF MONMOUTH ROAD/537 AND HAWKIN ROAD/EMLEY'S HILL ROAD

WHEREAS, on April 7, 2021, the Township of Plumsted adopted Resolution 2021-169 which authorized the execution of an agreement with the County of Ocean for traffic signal upgrades for generator bypass installation located in Plumsted Township; and

WHEREAS, by letter dated January 5, 2024, the Ocean County Engineer advised that said electrical agreement needs to be revised to provide for the modification of a battery backup system and generator bypass accommodations; and

WHEREAS, it is the desire of the governing body to authorize the execution of an Agreement with the County of Ocean revising the electrical agreement for signals located at the intersections of Monmouth Road/537 and Hawkin Road/Emley's Hill Road to provide for traffic signal upgrades for generator bypass installation, as set forth in the attached Schedule "A".

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

- 1. That the Mayor and the Municipal Clerk of the Township of Plumsted are hereby authorized to execute an Agreement with the County of Ocean revising the electrical agreement for signals located at the intersections of Monmouth Road/537 and Hawkin Road/Emley's Hill Road to provide for traffic signal upgrades for generator bypass installation, as set forth in the attached Schedule "A."
- 2. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto.

**3.** That a certified copy of this resolution shall be forwarded to the Chief Financial Officer and the Ocean County Engineer.

	7.				
NAME	BOWEN	GRILLETTO	HAMMERSTONE	MARINARI	CUOZZO
AYES					
ABSTAIN					
NAYS					-
ABSENT					

## **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1st day of FEBRUARY, 2024.

## RESOLUTION 2024-135 SCHEDULE A

THIS AGREEMENT made this

day of

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between the COUNTY OF OCEAN, a body politic of the State of New Jersey, having its principal office and place of business at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754, hereinafter referred to as the "County" and the **Township of Plumsted**, a municipal corporation of the State of New Jersey, having its principal office and place of business at 121 Evergreen Road, New Egypt, New Jersey, 08533, hereinafter referred to as the "Township".

WHEREAS, the conditions at the intersection of County Road #14 (Monmouth Road/Route 537) & County Road #61 (Hawkin Road)/Emley's Hill Road in the Township of Plumsted (PLSD-4) in the County of Ocean, necessitate the installation of a Traffic Signal in order to improve safety and to expedite the safe movement of traffic; and

WHEREAS, the County has to construct and maintain said Traffic Signal at the aforesaid intersection:

WHEREAS, the Ocean County Board of Commissioners and Township of Plumsted executed an electrical agreement for the traffic signal at the intersection of County Road #14 (Monmouth Road/Route 537) & County Road #61 (Hawkin Road)/Emley's Hill Road in the Township of Plumsted (PLSD-4); and

WHEREAS, the agreement should be amended to provide for the modification of a battery backup system and generator bypass accommodations.

NOW, WITNESSETH, that the parties hereto, in consideration of mutual covenants and agreements contained herein, the Township and the County agree as follows:

- The Township shall provide through the utility company for the necessary electric current.
- 2. The Township will pay for all electric current and battery replacement to be used in the operation of said Traffic Signal.
- 3. The Traffic Signal shall be maintained, modified and reconstructed by the County of Ocean or others without expense to the Township, except such expenses as are mutually agreed upon and defined in other separate Schedule 'C' agreements between the County and the Township.

- 4. The Township shall supply the generators and required fuel to be used to power County owned traffic signals. The Township shall refuel the generators for the duration of operation. The generators shall meet or exceed the specification provided by the County to the Township.
- 5. The Township shall request the County to switching the traffic signal power supply to the Township supplied generator. Prior to the usage of the Township generator, County personnel shall inspect the signal to ensure the signal is operating according to plans and timing directives. The County personnel shall connect the generator to the traffic signal and confirm the signal operation.
- 6. Once the power has been restored, the Township shall notify the County.
  County personnel shall disconnect the generator from the controller and switch the power supply and confirm the signal operation.
- 7. Township agrees to provide, at its own expense and upon forty-eight (48) hours notice by the County to the Township Clerk, uniformed officers to direct traffic during installations, inspections or repairs related to the traffic signal system. The Township further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The Township agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the County of such. By acceptance of this Agreement, the Township also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the County, that are within the Township.
- 8. The County reserves the right to rescind this agreement in giving to the Township in six months' notice in writing of its intention to rescind, which notice shall be served upon the Chairman of the Township Council/Committee of the said Township.

This agreement shall be executed in duplicate. One copy shall be furnished to either party hereto and either copy shall be of equal import and legality.

IN WITNESS WHEREOF, the County of Ocean has caused these presents to be signed by the Director of its Board of Commissioners, attested to by the Clerk of said Board and its corporate seal affixed and the Township of Plumsted has caused these presents to be signed by its Mayor, attested to by its Clerk and its corporate seal to be affixed all the day and year first above written.

	COUNTY OF OCEAN
ATTEST:	
MICHELLE I. GUNTHER, CLERK BOARD OF COMMISSIONERS	, DIRECTOR BOARD OF COMMISSIONERS
ATTEST:	TOWNSHIP OF PLUMSTED
CLERK	MAYOR

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION 2024-87 APPOINTING MEMBERS TO THE SAFETY COMMITTEE FOR 2024

WHEREAS, Resolution 2024-87 adopted on January 1, 2024, appointed members to the Safety Committee for 2024;

**WHEREAS**, it is the desire of the Mayor and Township Committee to revise the members appointed by Resolution 2024-87.

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That Resolution 2024-87 is hereby amended so as to appoint members to the Safety Committee for the year 2024 as set forth in the attached Schedule "A.
- 2. That certified copies of this resolution shall be forwarded to the appointed members.

NAME	BOWEN	GRILLETTO	HAMMERSTONE	MARINARI	CUOZZO
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### **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>st</sup> day of FEBRUARY, 2024.

## RESOLUTION NO. 2024-136 SCHEDULE "A"

## **SAFETY COMMITTEE**

Greg Myhre, Safety Coordinator
Chief Earl Meroney, Public Safety Director/Police Department
Lieutenant Jason Reilly, Police Department
Rick Byrne, Fire Chief
Jodi Byrne, EMS Captain
Joe Paolo, Fire Marshal
Anthony Creen, Maintenance
Richard Damato, Maintenance
Alex Tkacenko, OEM
Jesus De La Cruz, OEM
Chris Stephenson, School Security
Dominick Cuozzo, Mayor
Robert Bowen, Committeeman
Herb Marinari, Deputy Mayor

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION 2024-69 APPOINTING MEMBERS TO THE PLUMSTED TOWNSHIP MUNICIPAL ALCOHOL AND DRUG ALLIANCE

WHEREAS, Resolution 2024-69 adopted on January 1, 2024, appointed members to the Plumsted Township Municipal Alcohol and Drug Alliance for the year 2024;

**WHEREAS**, it is the desire of the Mayor and Township Committee to revise the members appointed by Resolution 2024-69.

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

- 1. That Resolution 2024-69 is hereby amended so as to appoint members to the Plumsted Township Municipal Alcohol and Drug Alliance for the year 2024 as set forth in the attached Schedule "A.
- 2. That certified copies of this resolution shall be forwarded to the appointed members.

NAME	BOWEN	GRILLETTO	HAMMERSTONE	MARINARI	CUOZZO
AYES					
ABSTAIN					
NAYS					
ABSENT					

## **CERTIFICATION**

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 1<sup>st</sup> day of FEBRUARY, 2024.

## RESOLUTION NO. 2024-137 SCHEDULE "A"

## 2024 Municipal Alliance Members

Ann Funck, Coordinator

Linda Leutwyler, Chairwoman

Karen Brown

Thomas Chemris (SAC)

Jessica Drucker

Grace Kraemer, Youth Representative

David Leutwyler

Chief Law Enforcement Officer of Plumsted Township Police or his designee

Dominick Cuozzo, Committee Liaison

Herb Marinari, Committee Liaison

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION 2024-01, DESIGNATING VARIOUS MUNICIPAL APPOINTMENTS AND ASSIGNMENTS FOR THE YEAR 2024

**WHEREAS,** by Resolution 2024-01 adopted on January 1, 2024, the Governing Body of the Township of Plumsted made certain municipal appointments and assignments; and

**WHEREAS**, the Governing Body desires to amend Resolution 2024-01 to revise municipal appointments and assignments for the year 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

1. That Resolution 2024-01 is hereby amended so as revise municipal appointments and assignments for the year 2024, as set forth on the attached Schedule "A."

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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ABSTAIN					
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ABSENT					

## **CERTIFICATION**

I, NADENE CICERO, Municipal Clerk of the Township of Plumsted, do hereby	certify that
the foregoing resolution was duly adopted by the Plumsted Township Committee at a m	eeting held
on the 1st day of FEBRUARY, 2024.	

## RESOLUTION 2024-138 SCHEDULE "A" 2024 MUNICIPAL APPOINTMENTS AND ASSIGNMENTS

#### **DOMINICK CUOZZO - 2024**

Mayor
Community Events
Public Safety Committee
MUA
LUB
Board of Ed
Finance

### MICHAEL HAMMERSTONE - 2024

Buildings and Grounds (Includes Recreation Committee)
Police Department
Fire Department
Animal Control
Tech Committee
Master Plan
Community Development Block Grant
Historic Preservation Committee
LUB
Personnel

#### **BOB BOWEN - 2025**

Military and Veterans Affairs
9/11 Memorial Committee
Relay for Life
Cable TV
Community Development Block Grant
Council for the Arts
Land Preservation
Tech Committee
Memorial Bench Committee
Fire Department

## **HERBERT MARINARI - 2025**

Deputy Mayor
Board of Education
Buildings and Grounds (Includes Recreation Committee)
Community Events
Public Safety
MUA
Personnel
Municipal Alliance Drug and Alcohol Council

### LEONARD GRILLETTO - 2026

Finance Committee
Historic Preservation Committee
Joint Insurance Fund (JIF) Alternate
Library
Master Plan
Memorial Bench Committee
Military and Veterans Affairs
Personnel
Police Department
Community Events
SOS Program
Animal Control

## **GREG MYHRE**

JIF Commissioner