

RESOLUTION NO. 2023-265

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: Municipal Sewer Project
PILOT

ATTORNEY-CLIENT PRIVILEGE

POTENTIAL LITIGATION

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	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5th day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 15 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "ZONING" SO AS TO CREATE A NEW SECTION 15- 16, ENTITLED "BUILDING STANDARDS, COMMERCIAL"

BE IT ORDAINED, by the Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

SECTION 1. Chapter 15, entitled "Zoning" of the General Ordinances of the Township of Plumsted is hereby amended and supplemented so as to create a new § 15-16, entitled "Building Standards, Commercial," which shall read in its entirety as follows:

§ 15-16. Building Standards, Commercial

A. Purpose.

The provisions of this chapter shall constitute the standards to guide the Building Inspector or his agents in determining the fitness of a building or occupancy and if the building or occupancy has lawfully existed.

B. Title.

The said code established and adopted by this chapter is described and commonly known as the "Commercial Building Standards of New Jersey."

C. Definitions.

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

ADMINISTRATIVE AUTHORITY

The department, branch or agency of this municipality which is authorized by the adopting ordinance to administer the provisions of this code.

BUILDING

A structure enclosed with exterior walls or fire walls, built, erected and framed of component structural parts, designed for the housing shelter, enclosure and support of individual, animals or property of any kind. When used herein, "building" and "structure" shall be interchangeable except where the context clearly indicates otherwise.

CERTIFICATE OF CONTINUED OCCUPANCY

Indicating that as a result of a general inspection of the visible parts of the **exterior of the** building, no violations have been determined to have occurred and no unsafe conditions **violative of any construction code** have been found, and that the existing use of the building has heretofore lawfully existed.

CHANGE OF USE

A change from one use to another use in a building or tenancy or portion thereof.

COMMERCIAL

Of or connected with commerce, made or done for sale or profit.

EQUIPMENT

Plumbing, heating, electrical, ventilating, air conditioning, refrigerating and fire prevention/suppression equipment, and elevators, dumbwaiters, escalators, boilers, pressure vessels and other mechanical facilities or installations which are related to building services.

GARBAGE

The animal and vegetable and other organic waste resulting from the handling, preparation, cooking and consumption of food.

INFESTATIONS

The presence, within or around a building, of any insects, rodents or other pests **in violation of Ocean County Health Codes.**

INSPECTION

To look at carefully; to examine or review officially.

INSPECTOR

One who inspects; official examiner.

MAINTENANCE

The replacement or mending of existing work with equivalent materials for the purpose of safety, healthfulness and upkeep of the structure and the adherence to such other standards of upkeep as are required in the interest of public safety, health and welfare.

OCCUPANT

Any person or persons in actual possession of and occupying a building, including the owner.

OWNER

Any person properly authorized to exercise powers of or for an owner of property for purposes of its purchase, sale, use, occupancy or maintenance.

PRIOR APPROVALS

The necessary certifications or approvals issued, which are conditions precedent to the issuance of a continuous certificate of occupancy, as the case may be. Prior approvals shall include, but not be limited to, the following:

- (1) Letter **or lease** from the property owner approving an occupancy.
- (2) Zoning.
- (3) Water certification.
- (4) Sewer certification.
- (5) Ocean County Health (retail activities).
- (6) State Health (wholesale activities).

RUBBISH

Includes all combustible and noncombustible waste material, except garbage.

STRUCTURE

A combination of materials to form a construction for occupancy, use or ornamentation, whether installed on, above, or below the surface of a parcel of land.

USE GROUP

The classification of an occupancy.

UTILITIES

Includes electric, gas, heating, water and sewerage services and equipment therefor.

VACATE

To make vacant.

D. Water supply.

Every commercial structure shall be provided with a safe supply of potable water meeting the standards as set forth in Potable Water Standards as published by the New Jersey State Department of Health. The source of such water supply shall be approved by the New Jersey Department of Health and/or the Ocean County Health Department and pursuant to the adopted National Standard Plumbing Code as referenced in Section 7.21.5, entitled "Substitution and Omission of Fixtures." The minimum rate of flow of hot or cold water issuing from a faucet or fixture shall be in compliance of the adopted code enforced by the Building Department.

E. Facilities.

Every commercial building or occupancy shall provide the following facilities:

- (1) Every water closet and lavatory for each structure or occupancy shall be accessible from within the building without passing through any other structure or occupancy.
- (2) Every plumbing fixture shall be connected to water and sewer systems approved by the Ocean County Board of Health or the Plumsted Township Municipal Utilities Authority and shall be maintained in good working condition.
- (3) Every commercial structure or occupancy shall have water-heating facilities ~~which are installed and maintained in good and safe working condition,~~ connected with the hot- water lines required and capable of delivering water at a minimum temperature that is in compliance with the adopted code enforced by the Building Department.

F. Waste materials.

Garbage or other organic waste shall be stored in watertight receptacles of metal or other approved material. Such receptacles shall be provided with tight-fitting covers.

G. Lighting.

Every commercial building or occupancy shall have **lighting in compliance with applicable electrical codes** ~~and shall have maintained the approved lighting approved at the time the certificate of occupancy was issued.~~

H. Ventilation.

Every commercial building or occupancy shall have maintained the approved ventilation approved at the time the certificate of occupancy was issued.

~~I. Heating equipment.~~

~~Every commercial building or occupancy shall have and shall have maintained the approved heating equipment approved at the time the certificate of occupancy was issued. Every heating appliance, except for electrical, shall be properly vented to a chimney or flue leading to the outdoors.~~

J. Egress.

Every commercial building or occupancy shall have and shall have maintained a safe and unobstructed means of egress. Such means of egress shall lead to a safe and open space at ground level accessible to a street or approved area.

K. Elevators.

Every commercial building or occupancy having an elevator, dumbwaiter, etc., shall have an annual certification performed by the authorized authority. Said certification shall be posted and a copy shall be made available at the time of the inspection.

L. Fire-protection equipment.

- ~~(1) Every commercial building or occupancy having fire-protection equipment shall have an annual certification performed on its fire alarm, fire extinguishers and sprinkler system by a licensed agency. Said certification shall be posted, and a copy shall be provided at the time of the inspection.~~
- ~~(2) Every commercial building or occupancy having a kitchen suppression system shall have a six-month certification performed by a licensed agency. Said certification shall be posted, and a copy shall be provided at the time of the inspection.~~

This certifies that the property has been inspected under the Uniform Fire Safety and satisfies the requirements of the New Jersey Uniform Fire Code.

M. Maintenance standards.

Every commercial building or occupancy shall comply with the following maintenance standards, as appropriate:

- ~~(1) Every foundation, floor, wall, ceiling, door, window, roof or other part of a building or occupancy shall be kept in good repair and capable of the use intended by its design, and any exterior part or parts thereof subject to corrosion or deterioration shall be kept well maintained.~~
- (2) Every inside and outside stairway and appurtenance thereto shall be maintained in a sound condition and in good repair for its intended use and capable of supporting the load that normal use may cause to be placed thereto. Every stairway having three or more steps shall be properly bannistered and safely balustraded as approved when issued a certificate of occupancy.
- ~~(3) Every roof, wall, window, exterior door and hatchway shall be free from holes or leaks that would permit the entrance of water within a dwelling or be a cause of dampness.~~
- ~~(4) Every foundation, floor and wall of a dwelling shall be free from chronic dampness.~~
- (5) Every commercial building or occupancy shall be free from rodents, vermin and insects. The Ocean County Board of Health may require rodent or vermin extermination and rodent-proofing and vermin-proofing.
- (6) All exterior wiring and lighting shall be in good and operating condition.
- (7) All egress and ingress walkways shall be in a safe condition.
- (8) All associated outbuildings shall be in a safe condition.
- (9) All common areas shall be inspected for safe and operable condition (which shall include but not be limited to, boiler rooms, furnace rooms, storage areas and laundry rooms).

N. Certificate of occupancy.

- (1) Each commercial building or occupancy shall have been approved and issued a certificate of occupancy by the Building Department prior to application for a continuous certificate of occupancy.
- (2) All terms of the original certificate of occupancy must be met, which includes the use group, occupant load and live load. If an application proposes any deviations from

the original floor plan that impact the means of egress, occupant load, live load or dead load, the submission of a certification prepared by a licensed architect verifying the occupancy is required.

- (3) All prior approvals must be submitted with the application for a continuous certificate of occupancy.

O. The owners and occupants of commercial structures shall have the following responsibilities and duties:

- (1) No owner or occupant shall cause any services, facilities, equipment or utilities which are required under this code to be removed from, shut off or disconnected in any occupied commercial structure, except for such temporary interruption as may be necessary while actual repairs or alterations are in the process or during temporary emergencies when discontinuance of service is authorized by the Construction Official and/or the Fire Official of the appropriate fire district.
- (2) The owner of a commercial structure located in an area found by the Inspector(s) to be infested by rats, insects or other vermin shall carry out such rat stoppage, vermin proofing or other means of preventing infestations of said structure as may be required by the Ocean County Board of Health.
- ~~(3) No owner shall occupy or lease to an occupant any vacant structure or part thereof unless it is clean and sanitary.~~
- (4) Every owner of a commercial structure shall be responsible for maintaining in a clean and sanitary condition the common areas of the structure or premises thereof.
- (5) It shall be the responsibility of the owner, unless otherwise provided for under lease agreement, to provide for the orderly maintenance of the premises. The storage of objects or materials not covered in Subsections 7 and 8 of this section or not otherwise prohibited by municipal ordinance shall be done in an orderly manner so as to not constitute a health, safety or fire hazard.
- (6) Every occupant of a commercial structure shall keep in a ~~clean and~~ sanitary condition that part of the structure which he occupies and controls.
- (7) Every occupant of a commercial structure shall dispose of all his/her garbage and any other organic waste which might provide food for rodents by placing it in the garbage disposal facilities or garbage storage receptacles required by Section F. of this chapter.
- (8) Every occupant of a commercial structure shall dispose of his/her rubbish in a clean, sanitary manner by placing it in the rubbish containers required by Section F. of this chapter.
- (9) Every occupant of a commercial structure shall be responsible, unless provided for otherwise under a lease agreement, for the periodic removal of all garbage and rubbish from the premises each week in accordance with such regulations of this municipality for the collection of garbage and rubbish.
- ~~(10) — Every occupant of a commercial structure shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.~~
- (11) In the absence of a contract or agreement to the contrary, the owner shall be obliged **take all reasonable steps** to provide heat wherever heating facilities are under the control of the owner or whenever two or more occupancies are heated by a common facility.
- (12) The owner shall be responsible for compliance with provisions of this chapter not specified as the responsibility of the occupants.
- (13) The owner or occupant shall verify that the proposed occupancy is not a change of use prior to taking occupancy. Verification shall be made either through consultation with a licensed architect or verification by the Construction Code Official or his designee.

P. Powers and duties of Building Inspector.

The Building Inspector is hereby authorized and empowered to exercise all powers as may be necessary to carry out and effectuate the purpose and provisions of this chapter, including the following, in addition to other powers herein granted:

- (1) To inspect commercial structures and/or occupancies of the Township to determine if a continuous certificate of occupancy should be issued.
- (2) To administer oaths, affirmations, examine witnesses and receive evidence.
- (3) To enter upon premises for the purpose of making examinations, provided that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession.
- (4) If a notice of violation and orders to terminate have not been complied with, the Building Inspector, in addition to any other available remedies likely to bring about compliance, may request the legal counsel of the municipality, or of the joint enforcement agency, to institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation or to require the removal or termination of the unlawful use of the building or structure in violation of the provisions of this chapter or of the order or direction made pursuant thereto.
- (5) To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purpose of this chapter.

Q. Search warrants.

The Building Inspector or his agents, upon affidavit, shall apply to the Judge of the Municipal Court of the Township for a search warrant setting forth factually the actual conditions and circumstances that provide a reasonable basis for believing that a nuisance or violation of this chapter exists on the premises, and if the Municipal Judge is satisfied as to the matter set forth in the affidavit, he/she may authorize the issuance of a search warrant permitting access to and inspection of that part of the premises on which the nuisance or violation may exist. ~~A search warrant may also be issued for the routine, periodic inspection of all commercial structures in a given area based upon possible cause, such as passage of time since the last inspection, the nature of the buildings and structures involved, observation of deterioration of the general area and the like.~~

R. Continuous certificate of occupancy.

- (1) No person shall occupy as owner or occupant or rent to another for occupancy any commercial structure or unit, for the purposes of conducting business therein, which does not conform to the provisions of this chapter as the standard to be used in determining whether a commercial structure or occupancy is in compliance with its use group, safe, sanitary and fit for occupancy.

S. Service of notice.

Service of notice may be made by personal delivery or by leaving a copy at the structure or occupancy with a competent member of employment or at the usual place of abode of such person or by regular and certified mail.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. Since this ordinance is legislative in nature, there shall be the codification of same in the General Ordinance Book of the Township of Plumsted.

SECTION 5. This ordinance shall take effect after second reading and publication as required by law.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Plumsted held on the **4TH** day of **MAY, 2023** and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **1ST** day of **JUNE, 2023** at 7:00 PM, at the Municipal Building, 121 Evergreen Road, New Egypt, NJ 08533, at which time and place any person desiring to be heard upon the same will be given the opportunity to be so heard.

Pursuant to N.J.S.A. 40:49-2, as amended, further notice is hereby given that the purpose of the forgoing ordinance is to provide regulations for commercial building standards within the Township of Plumsted.

Members of the general public may obtain a copy of the ordinance without cost during normal business hours from the Municipal Clerk's Office, 121 Evergreen Road, New Egypt, New Jersey.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

ORDINANCE NO. 2023-12

AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 11 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED ENTITLED "CERTIFICATES OF INSPECTION," TO AMEND FEES FOR THE INSPECTION OF RENTAL PROPERTIES AND TO PROVIDE FOR THE ADMINISTRATION OF THE REQUIREMENTS IMPOSED BY THE STATE OF NEW JERSEY FOR LEAD PAINT INSPECTIONS OF CERTAIN RESIDENTIAL RENTAL DWELLINGS AND TO ESTABLISH FEES FOR INSPECTIONS

BE IT ORDAINED, by the Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

SECTION 1. Chapter 11 of the General Ordinances of the Township of Plumsted entitled "Certificates of Inspection," Article I, entitled "Rental Property," Section 8, entitled "Fees," Subsection A, entitled, "Amounts," Subsection (1)(a) is hereby amended and supplemented as follows:

- (1)(a) Each dwelling unit (including smoke alarm and carbon monoxide certifications) and each commercial unit: ~~one hundred twenty-five dollars (\$125)~~ one hundred fifty dollars (\$150) per unit every two (2) years. In the event violations are found the first reinspection will be fifty dollars (\$50); second reinspection—seventy-five dollars (\$75); third reinspection—Summons issued. A change in occupancy fee would be eighty dollars (\$80).

SECTION 2. Chapter 11 of the General Ordinances of the Township of Plumsted entitled "Certificates of Inspection," is hereby amended and supplemented so as to create a new Article 3, entitled "Lead-Based Paint Inspection for Residential Rental Dwellings," which shall read as follows:

Article 3. Lead-Based Paint Inspections for Residential Rental Dwellings

§11-17. Lead-Based Paint Inspections for Residential Rental Dwellings.

New Jersey law (P.L. 2021, c.182) requires that a certified lead evaluation contractor perform inspections of certain single-family, two-family, and multi-family residential rental dwellings for lead-based paint hazards. The dwelling owners/landlords are required by State law to have the inspection performed by either an inspector retained by the Township or by directly hiring a certified lead evaluation contractor for this purpose. The fee for an inspection by a Township retained inspector is set forth in Section 11-21 below.

§11-18. Requirement for Lead-Based Paint Inspection.

- A. All residential rental dwelling units required to be inspected under State law must initially be inspected for lead-based paint upon tenant turnover, but the first inspection must take place no later than July 22, 2024, in the event there has been no tenant turnover before that date.
- B. After the initial inspection, all units required to be inspected shall be inspected for lead-based paint hazards every two (2) years, or upon tenant turnover, whichever is earlier. An inspection upon tenant turnover is not required if the owner has a valid lead-safe certificate. Lead-safe certificates are valid for two (2) years. If the lead-safe certificate has expired, and there will be a tenant turnover, an inspection will be necessary before the two (2) year inspection.

§11-19. Exemptions from the Requirement for Lead Based Paint Inspections.

All single-family, two-family, and multiple rental dwellings must be inspected except for the following dwellings, which are exempt:

- A. Dwellings that were constructed during or after 1978.
- B. Single-family and two-family seasonal rental dwellings which are rented for less than six (6) months duration each year by tenants that do not have consecutive lease renewals.
- C. Dwellings that have been certified to be free of lead-based paint pursuant to N.J.A.C. 5:17-3.16(b).
- D. Multiple rental dwellings that have been registered with the Department of Community Affairs for at least ten (10) years and have no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the "Hotel and Multiple Dwelling Law" (N.J.S.A. 55:13A-1).
- E. Dwellings with a valid lead-safe certificate issued pursuant to P.L. 2021, c.182. Lead-safe certificates are valid for two (2) years from the date of issuance.

§11-20. Reporting Requirements for Owners/Landlords and Contractors.

- A. Owners/Landlords of all dwellings subject to the inspection requirements under this subsection shall register their unit(s) with the Township and provide the Township with up-to-date information on inspection schedules, inspection results, and tenant turnover.

- B. A copy of all lead-safe certifications issued for property located in the Township of Plumsted shall be provided to the Township by the evaluation contractor.
- C. An Owner/Landlord shall provide the Township with a copy of any lead-free certification issued pursuant to N.J.A.C. 5:17 for their unit(s).

§11-21. Fees for Lead-Based Paint Inspection for Residential Rental Dwellings.

The fees for lead-based paint inspections in residential rental dwellings shall be:

- A. New Jersey Certified Lead Paint Inspector/Risk Assessor Inspection: \$500
- B. NJ DCA Required Inspection Fee: \$20/inspection
- C. Lead Wipe Sample Analysis (where required). The number of wipe samples will be determined by the State of New Jersey.

§11-22. Violations and Penalties.

- A. A property owner/landlord within the Township of Plumsted shall comply with the requirements of P.L. 2021, c.182 and this Article. If a Township Official determines that a property owner has failed to comply with the inspection requirements of this Article, the property owner shall be given a thirty (30) day notice to cure any violation by ordering the necessary inspection or by initiating remediation. If the dwelling owner has not cured the violation within thirty (30) days, the owner shall be subject to a penalty not to exceed one thousand (\$1,000) dollars per week until the required inspection has been conducted or remediation efforts initiated.
- B. Any other violation of the provisions of this Article shall be subject to a fine of not less than fifty (\$50) dollars nor more than five hundred (\$500) dollars for each offense.

SECTION 3. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 5. Since this ordinance is legislative in nature, there shall be the codification of same in the General Ordinance Book of the Township of Plumsted.

SECTION 6. This ordinance shall take effect after second reading and publication as required by law.

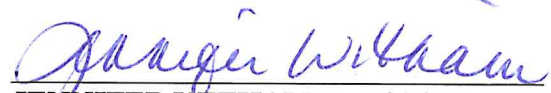
NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES	9/7/23	9/7/23	9/7/23	9/7/23	9/7/23
ABSTAIN					
NAYS					
ABSENT					

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Plumsted held on the **7th** day of **SEPTEMBER, 2023** and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **5th** day of **OCTOBER, 2023** at 7:00 PM, at the Municipal Building, 121 Evergreen Road, New Egypt, NJ 08533, at which time and place any person desiring to be heard upon the same will be given the opportunity to be so heard.

Pursuant to N.J.S.A. 40:49-2, as amended, further notice is hereby given that the purpose of the forgoing ordinance is to increase the fee for the two-year inspection of a dwelling unit to include the NJ DCA Required Inspection Fee for lead-based paint inspections, and to provide for lead-based paint inspections and fees for residential rental dwellings.

Members of the general public may obtain a copy of the ordinance without cost during normal business hours from the Municipal Clerk's Office, 121 Evergreen Road, New Egypt, New Jersey.


JENNIFER WITHAM, RMC, CMR
MUNICIPAL CLERK

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY REPEALING CHAPTER 38 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "NOISE"

BE IT ORDAINED, by the Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey as follows:

SECTION 1. Chapter 38 of the General Ordinances of the Township of Plumsted entitled "Noise," is hereby deleted in its entirety and replaced with the following: "Reserved."

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. Since this ordinance is legislative in nature, there shall be the codification of same in the General Ordinance Book of the Township of Plumsted.

SECTION 5. This ordinance shall take effect after second reading and publication as required by law.


NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES	9/1/23	9/7/23	9/7/23	9/7/23	9/7/23
ABSTAIN					
NAYS					
ABSENT					

NOTICE

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Pursuant to N.J.S.A. 40:49-2, as amended, further notice is hereby given that the purpose of the foregoing ordinance is to repeal Chapter 38 "Noise" because it has been incorporated into Chapter 39 "Nuisances."

Members of the general public may obtain a copy of the ordinance without cost during normal business hours from the Municipal Clerk's Office, 121 Evergreen Road, New Egypt, New Jersey.


JENNIFER WITHAM, RMC, CMR
MUNICIPAL CLERK

ORDINANCE NO. 2023-14

**AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN,
STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 46 OF THE
GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED
"PERSONNEL POLICY"**

BE IT ORDAINED, by the Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey that Chapter 46 of the General Ordinances of the Township of Plumsted, entitled "Personnel Policy," is hereby repealed and replaced in its entirety with the new Personnel Policies and Procedures of the Township of Plumsted.

SECTION 1. Chapter 46 Personnel Policy

Please refer to the Personnel Policies and Procedures of the Township of Plumsted.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. Since this ordinance is legislative in nature, there shall be the codification of same in the General Ordinance Book of the Township of Plumsted.

SECTION 5. This ordinance shall take effect after second reading and publication as required by law.

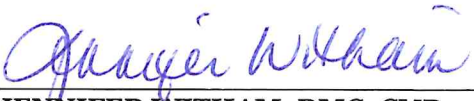
NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES	9/7/23	9/7/23	9/7/23	9/7/23	9/7/23
ABSTAIN					
NAYS					
ABSENT					

NOTICE

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Pursuant to N.J.S.A. 40:49-2, as amended, further notice is hereby given that the purpose of the forgoing ordinance is to repeal and replace the personnel manual for the Township of Plumsted with a new version.

Members of the general public may obtain a copy of the ordinance without cost during normal business hours from the Municipal Clerk's Office, 121 Evergreen Road, New Egypt, New Jersey.



JENNIFER WITHAM, RMC, CMR
MUNICIPAL CLERK

RESOLUTION NO. 2023-266

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF AN AMENDMENT TO
THE SHARED SERVICES AGREEMENT WITH THE
PLUMSTED MUNICIPAL UTILITIES AUTHORITY**

WHEREAS, the Township of Plumsted (the “Township”) has established a Plumsted Municipal Utilities Authority (“PMUA”), the purposes of which includes the provision of an adequate supply of water for public and private uses, and the provision of sewer collection and disposal services within certain areas of the Township; and

WHEREAS, by Resolution No. 2009-303 adopted on September 2, 2009, the Township authorized the execution of an Interim Shared Services Agreement with the PMUA (the “2009 Shared Services Agreement”) by which PMUA agreed to investigate a proposed sewer service plan and the Township agreed to fund the costs of such investigation from proceeds of obligations issued by the Township under Bond Ordinance 2009-07 adopted on April 1, 2009; and

WHEREAS, by Resolution No. 2013-274 adopted on October 2, 2013, the Township authorized the execution of an Interim Shared Services Agreement with the PMUA (the “2013 Shared Services Agreement”), by which the PMUA agreed to continue the investigation of a proposed sewer service plan and the Township agreed to fund the costs of such continued investigations from funds from the Township’s Redevelopment Project Escrow Fund; and

WHEREAS, by Resolution No. 2015-269, adopted on October 7, 2015, the Township authorized the execution of an Interim Shared Services Agreement with the PMUA (the “2015 Shared Services Agreement”), by which the Township agreed to fund the PMUA’s costs of such continued engineering and investigations related to the provision of sewer collection and disposal services within certain areas of the Township; and

WHEREAS, on October 15, 2014 the Township entered into a Redevelopment Agreement with Lennar Plumsted Urban Renewal, LLC (formerly known as Lennar Plumsted, LLC) (the “Redeveloper”), as amended by a First Amendment to Redevelopment Agreement dated October 8, 2018, for the construction of a Planned Residential Retirement Community (“PRRC”) of approximately 450 new homes; and

WHEREAS, part of that Redevelopment Plan includes the design, permitting, construction and installation by the Township of a sewer treatment plant (“STP”) which shall have a permitted capacity of up to six hundred thousand (600,000) gallons per day that will serve both the PRRC and the downtown New Egypt portion of the Township, together with the design, permitting, construction and installation of the network of collection piping and pumping improvements for the collection of sewer flow from the project site and certain portions of the Township (the “Collection System” and, together with the STP, the “Sewer Improvements”); and

WHEREAS, by Resolution No. 2019-105 on January 22, 2019, the Township authorized the execution of an Interim Shared Services Agreement with the PMUA (the “2019 Shared Services Agreement”), in order to expand the scope of services provided by the PMUA to the Township to include the construction and installation of the Sewer Improvements; and

WHEREAS, it is the intention of this Amendment (the “2023 Shared Services Agreement”) to set forth the consideration to be exchanged between the Township and PMUA the Authority’s use

of Township facilities for waiving sewer service fees for the Township municipal building at 121 Evergreen Road, New Egypt NJ.

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 hereby authorizes the execution of an Amendment to the Interim Shared Services Agreement with the PMUA, which is attached hereto as Schedule A (the "Amended 2023 Agreement"), to set forth the consideration to be exchanged between the Township and the PMUA the Authority's use of Township facilities and offices for waiving sewer services fees for the Township municipal building at 121 Evergreen Road, New Egypt, NJ.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Amended 2023 Agreement with the PMUA, as well as any other documents necessary to effectuate the terms of this resolution.
3. That this resolution shall become effective immediately.
4. That a certified copy of this resolution, together with a copy of the Amended 2019 Agreement shall be forwarded to the Township's Chief Financial Officer and to the Division of Local Government Services in the Department of Community Affairs.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 **5th** day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

AMENDMENT TO THE SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF PLUMSTED AND
PLUMSTED MUNICIPAL UTILITIES AUTHORITY

This Amendment is entered on this _____ day of _____, 2023 (the "Amendment").

Between the TOWNSHIP OF PLUMSTED, a Municipal Corporation of the State of New Jersey, with its principal place of business located at 121 Evergreen Road, Plumsted, New Jersey, (the "Township")

AND

The PLUMSTED MUNICIPAL UTILITIES AUTHORITY, a body Corporate and Politic of the State of New Jersey, operating under the provisions of N.J.S.A. 40:14B-1 et seq., with principal offices located at 121 Evergreen Road, Plumsted, New Jersey (the "PMUA")

WHEREAS, the Township and the PMUA have previously entered into a Shared Services Agreement as well as various amendments thereto; and

WHEREAS, the PMUA has now begun to collect, treat and discharge sewage waste within certain areas of Plumsted Township; and

WHEREAS, the Township owns public buildings which are now serviced by the PMUA; and

WHEREAS, it is the intention of this Amendment to set forth the consideration to be exchanged between the Township and PMUA for the Authority's use of Township facilities and offices for its operations;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, the parties do hereby agree as follows:

Section 1. In consideration for the use by the PMUA of certain Township office space to operate the Authority's system, the Authority hereby agrees to waive sewer service fees to Plumsted Township for its municipal building located at 121 Evergreen Road, New Egypt, NJ. The parties agree that such compensation is adequate to both the PMUA and Plumsted Township.

Section 2. Any and all provisions of the previously executed Shared Services Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this Amendment and the provisions of prior Shared Services Agreement, the provisions of this Amendment shall prevail.

Section 3. Counterparts. This Amendment may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Amendment.

Section 4. Severability. If any terms or conditions of the prior Shared Services Agreements or this Amendment are determined to be invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

IN WITNESS HEREOF the parties have caused their duly appointed Authorized Officers to execute this Amendment.

WITNESS AND ATTEST:

TOWNSHIP OF PLUMSTED

JENNIFER WITHAM, RMC
Municipal Clerk

By

ROBERT BOWEN, Mayor

WITNESS AND ATTEST:

**PLUMSTED MUNICIPAL
UTILITIES AUTHORITY**

CYNTHIA MACREYNOLDS
Secretary

By

BRIAN KUBIEL, Chairman

RESOLUTION NO. 2023-267

RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPROVING THE PUBLIC DISPLAY OF FIREWORKS AT LAURITA WINERY

WHEREAS, Laurita Winery has requested that the Plumsted Township Committee grant approval to conduct fireworks displays on October 6, 2023 and November 4, 2023 for a wedding at the venue, which is attached hereto as Schedule "A".

NOW, THEREFORE, BE IT RESOLVED by the Plumsted Township Committee that approval for the public display of fireworks on October 6, 2023 and November 4, 2023 for a wedding at the venue, which is attached hereto as Schedule "A" at Laurita Winery of 85 Archertown Road is hereby authorized, provided all required Township, County, State and Federal permits are submitted to and approved by the Plumsted Township Fire Marshal's Office.

BE IT FURTHER RESOLVED that a certified copy of this resolution be sent to Laurita Winery and the Plumsted Township Fire Marshal.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5th day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

Robert Bowen, Mayor
Herbert Marinari, Deputy Mayor
Dominick Cuzzo, Committeeman
Leonard Grilletto, Committeeman
Michael Hammerstone, Committeeman

Township of Plumsted



The States Center

121 Evergreen Road
New Egypt, NJ 08533
609-758-2241
609-758-0123 (fax)
www.plumsted.org

NOTIFICATION OF EVENT

(For any event over 25 People)

Please complete this form and return it to the Plumsted Municipal Clerk at 121 Evergreen Road, New Egypt, NJ 08533. Phone 609/758-2241, Fax 609/758-0123 Email: municipalclerk@plumsted.org

Organization Sponsoring Event: Laurita WineryType of Event: Wedding FireworksLocation of Event: Laurita WineryName of Contact: Jane WoodsPhone Number(s): 732.503.3297Email: Jane@lauritawinery.comDates and Times: 10/6/23 & 11/4/23Anticipated Number of People Attending Event: N/A.# of Pre-ticket Sales, if applicable: N/AAttendance at Previous Year's Event: N/A

Additional Info: ☒ Yes ☐ No Fireworks Saturdays between 8&9 pm by
Advanced Pyrotechnics w/Sunday rain date
☐ Yes ☒ No Food Trucks/Vendors – **If Yes, per Chapter 45 Peddling and
Soliciting of the Township of Plumsted Ordinances, a
Township permit is required.**
☐ Yes ☒ No Fire Pits - Weather permitting only. No pits if hot & dry.
☐ Yes ☒ No Will security be onsite?
☐ Yes ☐ No If so, will they be armed?

***Should ticket sales exceed your original attendance number, please let us know prior to the event. Our first responders must have access to the event if necessary. This request is in the interest of public safety.**

Copies to: Plumsted Police Dept.; First Aid; Fire; OEM; Main Streets; Fire Marshal; Township Committee; advise Township if C.E.R.T. members and/or Fire Police can provide street crossing safety services.

RESOLUTION NO. 2023-268

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
RENEWING A CONTRACT WITH FREIBERGER EXCAVATING LLC
TO PROVIDE 2023-2024 SNOWPLOWS/SALTING SERVICES
FOR THE TOWNSHIP OF PLUMSTED**

WHEREAS, Resolution No. 2021-296 effectuated a contract to provide 2021-2022 snowplowing/salting services for the Township of Plumsted with Freiburger Excavating, LLC; and

WHEREAS, in accordance with the provisions of N.J.S.A. 40A:11-15, the Township, upon notice to the Contractor prior to the expiration of the current term, may renew this agreement for two additional one (1) year terms.

WHEREAS, it is the desire of the Mayor and Township Committee of the Township of Plumsted to renew this contract for the second additional one (1) year term for 2023-2024 snowplowing/salting services for the Township of Plumsted with Freiburger Excavating, LLC in compliance with all applicable local, State and Federal statutes, laws and regulations.

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 of the Township of Plumsted authorizes the renewal of the snowplowing/salting services contract with Freiburger Excavating, LLC for the 2023-2024 season in compliance with all applicable local, State and Federal statutes, laws and regulations and is contingent upon attorney review.
2. That the Mayor and Township Clerk are authorized to execute the renewal of the contract for snowplowing/salting services for the 2023-2024 season for the Township of Plumsted with Freiburger Excavating, LLC contingent upon a Certification of Availability of Funds by the Plumsted Township Chief Financial Officer.
3. That a certified copy of this resolution be forwarded to the Chief Financial Officer and Freiburger Excavating, LLC.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5th day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-269

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE TOWNSHIP CLERK TO
ADVERTISE FOR THE RECEIPT OF PROPOSALS
FOR PROFESSIONAL SERVICES FOR 2024**

WHEREAS, it is the desire of the Mayor and Township Committee to advertise for and receive proposals for professional services in the Year 2024; and

WHEREAS, the anticipated fee for Professional Services is expected to exceed \$17,500.00 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 advertisement and the receipt of proposals for professional services in the Year 2024. The Township Clerk shall determine the time and place for the receipt of said proposals.
2. That a Notice to Bidders shall be published in regard to the receipt of proposals for professional services in the Year 2024 in accordance with specifications prepared by the Township of Plumsted.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5TH day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-270

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE MAYOR TO EXECUTE THE
NATIONAL ENERGY IMPROVEMENT FUND
CUSTOMER AUDIT ACCESS AGREEMENT**

WHEREAS, JCP&L/FirstEnergy New Jersey offers energy efficiency solutions through the National Energy Improvement Fund; and

WHEREAS, the Township Committee hereby authorizes the mayor to execute a customer audit access agreement in order to conduct a free energy audit for municipality-owned buildings.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the 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 the JCP&L/FirstEnergy New Jersey customer audit access agreement through the National Energy Improvement Fund.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5th day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-271

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AMENDING RESOLUTION NO. 2023-01
DESIGNATING VARIOUS MUNICIPAL APPOINTMENTS
AND ASSIGNMENTS FOR THE YEAR 2023**

WHEREAS, Resolution No. 2023-01 designated various municipal appointments and assignments.

WHEREAS, it is the desire of the Township Committee to add the PILOT program to the list of appointments and assignments for the Year 2023.

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 following municipal appointments and assignments are hereby amended as set forth in the attached Schedule "A".

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5th day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-271
SCHEDULE "A"
2023 MUNICIPAL APPOINTMENTS AND ASSIGNMENTS

ROBERT BOWEN - 2025

Mayor
9/11 Memorial Committee
Administrative & Finance
All Boards Council
Cable TV
Community Development Block
Grant (CDBG)
Community Events
Council for the Arts/Trustee
Emergency Medical Services (EMS)
Financial Planning Advisory Committee
Grant Programs
IT/Computer Advisory Committee
Joint Insurance Fund (JIF) Alternate
Land Preservation
Land Use Board
Main Streets
Personnel
Plan Endorsement Advisory Committee
Safety Committee
Shared Services
Solid Waste and Recycling
Streets and Roads

HERBERT MARINARI - 2025

Deputy Mayor
All Boards Council
Board of Education
Buildings and Equipment
Community Events
COVID-19 Response
Emergency Management
Environmental Committee
Fire Department
Fireworks
Municipal Alliance Drug & Alcohol Council
Municipal Utilities Authority (PMUA)
Playground Areas & Equipment
Recreation and Parks

MICHAEL HAMMERSTONE - 2024

Board of Education
Buildings & Equipment
Community Development Block Grant
(CDBG)
Historic Preservation Advisory Committee
Historical Preservation & Design Review
Advisory Committee
IT/Computer Advisory Committee
Land Use Board
Library
Master Plan
Memorial Bench Committee
Police Department
Recreation and Parks
Senior Meeting Room Trustee
Solid Waste and Recycling

DOMINICK CUOZZO - 2024

Emergency Management
Fire Department
Land Preservation
Municipal Alliance Drug & Alcohol Council
Municipal Utilities Authority (PMUA)
Relay for Life
Safety Committee
SOS Program (Senior Outreach Services)

LEONARD GRILLETTO – 2023

Emergency Medical Services (EMS)
Financial Planning Advisory Committee
Historic Preservation Advisory Committee
Historical Preservation & Design Review
Advisory Committee
Joint Insurance Fund Commissioner
Library
Main Streets
Master Plan
Memorial Bench Committee
Military and Veterans Affairs
Personnel
Pinelands Commission
PILOT Program
Police Department
Pride in Plumsted
Senior Meeting Room Trustee
Shared Services
SOS Program (Senior Outreach Services)
Streets and Roads
TNR (Trap-Neuter-Return) Welfare
Committee

RESOLUTION NO. 2023-272

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
ACKNOWLEDGING THE RECEIPT OF THE 2022 AUDIT**

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

WHEREAS, the Annual Report of Audit for the year 2021 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey do hereby state that they have complied with N.J.A.C. 5:30-6.5 and do hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 **5TH** day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-273

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY
AMENDING RESOLUTION 2022-121 SO AS TO
ESTABLISH A CHAPLAINCY PROCEDURE FOR
OPENING TOWNSHIP COMMITTEE MEETINGS WITH
AN INVOCATION TO BE IMPLEMENTED AS OF
JANUARY 1, 2024**

WHEREAS, the Township Committee of the Township of Plumsted (“the Committee”) is an elected legislative and deliberative public body, serving the citizens of the Township of Plumsted, County of Ocean, State of New Jersey; and

WHEREAS, the Committee wishes to solemnize its proceedings by allowing for an opening invocation before each monthly meeting, for the benefit and blessing of the Committee; and

WHEREAS, since colonial times, legislative prayer has been the consistent practice of Congress, state legislatures, and other deliberative public bodies; and

WHEREAS, our country’s Founders recognized that we possess certain rights that cannot be awarded, surrendered, or corrupted by human power, and the Founders explicitly attributed the origin of these, our inalienable rights, to a Creator. These rights ultimately ensure the self-government manifest in our deliberative bodies, upon which we desire to invoke divine guidance and blessing; and

WHEREAS, legislative prayer has continuously coexisted with the constitutional guarantee of freedom of religion and the prohibition against the establishment of religion; and

WHEREAS, the U.S. Supreme Court in *Marsh v. Chambers*, 463 U.S. 783, 103 S. Ct. 3330, 77 L.Ed.2d 1019 (1983), and in *Town of Greece, N.Y. v. Galloway*, 134 S. Ct. 1811, 1824 (2014) has held that legislative prayer is, indeed, constitutional; and

WHEREAS, the U.S. Supreme Court has said that, “in light of the unambiguous and unbroken history of more than 200 years, there can be no doubt that the practice of opening legislative sessions with a payer has become part of the fabric of our society.” *Town of Greece*, 134 S. Ct. at 1819 (quoting *Marsh v. Chambers*, 463 U.S. 783, 792 (1983)); and

WHEREAS, in *Town of Greece v. Galloway*, 572 U.S. ___, 2014 WL 1757828 (May 5, 2014), the United States Supreme Court validated opening prayers at town

council meetings finding that “legislative prayer lends gravity to public business, reminds lawmakers to transcend petty differences in pursuit of a higher purpose, and express a common aspiration to a just and peaceful society.” *Id.* at *7; and

WHEREAS, the Committee desires to avail itself of the Supreme Court’s recognition that it is constitutionally permissible for a public body to “invoke divine guidance” on its work. *Id.* at 792; and

WHEREAS, the Supreme Court has clarified that opening invocations are “meant to lend gravity to the occasion and reflect values long part of the Nation’s heritage” and should not show over time “that the invocations denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion.” *Town of Greece*, 2014 WL 1757828, at *11; and

WHEREAS, in *Town of Greece*, the Supreme Court rejected a challenge based on the religious content of the prayers and cautioned against government officials acting as “supervisors and censors of religious speech” by requiring that prayers be “generic” or “nonsectarian,” noting that “[t]he law and the Court could not . . . require ministers to set aside their nuanced and deeply personal beliefs for vague and artificial ones.” *Id.* at *10, *11. Further, the Court stated: “Once it invites prayer into the public sphere, government must permit a prayer giver to address his or her own God or gods as conscience dictates.” *Id.* at *11; and

WHEREAS, this Committee is not establishing a policy that defines the constitutional limits for permissible public invocation; rather, this Committee intends to adopt guidelines that are consistent with the guidance provided by several courts that have considered the validity of public invocations; and

WHEREAS, in *Marsh*, 463 U.S. 783, the U.S. Supreme Court specifically approved the opening invocations delivered by a chaplain appointed by a deliberative public body; and

WHEREAS, the Committee intends to adopt a policy that does not proselytize or advance any particular faith, or show any purposeful preference of one religious view to the exclusion of others; and

WHEREAS, the Committee intends to adopt a policy that will not show a purposeful preference of one religious view over another by not permitting the faith of the person offering the invocation to be considered when appointing a Chaplain; and

WHEREAS, the Committee believes that clergy that serve the local community are particularly suited through training, tradition, and public service to petition for divine guidance upon the deliberations of the Committee, and to accomplish the Committee's objective to solemnize public occasions, express confidence in the future, and to encourage the recognition of what is worthy of appreciation in society. See *Lynch v. Donnelly*, 465 U.S. 668, 693 (O'Connor, J. concurring); and

WHEREAS, the Committee accepts as binding the applicability of general principles of law and all the rights and obligations afforded under the United States and State of New Jersey Constitutions and statutes.

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

1. That the Township Committee do hereby reserve the right to open its public meetings with an invocation in order to solemnize the proceedings of the Township Committee, and that the policy of the Committee to allow for an invocation may include a prayer or a short solemnizing message offered before its meeting for the benefit of the Committee to accommodate the spiritual needs of public officials.
2. That once a year, at its reorganizational meeting, the Township Committee shall nominate a religious leader from an established religious congregation within the Township of Plumsted to serve as a Chaplain for the Committee from amongst those religious leaders from an established religious congregation within the Township of Plumsted who have indicated in writing to the Township Clerk, no later than December 15th of the year preceding the reorganizational meeting, the desire to serve as Chaplain for the Committee. The nomination will not be driven by the unique faith perspective of the nominee. The nominee receiving the most votes of the members of the Township Committee will be appointed as the Chaplain, and that in the event of a tie, another vote will be taken between the nominees having received the most votes, and that this process will continue until a single nominee receives the majority of the votes from the members present at the time of the vote, and that the incumbent Chaplain

shall continue with his or her present duties until such time as a new Chaplain is elected consistent with this policy.

3. That if more than one religious leader from an established religious congregation within the Township of Plumsted indicates in writing to the Township Clerk, no later than December 15th of the year preceding the reorganizational meeting, the desire to serve as Chaplain for the Committee but is not selected as Chaplain for that year, such religious leaders shall be placed on a rotating list, in alphabetical order by last name. If the Chaplain is to be absent from a meeting, the Chaplain shall so advise the Township Clerk, who will contact the religious leaders on the rotating list in alphabetical order to deliver the innovation in the Chaplain's absence as Substitute Chaplain. Once a religious leader has served as Substitute Chaplain, that religious leader shall be placed at the end of the rotating list.
4. That no member, or employee of this Committee, or any other person in attendance at the meeting shall be required to attend or participate in any prayer that is offered and such decision shall have no impact on the ability of the person to actively participate in the business of the Committee; and
5. That no member or employee of the Committee will direct the public to stand, bow, or in any way participate in the prayers, make public note of a person's presence or absence, attention or inattention during the invocation, or indicate that decisions of the Committee will in any way be influenced by a person's acquiescence in the prayer opportunity.
6. That the content of the invocation provided by the Chaplain shall express his or her private thoughts as governed by the dictates of his or her own conscience.
7. That no guidelines or limitations shall be issued regarding an invocation content, except that the Committee shall request by the language of this policy that no invocation should proselytize or advance any faith, or disparage the religious faith or non-religious views of others.
8. That the Committee shall not engage in any prior inquiry, review of, or involvement in, the content of any invocation to be offered by the Chaplain.

9. That to clarify the Committee's intentions, as stated herein above, the following disclaimer shall be included in at least ten (10) point font at the bottom of any printed program or schedule of events published by the Committee:

"Any invocation that may be offered before the official start of the Committee meeting is offered by a Chaplain who is expressing private thoughts as governed by his or her own conscience, to and for the benefit of the Committee. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Committee and do not necessarily represent the religious beliefs or views of the Committee in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to participate actively in the business of the Committee."

10. That this policy not be implemented or construed in any way to affiliate the Committee with, nor express the Committee's preference for, any particular faith or religious denomination.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 **5TH** day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-274

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AMENDING RESOLUTION NO. 2023-54
APPOINTING A MEMBER TO THE PLUMSTED
TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

WHEREAS, Resolution No. 2023-54 appointed a member to the Plumsted Township Municipal Utilities Authority; and

WHEREAS, Beth Kimmick was appointed as a member for a five (5) year term;

WHEREAS, the resolution stated said term was to commence February 1, 2023 and end January 31, 2027; and

WHEREAS, the correct five-year end term should have been January 31, 2028; and

WHEREAS, it is the desire of the Township Committee to amend the term end date to be January 31, 2028.

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 Beth Kimmick's five-year term is amended to commence February 1, 2023 and end on January 31, 2028.
- 2.** That a certified copy of this resolution shall be provided by the Township Clerk to Beth Kimmick, the PMUA Executive Director and the Plumsted Township Municipal Utilities Authority.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5TH day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-275

**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 FY2023/24
MOVE OVER LAW ENFORCEMENT PROGRAM (M.O.L.E.P.)**

WHEREAS, the Move Over Law Enforcement Program (M.O.L.E.P.) is a traffic safety program run by the Ocean County Prosecutor's Office for the purpose of identifying, educating and removing reckless drivers from the roadways and;

WHEREAS, the Prosecutor's Office and the Township have determined it to be in their mutual interest for the Township to designate certain police officers to be assigned to M.O.L.E.P.; and

WHEREAS, it is the desire of the Township Committee to enter into a Shared Services Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of police officers employed by the Township to the M.O.L.E.P.

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 FY2023/24 Move Over Law Enforcement Program ("M.O.L.E.P."), 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 30, 2024 and will be on file with the Clerk's office.
3. That the police officers will be paid at the rate of \$65.00 per hour by the County.
4. That a certified copies 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, 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 5TH day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

*continued on p. 2
Sched "A"*

SHARED SERVICES AGREEMENT
"MOVE OVER" LAW ENFORCEMENT PROGRAM

THIS AGREEMENT made this _____ day 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, 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 Agreement with the County of Ocean Police services, **"Move Over" Law Enforcement Program** and

WHEREAS, the **"Move Over" Law Enforcement Program** (hereinafter referred to as **M.O.L.E.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 identifying, educating and removing reckless drivers from the roadways; and

WHEREAS, the **M.O.L.E.P.** receives funding from the State of New Jersey and 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 **M.O.L.E.P.**; 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 **M.O.L.E.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 other as follows:

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

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, by 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

By:

MARJORIE GIBBONS

BRADLEY D. BILLHIMER
PROSECUTOR

ATTEST:

COUNTY OF OCEAN

By:

MICHELLE I. GUNTHER
CLERK

JOSEPH H. VICARI
DIRECTOR

RESOLUTION NO. 2023-276

**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 FY 2023/24 DRIVING WHILE INTOXICATED
ENFORCEMENT PROGRAM (D.W.I.E.P.)**

WHEREAS, the Driving While Intoxicated Enforcement Program (D.W.I.E.P.) is a traffic safety program run by the Ocean County Prosecutor's Office for the purpose of identifying and removing intoxicated drivers from the roadways; and

WHEREAS, the Prosecutor's Office and the Township have determined it to be in their mutual interest for the Township to designate certain police officers to be assigned to D.W.I.E.P.; and

WHEREAS, it is the desire of the Township Committee to enter into a Shared Services Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of police officers employed by the Township to the D.W.I.E.P.

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 FY 2023/24 Driving While Intoxicated Enforcement Program (D.W.I.E.P.), 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 30, 2024 and will be on file in the Clerk's Office.
3. That the police officers will be paid at the rate of \$65.00 per hour by the County.
4. That a certified copies 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, 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 5th day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

SHARED SERVICES AGREEMENT
DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM

THIS AGREEMENT made this ____ day 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, 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 Agreement with the County of Ocean Police services, **Driving While Intoxicated Enforcement Program** and

WHEREAS, the **Driving While Intoxicated Enforcement Program** (hereinafter referred to as **D.W.I.E.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 identifying and removing Intoxicated drivers from the roadways; and

WHEREAS, the **D.W.I.E.P.** receives funding from the State of New Jersey and 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 **D.W.I.E.P.**; 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 **D.W.I.E.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 other as follows:

1. **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.

SHARED SERVICES AGREEMENT

DRIVING WHILE INTOXICATED 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 **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.**.
 - (b) 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, by 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
DRIVING WHILE INTOXICATED 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 **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.

SHARED SERVICES AGREEMENT
DRIVING WHILE INTOXICATED 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

By:

MARJORIE GIBBONS

BRADLEY D. BILLHIMER
PROSECUTOR

ATTEST:

COUNTY OF OCEAN

By:

MICHELLE I. GUNTHER
CLERK

JOSEPH H. VICARI
DIRECTOR

RESOLUTION NO. 2023-277

**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 OCEAN COUNTY
PROSECUTOR'S OFFICE FOR THE DRUG RECOGNITION
EXPERT CALLOUT PROGRAM (D.R.E.C.P.) GRANT FOR FY 2023/24**

WHEREAS, the Drug Recognition Expert Callout Program (D.R.E.C.P.) is a traffic safety program run by the Ocean County Prosecutor's Office for the purpose of utilizing a DRE callout expert to assist with identifying and removing intoxicated drivers from the roadway; and

WHEREAS, the Prosecutor's Office and the Township have determined it to be in their mutual interest for the Township to designate certain police officers to be assigned to D.R.E.C.P.; and

WHEREAS, it is the desire of the Township Committee to enter into a Shared Services Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of police officers employed by the Township to the D.R.E.C.P.

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 FY2023/24 Drug Recognition Expert Callout Program, a copy of which is attached hereto and made part of Schedule 'A'.
- 2.** That the agreement shall be retroactive from October 1, 2023 and shall continue in full force and effect until September 30, 2024 and will be on file in the Clerk's Office.
- 3.** That the police officers will be paid at the rate of \$65.00 per hour by the County.
- 4.** That a certified copy of this resolution shall be forwarded to CFO June Madden, the Plumsted Township Police Department and the Ocean County Prosecutor's Office.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5th day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

SHARED SERVICES AGREEMENT
DRUG RECOGNITION EXPERT CALLOUT PROGRAM

THIS AGREEMENT made this _____ day 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 **Township of Plumsted** 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.

SHARED SERVICES AGREEMENT
DRUG RECOGNITION EXPERT CALLOUT 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 **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, by 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.

SHARED SERVICES AGREEMENT
DRUG RECOGNITION EXPERT CALLOUT 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 **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.

SHARED SERVICES AGREEMENT
DRUG RECOGNITION EXPERT CALLOUT 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

By:

MARJORIE GIBBONS

BRADLEY D. BILLHIMER
PROSECUTOR

ATTEST:

COUNTY OF OCEAN

By:

MICHELLE I. GUNTHER
CLERK

JOSEPH H. VICARI
DIRECTOR

RESOLUTION NO. 2023-278

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
ACCEPTING THE DONATION OF A COMMERCIAL HONDA
PRESSURE WASHER FOR THE TOWNSHIP OF PLUMSTED
FROM RJP HOTSY**

WHEREAS, Ryan Wig of RJP Hotsy has offered to donate a commercial Honda pressure washer to the Township of Plumsted; and

WHEREAS, it is the desire of the Mayor and Township Committee to accept the donation from Ryan Wig of RJP Hotsy for the Township of Plumsted.

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 accepts the donation of a commercial Honda pressure washer from Ryan Wig of RJP Hotsy for the Township of Plumsted.
2. The Mayor and Township Committee appreciate the generous donation.
3. That certified copies of this resolution shall be forwarded to the Finance Office and Ryan Wig.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5TH day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-279

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AMENDING RESOLUTION NO. 2023-30 DESIGNATING
EMPLOYEE SALARIES FOR VARIOUS POSITIONS IN ACCORDANCE
WITH THE SALARY ORDINANCE FOR THE YEAR 2023**

WHEREAS, the Township of Plumsted has adopted a salary ordinance setting a salary range for various positions; and

WHEREAS, it is desired of the Mayor and Township Committee to designate the employees salary for certain positions within said salary range for the year 2023.

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 following employee salaries for the positions noted shall be as follows for 2023.
2. That the longevity years of service payment has been included for eligible full-time employees pursuant to Ordinances 2001-19 and 2006-31; longevity frozen by Ordinance 2018-12.

Township Committee

Robert Bowen, **Thomas Calabrese (DOT 1/25/2023)**

Dominick Cuzzo, Leonard Grilletto,

Herb Marinari, **Michael Hammerstone (DOH 2/9/2023)** PT \$ 1.00 Each

Administrative Department Heads

Business Administrator 40 HRS \$ 31,836.24

Registered Municipal Clerk/Registrar (Per Contract) \$ 78,186.71

Assessment Search Officer \$ 4,857.96

Jennifer Witham TOTAL \$114,880.91

(Includes attendance at all meetings)

Chief Financial Officer FT \$ 64,772.42

Purchasing Agent \$ 4,416.32

New Hanover UCC Stipend \$ 1,000.00

Sharon Gower \$ 70,188.74

Municipal Court Administrator PT \$ 33.12/HR

Sandra Klumb (DOT 4/21/2023) Plus Call-Outs @ \$40.00 per call

Courtney Meyer (DOH 4/10/2023) \$ 33.00/HR

Plus Call-Outs @ \$40.00 per call

Tax Collector (Per Contract) FT \$ 76,638.23

Tax Search Officer \$ 4,875.97

Kelly Creighton TOTAL \$ 81,514.20

(Term-January 1, 2020-December 31, 2023)

Tax Assessor Theodore Tobiassen	PT (Salaried)	\$ 40,800.00
General Maintenance Working Supervisor		\$ 42,840.00
Recycling Coordinator		\$ 1,224.00
Randy Priest (DOT 2/3/2023)	40 HRS	TOTAL \$ 44,064.00
<u>Deputy Administrative Department Heads</u>		
Assistant Treasurer Tara Oliver (DOT 5/5/23)	35 HRS	\$ 48,200.00
Deputy Municipal Clerk (Meetings at \$150 each) Nadene Cicero	35 HRS	\$ 50,722.37
Deputy Municipal Court Administrator Jenny Zea-Acuna Court Sessions Plus Call-Outs	PT	\$ 28.70/hour \$100.00/per session \$ 40.00 per call
<u>Police Department & Public Safety</u>		
Public Safety Director & Police Chief Earl Meroney	40 HRS	\$ 110,500.00(No OT)
Lieutenant Jason Reilly	40 HRS	\$ 108,200.00(No OT)
Sergeant Frank Murphy (10/22/01) (Longevity Frozen)	40 HRS	\$ 91,800.00+OT \$ 1,000.00
		TOTAL \$ 92,800.00
Anthony Covone (9/20/05) (Longevity Frozen)	40 HRS	\$ 91,800.00+OT \$ 500.00
		TOTAL \$ 92,300.00
Gary Schaal (1/18/10)	40 HRS	\$ 91,800.00+OT
John R. Garrigan, Jr. (12/3/15)	40 HRS	\$ 91,800.00+OT
<u>Patrolmen</u>		
Sarah Talty (9/6/18) Step 5	40 HRS	\$ 55,000.00+OT
Michael Moeller (2/7/19) Step 5	40 HRS	\$ 55,000.00+OT
Kevin Leonard (9/13/19) Step 4	40 HRS	\$ 50,000.00+OT
Michael Miserendino (3/10/2022) Step 2	40 HRS	\$ 41,000.00+OT

Andrew Picinic (DOH 4/8/2022) Step 2		
(DOT 7/19/2023)	40 HRS	\$ 41,000.00+OT
Matthew Goldfluss (DOH 7/7/2022) Step 1	40 HRS	\$ 36,000.00+OT
(Step 2 on 7/7/2023)		
Ryan Zacco (DOH 7/7/2022 PT) Step 1	40 HRS	\$ 36,000.00+OT
(Will move to Step 2 on 11/1/2023)		
Remington Johnston (DOH 12/5/2022) Step 1	40 HRS	\$ 36,000.00+OT
(Will move to Step 2 on 12/5/2023)		
Pete Manata Jr. (DOH 9/11/2023) Step 1	40 HRS	\$36,000.00+OT
(Will move to Step 2 on 9/11/2024)		
Griffin Dublois (DOH 9/11/2023) Step 1	40 HRS	\$36,000.00+OT
(Will move to Step 2 on 9/11/2024)		

Current E.M.T. Certification for Patrolmen is \$500.00 per year in salary; lump sum payment paid last pay period of calendar year upon presentation of current E.M.T. certificate.

~~All officers working in accordance with the Ocean County DWI Shared Services Agreement (Grant Reimbursement Programs) will be paid \$55 per hour (Township reimbursed \$60 to include employer payroll taxes), as per Shared Services Agreement Amendment with Ocean County. All officers working in accordance with the Drug Recognition Expert Callout Program and FAST Program shall be paid \$55 per hour (Township reimbursed \$60 to include employer payroll taxes). All officers working in accordance with the DDEF Grant shall be paid at their overtime rate. All officers working in accordance with State and Federal Grants, with the exception of DDEF, will be paid at the rate of \$55 per hour.~~

All officers working in accordance with grant programs will paid according to the respective grant agreement and resolution. All officers working in accordance with the DDEF Grant shall be paid at their overtime rate.

Emergency Management Coordinator		
Alexander Tkacenko (DOH 1/30/2023)	PT (Salaried)	\$ 8,000.00
Public Information Officer		
Alan Drucker	PT (Salaried)	\$ 14,000.00

Various Positions

Municipal Court Judge		
Arnaldo Maestrey (DOH 3/2/2023)	PT (Salaried)	\$ 12,000.00
DWI Court Session (as per AOC Directive)		\$ 800.00/Session
Police Secretary (Changed 3/6/2023)	40 HRS	\$ 33,360.00
Land Use Board Secretary	PT	\$ 4,416.32
Longevity Frozen		\$ 2,000.00
Abandoned Property Clerk		\$ 2,653.02
Land Use Board Meetings at \$150 per meeting	TOTAL	\$ 42,429.34
Cynthia MacReynolds		

Clerk Typists		
Ayana Anderson-McCall (DOT 3/7/2023)	PT	\$ 17.00/HR
Pamela Lee	PT	\$ 17.34/HR
Brandi Robbins	PT	\$ 17.34/HR
Susan Smith (DOH 4/17/2023)	PT	\$ 17.00/HR
Michael Kemp (DOH 8/3/2023)	PT	\$ 17.00/HR
Municipal Court Clerks		
Josephine Ferranti	PT	\$ 25.00/HR
		\$ 100.00/Session
Catherine Parrino	PT	\$ 25.00/HR
		\$ 100.00/Session
General Maintenance Laborers		
Eddie Roman (DOT 5/15/2023)	40 HRS	\$ 35,000.00
Anthony Creen (Full Time 9/11/2023)	PT	\$ 16.00/HR
	40 HRS	\$ 37,000.00
Richard Damato (DOH 9/18/2023)	PT	\$ 18.00/HR
Jared Clark	PT	\$ 15.61/HR
Thomas Eccles	PT	\$ 15.30/HR
Recycling		
Jared Clark	PT	\$ 15.30/HR
Drug and Alcohol Alliance Coordinator		
Ann Funck	PT	\$ 6,067.23
Downtown Economic Development Executive Director		
TBD	PT	\$ 30.00/HR
		(Not to Exceed \$20,000 annually)
Clean Communities Coordinator		
Sharon Gower	PT	\$ 3,183.62
Code Enforcement Officer		
Ralph Rosamilia	PT	\$ 7,140.00
Zoning Officer		
Matthew Rack (DOH 6/5/23)	PT	\$ 15,000.00
Deputy Zoning Official		
Ralph Rosamilia	PT	\$ 7,140.00
<u>Construction Department</u>		
Construction Code Official	PT (Salaried)	\$ 23,460.00
New Hanover UCC Stipend		\$ 1,000.00
Kevin F. Schmalz, Sr. (DOH 3/3/2022)		
Ralph Rosamilia (Alternate)		

Matthew Rack (Alternate DOH 7/6/2023)		\$ 46.17/HR
Fire Subcode/Inspector	PT (Salaried)	\$ 6,120.00
New Hanover UCC Stipend		\$ 1,000.00
Kevin F. Schmalz, Sr.		
Fire Subcode/Inspector (Alternate)		
Thomas Banyacksi (DOH 2/21/2022)	PT	\$ 46.17/HR
Fred Fritz (DOH 6/6/2022)	PT	\$ 46.17/HR
Building Subcode/Inspector	PT (Salaried)	\$ 11,220.00
New Hanover Stipend		\$ 2,000.00
Matthew Rack (DOH 1/31/2022)		\$ 46.17/HR
Building Inspector		
TBD	PT	\$ 46.17/HR
Mobile Home Inspector		
Benjamin Silkowitz (DOH 3/7/2022)	PT (Salaried)	\$ 3,060.00
Resale/Rental Inspector		
(Smoke Detector & Housing Inspector Included)		
Matthew Rack	PT (Salaried)	\$ 11,220.00
Electrical Inspector/Subcode	PT (Salaried)	\$ 11,028.03
New Hanover UCC Stipend		\$ 2,000.00
Ralph Rosamilia		\$ 46.17/HR
Electrical Inspector (Alternate)		
Marcel Renson (DOH 3/3/2022)	PT	\$ 46.17/HR
Mark Butera (Alternate)	PT	\$ 46.17/HR
Plumbing Subcode/Inspector		
Kevin F. Schmalz, Sr.	PT (Salaried)	\$ 10,752.70
New Hanover UCC Stipend		\$ 2,000.00
		\$ 46.17/HR
Plumbing Inspectors		
New Hanover UCC Stipend	PT	\$ 2,000.00
Benjamin Silkowitz	PT	\$ 46.17/HR
Flood Plain Manager		
Matthew Rack (DOH 4/6/2023)	PT (Salaried)	\$ 5,000.00
Construction Technical Assistant/Rental Secretary		
Dena Kaiser	FT	\$ 36,414.00
New Hanover UCC Stipend		\$ 2,000.00
Zoning Officer (DOT 6/1/23)		

TOTAL \$ 38,714.00

1. These salaries shall be effective on January 1, 2023, unless indicated otherwise.
2. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 **5th day of OCTOBER, 2023.**

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-280

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
NJ DEPARTMENT OF TRANSPORTATION'S SAFE ROUTES TO
SCHOOL PROGRAM FOR THE "PLUMSTED TOWNSHIP
2024 SCHOOL ROUTES IMPROVEMENTS PROJECT"**

WHEREAS, the Township of Plumsted is applying to the New Jersey Department of Transportation's Safe Routes to School Program for funding to continue the Union Transportation Trail (UTT) through Plumsted, construct a pedestrian bridge, address sidewalk gaps, and add crosswalks and flashing pedestrian crossings signage throughout the municipality and Plumsted Township School District; and

WHEREAS, the project will help to continue and improve the promotion and encouragement of pedestrian and bicycle access and safety for school children and residents in the areas surrounding the New Egypt High School, New Egypt Middle School, and Dr. Gerald H. Woehr Elementary School; and

WHEREAS, maintenance of the facility, once constructed, will be assumed by the Township with the exception of (1) local ordinances that places maintenance responsibility with each individual property owner, and (2) those crosswalks on State or County Right-of-ways; and

WHEREAS, the Township will assign the Township Administrator, Jennifer Witham, or Mayor Robert Bowen to serve as the responsible charge for the project; and

WHEREAS, the municipality and the Plumsted Township School District recognize the value of interlocal cooperation as a way of reducing duplication and overlap of services as a means of efficient and economical utilization of resources; and

**NOW, THEREFORE, BE IT RESOLVED 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. The Mayor and Township Committee supports and authorizes the submission of electronic grant application titled "_____" to the Safe Routes to School Program within the State of New Jersey Department of Transportation and authorizes the Mayor, Township Administrator, and Township Clerk to execute any and all documents necessary and related to the submission of said grant application or grant agreement.
2. That a certified copy of this resolution be included with the grant application submitted to the NJ Department of Transportation.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 **5th** day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-281

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO,
IN GOD WE TRUST, IN THE TOWNSHIP OF PLUMSTED
CHAMBERS IN A PROMINENT LOCATION AT THE
MUNICIPAL BUILDING**

WHEREAS, IN GOD WE TRUST became the United States national motto on July 30, 1956 shortly after our nation led the world through the trauma of World War II; and

WHEREAS, the words have been used on U.S. currency since 1864; and

WHEREAS, the same inspiring slogan is engraved above the entrance to the Senate Chamber as well as above the Speaker's dais in the House of Representatives; and

WHEREAS, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and

WHEREAS, the Township desires to display this patriotic motto in the Committee chambers as a way to solemnize public occasions and express confidence in our society.

NOW, THEREFORE, BE IT RESOLVED by the Plumsted Township Committee hereby approves the historic and patriotic words of our national motto, IN GOD WE TRUST, shall permanently and prominently be displayed in the Township of Plumsted.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
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 5th day of **OCTOBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

PLUMSTED TOWNSHIP

Engineer's Report

10-03-2023



1. General Engineering Updates (42500 00)

Downtown Sidewalk Connection

- 09/05/23 Working on including this work into a Safe Streets to Schools Grant application, due 11/17/2023. Working with Stephanie Gundermann and will support her with plans and estimates as necessary. Pre-Application with NJDOT is on 09/20/2023.
- 09/26/23 Met w/ Grant application team and discussed responsibilities to submit an approveable project/grant

2. Tax Map Updates (42500 34)

- 01/26/23 Tax Maps updated and submitted to the County. Tax Maps to be submitted to the State for examination by 02/01/2023.
- 03/31/23 Received comments requesting many revisions. ERI is making the revisions, but will have some issues to resolve with the Tax Assessor.
- 10/03/23 No Update

3. NJDEP Stormwater Annual Report & Correspondence (42500 06)

- 07/06/23 ERI to prepare and submit a proposal for consideration at the next meeting to start mapping the stormwater collection system, inclusive of inlets and outfalls. We are actively working on the SPP Plan that outlines conformance processes and procedures.
- 07/13/23 Submitted proposal to Clerk.
- 10/03/23 42500 06A - Awaiting approval of proposal.

4. Field Investigations, Resident Complaints, Special Projects (42500 04)

Ongoing Storm Drain Issues to be investigated

- 11/28/22 Inlets listed below have been inspected. ERI to prioritize repairs and determine the most efficient way to contract for repairs based on cost estimate.
- 5 Hemlock – cracking around grate
- 166 Hemlock – across street, starting to sink
- 1 Hemlock – just past, grate rising up
- 47 Hemlock – across street, hole near storm grate - needs repairs
- Hawkin Point entrance from Hawkin Road at Huckleberry and 528 at Hornbeam Lane

PLUMSTED TOWNSHIP

Engineer's Report

10-03-2023



10/03/23 *Additional inlets requiring repairs*
 21 Hopkins Road
 Huckleberry needs repairs - ERI to investigate
 Corner of Hickory/Stadnick
 #20 Lauren Lane and sidewalk
 #14 Wythe inelt

5. Inlet Reconstruction Project (42528 00)

03/14/23 ERI preparing bid documents for the reconstruction of the following inlets:
 6 Holly Hill – across street, starting to sink
 27 Woods – starting to sink
 7 Jennifer Way – just past, starting to sink
 113 Bobbi's Terrace – inlet casting issue?
 122 Bobbi's Terrace – hole near mailbox, check piping
 Plum Ridge and Oak Leaf – hole near storm drain
 22 Plum Ridge – hole near storm drain grate nearest the corner
 15 Plum Ridge – across street, sinking at storm drain
 14 Plum Ridge – starting to sink at storm drain near woods
 3 Plum Ridge – storm drain near retention basin
 Oak Leaf Drive sinkhole?

06/20/23 Sent request for agreement, bonds, etc. to prepare contracts to Earle, being awarded 07/06/2023.

07/31/23 Contracts being prepared, will deliver to Township when ready for signature.

10/03/23 *Project under construction; partially complete.*

6. Oakford Lake Dam (42524 00)

05/01/23 Proposal awarded to Coastal Engineering for inspection. ERI to coordinate inspection.

06/23/23 Requested schedule from Coastal, inspection scheduled for 07/07/2023.

09/05/23 Awaiting inspection report, anticipate received mid-September.

09/10/23 *Inspection report received; requested budget estimate for repairs and some additional information.*

PLUMSTED TOWNSHIP

Engineer's Report

10-03-2023



7. Township Property Sewer Connections (42515 00)

05/02/23 Pay Estimate #2 and Change Order #1 submitted to the Township.
05/30/23 Awaiting approval to tie-in the Municipal Building.
06/23/23 Restoration required on Pine Street side on the outfield of the small field. Need credit for irrigation.
Awaiting approval to complete work at Municipal Building.
09/05/23 Awaiting approval to tie-in the Municipal Building.
10/03/23 Requested proposal from Contractor for re-routing of Municipal Bldg connection to force main on
Evergreen. Also awaiting proposal for repaving of area between rec building and parking lot at
Recreation Park.

8. On-Call Storm and Roadway Repair Contract (42518 22)

06/02/22 Contract is in place.
09/05/23 No Update

9. Historic NJDOT Municipal Aid Grants

2019 Loveman Road - \$350,750
2020 Tower Road - \$218,000
2021 Hopkins Road (3rd phase) - \$292,700
2022 Lakeview Drive - \$378,000
2023 Fieldcrest Drive / Brindletown Road - \$376,680
2024 - submitted June 26, 2023 for Jansen Court and Maria Drive
FY2025 - Plum Ridge Road - Tower Road to Oak Leaf Drive
FY2026 - Brymore Road

10. FY2022 NJDOT – Lakeview Drive (42523 22C)

03/24/23 Meeting scheduled with NJDEP for outfall replacement permitting for early March. Once permits are
submitted, design plans will be finalized and prepared for bidding.
05/01/23 Awaiting NJDEP permit approval.
07/06/23 Will submit for NJDOT approval asap while waiting on NJDEP outfall replacement approval.
07/31/23 Finalizing construction plans for NJDOT approval.
10/03/23 Awaiting approval from NJDOT and NJDEP. NJDOT extension approved, award required by 04/2024.

PLUMSTED TOWNSHIP

Engineer's Report

10-03-2023



11. FY2023 NJDOT – Fieldcrest Drive & Brindletown Road (42523 23)

- 03/31/23 Field surveying complete, working on base/design plans. Scope of project to be determined upon meeting with Township in early April for roads.
- 07/31/23 Working on construction plans. Will submit to NJDOT for approval to bid.
- 09/05/23 Design work complete, finalizing specifications and will submit to NJDOT for approval.
- 10/03/23 *PS&E package submitted to NNJDOT, awaiting review comments or approval to bid.*

12. 2023 Road Improvements (42591 00)

- 07/18/23 Proposal submitted for Hotchkins Dr., N. Success Rd., Reiner Rd., Teakwood Ct., Blanche Dr.
- 10/03/23 *Requested survey from survey dept. for all roads plus Lepky. Awaiting schedule for survey.*

13. Lepky Avenue (42592 00)

- 09/11/23 Issued report for options for Lepky Avenue
- 10/03/23 *Preparing proposal for Lepky Avenue Improvements - Option 2 w/ FDR, already requested survey.*

14. FY2022 CDBG Project – (42522 22C)

- 03/31/23 Award recommendation issued for \$25,900.00 to Shore Top Construction.
- 07/06/23 Pre-Construction Meeting scheduled for 07/12/23 at 1:00 PM
- 07/31/23 Basketball Court has been resurfaced; cannot stripe for 30 days (mid-August).
- 09/05/23 Awaiting schedule for final striping of court.
- 10/03/23 *Striping and restoration work has been completed. Construction complete, will prepare payment and closeout documentation.*

15. 17 Main Street Parking Lot Resurfacing

- 07/06/23 Requesting quotes for resurfacing of the parking lot at 17 Main Street. Will have recommendation submitted for consideration at next meeting.
- 07/31/23 5 Quotes received, awaiting funding confirmation prior to proceeding.
- 10/03/23 *Awaiting direction from Township on how to proceed.*

PLUMSTED TOWNSHIP

Engineer's Report

10-03-2023



16. EME Quarterly Inspections (42514 00)

01/26/23 Annual license was approved; Q1 inspection to be completed.
07/31/23 Will inspect for Q2.
10/02/23 Coordinating Q3 inspection.

17. New Egypt Speedway (42517 02)

05/30/23 Applicant heard on 05/02/23, application carried to future meeting after testimony. Additional information to be submitted.
06/22/23 Additional information submitted by the Applicant, under review.
07/31/23 Conditionally approved at LUB Meeting.
10/03/23 No update.

18. Venue at Longview (Crosswicks) (42501 00)

10/03/23 Home construction ongoing in Phases 7-9.

17. Fox Chase Development – Noreika (42526 00)

11/28/22 ERI working on a letter report of remaining work.
01/18/23 Issued punch list and cost estimate for punch list work.
10/03/23 No update.

18. Babbitt Major Site Plan (42503 00)

02/28/23 Issued letter of conformance w/ request for fees/bonds/escrows.
10/03/23 No update. Escrow shortage, no work.

19. Maple Avenue Major Subdivision (42536 00)

09/05/23 Informal meeting held on 09/01/2023. Property been determined to be split zoned; developer to amend application.
10/03/23 Application for Interpretation on agenda for 10/3/23 at Land Use Board.

