

## RESOLUTION NO. 2023-300

### 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:** Block 19, Lot 13

#### **ATTORNEY-CLIENT PRIVILEGE**

**POTENTIAL LITIGATION:** Noreika Subdivision

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 7<sup>th</sup> day of **DECEMBER, 2023**.

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**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

**RESOLUTION NO. 2023-301**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE QUALIFIED PURCHASING AGENT  
AND TOWNSHIP ENGINEER TO SOLICIT BIDS FOR  
ROAD SURFACE REPAIRS**

**WHEREAS**, there is a need to solicit bids for certain emergency road projects including storm drain and culvert repair and replacement, that are not included in DOT grant projects; and

**WHEREAS**, it is the desire of the Mayor and Township Committee to authorize the Qualified Purchasing Agent and Township Engineer to go out to bid for certain emergency road projects, excluding DOT grant projects, for a two year contract with an optional additional one year.

**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 authorize the Qualified Purchasing Agent and Township Engineer to solicit bids for certain emergency road surface repairs, not included in DOT grant projects, for a two year contract with an optional additional one year.
2. That certified copies of this resolution shall be forwarded to the Plumsted Township Finance Office and the Township Engineer.

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 day of 7<sup>TH</sup> day of **DECEMBER, 2023**.

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**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

**RESOLUTION NO. 2023-302**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE REFUND OF 2023  
DUPLICATE PAYMENT OF TAXES**

**WHEREAS**, the Tax Collector for the Township of Plumsted has requested that the Township Committee authorize the refund of 2023 duplicate payment of taxes to the following in the amount set forth below in the attached Schedule "A"; and

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

**WHEREAS**, the total amount to be refunded under this resolution is \$8,605.94.

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

1. That the Mayor and Township Committee do hereby authorize the Tax Collector to refund 2022 3<sup>rd</sup> quarter overpayment of taxes in accordance with the Schedule "A", attached hereto and made a part hereof.
2. That the aforementioned refund is contingent upon the execution of a Township voucher by the respective individuals as listed on the Schedule "A".
3. That a certified copy of this resolution be forwarded to the Tax Collector and CFO for 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 7<sup>TH</sup> day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

Resolution No. 2023-302 Schedule 'A'

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

Date: November 7, 2023

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk  
Finance

From: Kelly Creighton, Tax Collector

Subject: Refund duplicate payment of Rollback Taxes (2020, 2021, 2022)  
Block 47 Lot 26.01 QFARM  
88 Hopkins Rd

Please Make checks Payable to:

Justin and Jessica Sarnak  
502 Roscld Ave.  
Deal, NJ 07723

Total TTL Fund: \$8,605.94

Please return checks to Tax Collector for disbursement.

**Thank You**



**RESOLUTION NO. 2023-303**

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

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

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

**WHEREAS**, said letters are attached hereto and made a part hereof as Schedule "A"; and

**WHEREAS**, the amounts to be redeemed and paid under this resolution is \$37,292.26.

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

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

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

**CERTIFICATION**

**I, 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 7<sup>TH</sup> day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

Resolution No. 2023-303 Schedule 'A'

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

Date: November 17, 2023

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk  
Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert # 21-00032  
Block 80 Lot 18  
370 Longswamp Rd.

Please Make checks Payable to:

TRYSTONE CAPITAL ASSESTS LLC  
PO BOX 1030  
BRICK, NJ 08723

Total TTL Fund: \$18,792.26

Total Premium Acct: \$18,500.00

Please return checks to Tax Collector for disbursement.

**Thank You**

**RESOLUTION NO. 2023-304**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
CANCELLING 2023 AND REFUNDING PROPERTY TAXES DUE  
TO TOTALLY DISABLED VETERAN STATUS EFFECTIVE 11/28/23 FOR  
THE OWNER OF 9 TONI DRIVE (BLOCK 77, LOT 97.05)**

**WHEREAS**, the Tax Collector for the Township of Plumsted has requested that the Township Committee authorize cancelling 2023 taxes due to Totally Disabled Veteran Status effective 11/28/23 to the owner of 9 Toni Drive (Block 77 Lot 97.05) as set forth in the attached Schedule "A"; and

**WHEREAS**, the Tax Collector also requested the refund of the partial 4<sup>TH</sup> Quarter taxes to (Block 77, Lot 97.05; ) as set forth in the attached Schedule "A".

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

1. That the Mayor and Township Committee do hereby authorize the Tax Collector to cancel partial 4<sup>th</sup> Quarter 2023 taxes due to Totally Disabled Veteran Status effective 11/28/22 to the owner of 9 Toni Drive (Block 77 Lot 97.05) in accordance with the Schedule "A" attached hereto and made a part hereof.
2. That the Tax Collector is hereby authorized to refund the partial 4<sup>TH</sup> Quarter 2023 taxes to the owner of 9 Toni Drive (Block 77, Lot 97.05) as set forth in the attached Schedule "A".
3. The Mayor and Township Committee thank them for their military service.
4. That a certified copy of this resolution be forwarded to the Tax Collector and Chief Financial Officer for the Township of Plumsted.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

**CERTIFICATION**

**I, 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 7<sup>TH</sup> day of **DECEMBER, 2023**.

\_\_\_\_\_  
**JENNIFER WITHAM**  
**Municipal Clerk**

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

Date: 11/29/2023


To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk  
Finance

From: Kelly Creighton, Tax Collector

Subject: Refund partial 2023 4<sup>th</sup> quarter taxes due to payment on TDV  
Block 77 Lot 97.05  
9 Toni Drive

Please Make checks Payable to:

  
9 Toni Dr  
New Egypt, NJ 08533

Total Current Fund: \$989.83

Please return checks to Tax Collector for disbursement.

**Thank You**



**RESOLUTION NO. 2023-305**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
RECOGNIZING 85 YEARS FOR NEW EGYPT FIRST AID SQUAD  
AND IT'S SUCCESSOR, PLUMSTED FIRE DISTRICT #1  
EMERGENCY MEDICAL SERVICES**

**WHEREAS**, the first meeting of the New Egypt First Aid Squad was called to order by chairman Dr. J.E. Obert on January 6th, 1938; and

**WHEREAS**, there were 21 charter members and officers were duly nominated and elected; and

**WHEREAS**, on January 11, 1938, a special meeting was called by President Norman (Rocky) Rockhill for the purpose of how to go about incorporating the squad and on February 23<sup>rd</sup>, corporation papers were signed, sealed and delivered to the State of New Jersey; and

**WHEREAS**, the New Egypt First Aid and Emergency Squad became incorporated on March 25th, 1938; and

**WHEREAS**, on a motion, and seconded, a committee was appointed to contact the Township Committee to place a sum of money to be raised by taxation in the 1938 budget for the First Aid Squad; and

**WHEREAS**, on August 2, 1938 a 1938 La Salle ambulance was purchased for \$2,500. Money for the La Salle was raised through bake sales, donations and members had to pay 10 cents to attend meetings.

**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 recognize 85 years of service for the New Egypt First Aid Squad and it's successor, Plumsted Fire District #1 Emergency Medical Services.
2. That a certified copy of this resolution be forwarded to Plumsted Fire District #1.

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 7<sup>TH</sup> day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

**RESOLUTION NO. 2023-306**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE TOWNSHIP OF PLUMSTED TO CONTINUE  
AS A PARTICIPATING MEMBER OF A COOPERATIVE  
PURCHASING ARRANGEMENT WITH THE TOWNSHIP OF  
MANCHESTER AS LEAD AGENCY, FOR THE PURPOSE OF PURCHASING  
ELECTRIC GENERATION SERVICES AND ENERGY AGGREGATION  
SERVICES FOR RESIDENTS OF THE TOWNSHIP OF PLUMSTED  
VIA A GOVERNMENT ENERGY AGGREGATION PROGRAM**

**WHEREAS**, on September 5, 2012 the Township of Plumsted ("Township") adopted Ordinance No. 2012-11 establishing a Government Energy Aggregation program in accordance with the provisions of the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq., such program referred to as the Plumsted Community Energy Aggregation ("PCEA"), for the purpose of obtaining electricity cost savings for the residents of the Township; and

**WHEREAS**, since 2012 the Township has implemented six rounds of the PCEA program, each resulting in a contract with a power supplier procured through a competitive procurement process that has resulted in cost savings to participating Township residents as compared to the prevailing price for electric generation service (a.k.a. 'power supply') assessed by Jersey Central Power and Light ("JCP&L") through its Basic Generation Service tariff; and

**WHEREAS**, on October 21, 2013 the Township of Manchester, Ocean County, New Jersey ("Manchester") adopted Ordinance No. 13-009 establishing a Government Energy Aggregation ("GEA") program in the Township, such program referred to as the Manchester Community Energy Aggregation ("MCEA"), in accordance with the provisions of the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq.; and

**WHEREAS**, in February 2017 Manchester successfully completed a competitive procurement process and awarded a contract for the first round of the MCEA program, for provision of electric generation service by a third-party supplier at a price that was lower than the prevailing price for power supply assessed by JCP&L through its Basic Generation Service tariff, such contract term began in June 2017 and expired in June 2019; and

**WHEREAS**, the Township was informed in 2019 that Manchester intended to establish a cooperative purchasing entity, for which it would serve as Lead Agency, for the purpose of procurement of electric generation service and energy aggregation services on behalf of itself and participating member municipalities for Manchester's and other participating municipalities' GEA programs; and

**WHEREAS**, Manchester successfully formed a cooperative pricing system in January, 2019, called the Manchester Energy Aggregation Procurement Cooperative ("MEAPC"), with Manchester designated to serve as Lead Agency thereof, for the purposes of obtaining power supply under future rounds of Manchester's Community Energy Aggregation ("MCEA") for residents of Manchester, and also for other Municipalities, at a price that is lower than the prevailing price for power supply assessed by JCP&L through its BGS tariff, and,



**WHEREAS**, the MEAPC was approved by the DCA as a purchasing cooperative, effective January 31, 2019, and approved through January 31, 2024, and Manchester has successfully acted as lead agent of the MEAPC program since commencement of the cooperative and would like to continue the cooperative pricing system, and,

**WHEREAS**, the Township and Manchester determined in 2019 that it would be advantageous to the residents of both the Township and Manchester to jointly implement the next rounds of their Government Energy Aggregation programs through a cooperative purchasing initiative, to achieve economies of scale and attract increased attention of prospective bidding suppliers and,

**WHEREAS**, the Township and Manchester have now determined that it will be advantageous to the residents of both the Township and Manchester to continue to jointly implement the next rounds of their Government Energy Aggregation programs through the cooperative purchasing initiative and, as a result, the Township has determined that it is in the best interests of its residents to continue its participation in the MEAPC for the purpose of purchasing electric generation services and energy aggregation services for residents of the Township for the PCEA program; and

**WHEREAS**, the Township and Manchester have determined that Manchester is best suited to continue to serve as Lead Agency of the MEAPC; and

**WHEREAS**, the Lead Agency will from time to time during the Effective Period (from date of adoption through January 31, 2029 hereinafter referred to as "Effective Period") issue one or more Requests for Proposals ("RFPs") for electric generation services and energy aggregation services for residents of the Township and Manchester, pursuant to Local Public Contract Law Regulations, the Government Energy Aggregation Act and applicable New Jersey Board of Public Utilities regulations pertaining to Government Energy Aggregation programs;

**NOW, THEREFORE, BE IT RESOLVED** that the Township is hereby authorized to continue as a participating member of the MEAPC cooperative purchasing system to be renewed by the Township of Manchester, Ocean County, New Jersey, for the purpose of obtaining energy at as low a cost as possible for residential participants through a GEA program, and to authorize Manchester to list the Township as a continuing participating member of the cooperative purchasing system in its renewal application to the DCA for the cooperative purchasing system; and, be it

**FURTHER RESOLVED** that the Township shall not authorize Manchester, as Lead Agency, to make an award of a contract to an electric power supplier on the Township's behalf, unless and until a bid is received in response to an RFP that provides pricing for power supply for the Township's participating residents that provides cost savings as compared to the cost of utility-supplier power, and that is otherwise in compliance with applicable law and regulations; and be it

**FURTHER RESOLVED** that this Resolution shall take effect immediately upon passage. Unless rescinded sooner by this body, the authorization provided to Manchester shall be valid until January 31, 2029 (the Effective Period) at which time the Township's participation in the cooperative purchasing system will be subject to renewal. Any rescission or expiration of this resolution shall not affect any Agreements entered into prior to such rescission or expiration.

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 7<sup>TH</sup> day of **DECEMBER, 2023**.

BY: \_\_\_\_\_  
**Robert Bowen, Mayor**

\_\_\_\_\_  
**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

**RESOLUTION NO. 2023-307**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL  
OF THE CENTRAL JERSEY HEALTH INSURANCE FUND  
INDEMNITY AND TRUST AGREEMENT**

**WHEREAS**, a number of public entities in the State of New Jersey have joined together to form the CENTRAL JERSEY HEALTH INSURANCE FUND, hereafter referred to as "the FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq., and;

**WHEREAS**, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

**WHEREAS**, the statutes and regulations governing the creation and operation of a joint health insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such the FUND;

**WHEREAS**, the governing body of Plumsted Township, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the LOCAL UNIT hereby agrees as follows:

- i. Renew membership with the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
  - a.) Health Insurance and/or Dental Insurance and/or Prescription Coverage as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.

**BE IT FURTHER RESOLVED** that the governing body of the LOCAL UNIT is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Insurance and 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 7<sup>TH</sup> day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

**RESOLUTION NO. 2023-308**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN INTER-LOCAL SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF PLUMSTED AND THE OCEAN COUNTY PROSECUTOR'S OFFICE FOR UTILIZATION OF THE PHOENIX AUTOMATED PROPERTY REPORTING SYSTEM (PAPR)**

**WHEREAS**, the Ocean County Prosecutor's Office ("Prosecutor") recognizes the nationwide retail theft and residential theft problem and the market for stolen items through pawn, scrap and second property dealers; and

**WHEREAS**, the Prosecutor has purchased the PAPR system created by Pro Phoenix, Inc. which is designed to track property transactions with pawned, scrap metal, and second hand property dealers and allow law enforcement to search, flag, hold, and set alerts for stolen property; and

**WHEREAS**, it is the desire of the Township Committee to enter into an Inter-Local Service Agreement between the Township of Plumsted and the Prosecutor for utilization of the Phoenix Automated Property Reporting System (PAPR).

**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 an Inter-Local Service Agreement between the Township of Plumsted and the Ocean County Prosecutor's Office for utilization of the Phoenix Automated Property Reporting System (PAPR), a copy of which is attached hereto and made part of as Schedule "A."
2. That the agreement shall remain in effect until terminated by either party upon ninety (90) days written notice to the other party.
3. That a certified copy of this resolution shall be forwarded to CFO Sharon Gower; the Plumsted Township Police Department; 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 7<sup>th</sup> day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**





**RESOLUTION 2023- 908**  
**SCHEDULE A**

**Ocean County Prosecutor's Office**

**Inter-Local Service Agreement for Phoenix Automated Property Reporting System (PAPR)**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Ocean County Prosecutors Office, whose address is 119 Hooper Avenue, Toms River, New Jersey, hereinafter referred to as the Lead Agency and the \_\_\_\_\_ (Municipality), hereinafter called the Participating Agency, whose address is \_\_\_\_\_.

The Ocean County Prosecutor's Office functions as the Chief Law Enforcement agency for the County of Ocean. The Ocean County Prosecutor recognizes the nationwide retail theft and residential theft problem, and the market for stolen items, through the pawn, scrap and second property dealers. As a result, the Prosecutor has purchased the PAPR system created by Pro Phoenix Inc., a public safety software company, and intends to continue to fund the annual costs of the PAPR system and its portal/cloud based access. The PAPR system is designed to track property transactions with pawned, scrap metal, and second hand property dealers and allow law enforcement to search, flag, hold, and set alerts for stolen property.

**Provision of Basic Services and Maintenance Fees**

The Participating Agency shall ensure that the qualifying businesses (pawned, scrap metal, and second hand property dealers) in their jurisdiction are registered with, and utilizing the PAPR system consistent with their Municipality's mercantile or business license. Each qualifying business will be required to pay an annual fee of \$350.00 (adjusted annually) to Pro Phoenix,



Inc. There is no startup, enrollment, or annual fee to the Participating Agency so long as the qualifying businesses are required to pay their annual fee to Pro Phoenix, Inc.

#### **Maintenance and Equipment**

The Lead Agency shall be responsible for annual costs of the PAPR system and its internal user and system administration. The Participating Agency shall be responsible for the maintenance of its own agency's equipment and related hardware and ensuring all qualified businesses are registered and utilizing the PAPR system. User administration and system administration for the individual jurisdiction shall be arranged between Pro Phoenix, Inc., and the Participating Agency.

#### **Software, Licensing and Airtime**

The Lead Agency is responsible for the licensing related to the software only. The Participating agency shall be responsible for all other related costs, including, but not limited to hardware, air time and internet connection

#### **Location and Use**

The Participating Agency shall ensure that the qualifying businesses in their jurisdiction comply with the PAPR system. The Participating Agency shall comply with all the laws of the State in which the equipment is located and with all federal, state, county and local laws.

#### **Duration**

This agreement is in effect until terminated by either the Lead Agency or the Participating Agency on 90 days written notice to the other party.

**Assignment of Interest**

Neither this agreement nor any other right or interest created by the agreement may be assigned by a Participating Agency in any respect whatsoever.

**Exclusion of Oral Statements**

This document represents the entirety of the agreements between the parties. No oral or other statements, proposals, or agreements shall be binding on the parties hereto.

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 OF THE BOARD

\_\_\_\_\_  
JOSEPH H. VICARI  
DIRECTOR

**RESOLUTION NO. 2023-309**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING PAYMENT OF SEWER LOANS**

**WHEREAS**, Ordinance 2021-02 of the Township of Plumsted provides for a special assessment of the cost related to sanitary sewer installation for approximately 600 existing property owners who are required to connect to the sanitary sewer system (the “Sewer System”) within the Township; and

**WHEREAS**, the Township and the Plumsted Municipal Utilities Authority are offering each existing property owner who is eligible to connect to the Sewer System a loan to assist with the funding of the construction of the lateral connection of the property to the Sewer System and the cost to abandon in place the existing septic or cesspool system; and

**WHEREAS**, the maximum loan amount shall be \$4,000 for property owners whose main building is located within 150 lineal feet of the Sewer System and \$6,000 for property owners whose main building is located in excess of 150 lineal feet of the Sewer System and an additional \$6,000 for those properties requiring a grinder pump;

**WHEREAS**, sewer loan applications were received and approved by the Executive Director of the Plumsted Municipal Utilities Authority by the property owner(s) listed on the attached Schedule ‘A’; and

**WHEREAS**, it is the desire of the Township Committee to authorize payment of a sewer loan to the property owner(s) on the attached Schedule ‘A’.

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

1. That the Mayor and Township Committee hereby authorizes the payment of a sewer loan to the property owner(s) listed on the attached Schedule ‘A’.
2. That certified copies of this resolution shall be forwarded to Sharon Gower, CFO, the PMUA, and to the property owner(s) on 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 7<sup>TH</sup> day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

Resolution No. 2023-309 Schedule A

BLOCK & LOT	NAME	ADDRESS	AMOUNT OF LOAN
25/10.01	William & Laura Goedeke	36 Jacobstown Road	\$ 4,000.00

**RESOLUTION NO. 2023-310**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A DISCHARGE OF MORTGAGE FOR RONALD HARRISON & CARRIN HARRISON, FOR 17 FORT AVE., BLOCK 14, LOT 9, IN THE TOWNSHIP OF PLUMSTED**

**WHEREAS**, by Resolution 2022-346 adopted on December 1, 2022, the Township authorized the payment of a sewer loan in the amount of \$4,000 to Ronald Harrison & Carrin Harrison ("Harrison") for 17 Fort Ave., also known as Block 14, Lot 9, on the Tax Map of the Township of Plumsted; and

**WHEREAS**, said sewer loan was recorded on January 12, 2023, as a Mortgage in the Ocean County Clerk's Office in Book 19273 at Page 844, as shown on the attached Schedule "A"; and

**WHEREAS**, the \$4,000 sewer loan was repaid to the Township of Plumsted by Harrison on July 27, 2023, as shown on the attached Schedule "B";

**WHEREAS**, in order to discharge the mortgage of record a Discharge of Mortgage must be filed by the Township with the Ocean County Clerk; and

**WHEREAS**, it is the desire of the Township Committee to authorize the Mayor to sign, and the Municipal Clerk to attest to, the Discharge of Mortgage attached hereto as Schedule "C."

**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 governing body hereby authorizes the Mayor to sign and the Municipal Clerk to attest to the Discharge of Mortgage for Ronald Harrison & Carrin Harrison, for 17 Fort Ave., also known as Block 14, Lot 9, on the Tax Map of the Township of Plumsted, for the repayment of a sewer loan recorded on January 12, 2023, as a Mortgage in the Ocean County Clerk's Office in Book 19273 at Page 844, in the amount of \$4,000, which is attached hereto as Schedule "C."
2. That certified copies of this resolution shall be forwarded to Sharon Gower, CFO, the PMUA, and to Ronald Harrison & Carrin Harrison.

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 **7th** day of **DECEMBER, 2023**.

---

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

**RESOLUTION NO. 2023-311**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A DISCHARGE OF MORTGAGE FOR COMPASS HOLDINGS, LLC, FOR 31 NORTH MAIN, BLOCK 10, LOT 22, IN THE TOWNSHIP OF PLUMSTED**

**WHEREAS**, by Resolution 2022-332 adopted on November 3, 2022, the Township authorized the payment of a sewer loan in the amount of \$4,000 to Compass Holdings, LLC ("Compass") for 31 North Main, also known as Block 10, Lot 22, on the Tax Map of the Township of Plumsted; and

**WHEREAS**, said sewer loan was recorded on January 12, 2023, as a Mortgage in the Ocean County Clerk's Office in Book 19273 at Page 772, as shown on the attached Schedule "A"; and

**WHEREAS**, the \$4,000 sewer loan was repaid to the Township of Plumsted by Compass on July 27, 2023, as shown on the attached Schedule "B";

**WHEREAS**, in order to discharge the mortgage of record a Discharge of Mortgage must be filed by the Township with the Ocean County Clerk; and

**WHEREAS**, it is the desire of the Township Committee to authorize the Mayor to sign, and the Municipal Clerk to attest to, the Discharge of Mortgage attached hereto as Schedule "C."

**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 governing body hereby authorizes the Mayor to sign and the Municipal Clerk to attest to the Discharge of Mortgage for Compass Holdings, LLC, for 31 North Main, also known as Block 10, Lot 22, on the Tax Map of the Township of Plumsted, for the repayment of a sewer loan recorded on January 12, 2023, as a Mortgage in the Ocean County Clerk's Office in Book 19273 at Page 772, in the amount of \$4,000, which is attached hereto as Schedule "C."
2. That certified copies of this resolution shall be forwarded to Sharon Gower, CFO, the PMUA, and to Compass Holdings, 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 **7th** day of **DECEMBER, 2023**.

---

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**



**RESOLUTION NO. 2023-312**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE EXECUTION OF A DISCHARGE OF  
MORTGAGE FOR JAMES CAMPOS FOR 21 BROWN LANE,  
BLOCK 13, LOT 36, IN THE TOWNSHIP OF PLUMSTED**

**WHEREAS**, by Resolution 2023-176 adopted on May 4, 2023, the Township authorized the payment of a sewer loan in the amount of \$6,000 to James Campos ("Campos") for 21 Brown Lane, also known as Block 13, Lot 36, on the Tax Map of the Township of Plumsted; and

**WHEREAS**, said sewer loan was recorded on July 20, 2023, as a Mortgage in the Ocean County Clerk's Office in Book 19436 at Page 1626, as shown on the attached Schedule "A"; and

**WHEREAS**, the \$6,000 sewer loan was repaid to the Township of Plumsted by Campos on July 28, 2023, as shown on the attached Schedule "B";

**WHEREAS**, in order to discharge the mortgage of record a Discharge of Mortgage must be filed by the Township with the Ocean County Clerk; and

**WHEREAS**, it is the desire of the Township Committee to authorize the Mayor to sign, and the Municipal Clerk to attest to, the Discharge of Mortgage attached hereto as Schedule "C."

**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 governing body hereby authorizes the Mayor to sign and the Municipal Clerk to attest to the Discharge of Mortgage for James Campos for 21 Brown Lane, also known as Block 13, Lot 36, on the Tax Map of the Township of Plumsted, for the repayment of a sewer loan recorded on July 20, 2023, as a Mortgage in the Ocean County Clerk's Office in Book 19436 at Page 1626, in the amount of \$6,000, which is attached hereto as Schedule "C."
2. That certified copies of this resolution shall be forwarded to Sharon Gower, CFO, the PMUA, and to James Campos.

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 **7<sup>th</sup>** day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

**RESOLUTION NO. 2023-313**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A DISCHARGE OF MORTGAGE FOR RYAN WIG & KRISTY WIG, FOR 3 ALLEN TERRACE, BLOCK 38, LOT 20, IN THE TOWNSHIP OF PLUMSTED**

**WHEREAS**, by Resolution 2023-176 adopted on May 4, 2023, the Township authorized the payment of a sewer loan in the amount of \$4,000 to Ryan Wig & Kristy Wig ("Wig") for 3 Allen Terrace, also known as Block 38, Lot 20, on the Tax Map of the Township of Plumsted; and

**WHEREAS**, said sewer loan was recorded on July 20, 2023, as a Mortgage in the Ocean County Clerk's Office in Book 19436 at Page 1610, as shown on the attached Schedule "A"; and

**WHEREAS**, the \$4,000 sewer loan was repaid to the Township of Plumsted by Wig on September 12, 2023, as shown on the attached Schedule "B";

**WHEREAS**, in order to discharge the mortgage of record a Discharge of Mortgage must be filed by the Township with the Ocean County Clerk; and

**WHEREAS**, it is the desire of the Township Committee to authorize the Mayor to sign, and the Municipal Clerk to attest to, the Discharge of Mortgage attached hereto as Schedule "C."

**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 governing body hereby authorizes the Mayor to sign and the Municipal Clerk to attest to the Discharge of Mortgage for Ryan Wig & Kristy Wig for 3 Allen Terrace, also known as Block 38, Lot 20, on the Tax Map of the Township of Plumsted, for the repayment of a sewer loan recorded on July 20, 2023, as a Mortgage in the Ocean County Clerk's Office in Book 19436 at Page 1610, in the amount of \$4,000, which is attached hereto as Schedule "C."
2. That certified copies of this resolution shall be forwarded to Sharon Gower, CFO, the PMUA, and to Ryan Wig & Kristy 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 **7th** day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

**RESOLUTION NO. 2023-314**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED  
COUNTY OF OCEAN, STATE OF NEW JERSEY  
AUTHORIZING PAYMENT OF ELECTION DAY  
FLEX TIME FOR THE MUNICIPAL CLERK'S OFFICE**

**WHEREAS**, the Municipal Clerk's Office must oversee the General Election on Election Day, November 7, 2023; and

**WHEREAS**, Municipal Clerk, Jennifer Witham by letter attached as Schedule "A", has requested compensation for hours worked over the normal work day on General Election Day; and

**WHEREAS**, the Municipal Clerk has requested that she be compensated for 5 hours at her normal rate of pay for working on General Election Day (November 7, 2023) as set forth in the attached Schedule "A".

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

1. That the Mayor and Township Committee hereby authorizes the payment of 5 hours to Jennifer Witham, Municipal Clerk at her normal rate of pay for working on General Election Day (November 7, 2023) as set forth in the attached Schedule "A".
2. That certified copies of this resolution shall be forwarded to Clerk Jennifer Witham, and Sharon Gower, CFO.

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 7<sup>th</sup> of **DECEMBER, 2023**.

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**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

# Resolution No. 2023-314 Schedule 'A'

TO: Township Committee  
FROM: Jennifer Witham, RMC, CMR  
DATE: November 8, 2023  
RE: Pay for General Election Day Hours

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Tuesday, November 6, 2023 was the General Election. I worked the following:

- 5:00 am to 10:00 pm (15.5 hours worked, normally 8-hour day)

Per the Salary Ordinance, the clerk may be paid for flex time up to forty (40 hours). That doesn't include my Administrator role.

I am respectfully requesting to be paid five (5) hours per the ordinance. Although I no longer earn flex time for my Clerk role, Election Day is an unusual circumstance to work the long hours so I am respectfully asking to use the additional 2.5 hours as flex.

I appreciate your consideration in paying me for the additional five (5) hours worked.

cc Sharon Gower, CFO

**RESOLUTION NO. 2023-315**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
OPPOSING AUTOMOBILE INSURANCE RATE HIKES**

**WHEREAS**, automobile insurance rates in New Jersey continue to be the highest in the nation; and

**WHEREAS**, numerous insurance companies have petitioned the State Department of Banking and Insurance for additional increases in 2023; and

**WHEREAS**, among these companies, Allstate has requested a 29 percent rate increase and GEICO a 26 percent rate increase; and

**WHEREAS**, these increases are unfair to Ocean County residents, especially seniors struggling to survive on a fixed income while costs continue to skyrocket; and

**WHEREAS**, younger families and college students will also be burdened with higher costs traveling to and from work and school; and

**WHEREAS**, many residents are already struggling with high inflation, rising food and medical costs and ever-increasing housing costs; and

**WHEREAS**, Ocean County lacks the sprawling public transportation networks of trains and buses common to Northern New Jersey, forcing our commuters to rely on their private automobiles; and

**WHEREAS**, these increases are especially detrimental to Ocean County because residents generally have longer commutes to the commercial centers of Northern New Jersey and New York City.

**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 request the State Department of Banking and Insurance reject all automobile rate hike requests and freeze rates for the next 18 months.
2. That a certified copy of this resolution be forwarded to Governor Phil Murphy, the 12<sup>th</sup> District Legislative Office, the Ocean County Mayor's Association and all Ocean County Municipalities.



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 7<sup>TH</sup> day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**



**RESOLUTION NO. 2023-316**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE CHIEF FINANCIAL OFFICER TO  
DISPOSE OF OR RECYCLE OBSOLETE ITEMS NO  
LONGER NEEDED FOR PUBLIC USE**

**WHEREAS**, it is the desire of the Mayor and Township Committee to authorize the CFO to dispose of or recycle obsolete items not practical to be sold at auction as set forth in the attached Schedule "A".

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

1. That the Mayor and Township Committee do hereby authorize the Chief Financial Officer to dispose of or recycle obsolete items not practical to be sold at auction as set forth in the attached Schedule "A"
2. That a certified copy of this resolution be forwarded by the Municipal Clerk to the Chief Financial Officer and Plumsted Police Department.

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 7<sup>th</sup> day of **DECEMBER, 2023**.

\_\_\_\_\_  
**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

**RESOLUTION NO. 2023-316**

**Schedule "A"**

**Recreation Items:**

**Two Baseball Scoreboards and remote controls**

**Damaged Old bases/helmets/catcher's gear/hoses**

**Bats no longer Cal Ripken approved**

**Pitching Machines that no longer work**

**Aluminum bleacher parts no longer code compliant and cannot be retrofitted**

**Clerk's Office: Acer LCD Monitor Model# V246HYL, Serial #83102784542**

**RESOLUTION NO. 2023- 317**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE TOWNSHIP CLERK TO ADVERTISE  
FOR THE RECEIPT OF BIDS FOR PROFESSIONAL REAL  
ESTATE SERVICES TO AID IN THE SALE OF  
BLOCK 19, LOT 13 (ALSO KNOWN AS 31 MAIN STREET)  
IN THE TOWNSHIP OF PLUMSTED**

**WHEREAS**, Block 19, Lot 13, also known as 31 Main Street, was the site of the township municipal offices when the Township of Plumsted purchased it from First National Bank in the 1960's;

**WHEREAS**, the Township municipal offices were moved to their new building on Evergreen Road in 2003; and

**WHEREAS**, Block 19, Lot 13 served as a Welcome Center and subsequently the Office of Emergency Management for the Township of Plumsted from 2003 to 2019; and

**WHEREAS**, Block 19, Lot 13 has been vacant since 2019; and

**WHEREAS**, it is the desire of the Mayor and Township Committee to consider the sale of Block 19, Lot 13, also known as 31 Main Street, New Egypt, with certain deed restrictions; and

**WHEREAS**, professional real estate services are required to aid in the sale of Block 19, Lot 13; and

**WHEREAS**, the Mayor and Township Committee hereby authorize the municipal clerk to advertise for and receive sealed bids for said professional real estate services for the sale of Block 19, Lot 3, also known as 31 Main Street, in accordance with specifications prepared by 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 do hereby authorize the advertisement and receipt of sealed bids for professional real estate services for the sale of Block 19, Lot 3, also known as 31 Main Street in the Township of Plumsted.
- 2 . That a Notice to Bidders shall be published in regard to the receipt of sealed bids for professional real estate services for the sale of Block 19, Lot 3, also known as 31 Main Street, 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 7<sup>th</sup> day of **DECEMBER, 2023**.

\_\_\_\_\_  
**JENNIFER WITHAM, RMC, CMR**  
**MUNICIPAL CLERK**

**RESOLUTION NO. 2023-318**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AMENDING RESOLUTION NO. 2021-271  
AUTHORIZING TOWNSHIP ENGINEER DEWBERRY  
ENGINEERS INC., AS PROJECT ENGINEER  
FOR THE RECONSTRUCTION OF LEPKY AVENUE**

**WHEREAS**, Resolution No. 2021-271 Authorized Township Engineer Dewberry Engineers Inc., as Project Engineer for the Reconstruction of Lepky Ave; and

**WHEREAS**, current Township Engineer Joseph Hirsh of Environmental Resolutions, Inc. has provided a proposal with additional options that will enable a more expeditious solution for the Lepky Ave project as seen in the attached Schedule 'A'; and

**WHEREAS**, the Mayor and Township Committee wish to transfer the project to Environmental Resolutions, Inc and appoint Joseph Hirsh as the project engineer for the Lepky Ave project in the Township of Plumsted; and

**WHEREAS**, Environmental Resolutions, Inc. are licensed professional engineers and have been appointed as Township Engineer.

**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 transfer the Lepky Avenue reconstruction project in the Township of Plumsted to Environmental Resolutions, Inc and appoint Joseph Hirsh as the project engineer.
2. That a certificate of availability of funds executed by the Chief Financial Officer is attached hereto as follows:

**CAPITAL BOND ORDINANCE 2020-07  
SECTION 20 COSTS  
C-04-55-810-910  
Amount Not To Exceed \$25,750.00**

3. A certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer for the Township of Plumsted and Environmental Resolutions, Inc.

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 7<sup>th</sup> day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**



Christopher J. Noll, PE, CME, PP  
President & CEO

William H. Kirchner, PE, CME, N-2  
Vice President

Rakesh R. Darji, PE, PP, CME, CFM  
Vice President/Treasurer

Benjamin R. Weller, PE, CME, CPWM, S-3, C-3  
Secretary



Joseph P. Orsino, Jr. CET, Vice President

Harry R. Fox, NICET III

G. Jeffrey Hanson, PE, CME

Joseph R. Hirsh, PE, CME, CPWM

C. Jeremy Noll, PE, CME, CPWM

Marc H. Selover, LSRP, PG

October 4, 2023  
42592 00

Re: Proposal for Professional Engineering and Surveying Services  
**Lepky Avenue Improvements Project**  
Township of Plumsted  
Ocean County, New Jersey

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

Dear Ms. Witham:

At the Township's request, Environmental Resolutions, Inc. (ERI) is pleased to submit this proposal for professional services for the above referenced project. We respectfully request consideration of the following cost proposal for the field investigation, survey, permitting, design, bidding, construction observation, and contract administration for this project. The project intends to include work on Lepky Avenue from E. Millstream Road to the end, approximately 570 linear feet in length.

A preliminary cost estimate has been attached. In support of the aforementioned road and drainage improvements, the following work items are proposed:

**1. Field Survey and Base Plan**

**Fixed Fee - \$ 3,900.00**

This task will include field survey, office coordination, and CAD drafting. The topographic survey includes obtaining the location and elevation of existing features in the immediate vicinity of included roadways. Such features include the existing edge of pavement, curb, sidewalk, driveway aprons, utility markouts, as well as drainage structures relevant to the proposed improvements.

This task includes all the necessary field work, office coordination, and CAD drafting to provide a base plan sufficient to design and permit the design of the roadway improvements. This task does not include an outbound survey. Property boundaries will be scaled from tax maps provided by the Township.

The survey base plan will be prepared to be used for design services limited to the area ERI deems necessary to complete the design. State LiDAR, county topography, and/or other readily available topographic data may be utilized in the preparation of the base plan and supplemented with field survey.

Elevations will be based on NAVD 1988 datum and established by GPS operations. The horizontal datum will be based on NAD83 (NJSPCS).

**2. Construction Plans**

**Fixed Fee - \$ 4,000.00**

ERI will prepare construction plans based on the survey base plans. The design plans shall include the complete design of all roadway, drainage, and other associated improvements. The design and construction will be coordinated with local utilities, including the water, sewer, gas, electric, telephone, and cable utility companies, as appropriate. Should this proposal be accepted, ERI will require a list of all local utilities with contact information.

**3. Technical Specifications and Bid Documents**

**Fixed Fee - \$ 2,750.00**

ERI will prepare detailed construction specifications for the use in the public bid and construction of the proposed site improvements. The specification will be an accompanying document to the construction plans and will provide written instructions to the Contractor who constructs the improvements, as well as the project contract and legal requirements for a publicly bid project. This task shall also include the preparation of all bid documents required for the project, including the Form of Proposal, bond forms, and the construction contract to be used in the public bid of the project.

**4. Construction Cost Estimate**

**Not to Exceed Time Charge  
Estimated Fee - \$ 1,000.00**

A construction cost estimate will be prepared following the completion of the construction plans. This estimate will be based on an estimate of construction quantities and current probable construction cost utilizing the judgment of ERI's experienced and qualified professionals who are familiar with this type of construction. No guarantee that the actual construction costs will not vary from the estimated costs is implied.

**5. Conferences and Meetings**

**Not to Exceed Time Charge  
Estimated Fee - \$ 1,100.00**

Conferences and Meetings shall include attendance at project meetings with the Township and Contractor, meetings with outside agencies, as well as attendance at public information sessions, as required. The Estimate Fee is based on attendance at four (4) meetings.

**6. Contract Administration/Project Management**

**Not to Exceed Time Charge  
Estimated Fee - \$ 3,000.00**

Contract Administration shall include the time required for the administration of the Contract, including the tracking of project quantities, coordination with the Contractor, and the preparation of pay estimates. This task also includes the time required during construction for engineering staff to respond to changes in the scope of work for the project, either as directed by the Township or as a result of utility conflicts or other field changes due to conditions unforeseen at the time of design. Our fee for this task is based on 8 hours of engineer's time and 16 hours of engineer's assistant's time.

**7. Construction Observation**

**Not to Exceed Time Charge  
Estimated Fee - \$ 10,000.00**

This task includes the observation of the construction activities involved in the proposed road and drainage improvements to ensure conformance with the Construction Plans and Specifications. This includes punch list inspections at the end of construction.

Our fee is based on 50 hours of field observation, 15 hours of engineering assistant, and 15 hours of time for the project manager. This price also assumes a total of 8 weeks of construction activities.

**Total for this Scope of Services**

**Not to Exceed Cost: \$ 25,750.00**

We appreciate the opportunity to provide this proposal. Please issue a purchase order if you find this proposal to be satisfactory. If you have any questions or concerns, please contact our office.

Sincerely,



Joseph R. Hirsh, PE, CME, CPWM  
Township Engineer

JRH/ejp  
42592 00 2023-10-04 proposal



**LEPKY AVENUE  
OPTION 2  
PRELIMINARY COST ESTIMATE  
TOWNSHIP OF PLUMSTED  
8/23/2023**



Environmental Resolutions  
815 East Gate Drive, Suite 103  
Mt. Laurel, NJ 08054  
P: (856) 235-7170

NO	DESCRIPTION	QUANTITY	UNIT	UNIT PR.	AMOUNT
<b>LEPKY AVENUE - FROM E. MILLSTREAM ROAD TO END (EAST) - NO DRAINAGE UPGRADES</b>					
1	Clearing Site	1.0	LS	\$5,000.00	\$5,000.00
2	Full Depth Reclamation with Cement, 6" Depth	1,280.0	SY	\$20.00	\$25,600.00
3	Hot Mix Asphalt 9.5 M 64 Surface Course, 3" Thick	230.4	TON	\$115.00	\$26,496.00
4	Hot Mix Asphalt Driveway, 4" Thick	202.0	SY	\$55.00	\$11,110.00
5	Mountable Concrete Curb and Gutter	1,150.0	LF	\$90.00	\$103,500.00
6	Topsoil, 4" Thick	580.0	SY	\$5.00	\$2,900.00
7	Traffic Stripes, Thermoplastic, 24"	17.0	LF	\$5.00	\$85.00
8	Regulatory and Warning Sign	2.0	UN	\$300.00	\$600.00
<b>SUBTOTAL:</b>				<b>\$175,291.00</b>	
<b>10 % CONTINGENCIES:</b>				<b>\$17,529.10</b>	
<b>TOTAL:</b>				<b>\$192,820.10</b>	

**RESOLUTION 2023-318**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

I, **Sharon Gower, Deputy Chief Financial Officer**, for the Township of Plumsted, do hereby certify that adequate funds are available in the 2023 Budget to award a contract to Environmental Resolutions, Inc. as Engineer for the Lepky Avenue road reconstruction in an amount not to exceed \$25,750.00. Township funds are available for this project in the following account:

**CAPITAL BOND ORDINANCE 2020-07  
SECTION 20 COSTS (ENGINEERING)**

**C-04-55-810-910**

**Amount Not to Exceed \$25,750.00**

**Date: December 7, 2023**

  
**Sharon Gower, CMFO**  
**Chief Financial Officer**



**RESOLUTION NO. 2023-319**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY  
OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE  
EXECUTION OF CHANGE ORDER #2 TO THE CONTRACT  
WITH C. STEVENSON & SON FOR THE SANITARY SEWER  
CONNECTIONS PROJECT**

**WHEREAS**, by Resolution 2022-344, adopted on November 3, 2022, the Plumsted Township Committee awarded a Contract to C. Stevenson & Son for the Sanitary Sewer Connections Project in the amount of \$152,496.00; and

**WHEREAS**, by Resolution 2023- 217, adopted on June 1, 2023, the Plumsted Township Committee authorized Change Order #1 in the amount of \$9,141.56 for an adjusted project amount of \$161,637.56; and

**WHEREAS**, by Resolution No. 2023-291, adopted on November 2, 2023, the Plumsted Township Committee authorized rerouting the force main piping at the Municipal Building; and

**WHEREAS**, the Mayor and Township Committee wish to authorize Change Order #2 which will result in an increase of \$19,306.00, consisting of the costs related to the rerouting of the force main piping at the Municipal Building, as set forth in the attached Schedule "A," resulting in an adjusted contract price of \$180,943.56; and

**WHEREAS**, this change order has been recommended by the Township Engineer and agreed to by the contractor; and

**WHEREAS**, this change order totals less than 20% of the original contract amount.

**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, do hereby authorize Change Order #2 to the contract with C. Stevenson & Son for the Sanitary Sewer Connections Project, which will result in an increase of \$19,306.00, consisting of the costs related to the rerouting of the force main piping at the Municipal Building, as set forth in the attached Schedule "A," resulting in an adjusted contract price of \$180,943.56.

2. That the Mayor is hereby authorized to execute, and the Municipal Clerk is hereby authorized attest to, Change Order #2 to the contract with C. Stevenson & Son, in accordance with the provisions of this resolution.

3. That nothing herein contained shall be deemed a waiver by the Township of any claims it currently possesses, or may possess in the future, regarding this contract, the existing

insurance policy, performance and payment bond, and any other rights, privileges or remedies otherwise available to it.

4. That a certified copy of this resolution, together with Change Order # 2 to the contract between the parties, shall be forwarded by the Municipal Clerk to the Chief Financial Officer, the Township Engineer, and C. Stevenson & Son.

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 7<sup>th</sup> day of **DECEMBER, 2023**.

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**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

Christopher J. Noll, PE, CME, PP  
President & CEO

William H. Kirchner, PE, CME, N-2  
Vice President

Rakesh R. Darji, PE, PP, CME, CFM  
Vice President/Treasurer

Benjamin R. Weller, PE, CME, CPWM, S-3, C-3  
Secretary



**ENVIRONMENTAL  
RESOLUTIONS, INC.**

Engineers • Planners • Scientists • Surveyors

Joseph P. Orsino, Jr. CET, Vice President

Harry R. Fox, NICET III

G. Jeffrey Hanson, PE, CME

Joseph R. Hirsh, PE, CME, CPWM

C. Jeremy Noll, PE, CME, CPWM

Marc H. Selover, LSRP, PG

October 9, 2023

42515 00

Re: Sanitary Sewer Connections Project  
Township of Plumsted  
**Change Order #2**

**SENT VIA EMAIL**

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

Dear Ms. Witham:

To date, we have been unable to facilitate the sanitary sewer connection to the adjacent school sanitary system as originally proposed. We have been in a long-standing construction delay while attempting to coordinate the connection, without major progress. We also met with the MUA and discussed alternatives. We feel the best available solution to complete the connection of the Municipal Building to the public sewer is to connect directly to the force main piping located within the Evergreen Road right-of-way. This work, because it is in the public right-of-way, with County jurisdiction, will have an increased cost associated with it as additional work is required to make the connection.

The Change Order is for the additional labor and materials required for the re-routing of the sanitary sewer force main discharge to the front of the property and making a connection to the existing 8" force main located on the west side of the roadway. The work includes additional excavation, directional drilling, and roadway reconstruction.

The change order results in a net addition of \$19,306.00 to the current contract price of \$161,637.56 to an adjusted contract price of \$180,943.56, an overall 19% increase to the overall contract.

If you have any other questions, or require additional information, please do not hesitate to contact our office.

Sincerely,

Joseph R. Hirsh, PE, CME  
Township Engineer

Enclosures

cc: Sharon Gower, CFO  
42515 00 change order2 2023-10-09

**RESOLUTION NO. 2023-320**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING A CONTRACT WITH ASSOCIATED  
HUMANE SOCIETIES/POPCORN PARK TO PROVIDE  
ANIMAL CONTROL SERVICES FOR PLUMSTED TOWNSHIP**

**WHEREAS**, it is the desire of the Mayor and Township Committee to provide animal control services for the Township of Plumsted for the Year 2024; and

**WHEREAS**, Associated Humane Societies/Popcorn Park, is qualified to provide animal control services for the Township of Plumsted; and

**WHEREAS**, it is the desire of the Mayor and Township Committee of the Township of Plumsted to authorize a contract with Associated Humane Societies/Popcorn Park to provide animal control services for the Township of Plumsted as per the attached Schedule "A"; and

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

1. That the Mayor and Township Committee of the Township of Plumsted do hereby authorize a contract with Associated Humane Societies/Popcorn Park, to provide animal control services for the Township in an amount of as per the attached Schedule "A" for the Year 2024.
2. That a certification of availability of funds will be executed by the Chief Financial Officer once sufficient funds are in the account based on revenues in the Dog Trust Fund.
3. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer, the Plumsted Police Department and Associated Humane Societies/Popcorn Park.

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 7<sup>TH</sup> day of **DECEMBER, 2023**.

---

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**





# Resolution No. 2023-320 Schedule 'A'

## Animal Control Services Agreement

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2024 by and between the **ASSOCIATED HUMANE SOCIETIES, INC.**, a 501C(3), non-profit corporation organized under state and federal law, having principal offices at 124 Evergreen Avenue, Newark, New Jersey 07114 (the "Society"), and the **Plumsted Township**, a municipal corporation of the state of New Jersey, having its principal offices at 121 Evergreen Avenue, New Egypt, New Jersey 08533 (the "Municipality"), collectively the "Parties."

**WHEREAS**, the state of New Jersey requires each municipality to provide animal control services or to contract for the provision of such services;

**WHEREAS**, animal control services are important to communities in a variety of ways including rescuing animals in distress, reuniting lost pets and their families, responding to nuisance complaints, et cetera;

**WHEREAS**, the Society is dedicated to providing animal control services in compliance with the rules and regulations established by the New Jersey Department of Health, Office of Veterinary Health.

**WHEREAS**, the Society is further dedicated to providing animal control services in a humane and progressive manner, including having the goals of reducing the number of animals coming into the shelter through prevention programs (including managed intake and targeted spay/neuter programs), and moving out animals that enter the shelter as quickly as possible (through adoption or other programs);

**WHEREAS**, the Society is further dedicated to consulting with reputable professional entities in the field of progressive animal sheltering and community services such as the National Animal Care and Control Association, the Association of Feline Practitioners, and other national organizations;

**WHEREAS**, never before has the public been so interested and involved in the care of animals in their communities. With this comes both the need and opportunity to improve the care provided and address new challenges and financial considerations as the services evolve to meet societal expectations and community needs;

### **ASSOCIATED HUMANE SOCIETIES**

EXECUTIVE OFFICES/  
ESSEX COUNTY BRANCH  
124 Evergreen Avenue  
Newark, NJ 07114-2133  
P 973-824-7080  
F 973-824-2720  
E [ContactUs@AHScares.org](mailto:ContactUs@AHScares.org)

OCEAN COUNTY BRANCH  
HOME OF POPCORN PARK  
Humane Way - PO Box 43  
Forked River, NJ 08731-0043

P 609-693-1900  
F 609-693-8404  
E [NJhumane@ahsppz.org](mailto:NJhumane@ahsppz.org)

MONMOUTH COUNTY  
BRANCH  
2960 Shafto Road  
Tinton Falls, NJ 07753-7608  
P 732-922-0100  
F 732-922-4032  
E [TintonFallsAHS@ahsppz.org](mailto:TintonFallsAHS@ahsppz.org)

[www.AHScares.org](http://www.AHScares.org)



**WHEREAS**, the Municipality acknowledges and agrees with the importance of such progressive animal control services and the general goals of reducing the suffering and euthanasia of animals, and serving community members and the welfare of animals;

**WHEREAS**, the Municipality desires the Society to provide animal control services and the Society desires to provide such services;

**NOW THEREFORE**, in consideration of the mutual agreements and promises contained in this Agreement, the parties hereby agree as follows:

1. Animal Control Services: The Society shall perform the services set forth in Attachment A attached to this Agreement (“Animal Control Services” or the “Services”).
2. Term: This Agreement shall commence on the 1<sup>st</sup> day of January 2024 and terminate on the 31<sup>st</sup> day of December 2024, unless extended in writing by mutual agreement of the Parties.
3. Hours: The Society shall provide the Services 24 hours a day, seven days a week, including holidays. Normal business hours shall be considered to be Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m, excluding holidays.
4. Contract Price: The total amount to be paid by the Municipality to the Society for the Services shall be: \$12,300.00 (“Contract Price”). Payment: The Municipality shall pay the Contract Price in prorated monthly payments of \$1,025.00 per month, plus any Additional Services and expenses as stated herein. Payments are due on the first day of each month during the term provided that the Society has presented the Municipality with an invoice and/or Municipal voucher executed by the appropriate party thirty (30) days prior to the respective monthly payment due date. All unpaid amounts shall be subject to a late fee of two percent (2%) per month. If non-payment extends beyond sixty (60) days, the Society shall have the right to suspend Services until payment is received in full (including interest, costs and expenses). It is expressly understood and agreed that the Society is not obligated to incur any cost, expense or fee as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such cost, expenses and/or fees shall be the sole responsibility of the Municipality and included in payment in full.
5. Indemnification: Both parties (the “Indemnifying Party”) shall indemnify, defend and hold the other party (the “Indemnified Party”), its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, liens, demands, damages, causes of action, fines, penalties, costs and expenses (“Losses”) arising from the negligence, gross negligence or willful misconduct of the Indemnifying Party or its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns; provided, however, in no event will the Indemnifying Party be responsible for

any such Losses caused by Indemnified Party or its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns.

6. Independent Contractor: The Society is and shall remain an independent contractor in its relationship with the Municipality. This Agreement shall not render the Society an employee, partner, or joint venturer with the Municipality for any purpose.
7. Entire agreement: This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions and all previous agreements.
8. Governing Law; Consent to Personal Jurisdiction: THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. THE PARTIES EXPRESSLY CONSENT TO PERSONAL JURISDICTION, WHICH SHALL BE EXCLUSIVE, IN THE STATE COURTS OF NEW JERSEY IN THE COUNTY WHERE THE MUNICIPALITY IS LOCATED FOR ANY LAWSUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT.
9. Severability: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions shall continue in effect.
10. Attorney Fees: In the event that this Agreement becomes subject to litigation between the parties, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs and the prevailing statutory interest from the other party.
11. Effective Date: This Agreement shall be effective on the date set forth on page one of this Agreement. The document may be signed in counterparts and a faxed or electronic signature shall be as effective as an original.

AGREED TO:

\_\_\_\_\_  
Township of Plumsted  
Name:  
Title:  
Date:

\_\_\_\_\_  
Associated Humane Societies  
Name:  
Title:  
Date:

## ATTACHMENT A

### **Animal Control Services Defined:**

For purposes of this Agreement, Animal Control Services are defined as: the rescue, recovery and care of injured animals, trapped animals, sick animals, animals whose lives are endangered and animals that present a danger to humans or other animals, including those who have bitten humans or other animals.

Except as otherwise provided herein, the Society shall bear the costs and expenses incurred by the Society in the maintenance of its custodial facilities and vehicles used by the Society's Animal Control Officers.

The Animal Control Services shall be performed by a certified Animal Control Officer employed by the Society. It is expressly understood and agreed that the Animal Control Officer is not a law enforcement officer and shall not put his or her life in peril, and accordingly, in certain situations, local police presence may be requested and required for the Animal Control Officer to respond.

### **Animal Control Services are subject to the following terms and conditions:**

1. The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat running at large on property within the Municipality. When such impoundment occurs (and after a seven (7) day hold period), it is expressly understood once the Society accepts any animal and takes it into custody, the animal shall be put up for adoption, if possible, or humanely euthanized at the sole and exclusive discretion of the Society.
2. For any animal impounded as a stray, abandoned or unlicensed dog or cat running at large, upon proof of ownership, any person may redeem his or her animal from the Society upon payment to the Society the sum of \$95, Monday through Friday, 9:00 a.m. until 5:00 p.m. (standard business hours). There shall be a \$125 fee for other times. In addition, the owner shall be responsible for the costs for each day the animal has been impounded as stated below:
  - a. \$4.00 per day under State Law for the first seven (7) days (unless ownership of the animal is established prior to the end of the seven (7) days and said owner does not redeem his animal.) Once the ownership is established and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. Regular boarding rates shall be \$12.72 per day. No animal shall be released or redeemed unless and until the owner has provided satisfactory proof of ownership.
3. For any animal impounded or boarded as part of a Court case or upon order or request of Municipality, Health Department or a court directive to impound such

animal, the Municipality shall be charged an additional boarding fee of \$20.00 per day, and payable monthly. After ninety (90) days, it shall be the responsibility of the Municipality to find alternate kenneling/housing for any such animal. For reasons that include capacity issues and the health of the animal and costs involved, the Society shall not be required to continue to hold animals beyond ninety (90) days. The Municipality expressly to expressly seek reimbursement of direct and reasonable costs incurred by the Society as part of any judgment. In the absence of such, the cost shall be the responsibility of the owner or, if the owner fails to pay, then of the Municipality.

4. The Society's animal control shall report to the Municipality any owned animal without a current license and/or rabies certificate. The owner shall have seven (7) days to register the animal for a license and if the owner fails the animal control officer shall issue a summons, if the Municipality has supplied the animal control officer with a Summons book.
5. The Society shall, at the request of a municipal resident who is the owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. However, such assistance is not within the scope of Animal Control Services under this Agreement. The owner shall be responsible for payment to the Society of the costs and expenses of such assistance, and should the owner fail to pay, said costs and expenses shall be the responsibility of the Municipality.
6. Community Cat Management: The Society, in accordance with best practices of the National Animal Care and Control Association, recognizes that indiscriminate pick up or admission into the shelter of healthy, free-roaming cats with no signs of ownership, regardless of temperament, for any purpose other than Trap, Neuter, Vaccinate, Return (TNVR) or Shelter Neuter and Return (SNR) programs, fails to serve commonly held goals of community animal management and protection programs and, as such, is a misuse of time, municipal funds, and a violation of the Society's mission. Therefore, it will be avoided. The Society shall not trap or pick up healthy unowned, unsocialized free-roaming cats, known as "community cats." In those cases, the Society shall work with the Municipality's TNVR Program to trap, spay/neuter, vaccinate and release the cat back to the area they were trapped as "Additional Services." Such Additional Services shall incur a charge of \$50.00 per cat. If the Society cannot collect this fee from the TNVR Program, the Municipality shall be responsible for the Additional Services fees. If there is no municipal sanctioned TNVR program, the Society reserves the right to provide proper care and release of the community cat through its own SNR program within the contracted municipality in accordance with public health guidelines and best practices of the National Animal Care and Control Association.
7. As per N.J.S.A. 4:19-32, the Society shall inspect the enclosure and the owner's property of a potentially dangerous dog, at least monthly, to determine continuing compliance with paragraphs (2) and (3) of subsection A of N.J.S.A. 4:19-24.8. The Society shall submit the inspection reports to the Municipality on a monthly basis.

8. The Society shall not provide census or canvassing services for license compliance within the Municipality. Under N.J.A.C. 4:19-15.15, the Municipality must appoint a party or agency to canvas for owned animals.
9. Any stray dog or cat or any other animal taken into custody by the Society and charged with biting a human shall be quarantined for the required quarantine period of ten (10) days. The cost and expense incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.
10. In case of potential rabies exposure, the cost of transportation of the head of an animal suspected of rabies to the State Department of Health shall be borne by the owner of the animal and, if no owner is known, shall be borne by the Society, under the condition that the animal expired on the premises before the ten (10) day quarantine period referred to above.
11. Removal of an animal, including wildlife, within the living space, inside the walls or ceiling of a home, apartment building or garage is not within the definition of Animal Control Services. The Society shall respond to those calls; however, the owner of the premises shall be charged \$95.00 per hour during regular business hours and \$125.00 per hour after standard business hours. If the owner fails to pay, the municipality shall be responsible for payment. If the animal is physically in the resident's living space and posing an immediate threat to the well-being of the resident, there shall be no charge for the removal of the animal.
12. Dead animals, **excluding deer**, shall be picked up with no extra charge.
13. There shall be no additional charge for trapping or picking up bats or injured wildlife.

**Exclusions:**

1. Marine mammals shall be specifically excluded from the definition of Animal Control Services under this Agreement.
2. Dead deer shall be **specifically excluded from the definition of Animal Control Services under this Agreement**. The Society shall not be responsible for handling deer carcasses, provided however, that the Society shall retrieve infirm, injured deer and orphaned fawns.
3. The Society shall not trap or rescue Canada Geese, unless same are in need of veterinary care.
4. The Society shall not pick up live rats, mice, moles or voles or any other small rodents.



5. According to the best practices reflected on the NJ Department of Health's website, capture of nuisance wildlife (i.e., healthy appearing raccoons not threatening humans, squirrels in attics, groundhogs burrowing in yards, etc.) is NOT required under statute for municipal animal control to provide, and the Society shall not be required to pick up such animals. In general, wildlife nuisance issues are addressed by the New Jersey Department of Environmental Protection, Division of Fish and Wildlife. ACOs can help educate residents on how to abate common wildlife nuisances and refer residents to pest control services, wildlife rehabilitators and other agencies that can assist residents if ACOs are not authorized by their supervisors to provide these services.
6. Trapped healthy wild animals that do not pose a threat or safety risk to the public may be released at or near the area of capture or if necessary at another appropriate location at the sole discretion of the Society in accordance with standard rules and regulations of the industry.

### **Emergencies:**

Upon a request from the Municipality, the Society shall respond to an animal control emergency as defined herein. Emergency treatment shall be provided to ill or injured animals as required by State law and regulation. The Society reserves the right, at its sole discretion, to determine if the animal requires transportation to an emergency clinic on nights, weekends or holidays when our own veterinarians are not available.

The costs of emergency treatment shall be charged to the animal's owner where the owner is known. If the animal's owner is unknown, or if the owner fails to pay the costs of emergency treatment, said costs shall be paid to the Society by the Municipality.

Response time to an emergency shall be no longer than one (1) hour during normal business hours of operation. All calls to the Society for Animal Control Services after normal business hours, must be received through the Police Department or Health Department of the Municipality. Residents shall not be instructed by the Municipality to contact the Society or Animal Control Officers directly after normal business hours.

### **NJ Open Public Records Act (OPRA):**

The Municipality is encouraged to retain any and all paperwork received from the Society for OPRA fulfillment and compliance. The Society, as a non-profit, private independent contractor is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, it shall forward it to the appropriate agency of the Municipality within seven (7) business days. The Society shall not be required to and shall not produce records to the Municipality to comply with OPRA requests.

### **Humane Traps:**

Unless humane traps are available for rent from the Municipality, humane traps are available to rent from the Society (depending on the season and availability of traps) with a deposit of \$65.00 and a fee of \$4.28 per day, which shall be deducted from the

deposit. Humane dog traps shall also be available (depending upon the season and availability of traps) with a deposit of \$150.00 and a fee of \$10.70 per day, which shall be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. Once a trap is set, it is the responsibility of the property owner/business/landlord or tenant to monitor the trap and inform the Society IMMEDIATELY when pick up is needed. (SEE TRAP RENTAL AGREEMENT/RULES & REGULATIONS ATTACHED).

ADDENDUM TO CONTRACT FOR ANIMAL CONTROL/TRAP RENTAL AGREEMENT. PLEASE READ THESE  
RULES CAREFULLY, FAILING TO ADHERE TO THE RULES STATED HEREIN WILL FORFEIT YOUR PRIVILEGE  
TO USE OUR TRAPS

1. Traps are to be set as late at night as possible and checked as early in the morning as possible. If by 9:00 a.m., there is nothing in the trap, it must be unset until that night. If something is caught, then you **must** call the Humane Society between 9:00 a.m. and 10 a.m. that morning.
2. **DO NOT TRAP ON WEEKENDS!** There will be no pick-ups on Saturday or Sunday. Therefore, traps must not be set on Friday or Saturday nights.
3. Traps are not to be set on nights with poor weather conditions (rain, snow, extreme cold 40 degrees or heat in excess of 80 degrees). Trapping an animal in extreme conditions may result in cruelty charges and/or fines.
4. The Society must know what you are trying to trap to make sure that you are given the proper trap. Any animal caught in a trap that is native to the area (raccoons, skunks, opossums, etc.) will be released on or near the site where it was trapped. State regulations prohibit the relocation of certain animals.
5. The Society reserves the right to remove the trap at any time, such as an emergency situation, dangerous situation or person or persons not adhering to trap rules.
6. We ask that when you catch something in a trap, you move the trap out of the sun to a well shaded area; the trap should be kept dry and out of the elements. The trap should be covered with a light cloth until the driver arrives to remove the trap. **PROVIDE FOOD AND WATER!**
7. Anyone found to be abusing a trapped animal will be prosecuted to the fullest extent of the law.
8. Remember that an animal in a trap will be frightened, which may make it dangerous. Keep children and pets away from the trap and keep in a quiet place. **FOOD AND WATER MUST BE PROVIDED.**
9. By signing this agreement, you will be responsible for the animal caught in the trap and for the replacement of the trap if it is stolen or broken due to misuse.
10. Our drive will not leave a trap if you are not home to sign this Agreement.
11. If you choose, you may bring a trapped animal to our Animal Care Center between the hours of 9:00 a.m. and 5:00 Monday through Friday.
12. All stray animals caught in a trap will be held for seven (7) days and then become the property of the Humane Society to be humanely euthanized or put up for adoption as the Society sees fit.

\_\_\_\_\_  
ACO SIGNATURE (UPON LEAVING THE TRAP

\_\_\_\_\_  
NAME – PLEASE PRINT

\_\_\_\_\_  
STREET ADDRESS – PLEASE PRINT

\_\_\_\_\_  
ACO SIGNATURE (UPON RETRIEVING TRAP  
IN GOOD WORKING CONDITION

\_\_\_\_\_  
CITY/STATE/ZIP – PLEASE PRINT

\_\_\_\_\_  
SIGNATURE

**RESOLUTION NO. 2023-321**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A LICENSE TO PARK VEHICLE ON LICENSOR'S LAND BETWEEN THE TOWNSHIP OF PLUMSTED AND THE AMERICAN NATIONAL RED CROSS**

**WHEREAS**, the mission of the American National Red Cross ("Red Cross") is to prevent and alleviate human suffering in the face of emergencies by mobilizing the power of volunteers so that all people affected by disaster across the country receive shelter and hope, and to ensure that communities are ready and prepared for disasters; and

**WHEREAS**, the New Jersey region includes Red Cross chapters located in Fairfield, New Jersey, Princeton, New Jersey and Pennsauken, New Jersey; and

**WHEREAS**, due to its central location in the State of New Jersey, the Red Cross has requested that the Township of Plumsted enter into a License to Park Vehicle on Licensor's Land so as to allow one Red Cross vehicle to be parked in the township's parking lot in order to respond to emergencies; and

**WHEREAS**, it is the desire of the Township Committee to authorize the execution of a License to Park Vehicle on Licensor's Land between the Township of Plumsted and the American National Red Cross, a copy of which is attached hereto and made a part hereof as Schedule "A."

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

1. That the Mayor is hereby authorized to execute and the Township Clerk to attest to a License to Park Vehicle on Licensor's Land between the Township of Plumsted and the American National Red Cross, a copy of which is attached hereto and made a part hereof as Schedule "A."
2. That the agreement shall commence upon the date the license is signed by both parties and shall remain in effect until terminated by either party upon ninety (90) days written notice to the other party.
3. That a certified copy of this resolution shall be forwarded to CFO Sharon Gower and the American National Red Cross.

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 7<sup>th</sup> day of **DECEMBER, 2023**.

**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

## License to Park Vehicle on Licensors Land

### TERMS AND CONDITIONS

#### 1. Key Terms

**Effective Date:** The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensors and Licensee on this Form.

**Owner of the Parking Lot (the "Licensor"):** The Township of Plumsted, a municipal corporation of the State of New Jersey, having its principal offices located at 121 Evergreen Road, New Egypt, New Jersey 08533.

**Legal Name of the User of the Parking Lot (the "Licensee")** The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)).

**Date Upon which the Licensee May Begin to Use the Parking Lot (the "Start Date"):** Upon this license being signed by both parties.

**Date Upon Which the Licensee Must Vacate the Parking Lot (the "Expiration Date"):** This License is in effect until terminated by either the Licensor or Licensee upon 90 days written notice to the other party.

**Parking Lot Owner and Licensor's Business Address:** Township of Plumsted, Plumsted Township Municipal Building, 121 Evergreen Road, New Egypt, New Jersey 08533

**Parking Lot User and Licensee's Business Address:** American Red Cross, 1540 W. Park Avenue, Ocean, New Jersey 07712

**Street Address of the Land Where the Parking Lot is Located:** 121 Evergreen Road, New Egypt, New Jersey 08533

**Description of Licensed Area Within the Parking Lot:** One (1) Parking Space (outdoor) to be designated by Licensor.

**Maximum Number of Vehicles That May be Parked on the Parking Lot:** One (1) American Red Cross Vehicle

**2. Grant.** As of the Effective Date set forth above, and on the conditions specified in this License, Licensor grants Licensee, its authorized agents, employees, subcontractors and others under Licensee's supervision, a revocable license to have access to the Licensed Area. Licensor shall have the sole but reasonable right of approval of all the means and methods of such access. Licensee shall be permitted to have access to the Licensed Area twenty-four (24) hours per day,



seven (7) days per week, and three hundred sixty five (365) days per year for the purpose of parking a vehicle ("Vehicle") in the Parking Lot for the Term of the License. Licensee shall be entitled to park the Vehicle in the designated parking area as Licenser may reasonably direct.

**3. Early Termination.** Either party may terminate this agreement for any reason upon thirty (30) days prior written notice to the other party.

**4. License Fee/Payment.** None

**5. Licensee's Property.** Vehicles and all of Licensee's other property on the Land shall be there at the sole risk of Licensee. Licenser shall not be liable for damage, theft, misappropriation or loss to such property. Licensee shall be solely responsible for insuring such property from loss or damage.

**6. Licensee's Conduct.** Licensee agrees (i) to maintain the Licensed Area in good condition and promptly repair all damage to the License Area caused by Licensee and (ii) not to unreasonably disrupt, adversely affect or interfere with Licenser's use of the Land or any building on it.

**7. Condition of Licensed Area.** Licenser makes no warranty or representation that the License Area is suitable for the use described in this License. Licensee accepts the same "AS IS." Licenser is under no obligation to prepare the Licensed Area for Licensee.

**8. Revocation of License; Removal.** Licenser may revoke the permission granted by this License at any time and for any reason or for no reason. Upon notice from Licenser, Licensee shall remove the Vehicles and any of Licensee's other property from the Land, and repair all damage caused by such removal, at Licensee's sole expense, subject to Section 3.

**9. Indemnification.** Licensee agrees to defend, hold harmless, and indemnify Licenser from any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage, arising from the negligent acts or omissions of Licensee, and its governors, officers, directors, employees, agents, or volunteers, in the performance of Licensee's obligations under the terms and conditions of, and during the term of, the License. However, Licensee shall not be obligated to defend, indemnify and hold harmless Licenser to the extent any such bodily injury, death and property damage is caused by the act or omission, negligent or otherwise, of Licenser, or its directors, officers, employees and agents.

**10. Insurance.** Licensee shall carry insurance for Commercial General Liability and Auto Liability Compensation with the following minimum limits: \$1,000,000 per occurrence. A Memorandum of Insurance, naming Licenser as additional insured, will be issued upon request.

**11. Casualty Affecting the Vehicles.** Licenser shall have no responsibility for any loss, damage or destruction to the Vehicles, however caused. Notwithstanding anything in this Agreement to the contrary, in the event that damage, casualty, or a taking of all or a part of the Land, Licenser may require Licensee to remove the Vehicles from the Land.

**12. Remedies.** If Licensee shall violate any covenant hereunder (after notice to cure the same within ten (10) days) Licensor shall have all remedies available to it under law, including without limitation the right to immediately revoke the license represented hereby, to use self-help, to recover the Licensed Area, to remove the Vehicles, to bar Licensee from entry to the Land, and to remove any of Licensee's property from the Licensed Area and dispose of the Vehicles and such other property without any obligation to account to Licensee for the proceeds, if any.

**13. Notice.** Notice shall be deemed to have been duly given five (5) business days after having been mailed by U.S. Mail, to all the party's addresses set forth herein, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

**14. Governing Law and Binding Effect.** This License shall be governed by and construed under the laws of the state of New Jersey, with venue laid in Ocean County. This License shall be binding on the parties and their respective successors, transferees and assigns.

**15. Non-Assignment.** Notwithstanding anything to the contrary in this License Agreement, neither the License nor any rights granted herein shall be assignable by Licensee.

**16. Brokers/Consultants.** Licensee represents and warrants that there is no broker in this transaction. Licensee shall indemnify Licensor against the claims of any broker who purports to have represented Licensee.

**LICENSEE:** The American Red Cross

By: \_\_\_\_\_  
Marie Geletei  
Business Operations Manager

Date: \_\_\_\_\_

**LICENSOR:** Township of Plumsted  
ATTEST

\_\_\_\_\_  
Jennifer Witham, Municipal Clerk

By: \_\_\_\_\_  
Robert Bowen, Mayor  
Date: \_\_\_\_\_

**RESOLUTION NO. 2023-322**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
ACKNOWLEDGING AND APPROVING THE PLUMSTED TOWNSHIP  
FIRE DISTRICT #1 TO FILE THE FY2024 AMERICAN RESCUE  
PLAN FIREFIGHTER GRANT (ARPPFG) APPLICATION**

**WHEREAS**, the State of New Jersey has appropriated \$10 million from the American Rescue Plan State Fiscal Recovery Funds to support the purchase of firefighter equipment during this time of heightened community need; and

**WHEREAS**, the Department of Community Affairs, Division of Local Government Services (DLGS) is accepting grant applications for the FY2024 American Rescue Plan Firefighter Grant (ARPPFG); and

**WHEREAS**, Plumsted Fire District #1 is submitting the application to DLGS for the American Rescue Plan Firefighter Grant (ARPPFG) for the FY2024; and

**WHEREAS**, the Mayor and Township Committee acknowledges and approves the filing of an application for the American Rescue Plan Firefighter Grant (ARPPFG) for the FY2024.

**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 Mayor and Township Committee of the Township of Plumsted hereby acknowledges and approves the Plumsted Township Fire District #1 in filing an application for the American Rescue Plan Firefighter Grant (ARPPFG) for the FY2024.
2. That a certified copy of this resolution be included with their grant application submitted to the Division of Local Government Services.

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 7<sup>th</sup> day of **DECEMBER, 2023**.

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**JENNIFER WITHAM, RMC, CMR**  
**Municipal Clerk**

# PLUMSTED TOWNSHIP

## Engineer's Report

12-05-2023



### 1. General Engineering Updates (42500 00)

- 09/05/23 Working on including downtown sidewalk connection 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
- 10/30/23 - Emailed conceptual plan on 10/19/23 for grant application. Working on cost estimate for grant.
- Sent memorandum to Committee regarding Land Use Board requests for Ordinance modifications/updates.
  - Curve at 1 Forest Hill Drive. Emailed specifications and layout for signage on 10/30/23.
- 12/05/23 Follow up email sent to Township regarding Land Use Board requests for Ordinance modifications with revision to Section 2 for Height Limitations.*

### 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.
- 10/30/23 No Update
- 12/05/23 Continuing working with Assessor for recertification revisions; providing proposal for digitizing tax maps per Assessor's request.*

### 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.
- 10/30/23 42500 06A - Awaiting approval of proposal.
- 12/05/23 Proposal approved R2023-293; working on stormwater mapping over this winter.*

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

# PLUMSTED TOWNSHIP

## Engineer's Report

12-05-2023



### 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

### *10/30/23 Additional inlets requiring repairs*

- 21 Hopkins Road - Site visit scheduled for 10/30/23
- Huckleberry needs repairs - ERI to investigate
- Corner of Hickory/Stadnick
- #20 Lauren Lane and sidewalk
- #14 Wythe inlet

## 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.

10/30/23 Work is 85% complete, awaiting schedule for completion of punch list items.

*11/14/23 Punch list work completed; preparing final closeout and payment documentation.*

## 6. Oakford Lake Dam (42524 00)



## PLUMSTED TOWNSHIP

### Engineer's Report

12-05-2023



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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.
10/30/23	No Update

#### 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.
10/30/23	Emailed estimate for additional costs from Contractor for relocation of connection at Municipal Building; awaiting direction.
12/05/23	<i>Change order authorized to complete Municipal Building tie-in to Evergreen Road. Contractor preparing County permit to do work in the right-of-way. Work tentatively scheduled for 12/19-12/21. Contractor restored asphalt at park that was disrupted by this project.</i>

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

06/02/22	Contract is in place.
10/30/23	No Update
12/05/23	<i>Prepared to go out to bid for 2024/2025 contract once approved to do so.</i>

#### 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 Jansen Court and Maria Drive - \$303,255*  
FY2025 - Plum Ridge Road - Tower Road to Oak Leaf Drive

# PLUMSTED TOWNSHIP

## Engineer's Report

12-05-2023



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.
- 10/30/23 Awaiting approval from NJDOT and NJDEP. NJDOT extension approved, award required by 04/2024.
- 12/05/23 *Received comments from NJDEP on 11/29/23. Working on revisions and additional calculations as requested.*

### 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.
- 10/30/23 Anticipated review completion date from PMRS is 11/12/2023.
- 11/21/23 Received NJDOT review comments, Right of Entry request sent to Bible Baptist Church as requested. Plans also sent to Ocean County engineer for review and concurrence.
- 12/05/23 *Received comments from NJDOT. Coordinated with Ocean County and made revisions as requested. Resubmitted to NJDOT for approval 12/01/23.*

### 12. FY2024 NJDOT – Jansen Court & Maria Drive (42523 24C)

- 12/05/23 *The Township received a grant award in the amount of \$303,255.00. Congratulations! We will prepare an engineering proposal for consideration.*

### 13. 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.
- 10/30/23 No Update
- 12/05/23 *Survey work completed, working on design plans, anticipate bidding 02/2024.*

### 14. Lepky Avenue (42592 00)

## PLUMSTED TOWNSHIP

### Engineer's Report

12-05-2023



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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.
10/30/23	No Update
12/05/23	<i>Survey work completed, working on design plans, anticipate bidding 02/2024.</i>

#### 15. 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.
10/30/23	Project is complete, except for final payment. Will submit recommendation.
12/05/23	<i>Awaiting close-out docs from Contractor, Maintenance Bond. Construction complete.</i>

#### 16. 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.
10/30/23	Awaiting County pricing.
12/05/23	<i>Paving, striping and signage has been completed. Will inspect during a rain for any ponding issues.</i>

#### 17. 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.
10/30/23	Inspection tentatively scheduled for 11/08/2023. Application submitted for 2024.
12/05/23	<i>Inspection completed on 11/28/23. Operations are in line with 2023 permit approval. 2024 application on LUB agenda for 12/05/23.</i>

#### 18. 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.

## PLUMSTED TOWNSHIP

### Engineer's Report

12-05-2023



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07/31/23 Conditionally approved at LUB Meeting.  
12/05/23 No update.

#### 19. Venue at Longview (Crosswicks) (42501 00)

10/30/23 Home construction ongoing in Phases 7-9.  
12/05/23 No update.

#### 20. 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.  
12/05/23 No update.

#### 21. Babbitt Major Site Plan (42503 00)

02/28/23 Issued letter of conformance w/ request for fees/bonds/escrows.  
12/05/23 No update. Escrow shortage, no work.

#### 22. 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.  
10/30/23 Application was carried to 11/21/2023 meeting after testimony.  
*12/05/23 Application was carried until January 2024.*

#### 23. MDR Developers Warehouse (42509 01)

10/19/23 Application approved for +/-68,000 sf warehouse on 539. CONformance review issued today, working on Performance Bond Estimate.  
10/30/23 Conformance review letter issued 10/25/2023.  
12/05/23 No update.

#### 24. WaWa Diesl Pump Site Plan (42520 00)



# PLUMSTED TOWNSHIP

## Engineer's Report

12-05-2023



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10/19/23	Performing bond release / puunch list inspection including verification of 2nd air pump installed.
10/30/23	Punch List letter issued 10/25/23.
12/05/23	No update.