

RESOLUTION NO. 2023-325

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

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 **28th** day of **DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

ORDINANCE NO. 2023-24

**AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED
COUNTY OF OCEAN, STATE OF NEW JERSEY
AMENDING AN ORDINANCE ENTITLED "AN ORDINANCE TO ESTABLISH
SALARIES FOR VARIOUS OFFICIALS OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, NEW JERSEY REGULATING THE MANNER OF PAYMENT OF SAME"**

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

SECTION I. Section I of the Salary Ordinance shall be hereby amended to reflect the following wages for the following officers, employees and members of the governing body for the Township of Plumsted commencing 2023:

<u>POSITION</u>	<u>HOURS</u>	<u>MINIMUM</u>	<u>RANGE</u> <u>MAXIMUM</u>
Mayor		1.00	5,220.00/yr
Township Committee		1.00	4,020.00/yr
<u>ADMINISTRATIVE DEPARTMENT HEADS</u>			
Business Administrator (Includes attendance at all meetings)		10,000.00	50,000.00/yr
Chief Financial Officer		15,000.00	85,000.00/yr
Municipal Court Administrator Call-Outs		10,000.00 40.00	50,000.00/yr (certified) 40.00/per call-out
Tax Collector		15,000.00	85,000.00/yr
Tax Assessor		15,000.00	85,000.00/yr
Municipal Clerk/Registrar (Includes attendance at all meetings)		15,000.00	85,000.00/yr
General Maintenance Working Supervisor	40	33,000.00	50,000.00/yr
<u>DEPUTY ADMINISTRATIVE DEPARTMENT HEADS</u>			
Assistant Treasurer		15,000.00	65,000.00/yr
Deputy Chief Financial Officer		15,000.00	70,000.00/yr
Deputy Tax Collector		15,000.00	70,000.00/yr
Deputy Municipal Clerk/Deputy Registrar		15,000.00	70,000.00/yr
Deputy Municipal Court Clerk		1,500.00	30,000.00/yr
Deputy Municipal Court Clerk-Substitute		0	10,000.00/yr
<u>PUBLIC SAFETY</u>			
Public Safety Director	up to 20	1.00	4,020.00/yr
Chief of Police	40	80,000.00	120,000.00/yr

Police Lieutenant	40	80,000.00	118,000.00/yr
Police Officers (Pursuant to Contract-Base Salary)	40	36,000.00	100,000.00/yr
Special Officers			
Class I		15.00	25.00/hr
Class II		15.00	30.00/hr
Class III		15.00	35.00/hr
School Crossing Guards		10.00	15.60/hr
Emergency Management Coordinator		1.00	12,000.00/yr
Deputy Emergency Management Coordinator		0	5,000.00/yr
Police Matron (*occurrence worked outside regular work hours)		45.00	45.00/occurrence*

CONSTRUCTION DEPARTMENT

Construction Code Official	35	2,500.00	85,000.00/yr
Technical Assistant to Construction Office/Office Manager		10,500.00	45,000.00/yr
Building Inspector		2,500.00	15,000.00/yr
Plumbing Inspector/Subcode Official		2,500.00	15,000.00/yr
Electrical Inspector/Subcode Official		2,500.00	15,000.00/yr
Building Subcode Official		2,500.00	15,000.00/yr
Fire Inspector/Subcode Official		2,500.00	15,000.00/yr
Rental/Housing Inspector		75.00	75.00/inspection
Smoke Detector Inspector		0	5,000.00
Floodplain Administrator		1,000.00	6,000.00/yr

VARIOUS

General Maintenance Laborer		500.00	40,000.00/yr
Clerk Typist		2,500.00	40,000.00/yr
Land Use Board Secretary		4,000.00	10,000.00/yr
Municipal Court Judge DWI Session (As per AOC Directive)		5,000.00	18,500.00/yr 800.00/court session
Acting Judge		200.00	500.00/court session
Zoning Official		1,000.00	20,000.00/yr
Deputy Zoning Official		1,000.00	10,000.00/yr

Mobile Home Inspector	1,000.00	6,000.00/yr
Code Enforcement Official	2,500.00	10,000.00/yr
Purchasing Agent	0	15,000.00/yr
Tax Search Officer	500.00	6,000.00/yr
Assessment Search Officer	500.00	6,000.00/yr
Recycling Coordinator	0	2,000.00/yr
Clean Communities Coordinator	0	6,000.00/yr
Drug & Alcohol Alliance Coordinator	1,000.00	8,500.00/yr
Downtown Economic Development Executive Director (Formerly Main Street)	8,000.00	25,000.00/yr
Municipal Humane Law Enforcement Officer	75.00	75.00/occurrence
Public Information Officer	0	15,000.00/yr

All positions shall be up to 35 hours per week, except where indicated differently in this ordinance.

The Deputy Municipal Clerk shall be compensated at the rate of \$150.00 per night meeting. The Zoning Officer, Deputy Zoning Officer and Code Enforcement Officer shall be compensated at the rate of \$75.00 per session for their required attendance at Court and Land Use Board meetings, with the approval of the Business Administrator. The Clerk assigned as Land Use Secretary shall be compensated at the rate of \$150.00 per meeting for Land Use Board meetings.

The Municipal Clerk, Deputy Municipal Clerk, Assistant Treasurer, Chief Financial Officer and Deputy Tax Collector shall be authorized to receive additional pay at the hourly rate of their annual salary in lieu of flex time for hours worked in excess of the normal thirty-five hour work week, but not to exceed forty hours in any week, with the approval of the Business Administrator.

The annual salary of the Municipal Court Administrator excludes all call-out compensation. In the event an hourly/part time Municipal Court Administrator and/or Deputy Court Clerk is needed, they will receive \$40.00 per call out and a court rate of \$100.00 per session. The Municipal Court Clerk (specifically noted in the salary resolution) shall be paid \$100 per session for DWI court sessions through the AERF Grant funds.

The salary scale for police officers is in accordance with the police collective bargaining agreement in effect at the time. All officers working in accordance with any Ocean County Prosecutor or Ocean County Sheriff Grant Reimbursement Program will be paid at an hourly rate according to the Shared Services Agreement with Ocean County, \$55 per hour up to \$70 per hour, unless indicated to be paid at the officer's overtime rate.

Employees will receive mileage reimbursement at the rate established by the Federal Internal Revenue Service for business use of personal vehicles. The rate shall automatically adjust in accordance with the amount specified by the Federal Internal Revenue Service. Travel must be on official Township business in accordance with Plumsted Township Ordinance 46-22.

Current EMT certification for patrolmen is \$500.00 per year in salary upon presentation of satisfactory proof of certification. A yearly stipend will be paid in the amount of \$500.00 to full-time permanent officers that possess and maintain a current EMT certification. The yearly stipend will be paid as a lump sum of \$500.00 through the regular payroll process the last pay period of the year.

Longevity payments are authorized in accordance with Longevity Ordinance 2001-19 and subsequent amending Ordinance 2006-31 for full-time employees. Longevity payments are not considered part of the base salary. Longevity payments are added to the base salary and paid biweekly. Ordinance 2018-12 froze longevity for all employees.

The General Maintenance Working Supervisor and/or laborer shall be compensated at the rate of \$75.00 per meeting for attendance at Recreation Committee meetings up to a maximum of six (6).

SECTION II. The officers, employees and governing body of the Township of Plumsted shall be paid in the following manner:

ANNUALLY: Mayor, Township Committee Members, Public Safety Director (If \$1.00 annually)

MONTHLY: Mayor, Township Committee Members, Public Safety Director—if paid more than \$1.00

BIWEEKLY: All other positions

The pay week for biweekly payroll shall commence on Monday of the first week and run through Sunday of the second week. Pay day will be on Wednesday after the payweek ends. All hourly employees will be paid one week behind example, if the pay week ends on the Sunday before the payday, they will be paid through the Sunday of the previous week).

In the event that the Governing Body determines that it is deemed necessary to close the administrative offices due to inclement weather or a malfunction of facilities in the administration building, hourly part-time employees may be paid at their regular hourly rate of pay for their normal scheduled working hours.

SECTION III. Any salary, wage or compensation not herein mentioned shall remain the same as heretofore.

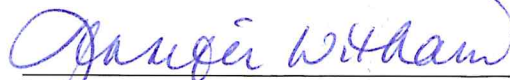
SECTION IV. The salaries, wages and other compensation listed above shall be payable from January 1, 2023, or the date of appointment, whichever is later, pursuant to a resolution adopted by the Township Committee specifying the amount of compensation within the authorized ranges and effective date.

SECTION V. All ordinances or parts of ordinances inconsistent herewith are repealed.

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

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES	12/7/23	12/7/23	12/7/23	12/7/23	12/7/23
ABSTAIN					
NAYS					
ABSENT					

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on the first reading at a meeting of the Township Committee of the Township of Plumsted held on the 7th day of **DECEMBER, 2023** and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **28TH day of DECEMBER, 2023** at 7:00 PM, at the Municipal Building, 121 Evergreen Road, New Egypt, New Jersey, at which time and place any persons desiring to be heard upon the same will be given opportunity to be so heard. Members of the general public may obtain a copy of the ordinance without cost during the normal business hours from the Municipal Clerk's Office, 121 Evergreen Road, New Egypt, NJ 08533.


Jennifer Witham, RMC, CMR
Municipal Clerk

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

Jenn

JENNIFER WITHAM, RMC, CMR
Municipal Clerk



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

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

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

www.AHScares.org

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;

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 1st day of January 2024 and terminate on the 31st 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. 2023-326

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

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

WHEREAS, the anticipated fee for Professional Services is expected to exceed \$17,500.00 so as to require public bidding in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1. et seq.

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

- 1.** That the Mayor and Township Committee do hereby authorize advertisement and the receipt of proposals for Township Auditor and Fee Accountant services for the Year 2024. The Township Clerk shall determine the time and place for the receipt of said proposals.
- 2.** That a Notice to Bidders shall be published in regard to the receipt of proposals for professional services in the Year 2024 in accordance with specifications prepared by the Township of Plumsted.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

CERTIFICATION

I, JENNIFER WITHAM, Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the **28TH** day of **DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-327

**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 \$128,077.93.

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 **28TH** day of **DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

Resolution No. 327

Schedule 'A'

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

Date: December 4, 2023

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk
Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert# 21-00006
Block 10 Lot 11
1 N. Main St.

Please Make checks Payable to:

TLOA OF NJ LLC
PO BOX 669488
DALLAS, TX 75266-9488

Total TTL Fund: \$11,138.13

Total Premium Fund: \$12,100.00

Please return checks to Tax Collector for disbursement.

Thank You

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

Date: December 4, 2023

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk
Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert# 21-00008
Block 17 Lot 11
1 Main St.

Please Make checks Payable to:

TLOA OF NJ LLC
PO BOX 669488
DALLAS, TX 75266-9488

Total TTL Fund: \$23,880.84

Total Premium Fund: \$31,100.00

Please return checks to Tax Collector for disbursement.

Thank You

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

Date: December 4, 2023

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk
Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert # 21-00010
Block 17 Lot 25
31 Evergreen Rd.

Please Make checks Payable to:

TLOA OF NJ LLC
PO BOX 669488
DALLAS, TX 75266-9488

Total TTL Fund: \$18,727.54

Total Premium Acct: \$18,100.00

Please return checks to Tax Collector for disbursement.

Thank You

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

Date: December 4, 2023

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk
Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert # 20-00026
Block 67 Lot 87
12 Stoyk Rd.

Please Make checks Payable to:

WSFS C/F ACTLIEN HOLDING INC
WSFS INSTITUTIONAL SVCS- CG
501 CARR RD, SUITE 100
WILMINGTON, DE 19809

Total TTL Fund: \$2,331.42

Total Premium Acct: \$10,700.00

Please return checks to Tax Collector for disbursement.

Thank You

RESOLUTION NO. 2023-328

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
GRANTING AN EXTENSION OF THE 2023 SOIL
REMOVAL EXCAVATION AND MINING LICENSE TO
EXCAVATING MATERIALS AND EQUIPMENT, INC.**

WHEREAS, pursuant to Chapter 54 of the Code of the Township of Plumsted soil, removal excavation and mining licenses' are referred to the Plumsted Township Land Use Board for its recommendation; and

WHEREAS, Excavating Materials and Equipment, Inc. ("EME") submitted an application for a 2024 license to the Plumsted Township Land Use Board to continue its preexisting operation on the property designated as Block 80, Lot 4; and

WHEREAS, the Plumsted Township Land Use Board will be considering the renewal of the 2023 mining license at their meeting of January 2, 2024; and

WHEREAS, the Township Committee desires to grant EME's request for an extension of their 2023 soil removal excavating and mining license subject to all conditions contained in the Land Use Board's recommendation.

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 an extension up to 60 days for EME, Inc.'s 2023 Soil Removal Excavation and Mining License.
2. That certified copies of this Resolution be provided to EME, the Township Engineer, Gregory McGuckin, Esq. and the Land Use Board.

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 **28th** day of **DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-329

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING PAYMENT FOR THE
INSURANCE OPT-OUT PROGRAM FOR 2023**

WHEREAS, pursuant to the Revised General Ordinances of the Plumsted Township Ordinance, Chapter 46, Section 21, entitled “Insurance”, the Township Committee may determine the cost effectiveness of offering and implementing an “Insurance Opt-Out Program”; and

WHEREAS, the Township of Plumsted may pay a full-time employee a percentage of the savings realized by the Township for health benefits and prescriptions in accordance with the Insurance Opt-Out Program and applicable NJ State Law; and

WHEREAS, those full-time employees that have expressed an interest in the Insurance Opt-Out Program are indicated in the attached Schedule ‘A’; and

WHEREAS, employees who participate in the Insurance Opt-Out Program shall present the Township with proof of insurance; 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 Mayor and Township Committee hereby authorizes the employees indicated in the attached Schedule ‘A’ to participate in the “Insurance Opt-Out Program” in accordance with the Revised General Ordinances of the Plumsted Township Ordinance, Chapter 46, Section 21, entitled “Insurance.
2. That these employees shall be paid the savings realized by the Township for health benefits and prescriptions in accordance with the Insurance Opt-Out Program and applicable NJ State Law.
3. That employees who participate in the Insurance Opt-Out program shall present the Township with proof of insurance by July, 2023 and January, 2024 for the previous six months.
4. That these payments shall be made semi-annually (July, 2023 and January, 2024) with the understanding that such payments will not be considered part of the employee’s base salary and, therefore, there will be no pension deduction. Payroll taxes will be deducted from this payment as required by law.
5. That Schedule ‘A’ attached includes a breakdown of amounts to be paid to the employees.

6. That certified copies of this resolution shall be forwarded to Sharon Gower, Chief Financial Officer, the Municipal Auditor, and all employees listed in the attached Schedule 'A'.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

CERTIFICATION

I, JENNIFER WITHAM, Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the **28TH of DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

SCHEDULE A

Frank Murphy	\$5,000.00 (\$2,500.00/\$2,500.00)
Sharon Gower	\$5,000.00 (\$2,500.00/\$2,500.00)
Earl Meroney	\$5,000.00 (\$2,500.00/\$2,500.00)
Anthony Covone	\$5,000.00 (\$2,500.00/\$2,500.00)
John Garrigan	\$5,000.00 (\$2,500.00/\$2,500.00)
Anthony Creen (effective 12/1/2023)	\$262.78 (paid in January 2024)
Griffin Dublois (effective 12/1/2023)	\$265.77 (paid in January 2024)
Pete Manata Jr. (effective 12/1/2023)	\$265.77 (paid in January 2024)
Remington Johnston III (eff. 12/1/2023)	\$266.27 (paid in January 2024)

CERTIFICATION OF AVAILABILITY OF FUNDS

I, **Sharon Gower**, Chief Financial Officer for the Township of Plumsted, do hereby certify that adequate funds to authorize payment for the Insurance Opt-Out Program for full time employees pursuant to Plumsted Township Ordinance No. 46, Section 21, are available in the 2023 budget.

The funds available for this resolution are to be found in the following line item appropriation:

Health Benefit Waiver
3-01-23-221-282
Amount Not to Exceed \$27,000.00

DATE: December 28, 2023

Sharon Gower, CMFO
Chief Financial Officer

RESOLUTION NO. 2023-330
RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING PAYMENT OF UNUSED HOLIDAYS
FOR MEMBERS OF THE PLUMSTED POLICE
DEPARTMENT

WHEREAS, due to operational reasons, some of the members of the Plumsted Police Department were unable to utilize 2023 floating holidays; and

WHEREAS, members of the Plumsted Police Department have requested reimbursement for these floating holidays as per the attached Schedule "A"; and

WHEREAS, it is the desire of the Mayor and Township Committee to authorize reimbursement for unused 2023 floating as set forth in the attached Schedule "A".

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

1. That the Mayor and Township Committee hereby authorize reimbursement to members of the Plumsted Police Department for unused 2023 floating holidays as indicated in the attached Schedule "A."
2. That certified copies of this resolution shall be forwarded to Plumsted Township Finance Office; Chief Meroney and the members of the Plumsted Police Department indicated in the attached Schedule "A".

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

CERTIFICATION

I, JENNIFER WITHAM, Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the **28th** day of **DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 23-330

SCHEDULE 'A'

Dublois	60 hours (5 holidays)
Goldfluss	156 hours (13 holidays)
Johnston	12 hours (1 holiday)
Manata	60 hours (5 holidays)

RESOLUTION NO. 2023-331

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH THE COUNTY OF OCEAN
FOR VARIOUS SIGNALIZED INTERSECTIONS**

WHEREAS, on April 7, 2021, the Township Committee adopted Resolution No. 2021-169 Authorizing the Execution of an Agreement with the County of Ocean for Traffic Signal Upgrades for Generator Bypass Installation; and

WHEREAS, as of January 2023, the County of Ocean completed the installation of traffic signal upgrades at four (4) intersections within the Township of Plumsted; and

WHEREAS, the four (4) intersections include Route 539 & Route 528, Route 539 & Route 537, Route 537 & Evergreen/Holmes Mill Rd, and Route 537 & Hawkin Road; and

WHEREAS, four (4) agreements were received from the County of Ocean with regards to the battery backup system and generator bypass accommodations for each of the signalized intersections as seen in the attached Schedule 'A'; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8a-1 et seq. authorized the Township of Plumsted to enter into a contract for the provision of certain governmental services with the County of Ocean; and

WHEREAS, N.J.S.A. 40-8 requires such a contract to be authorized by resolution or ordinance; and

WHEREAS, it is the desire of the governing body to authorize the execution of the four (4) agreements with the County of Ocean for the various signalized intersections within the Township of Plumsted and the battery backup system and generator bypass accommodations as set forth in the attached Schedule "A".

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

1. That the Mayor and the Municipal Clerk of the Township of Plumsted are hereby authorized to execute the four (4) agreements with the County of Ocean for the battery backup system and generator bypass accommodations for various signalized intersections within the Township of Plumsted as set forth in the attached Schedule "A".
2. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer, the Plumsted Police Department and the Ocean County 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 **28TH** day of **DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

THIS AGREEMENT made this _____ day of _____, 202 ,
between the COUNTY OF OCEAN, a body politic of the State of New Jersey, having its
principal office and place of business at the Ocean County Administration Building, 101
Hooper Avenue, Toms River, New Jersey 08754, hereinafter referred to as the "County"
and the **Township of Plumsted**, a municipal corporation of the State of New Jersey, having
its principal office and place of business at 121 Evergreen Road, New Egypt, New Jersey,
08533, hereinafter referred to as the "Township".

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

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

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

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

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

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

4. The Township shall supply the generators and required fuel to be used to power County owned traffic signals. The Township shall refuel the generators for the duration of operation. The generators shall meet or exceed the specification provided by the County to the Township.

5. The Township shall request the County to switching the traffic signal power supply to the Township supplied generator. Prior to the usage of the Township generator, County personnel shall inspect the signal to ensure the signal is operating according to plans and timing directives. The County personnel shall connect the generator to the traffic signal and confirm the signal operation.

6. Once the power has been restored, the Township shall notify the County. County personnel shall disconnect the generator from the controller and switch the power supply and confirm the signal operation.

7. Township agrees to provide, at its own expense and upon forty-eight (48) hours notice by the County to the Township Clerk, uniformed officers to direct traffic during installations, inspections or repairs related to the traffic signal system. The Township further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The Township agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the County of such. By acceptance of this Agreement, the Township also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the County, that are within the Township.

8. The County reserves the right to rescind this agreement in giving to the Township in six months' notice in writing of its intention to rescind, which notice shall be served upon the Chairman of the Township Council/Committee of the said Township.

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

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

COUNTY OF OCEAN

ATTEST:

MICHELLE I. GUNTHER, CLERK
BOARD OF COMMISSIONERS

_____, DIRECTOR
BOARD OF COMMISSIONERS

TOWNSHIP OF PLUMSTED

ATTEST:

CLERK

MAYOR

RESOLUTION NO. 2023-332

**A RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING PLUMSTED TOWNSHIP TO EXECUTE AN
AGREEMENT WITH UPPER FREEHOLD TOWNSHIP FOR SUBCONTRACTING
WITH UPPER FREEHOLD TOWNSHIP'S DEPARTMENT OF PUBLIC
WORKS PERSONNEL AND EQUIPMENT**

WHEREAS, the Township Committee of Plumsted Township deem it to be in the best interest of the taxpayers to enter into a shared service agreement with the Township Committee of Upper Freehold Township; and

WHEREAS, Upper Freehold Township will subcontract Public Works Personnel and equipment to Plumsted Township; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits local units of the State to enter into an agreement with any other local unit for the joint provision within their combined jurisdictions for any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS the Township of Plumsted will compensate Upper Freehold Township for services rendered at rates established in rate schedule; and

WHEREAS, an agreement establishing the duties, rights and responsibilities of the two entities is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Plumsted that the Mayor and Township Clerk are hereby authorized to execute the attached agreement with the Township of Upper Freehold for a term commencing January 1, 2024 and expiring December 31, 2024; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Upper Freehold Township Administrator/Chief Financial Officer, Upper Freehold Township Department of Public Works Supervisor and Plumsted Township.

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 **28TH** day of **DECEMBER 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

**SHARED SERVICES AGREEMENT BETWEEN PLUMSTED TOWNSHIP AND
UPPER FREEHOLD TOWNSHIP FOR SUBCONTRACTING OF UPPER
FREEHOLD TOWNSHIP DEPARTMENT OF PUBLIC WORKS PERSONNEL
AND EQUIPMENT**

This Agreement made this ____ day of _____ by and between the Township of Upper Freehold, County of Monmouth, a Municipal Corporation of the State of New Jersey, located at 314 Route 539, Cream Ridge, NJ 08514 and the Township of Plumsted, County of Ocean, a Municipal Corporation of the State of New Jersey, with offices at 121 Evergreen Road, New Egypt, NJ 08533;

WHEREAS, the Township of Upper Freehold operates a full-time Department of Public Works; and,

WHEREAS, the Township of Plumsted utilizes the services of the Ocean County Department of Public Works, as needed; and,

WHEREAS, the Township of Plumsted has contracted with an independent contractor to de-ice their public roads; and,

WHEREAS, Plumsted Township has expressed a need for occasional assistance with various public works repairs; and,

WHEREAS, the Township of Upper Freehold Township is a member of the Monmouth County Joint Insurance Fund and the Township of Plumsted is a member of the Ocean County Joint Insurance Fund and the Township of Plumsted's independent contractor for road de-icing has provided proof of insurance, all having sufficient insurance to satisfy both parties of this agreement; and,

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits local units of the State to enter into an agreement with any other local unit for the joint provision within their combined jurisdictions for any service which any party to the agreement is empowered to render within its own jurisdiction.

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Plumsted Township may request, on an occasional basis, assistance from Upper Freehold Township public works personnel for special tasks to be performed on Plumsted Township's roads. If the Upper Freehold Township public works is able to accommodate Plumsted Township's request, Plumsted Township will reimburse Upper Freehold Township for said work at a regular hourly rate of \$ 25 or, if applicable, an overtime hourly rate of \$ 38. In addition, Plumsted Township will reimburse Upper Freehold Township for the use of special equipment at a rate in accordance with the most recent "FEMA Schedule of Equipment Rates".

This use will be based on the amount of time the equipment is used from the time when it leaves the Upper Freehold Township premises to the time of its return to Upper Freehold's public works yard.

2. Payments will be made in accord with appropriate policy of the municipality.
3. Either party may rightfully withdraw and cancel this Agreement through adoption of a resolution by the municipality's governing body and a certified copy of such a resolution being submitted to the non-withdrawing party.
4. Prior to signature of this Agreement each respective municipality must adopt a resolution pursuant to N.J.S.A. 40A:65-5 authorizing each municipality to enter into said Agreement.
5. The Parties release and discharge each other and their individual Township Committee members, Township employees, agents, subcontractors and volunteers from all liability from loss, damage, and claims of demand therefore, on account of injury to any individual (third party) or property resulting from any negligence of either party (their employees, agents, etc... as listed herein) in the execution of the terms set forth in this Agreement. Each party agrees to indemnify and hold each other harmless from any loss, liability, damage or cost, including attorney fees, arising from the negligent actions of either party (their employees, agents, etc... as listed herein).
6. This Agreement shall remain in effect until **December 31, 2024**, or until either party rightfully cancels under the provisions provided in this Agreement.

TOWNSHIP CLERK
TOWNSHIP OF UPPER FREEHOLD
FREEHOLD

MAYOR
TOWNSHIP OF UPPER

TOWNSHIP CLERK, JENNIFER WITHAM
PLUMSTED TOWNSHIP

MAYOR
PLUMSTED TOWNSHIP

RESOLUTION NO. 2023-333

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE RENEWAL OF AN AGREEMENT
WITH MONMOUTH WIRE & COMPUTER RECYCLING, INC.
TO PROVIDE COLLECTION AND RECYCLING SERVICES TO
PLUMSTED TOWNSHIP FOR ELECTRONIC EQUIPMENT**

WHEREAS, Monmouth Wire & Computer Recycling, Inc. provides the collection and recycling services to Plumsted Township for electronic equipment collected or received from Plumsted Township; and

WHEREAS, it is the desire of the Mayor and Township Committee to renew the agreement between Plumsted Township and Monmouth Wire & Computer Recycling, Inc. for the term of January 1, 2024 to December 31, 2024.

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

1. That the Mayor and Township Committee do hereby authorize the renewal of the agreement with Monmouth Wire & Computer Recycling, Inc. to provide collection and recycling service to the Plumsted Township Recycling Center for electronic equipment collected or received from Plumsted Township residents at a fee of \$300.00 per pick up of 33 yard containers.
2. That said agreement is for January 1, 2024 to December 31, 2024.
3. That the Mayor is hereby authorized to execute any and all paperwork in regard to this contract.
4. The following is the line item appropriation which constitutes the availability of funds for this agreement:

**RECYCLING TONNAGE GRANT
G-02-41-701-300
Amount Not to Exceed \$3,000.00**

5. A certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer; Monmouth Wire & Computer Recycling, Inc., and the Plumsted Township Recycling Coordinator.

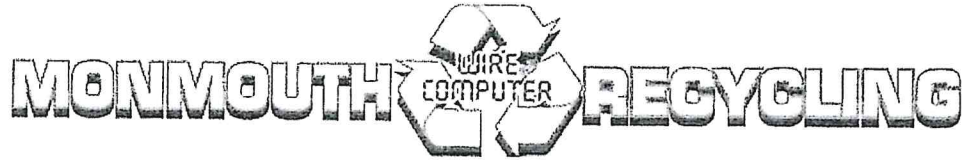
NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

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 **28th** day of **DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

Resolution No. 2023 - 333 Schedule A



PLUMSTED TOWNSHIP
ELECTRONIC WASTE RECYCLING PROPOSAL

December 6, 2023

CHRISTOPHER MASSARO
732-922-3320
chris@computerreclamation.com

INTRODUCTION

Monmouth Wire & Computer Recycling Inc. is a full service electronics-recycling firm located at 3250 Shafto Rd. Tinton Falls, NJ 07753. Established in 1987, MWCR's 30,000 square foot, secure facility provides environmentally safe eWaste recycling solutions. Licensed by the NJ Department of Environmental Protection and the EPA as a "Class D" facility to demanufacture and recycle electronics, MWCR is subject to a random, monthly inspection by NJDEP enforcement agents in order to check for compliance with local, state, and federal recycling laws and regulations.

As environmental sustainability is a top priority for our firm, MWCR has achieved the R2:2013 Responsible Recycling (<http://www.sustainableelectronics.org>) ISO 1400:2015, and ISO 45001:2018 certifications. These certifications include an annual audit by a 3rd party accreditation body in order to check for compliance with regulations and principles set forth by each Environmental, Health, and Safety Management System with their main focuses on data security, environmental practices, proper e-waste disposal, and remarketing/reuse.

Electronics are dismantled in-house and broken down completely. Different components and metals are separated based on their metal composition and end-of-life value. Components and metals are sent to specialized facilities in order to return the raw materials back to the marketplace. MWCR operates under a strict no-landfill policy and to coincide, MWCR's downstream vendors are required to have all appropriate licenses and when applicable, meet the requirements of E-Stewards, ISO 14001:2015 and/or R2:2013 Standards.

SCOPE OF WORK

Monmouth Wire and Computer Recycling, Inc. (MWCR) will provide the PLUMSTED TOWNSHIP Recycling Center with one 33 yd. roll-off container. PLUMSTED TOWNSHIP is responsible for and loading each container in the most efficient way possible. When full or nearing capacity, PLUMSTED TOWNSHIP may either call or email MWCR for a pickup/swap out. MWCR guarantees the pickup/swap out is to occur no later than 48 hours of notification. An empty container will always be left at the site upon picking up the full container. CEDs and Non-CEDs may be comingled.

When the load arrives at MWCR, the truck is weighed-in on one of three certified truck scales. Upon the receipt of any load all material is unloaded, separated, and weighed in by type (TVs, Monitor, PCs, Laptops, Etc.) on our floor scales. Upon completion, weights acquired from the individual weigh-in of pallets and items are crosschecked with the original scale receipt to insure accuracy. A breakdown and recycling certificate are issued with each load. A sample breakdown and recycling certificate are attached for your review.

All hard drives/sensitive media devices will be shredded and recycled and customers' information is guaranteed safe in MWCR's secure, alarm-enabled, video-recorded, facility.

MWCR also offers asset recovery services, which compliment our recycling capabilities. Equipment that is received from our customers flows through a process of testing and remarketing, which may include component level and/or complete systems.

If PLUMSTED TOWNSHIP decides to host a collection event off premises, Monmouth Wire and Computer Recycling will provide a container to a specified location for a specified length of time for the collection of consumer electronics. Events can be sponsored by a public organization or church or civic group, given adequate notice and an appropriate site. If PLUMSTED TOWNSHIP or an organization within PLUMSTED TOWNSHIP is interested in hosting an event please call (732) 922-3320 or email us at events@computerreclamation.com.

FEE SCHEDULE

\$300.00 charge per container pull flat rate "Charges for the collection and recycling of Non-CEDs Only"

This agreement will last for a duration of one year after being signed by both parties and can be terminated by either party at any time with at least thirty days written notice.

Plumsted Township

Monmouth Wire & Computer Recycling, Inc.

RESOLUTION NO. 2023-334

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH FRESH CLEANING SERVICES, LLC TO PROVIDE
CLEANING SERVICES FOR PLUMSTED TOWNSHIP**

WHEREAS, there is a need to provide cleaning services to the Plumsted Township municipal offices; and

WHEREAS, Fresh Cleaning Services, LLC has proposed to provide cleaning services to the Plumsted Township municipal offices for an annual fee not to exceed \$17,250.00; and

WHEREAS, the term of this agreement is from January 1, 2024 to December 31, 2024.

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

1. That the Mayor and Township Committee hereby authorizes the Mayor to execute any and all paperwork in regard to the agreement with Fresh Cleaning Services, LLC to provide cleaning services to the Plumsted Township municipal offices for an annual fee not to exceed \$17,250.00, which agreement is attached hereto as Schedule "A."
2. The term of said agreement is from January 1, 2024 to December 31, 2024.
3. The funds available for this project are in the following account:

**Public Buildings & Grounds – Building Maintenance
4-01-26-310-237
Amount Not to Exceed
\$17,250.00**

4. A certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer; Fresh Cleaning Services, LLC and the Maintenance Supervisor.

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 **28th** day of **DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-335

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF A SCHEDULE "C"
AGREEMENT WITH THE COUNTY OF OCEAN FOR 2024**

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8a-1 et seq. authorized the Township of Plumsted to enter into a contract for the provision of certain governmental services with the County of Ocean; and

WHEREAS, N.J.S.A. 40-8 requires such a contract to be authorized by resolution or ordinance; and

WHEREAS, it is the desire of the governing body to authorize the execution of a contract with the County of Ocean for the provision of services, materials and equipment as set forth in Schedule "C" attached hereto.

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

1. That the Mayor and the Municipal Clerk of the Township of Plumsted is hereby authorized to execute a Schedule "C" agreement with the County of Ocean in accordance with the provisions of the law to include \$16,000.00 for the Road Department, \$4,000 for the Engineering Department, and no amount for vehicle services for a total sum not to exceed \$20,000.00. A copy of said agreement is attached hereto and made a part hereof as Schedule "C".
2. Annexed hereto and following are the line item appropriations or ordinances which constitute the availability of funds for this agreement:

**ROAD REPAIRS & MAINTENANCE
COUNTY SCHEDULE C
4-01-26-290-249
Amount Not to Exceed \$6,000.00**

**ENGINEERING SERVICES
COUNTY SCHEDULE C
4-01-26-290-249
Amount Not to Exceed \$4,000**

**SNOW REMOVAL
4-01-26-290-350
Amount Not to Exceed \$10,000.00**

3. This agreement is for the period of January 1, 2024 to December 31, 2024.

4. That a copy of this agreement referenced herein shall be kept on file and made available for public inspection in the Municipal Clerk's office during normal business hours.

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 **28th** day of **DECEMBER, 2024**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2023-336

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING A TRANSFER OF APPROPRIATIONS
IN ACCORDANCE WITH THE PROVISIONS OF
N.J.S.A. 40A:4-58**

WHEREAS, N.J.S.A. 40A:4-58 authorizes the transfer of appropriations during the last two (2) months of any fiscal year; and

WHEREAS, N.J.S.A. 40A:4-58 requires that a resolution authorizing such a transfer must be adopted by not less than a two-thirds vote of the full membership of the governing body; and

WHEREAS, the Chief Financial Officer for the Township of Plumsted has requested authorization to make certain appropriation transfers in accordance with the requirements of **N.J.S.A. 40A:4-58**; and

WHEREAS, it is the desire of the governing body to authorize the transfer of funds as follows:

<u>AMOUNT</u>	<u>FROM ACCOUNT</u>
\$15,000.00	Financial Admin S&W 3-01-20-130-111
\$8,000.00	Group Health Insurance 3-01-23-220-272
\$5,000.00	Downtown Economic S&W 3-01-20-173-111
\$10,000.00	Settlements & Adjustments S&W 3-01-30-416-111
\$17,000.00	Snow Removal 3-01-26-290-350
<u>AMOUNT</u>	<u>TO ACCOUNT</u>
\$10,000.00	Legal Expenses-Labor/Special Counsel 3-01-20-155-217
\$25,000.00	Township Attorney 3-01-20-155-233
\$16,000.00	PD- Vehicle Maintenance 3-01-25-240-267
\$1,000.00	PBG- Vehicle Maintenance 3-01-26-310-267
\$3,000.00	PBG- Janitorial Supplies 3-01-26-310-229

WHEREAS, the total amount of funds being transferred under this resolution is **\$55,000.00.**

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 transfer of funds as set forth above in accordance with the requirements of **N.J.S.A. 40A:4-58.**

2. That this resolution was adopted by not less than two-thirds vote of the full membership of the Township Committee.

3. That a certified copy of this resolution shall be forwarded to the Township Auditor and the Chief Financial Officer.

NAME	CUOZZO	GRILLETTO	HAMMERSTONE	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

CERTIFICATION

I, JENNIFER WITHAM, Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the **28TH of DECEMBER, 2023.**

JENNIFER WITHAM, RMC
Municipal Clerk

RESOLUTION NO. 2023-337

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE REFUND OF AN OVERPAYMENT
FOR OFF-DUTY POLICE EMPLOYMENT
TO LAURITA WINERY**

WHEREAS, Laurita Winery has requested that the Township Committee authorize the refund of an overpayment for off-duty police employment in the amount set forth below:

Laurita Winery

\$1,680.00

WHEREAS, Laurita Winery has requested said refund via email to Plumsted Township, a copy of which is attached hereto and made a part hereof as Schedule "A"; and

WHEREAS, the total amount to be refunded under this resolution is \$1,680.00.

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 refund the off-duty police employment fee in accordance with Schedule "A", attached hereto and made a part hereof.
2. That the aforementioned refunds are contingent upon the execution of a Township voucher by the respective party listed on Schedule "A".
3. That a certified copy of this resolution shall be forwarded to Laurita Winery and the 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 **28th** day of **DECEMBER, 2023**.

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

**RESOLUTION 2023-337
SCHEDULE A**

Sharon Gower - CFO

From: Pam Flockhart <pam@lauritawinery.com>
Sent: Monday, November 13, 2023 1:11 PM
To: Sharon Gower - CFO
Subject: Re: Billing For Police Off-Duty Employment

Hi Sharon. We did not require police presence for this past weekend. If you could refund the money that would be great.

Thank you, and have a good day.

Pam Flockhart
Laurita Winery, LLC

On Mon, Oct 30, 2023 at 9:15 AM Sharon Gower - CFO <cfo@plumsted.org> wrote:

You still have something scheduled for 11/11? Is that correct?

Thank You,

Sharon Gower, CFO
121 Evergreen Road
New Egypt, NJ 08533
609-758-2241 x.115



Please consider the environment before printing this mail.