

PLUMSTED TOWNSHIP  
MUNICIPAL BUILDING  
121 EVERGREEN ROAD  
NEW EGYPT, NJ 08533  
[www.plumsted.org](http://www.plumsted.org)

6:00 pm Executive Session/7:00 pm Workshop and Regular Session

December 1, 2022 AGENDA

1. CALL TO ORDER

2. OPEN PUBLIC MEETINGS ACT - "This meeting is being held in compliance with the Open Public Meetings Act, it was presented for publication to the Asbury Park Press and the Trenton Times and posted on the Bulletin Board."

3. ROLL CALL: CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

4. RESOLUTION NO. 2022-345 - 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 (\*\*Discussion Only – No Official Action Taken During Executive Session)

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

5. ROLL CALL: CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

6. FLAG SALUTE

7. INVOCATION

8. WORKSHOP SESSION

A. MAYOR'S DISCUSSION ITEMS

B. AGENDA REVIEW WITH DISCUSSION BY TOWNSHIP COMMITTEE

C. TOWNSHIP COMMITTEE DISCUSSION AND THEIR DEPARTMENT LIAISON REPORTS

D. DISCUSSION ITEMS –

9. REGULAR SESSION – OFFICIAL ACTION

10. MINUTES TO BE CONSIDERED FOR APPROVAL: none

11. CORRESPONDENCE:

- Letter of Resignation from June d. Madden

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

- Letter of Resignation from Officer Zagacki

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

12. PRESENTATIONS:

- C.E.R.T. Member Kate Tallon

13. ORDINANCE: SECOND READING

ORDINANCE NO. 2022-05 – AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 6 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "BUILDING AND HOUSING," ARTICLE I, ENTITLED "UNIFORM CONSTRUCTION CODE, SECTION 6-4, ENTITLED "BASIS OF FEES"

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_  
CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**ORDINANCE NO. 2022-07** - AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 5 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "BRUSH, GRASS AND WEEDS, REMOVAL OF" SO AS TO CREATE A NEW SECTION 5-7, ENTITLED "INVASIVE PLANTS"

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_  
CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**ORDINANCE NO. 2022-08** - AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 15 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "ZONING" SO AS TO CREATE A NEW SECTION 15-16, ENTITLED "BUILDING STANDARDS, COMMERCIAL"

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_  
CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**ORDINANCE NO. 2022-09** - AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 15 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "ZONING," SECTION 5, ENTITLED "GENERAL REGULATIONS," SO AS TO CREATE A NEW SUBSECTION 22, ENTITLED "IMPROPER DISPOSAL OF WASTE"

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_  
CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**ORDINANCE NO. 2022-10** - AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 15 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "ZONING," SECTION 5, ENTITLED "GENERAL REGULATIONS," SO AS TO CREATE A NEW SUBSECTION 23, ENTITLED "ILLCIT CONNECTION"

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_  
CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**ORDINANCE NO. 2022-11** - AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 43 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "PARKS AND RECREATIONAL AREAS," SECTION 2, ENTITLED "CONDUCT AND PROHIBITED ACTS," SO AS TO CREATE A NEW SUBSECTION M, ENTITLED "WILDLIFE FEEDING"

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_  
CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**14. ORDINANCE: INTRODUCTION**

**ORDINANCE NO. 2022-12** - AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST RELATING TO SANITARY SEWER INSTALLATIONS

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**ORDINANCE NO. 2022-13** - AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING ORDINANCE 2017-17 WHICH WAS AMENDED BY ORDINANCE 2020-06 ADOPTING A SANITARY SEWER MANDATORY HOOKUP REQUIREMENT TO BE SET FORTH IN THE RULES AND REGULATIONS OF THE PLUMSTED MUNICIPAL UTILITIES AUTHORITY

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**15. RESOLUTION CONSENT AGENDA:**

**THE FOLLOWING RESOLUTIONS ON A CONSENT AGENDA ARE CONSIDERED ROUTINE AND SHALL BE ENACTED BY ONE MOTION. SHOULD ANY MEMBER OF THE TOWNSHIP COMMITTEE SEEK SEPARATE DISCUSSION OF ANY ITEM, THAT ITEM SHALL BE REMOVED AND DISCUSSED SEPARATELY. THE FOLLOWING RESOLUTIONS WILL BE VOTED ON IN ONE VOTE.**

**RESOLUTION NO. 2022-346** – AUTHORIZING PAYMENT OF SEWER LOANS

**RESOLUTION NO. 2022-347** – AUTHORIZING PAYMENT OF ELECTION DAY FLEX TIME FOR THE MUNICIPAL CLERK'S OFFICE

**RESOLUTION NO. 2022-348** – AUTHORIZING THE ISSUANCE OF CHECKS FOR THE REDEMPTION OF TAX SALE CERTIFICATES

**RESOLUTION NO. 2022-349** – CANCELLING 2022 AND REFUNDING PROPERTY TAXES DUE TO TOTALLY DISABLED VETERAN STATUS EFFECTIVE 10/21/22 FOR RENEE D. SMITH (BLOCK 61, LOT 19)

**RESOLUTION NO. 2022-350** – AUTHORIZING THE REFUND OF 2022 3<sup>rd</sup> QUARTER DUPLICATE PAYMENT OF TAXES

**RESOLUTION NO. 2022-351** – AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH MONMOUTH WIRE & COMPUTER RECYCLING, INC. TO PROVIDE COLLECTION AND RECYCLING SERVICES TO PLUMSTED TOWNSHIP FOR ELECTRONIC EQUIPMENT

**RESOLUTION NO. 2022-352** – AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FRESH CLEANING SERVICES, LLC TO PROVIDE CLEANING SERVICES FOR PLUMSTED TOWNSHIP

**RESOLUTION NO. 2022-353** – AUTHORIZING A STIPEND TO EDDIE ROMAN FOR PERFORMING ADDITIONAL DUTIES

**RESOLUTION NO. 2022-354** – AUTHORIZING A STIPEND TO JENNIFER WITHAM FOR PERFORMING ADDITIONAL DUTIES

**RESOLUTION NO. 2022-355** – AUTHORIZING A CONTRACT WITH ASSOCIATED HUMANE SOCIETIES/POPCORN PARK TO PROVIDE ANIMAL CONTROL SERVICES FOR PLUMSTED TOWNSHIP

**RESOLUTION NO. 2022-356** – OPPOSING TOLL INCREASES PROPOSED BY THE NEW JERSEY TURNPIKE AUTHORITY AND SOUTH JERSEY TRANSPORTATION AUTHORITY

**RESOLUTION NO. 2022-357** – AUTHORIZING PAYMENT FOR PROFESSIONAL SERVICES RENDERED BY BONNIE R. PETERSON AS ALTERNATE/CONFLICT PROSECUTOR

**RESOLUTION NO. 2022-358** – OPPOSING THE DECISION BY GOVERNOR MURPHY NOT TO LIMIT THE INCREASE OF EMPLOYEE CONTRIBUTIONS FOR THE COUNTY AND MUNICIPAL WORKER

**RESOLUTION NO. 2022-359** – AUTHORIZING AN AGREEMENT WITH WIRELESS COMMUNICATIONS & ELECTRONICS FOR E-TICKET PRINTERS AND READERS FOR THE PLUMSTED TOWNSHIP POLICE DEPARTMENT

**RESOLUTION NO. 2022-360** – APPOINTING CATHERINE PARRINO AS A VIOLATIONS CLERK FOR THE PLUMSTED TOWNSHIP MUNICIPAL COURT

**RESOLUTION NO. 2022-361** – AUTHORIZING PAYMENT OF UNUSED FLOATING HOLIDAYS FOR MATTHEW GOLDFLUSS

**RESOLUTION NO. 2022-362** – AUTHORIZING A MEDICAL LEAVE OF ABSENCE FOR KEVIN LEONARD

**RESOLUTION NO. 2022-363** – AUTHORIZING THE EXECUTION OF A SCHEDULE "C" AGREEMENT WITH THE COUNTY OF OCEAN FOR 2023

**RESOLUTION NO. 2022-364** – 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

**RESOLUTION NO. 2022-365** – AUTHORIZING THE REFUND OF UNUSED ESCROWS TO GEORGE AND MICHELLE HEALEY

**RESOLUTION NO. 2022-366** – AUTHORIZING AN AGREEMENT WITH ELEGANT EXTERIORS

**RESOLUTION NO. 2022-367** – AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH EASTERN ARMORED CAR SERVICES, INC.

**RESOLUTION NO. 2022-368** – AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF PLUMSTED AND THE COUNTY OF OCEAN FOR THE FY2022/23 MOVE OVER LAW ENFORCEMENT PROGRAM (M.O.L.E.P.)

**RESOLUTION NO. 2022-369** – AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF PLUMSTED AND THE COUNTY OF OCEAN FOR THE FY 2022/23 DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM (D.W.I.E.P.)

**RESOLUTION NO. 2022-370** – AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF PLUMSTED AND THE OCEAN COUNTY PROSECUTOR’S OFFICE FOR THE DRUG RECOGNITION EXPERT CALLOUT PROGRAM (“D.R.E.C.P.”) GRANT FOR FY 2022/23

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**16. BINGO AND RAFFLES LICENSE APPLICATIONS**

- Raffles 2022-25 for a Tricky Tray on 3/11/202 for the American Legion Auxiliary Unit 455
- Raffles 2022-26 for an On Premise 50/50 on 3/11/202 for the American Legion Auxiliary Unit 455

**17. REPORTS OF DEPARTMENTS AND PROFESSIONALS** – December 1, 2022 BILL LIST

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**18. REPORTS SUBMITTED FOR COMMITTEE REVIEW:**

- ENGINEER’S REPORT – December 1, 2022
- CONSTRUCTION REPORT – Plumsted & New Hanover October 2022
- TAX COLLECTOR REPORT – September & October 2022
- FINANCIAL REPORTS –Revenue Summary by Month October 2022; Abbreviated Summary Budget Account Status October 2022; Treasurer’s Report September 2022 (Amended)
- POLICE DEPARTMENT REPORT – October 2022
- PLUMSTED BOARD OF FIRE COMMISSIONERS DISTRICT #1 MEETING MINUTES – August 1, 2022; September 12, 2022; October 3, 2022
- PLUMSTED TOWNSHIP MUA MINUTES - none

**19. OLD BUSINESS**

**20. NEW BUSINESS**

**21. PUBLIC COMMENT: COMMENTS FROM THE PUBLIC ARE INVITED BUT MAYBE LIMITED TO FIVE (5) MINUTES FOR EACH SPEAKER**

**22. CONTINUATION OF EXECUTIVE SESSION IF NEEDED  
(Discussion Only – No Official Action Taken During Executive Session)**

**23. ADJOURNMENT**

CALABRESE \_\_\_\_\_ CUOZZO \_\_\_\_\_ GRILLETTO \_\_\_\_\_ MARINARI \_\_\_\_\_ BOWEN \_\_\_\_\_

**TOWNSHIP COMMITTEE MEETINGS WILL BE ADJOURNED NO LATER THAN 11:00 PM**

*Remote Meeting Access:*

Plumsted Township is inviting you to a scheduled Zoom meeting.

Topic: Township Committee Meeting

Time: Dec 1, 2022 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/8101444902>

Meeting ID: 810 144 4902

One tap mobile

+13017158592,,8101444902# US (Washington DC)

+13052241968,,8101444902# US

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

Meeting ID: 810 144 4902

Find your local number: <https://us02web.zoom.us/u/kceSlkBBsd>

**RESOLUTION NO. 2022-345**

**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:** Personnel

**CONTRACTUAL:** EMS

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	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>st</sup> day of **DECEMBER, 2022**.

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

**ORDINANCE NO. 2022-05**

**AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 6 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "BUILDING AND HOUSING," ARTICLE I, ENTITLED "UNIFORM CONSTRUCTION CODE, SECTION 6-4, ENTITLED "BASIS OF FEES"**

**BE IT ORDAINED**, by the Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey that Chapter 6 of the General Ordinances of the Township of Plumsted entitled "Building and Housing," Article I, entitled "Uniform Construction Code, Section 6-4, entitled "Basis of Fees" is hereby amended and supplemented as follows:

**SECTION 1.** Section K, entitled "Enforcing agency fees," subsection (2) is hereby amended so as to read as follows:

- (2) The minimum fee for a basic construction permit, covering any, or all building, plumbing, mechanical, electrical or fire protection work is one-hundred dollars (\$100) for residential property and one hundred forty dollars (\$140) for commercial property.

**SECTION 2.** Section K, entitled "Enforcing agency fees," subsection (4), entitled "Renovations, alterations, repair and minor work fees," is hereby amended and supplemented so as to create a new subsection (d), entitled "Other building fee," which shall read as follows:

(d) Other building fees.

- [1] Radon remediation: \$100
- [2] Permit Reinstatement: \$50 each discipline (anything over 1 year old with no inspection on open permits)
- [3] Roof Mount Solar minimum fee: \$100
- [4] Ground Mount Solar minimum fee: \$100

**SECTION 3.** Section K, entitled "Enforcing agency fees," subsection (5), entitled "Plumbing fees," subsections (c), (d), (e), (f), (k) and (l) are hereby amended as follows:

- (c) Cross connections and backflow preventers that are subject to testing, requiring inspection annually: \$90.
- (d) The minimum fee for an inspection is \$100 for residential property and \$140 for commercial property.
- (e) Lawn sprinkler flat fee: \$90. (Residential non-testable backflows and appurtenances).
- (f) The fee shall be \$90 for single boiler hydronic piping for a single-family residence. For all other structures, the fee shall be \$35 per floor of each structure.

- (k) The fee shall be \$85 for each sewer/septic and water utility connection.
- (l) Mechanical fees shall be as follows: The fee shall be \$90 for each fuel oil, steam boiler, hot water boiler, and hot air furnace. The fee shall be \$45 for each gas piping.

**SECTION 4.** Section K, entitled “Enforcing agency fees,” subsection (5), entitled “Plumbing fees,” subsection (l), entitled “Mechanical fees.” is hereby amended and supplemented so as to create new subsections [1] through [10], which shall read as follows:

[1]	Oil Tank:	\$125
[2]	LPG Tank:	\$125
[3]	Fireplace:	\$90
[4]	Generator:	\$90
[5]	Chimney Liner/Gas:	\$90
[6]	Air Conditioning Unit:	\$90
[7]	Air Conditioning Coil	\$20
[8]	Backflow preventer (any hot water boiler):	\$90
[9]	Duct work:	\$90
[10]	B Vent Chimney	\$90

**SECTION 5.** Section K, entitled “Enforcing agency fees,” subsection (5), entitled “Plumbing fees,” is hereby amended and supplemented so as to create new subsections (m) and (n), which shall read as follows:

(m) Other plumbing fees.

[1]	Air conditioning unit:	\$90
[2]	Air conditioning coil:	\$20
[3]	Furnace	\$90

(n) Annual backflow test (commercial): \$70

**SECTION 6.** Section K, entitled “Enforcing agency fees,” subsection (6), entitled “Electrical fees,” subsection (d), entitled “Pools,” is hereby amended to read as follows:

(d) Pools.

[1] Residential permanently installed pools, in-ground or above ground, including hot tubs/spa, fountains (each): \$150

**SECTION 7.** Section K, entitled “Enforcing agency fees,” subsection (6), entitled “Electrical fees,” is hereby amended and supplemented so as to create a new subsection (h), which shall read as follows:

(h) [1] Roof Mount Solar: \$195



[2]	Automatic Transfer Switch:	\$130
[3]	Ground Mount Solar:	\$195

**SECTION 8.** Section K, entitled “Enforcing agency fees,” subsection (6), entitled “Electrical fees,” subsection (g), is hereby amended to read as follows:

- (g) The minimum fee for an inspection is \$100 for residential property and \$140 for commercial property.

**SECTION 9.** Section K, entitled “Enforcing agency fees,” subsection (7), entitled “Fire protection fees,” subsection (j) is hereby amended to read as follows:

- (j) Installation of above or underground fuel tank for R-5 use only: \$85.

**SECTION 10.** Section K, entitled “Enforcing agency fees,” subsection (7), entitled “Fire protection fees,” is hereby amended and supplemented so as to create a new subsection (k) entitled “Other fees,” which shall read as follows:

- (k) Other fees.

- [1] Storage tank.

500 gallons or less	\$100 each
501-1000 gallons:	\$175 each
1001-2500 gallons:	\$275 each
2501 gallons and over:	\$525 each

- [2] Removal of UST or AST.

[a] Residential:	\$125
[b] Commercial:	\$150

- [3] Fireplace: \$90

- [4] Chimney liner/solid fuel: \$90

- [5] Residential sprinkler system: \$250

- [6] Fire suppression water tank installation or removal.

500 gallons or less:	\$125
501-1000 gallons:	\$175
1001-2500 gallons:	\$275
2501 gallons and over:	\$525

- [7] Roof Mount Solar minimum fee: \$100

- [8] Ground Mount Solar minimum fee: \$100

[9] Commercial minimum fee: \$140

[10] Permit reinstatement fee. Anything over 1 year old with no inspections on open permit.

[a] Residential: \$50  
[b] Commercial: \$150

**SECTION 11.** Section K, entitled “Enforcing agency fees,” subsection (9), entitled “Certificates and other permits,” subsection (s) is hereby amended to read as follows:

(s) The fee to inspect a fireplace and chimney is ninety dollars (\$90).

**SECTION 12.** Section K, entitled “Enforcing agency fees,” subsection (10), entitled “Periodic inspections,” subsection (c) is hereby amended to read as follows:

(c) For cross connections and back-flow preventers that are subject to testing, requiring re-inspection every twelve (12) months, the fee shall be seventy dollars (\$70) for each device when they are tested.

**SECTION 13.** Section 6-4, entitled “Basis of Fees” is hereby amended so as to create a new subsection L, entitled “State of New Jersey training fee,” which shall read in its entirety as follows:

L. State of New Jersey training fee. The State of New Jersey training fee shall be calculated in accordance with N.J.A.C. 5:23-4.19, as amended and supplemented from time to time.

**SECTION 14.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 15.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 16.** Since this ordinance is legislative in nature, there shall be the codification of same in the General Ordinance Book of the Township of Plumsted.

**SECTION 17.** This ordinance shall take effect after second reading and publication as required by law.

NAME	CALABRESE	CUOZZO	GRILLETTO	MARINARI	BOWEN
AYES	10/6/22	10/6/22	10/6/22		10/6/22
ABSTAIN					
NAYS					
ABSENT				10/11/22	

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Plumsted held on the **6th** day of **October, 2022** and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **3rd** day of **November, 2022** at 7:00 PM, at the Municipal Building, 121 Evergreen Road, New Egypt, NJ 08533, at which time and place any person desiring to be heard upon the same will be given the opportunity to be so heard.

*December*

*1st*

Pursuant to N.J.S.A. 40:49-2, as amended, further notice is hereby given that the purpose of the forgoing ordinance is to increase Uniform Construction Code Building and Housing fees.

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

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

**ORDINANCE NO. 2022-07**

**AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING  
AND SUPPLEMENTING CHAPTER 5 OF THE  
GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED,  
ENTITLED “BRUSH, GRASS AND WEEDS, REMOVAL OF” SO AS TO  
CREATE A NEW SECTION 5-7, ENTITLED “INVASIVE PLANTS”**

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

**SECTION 1.** Chapter 5, entitled “Brush, Grass and Weeds, Removal of” of the General Ordinances of the Township of Plumsted is hereby amended and supplemented so as to create a new § 5-7, entitled “Invasive Plants,” which shall read in its entirety as follows:

**§ 5-7. Invasive Plants.**

- A. Definitions. As used in this section, the following definitions shall have the following meanings indicated:
- INVASIVE PLANTS – All native and non-native vines and vegetation that grow out of place and are competitive, persistent, and pernicious. These plants may damage trees, vegetation, or structures. Examples include, but are not limited to, bamboo (spreading or running type), poison ivy or oak.
- B. Control of growth. All persons must control the growth of invasive plants. Failure to control the spread of such vegetation beyond the boundaries of a resident's property is a violation of this section.
- C. Inspections. All places and premises in the Township of Plumsted shall be subject to inspection by the enforcing officer. Such inspections shall be performed by such person, persons or agency duly authorized and appointed by the Township of Plumsted, which is including, but not limited to, the Ocean County Master Gardeners. Such inspection shall be made if that official has reason to believe that any section of this section is being violated.
- D. Violations and Penalties.
- (1) Whenever an invasive plant as defined by this section is found on any plot of land, lot or any other premises or place, and is found to lack appropriate physical barriers to prevent the spread or growth of the species, or is found to have spread beyond the boundaries of a property, a violation shall be given to the owner of the property from which the invasive species has spread, in writing, to remove or abate the same within 30 days. The cost of all remedies, including the removal of plantings of invasive plants, shall be borne by the property owner.

- (2) Any person violating the provisions of this section shall, upon conviction, be punishable by a fine of not more than \$2,000 or community service as determined by the Municipal Court. The continuation of such violation for each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuation of such violation may be punished as provided above for each separate offense.
- (3) Notwithstanding any other penalty or fine which may be imposed under this section, if an owner fails to comply with the removal or abatement of an invasive plant, the Township may thereafter remove or otherwise abate the planting and thereafter recover the costs of such removal or abatement from the property owner by placing a lien against the property.

E. Plantings of invasive plants prohibited. All new in-ground plantings of invasive plants are strictly prohibited. All existing plantings must be contained by appropriate physical barriers to prevent the growth or spread of existing invasive species beyond the boundaries of a resident's property.

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

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

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

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

NAME	CALABRESE	CUOZZO	GRILLETTO	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Plumsted held on the **3<sup>RD</sup>** day of **NOVEMBER, 2022** and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **1<sup>ST</sup>** day of **DECEMBER, 2022** at 7:00 PM, at the Municipal Building, 121 Evergreen Road, New Egypt, NJ 08533, at which time and place any person desiring to be heard upon the same will be given the opportunity to be so heard.

Pursuant to N.J.S.A. 40:49-2, as amended, further notice is hereby given that the purpose of the forgoing ordinance is to protect and promote the public health through the control of the growth of invasive plant species.

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

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

**ORDINANCE NO. 2022-08**

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

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

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

**§ 15-16. Building Standards, Commercial**

**A. Purpose.**

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

**B. Title.**

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

**C. Definitions.**

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

**ADMINISTRATIVE AUTHORITY**

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

**BUILDING**

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

**CERTIFICATE OF CONTINUED OCCUPANCY**

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

**CHANGE OF USE**

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

**COMMERCIAL**

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

**EQUIPMENT**

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

**GARBAGE**

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

**INFESTATIONS**

The presence, within or around a building, of any insects, rodents or other pests.

**INSPECTION**

To look at carefully; to examine or review officially.

**INSPECTOR**

One who inspects; official examiner.

**MAINTENANCE**

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

**OCCUPANT**

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

**OWNER**

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

**PRIOR APPROVALS**

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

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

**RUBBISH**

Includes all combustible and noncombustible waste material, except garbage.

**STRUCTURE**

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

**USE GROUP**



The classification of an occupancy.

**UTILITIES**

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

**VACATE**

To make vacant.

**D. Water supply.**

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

**E. Facilities.**

Every commercial building or occupancy shall provide the following facilities:

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

**F. Waste materials.**

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

**G. Lighting.**

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

**H. Ventilation.**

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

**I. Heating equipment.**

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

**J. Egress.**

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

K. Elevators.

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

L. Fire-protection equipment.

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

M. Maintenance standards.

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

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

N. Certificate of occupancy.

- (1) Each commercial building or occupancy shall have been approved and issued a certificate of occupancy by the Building Department prior to application for a continuous certificate of occupancy.
- (2) All terms of the original certificate of occupancy must be met, which includes the use group, occupant load and live load. If an application proposes any deviations from the original floor plan that impact the means of egress, occupant load, live load or dead load, the submission of a certification prepared by a licensed architect verifying the occupancy is required.
- (3) All prior approvals must be submitted with the application for a continuous certificate of occupancy

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

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

P. Powers and duties of Building Inspector.

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

- (1) To inspect commercial structures and/or occupancies of the Township to determine if a continuous certificate of occupancy should be issued.
- (2) To administer oaths, affirmations, examine witnesses and receive evidence.

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

Q. Search warrants.

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

R. Continuous certificate of occupancy.

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

S. Service of notice.

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

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

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

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

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

NAME	CALABRESE	CUOZZO	GRILLETTO	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Plumsted held on the **3<sup>RD</sup>** day of **NOVEMBER, 2022** and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **1<sup>ST</sup>** day of **DECEMBER, 2022** at 7:00 PM, at the Municipal Building, 121 Evergreen Road, New Egypt, NJ 08533, at which time and place any person desiring to be heard upon the same will be given the opportunity to be so heard.

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

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

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

**ORDINANCE NO. 2022-09**

**AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 15 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "ZONING," SECTION 5, ENTITLED "GENERAL REGULATIONS," SO AS TO CREATE A NEW SUBSECTION 22, ENTITLED "IMPROPER DISPOSAL OF WASTE"**

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

**SECTION 1.** Chapter 15 of the General Ordinances of the Township of Plumsted entitled "Zoning," Section 5, entitled "General Regulations," shall be amended and supplemented so as to create a new Subsection 22, entitled "Improper Disposal of Waste," which shall read in its entirety as follows:

**§ 15-5.22. Improper Disposal of Waste.**

- a. Purpose. An ordinance to prohibit the spilling, dumping, or disposal of materials other than stormwater to the municipal separate storm sewer system (MS4) operated by the Township of Plumsted so as to protect health, safety and welfare, and to prescribe penalties for the failure to comply.
- b. Definitions. For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)** – a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that is owned or operated by the Township of Plumsted or other public body, and is designed and used for collecting and conveying stormwater. MS4s do not include combined sewer systems, which are sewer systems that are designed to carry sanitary sewage at all times and to collect and transport stormwater from streets and other sources.

**PERSON** – any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

**STORMWATER** – water resulting from precipitation (including rain and snow) that runs off the land's surface, is transmitted to the subsurface, is captured by separate storm sewers or other sewerage or drainage facilities, or is conveyed by snow removal equipment.

- c. Prohibited Conduct. The spilling, dumping, or disposal of materials other than stormwater to the municipal separate storm sewer system operated by the

Township of Plumsted is prohibited. The spilling, dumping, or disposal of materials other than stormwater in such a manner as to cause the discharge of pollutants to the municipal separate storm sewer system is also prohibited.

d. Exceptions to Prohibition.

- (1) Water line flushing or discharges from potable water sources.
- (2) Uncontaminated ground water (e.g., infiltration, crawl space or basement sump pumps, foundation or footing drains, rising ground waters).
- (3) Air conditioning condensate (excluding contact and non-contact cooling water).
- (4) Irrigation water (including landscape and lawn watering runoff).
- (5) Flows from springs, riparian habitats and wetlands, water reservoir discharges and diverted stream flows.
- (6) Residential car washing water, and residential swimming pool discharges.
- (7) Sidewalk, driveway and street wash water.
- (8) Flows from fire-fighting activities.
- (9) Flows from rinsing of the following equipment with clean water:
  - a. Beach maintenance equipment immediately following their use for their intended purposes; and
  - b. Equipment used in the application of salt and de-icing materials immediately following salt and de-icing material applications. Prior to rinsing with clean water, all residual salt and de-icing materials must be removed from equipment and vehicles to the maximum extent practicable using drying cleaning methods (e.g., shoveling and sweeping). Recovered materials are to be returned to storage for reuse or properly discarded.
  - c. Rinsing of equipment, as noted in the above situation, is limited to exterior, undercarriage, and exposed parts and does not apply to the engines or other enclosed machinery.

e. Enforcement. This ordinance shall be enforced by the Code Enforcement Officer or Police Department of the Township of Plumsted.

f. Penalties. Any person(s) who continues to be in violation of the provisions of this ordinance, after being duly notified, shall be subject to a fine of not less than one hundred (\$100) dollars nor more than one thousand (\$1000) dollars per day.

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

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

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

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

NAME	CALABRESE	CUOZZO	GRILLETTO	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Plumsted held on the **3<sup>rd</sup>** day of **November, 2022** and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **1<sup>st</sup>** day of **December, 2022** at 7:00 PM, at the Municipal Building, 121 Evergreen Road, New Egypt, NJ 08533, at which time and place any person desiring to be heard upon the same will be given the opportunity to be so heard.

Pursuant to N.J.S.A. 40:49-2, as amended, further notice is hereby given that the purpose of the forgoing ordinance is to protect public health, safety and welfare by prohibiting the spilling, dumping, or disposal of materials other than stormwater to the municipal separate storm sewer system (MS4) operated by the Township of Plumsted, and to provide penalties for violation of the same.

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

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



**ORDINANCE NO. 2022-10**

**AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 15 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "ZONING," SECTION 5, ENTITLED "GENERAL REGULATIONS," SO AS TO CREATE A NEW SUBSECTION 23, ENTITLED "ILLICIT CONNECTION"**

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

**SECTION 1.** Chapter 15 of the General Ordinances of the Township of Plumsted entitled "Zoning," Section 5, entitled "General Regulations," shall be amended and supplemented so as to create a new Subsection 23, entitled "Illicit Connection," which shall read in its entirety as follows:

**§ 15-5.22. Illicit Connection.**

- a. Purpose. An ordinance to prohibit illicit connections to the municipal separate storm sewer system(s) operated by the Township of Plumsted, so as to protect public health, safety and welfare, and to prescribe penalties for the failure to comply.
- b. Definitions. For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on corresponding definitions in the New Jersey Pollutant Discharge Elimination System (NJPDES) rules at N.J.A.C. 7:14A-1.2.

**DOMESTIC SEWAGE** – waste and wastewater from humans or household operations.

**ILLICIT CONNECTION** – any physical or non-physical connection that discharges domestic sewage, non-contact cooling water, process wastewater, or other industrial waste (other than stormwater) to the municipal separate storm sewer system operated by the Township of Plumsted, unless that discharge is authorized under a NJPDES permit other than the Tier A Municipal Stormwater General Permit (NJPDES Permit Number NJ0141852). Non-physical connections may include, but are not limited to, leaks, flows, or overflows into the municipal separate storm sewer system.

**INDUSTRIAL WASTE** – non-domestic waste, including, but not limited to, those pollutants regulated under Section 307(a), (b), or (c) of the Federal Clean Water Act (33 U.S.C. §1317(a), (b), or (c)).

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) – a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that is owned or operated by the Township of Plumsted or other public body, and is designed and used for collecting and conveying stormwater. MS4s do not include combined sewer systems, which are sewer systems that are designed to carry sanitary sewage at all times and to collect and transport stormwater from streets and other sources.

NJPDES PERMIT – a permit issued by the New Jersey Department of Environmental Protection to implement the New Jersey Pollutant Discharge Elimination System (NJPDES) rules at N.J.A.C. 7:14A.

NON-CONTACT COOLING WATER – water used to reduce temperature for the purpose of cooling. Such waters do not come into direct contact with any raw material, intermediate product (other than heat) or finished product. Non-contact cooling water may however contain algacides, or biocides to control fouling of equipment such as heat exchangers, and/or corrosion inhibitors.

PERSON – any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

PROCESS WASTEWATER – any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product. Process wastewater includes, but is not limited to, leachate and cooling water other than non-contact cooling water.

STORMWATER – water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, is captured by separate storm sewers or other sewerage or drainage facilities, or is conveyed by snow removal equipment.

- c. Prohibited Conduct. No person shall discharge or cause to be discharged through an illicit connection to the municipal separate storm sewer system operated by the Township of Plumsted any domestic sewage, non-contact cooling water, process wastewater, or other industrial waste (other than stormwater).
- d. Enforcement. This ordinance shall be enforced by the Police Department or the Construction Code Official or the Code Enforcement Officer of the Township of Plumsted.
- e. Penalties. Any person(s) who continues to be in violation of the provisions of this ordinance, after being duly notified, shall be subject to a fine of not less than one hundred (\$100) dollars nor more than one thousand (\$1000) dollars per day.

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

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a Court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

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

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

NAME	CALABRESE	CUOZZO	GRILLETTO	MARINARI	BOWEN
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ABSENT					

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Plumsted held on the **3rd** day of **November, 2022** and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **1st** day of **December, 2022** at 7:00 PM, at the Municipal Building, 121 Evergreen Road, New Egypt, NJ 08533, at which time and place any person desiring to be heard upon the same will be given the opportunity to be so heard.

Pursuant to N.J.S.A. 40:49-2, as amended, further notice is hereby given that the purpose of the forgoing ordinance is to prohibit illicit connections to the municipal separate storm sewer system operated by the Township of Plumsted, so as to protect public health, safety and welfare, and to prescribe penalties for failure to comply.

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

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

**ORDINANCE NO. 2022-11**

**AN ORDINANCE OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 43 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF PLUMSTED, ENTITLED "PARKS AND RECREATIONAL AREAS," SECTION 2, ENTITLED "CONDUCT AND PROHIBITED ACTS," SO AS TO CREATE A NEW SUBSECTION M, ENTITLED "WILDLIFE FEEDING"**

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

**SECTION 1.** Chapter 43 of the General Ordinances of the Township of Plumsted entitled "Parks and Recreational Areas," Section 2, entitled "Conduct and Prohibited Acts," shall be amended and supplemented so as to create a new Subsection M, entitled "Wildlife Feeding," which shall read in its entirety as follows:

**§ 43-2. Conduct and Prohibited Acts.**

M. Wildlife Feeding.

- (1) Purpose. An ordinance to prohibit the feeding of unconfined wildlife in any public park or on any other property owned or operated by the Township of Plumsted, so as to protect public health, safety and welfare, and to prescribe penalties for failure to comply.
- (2) Definitions. For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

FEED – to give, place, expose, deposit, distribute or scatter any edible material with the intention of feeding, attracting or enticing wildlife. Feeding does not include baiting in the legal taking of fish and/or game.

PERSON – any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

WILDLIFE – all animals that are neither human nor domesticated.

- (3) Prohibited Conduct. No person shall feed, in any public park or on any other property owned or operated by the Township of Plumsted, any wildlife, excluding confined wildlife (for example, wildlife confined in Zoos, parks or rehabilitation centers, or unconfined wildlife at environmental education centers, or feral cats as part of an approved Trap-Neuter-Release program).

d. Enforcement.

(1) This ordinance shall be enforced by the Police Department or the Construction Code Official or the Code Enforcement Officer of the Township of Plumsted.

(2) Any person found to be in violation of this ordinance shall be ordered to cease the feeding immediately.

e. Penalties. Any person(s) who continues to be in violation of the provisions of this ordinance, after being duly notified, shall be subject to a fine of not less than one hundred (\$100) dollars nor more than one thousand (\$1000) dollars per day.

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

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

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

**SECTION 2.** This ordinance shall take effect after second reading and publication as required by law.

NAME	CALABRESE	CUOZZO	GRILLETTO	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Plumsted held on the **3rd** day of **November, 2022** and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the **1st** day of **December, 2022** at 7:00 PM, at the Municipal Building, 121 Evergreen Road, New Egypt, NJ 08533, at which time and place any person desiring to be heard upon the same will be given the opportunity to be so heard.

Pursuant to N.J.S.A. 40:49-2, as amended, further notice is hereby given that the purpose of the forgoing ordinance is to prohibit wildlife feedings in any public park or any other property owned or operated by the Township of Plumsted, so as to protect public health, safety and welfare, and to prescribe penalties for failure to comply.

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

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

**RESOLUTION NO. 2022-346**

**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;

**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 June d. Madden, CFO, the PMUA, and to the property owner(s) on the attached Schedule 'A'.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>st</sup> day of **DECEMBER, 2022**.

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

Resolution No. 2022-346

Schedule A

BLOCK & LOT	NAME	ADDRESS	AMOUNT OF LOAN	Bill List
10/8	Tyler Anderson & Januari Jones	26 Magnolia Avenue	\$ 4,000.00	12/1/2022
32/2	Denise Kamer	24 Oakford Avenue	\$ 4,000.00	12/1/2022
5/8	Kingsley & Marie Prophete	42-44 New Story Street	\$ 4,000.00	12/1/2022
22/6	Gordon Reynolds Jr & EJ Reynolds	9 Fifth Street	\$ 4,000.00	12/1/2022
10/21	Lyle & Carolyn German	29 N. Main Street	\$ 4,000.00	12/1/2022
10/57	Jessica Ancelo & Arris Henderson	94 Magnolia Avenue	\$ 4,000.00	12/1/2022
12/24	Larry & Phoebe Pennypacker	16 Brown Lane	\$ 4,000.00	12/1/2022
13/1	David & Heather Pullen	75 N. Main Street	\$ 4,000.00	12/1/2022
6/11	Thomas Corcoran	28 Cedar Street	\$ 4,000.00	12/1/2022
10/30	Carol L. Reed	35 Lakewood Road	\$ 4,000.00	12/1/2022
19/16	John O'Connor Holding Co. LLC	53 Main Street	\$ 6,000.00	12/1/2022
1/63	John O'Connor Holding Co. LLC	28 Brindletown Road	\$ 4,000.00	12/1/2022
19/28	55 Main New Egypt, LLC	55 Main Street	\$ 4,000.00	12/1/2022
1/25	Ashley Plumacher & B Marino	35 Magnolia Ave	\$ 4,000.00	12/1/2022
6/8	Karen Iucci	7 Brich Street	\$ 4,000.00	12/1/2022
32/8	Robert & Lisa Newman	21 Terrace Avenue	\$ 4,000.00	12/1/2022
20/1	Ronald & Carrin Harrison	7 Meadowbroo Lane	\$ 4,000.00	12/1/2022
14/9	Ronald & Carrin Harrison	17 Fort Ave	\$ 4,000.00	12/1/2022
13/20	Brian Nixon & Vicky Zinky	26 Lakewood Road	\$ 4,000.00	12/1/2022
13/8	M. Hilton & Joanne Buckalew	29 Brown Lane	\$ 2,110.20	12/1/2022
30/9	Christina Generoso	60 Main Street	\$ 4,000.00	12/1/2022
1/66	Kristen Cunningham	20 Brindletown Road	\$ 4,000.00	12/1/2022



**RESOLUTION NO. 2022-347**

**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 8, 2022; 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 four (4) hours and the Deputy Municipal Clerk be compensated for five (5) hours at their normal rate of pay for working on General Election Day (November 8, 2022) 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 four (4) hours to Jennifer Witham, Municipal Clerk and five (5) hours to Nadene Cicero, Deputy Municipal Clerk at their normal rate of pay for working on General Election Day (November 8, 2022) as set forth in the attached Schedule "A".
2. That certified copies of this resolution shall be forwarded to Clerk Jennifer Witham, Deputy Clerk Nadene Cicero and June d. Madden, CFO.

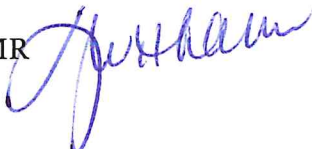
NAME	CALABRESE	CUOZZO	GRILLETTO	MARINARI	BOWEN
AYES					
ABSTAIN					
NAYS					
ABSENT					

**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 **1<sup>st</sup> of DECEMBER, 2022.**

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

Resolution No. 2022-347 Schedule 'A'

TO: Township Committee  
FROM: Jennifer Witham, RMC, CMR   
DATE: November 21, 2022  
RE: Pay for General Election Day Hours

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On Tuesday, November 8, 2022, Nadene and I worked the General Election.

- Jennifer Witham from 5:00 am to 9:15 pm (14 hours worked, normally 8-hour day)
- Nadene Cicero from 4:45 am to 9:15 pm (14.5 hours worked, normally 7-hour day)

Per the Salary Ordinance, the clerk and deputy clerk may be paid for flex time up to forty (40 hours).

I am requesting to be paid four (4) hours per the ordinance. The remaining hour I used that same week as flex time for a medical appointment.

I am also requesting that Nadene be paid for five (5) of those additional hours worked over her regular 7-hour workday per the salary ordinance. The additional 2.5 hours she worked will be used as flex time.

I appreciate your consideration in paying both of us for hours for the additional hours we worked.

cc June d. Madden, CFO

**RESOLUTION NO. 2022-348**

**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 \$65,366.01.

**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	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>ST</sup>** day of **DECEMBER, 2022**.

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

Resolution No. 2022-348  
Schedule 'A'

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

Date: November 22, 2022

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk  
Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert# 20-00005  
Block 14 Lot 4  
86 N. Main Street

Please Make checks Payable to:

FIG CUST FIGNJ19LLC & SEC PTY  
PO BOX 54226  
NEW ORLEANS, LA 70154

Total TTL Fund: \$23,057.47

Total Premium Acct: \$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: November 3, 2022

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk  
Finance

From: Kelly Creighton, Tax Collector

Subject: Redemption of Tax Sale Cert# 21-00013  
Block 27 Lot 24  
84 Maple Ave.

Please Make checks Payable to:

TLOA OF NJ LLC  
CAPITAL ONE BANK C/O TLOA HOLD  
PO BOX 54077  
NEW ORLEANS, LA 70154-4077

Total TTL Fund: \$8,508.54

Total Premium Fund: \$21,700.00

Please return checks to Tax Collector for disbursement.

**Thank You**

**RESOLUTION NO. 2022-349**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
CANCELLING 2022 AND REFUNDING PROPERTY TAXES DUE TO  
TOTALLY DISABLED VETERAN STATUS EFFECTIVE 10/21/22 FOR  
RENEE D. SMITH (BLOCK 61, LOT 19)**

**WHEREAS**, the Tax Collector for the Township of Plumsted has requested that the Township Committee authorize cancelling 2022 taxes due to Totally Disabled Veteran Status effective 10/21/22 to Renee D. Smith (Block 61, Lot 19) 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 Renee D. Smith (Block 61, Lot 19, 360 E Millstream Rd) as set forth in the attached Schedule "A".

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

1. That the Mayor and Township Committee do hereby authorize the Tax Collector to cancel partial 4<sup>th</sup> quarter 2022 taxes due to Totally Disabled Veteran Status effective 10/21/22 to Renee D. Smith (Block 61, Lot 19, 360 E Millstream Rd) 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 2022 taxes to Renee D. Smith (Block 61, Lot 19; 360 E. Millstream Rd.) as set forth in the attached Schedule "A".
3. The Mayor and Township Committee thank them for their 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	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>st</sup> day of **DECEMBER, 2022**.

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

Resolution No 2022-349  
Schedule 'A'

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

Date: November 17, 2022

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk  
Finance

From: Kelly Creighton, Tax Collector

Subject: Refund of 2022 partial 4<sup>th</sup> qtr taxes due to Totally Disabled  
Veteran status  
Block 61 Lot 19  
360 E. Millstream Rd.

Please Make Check Payable to:

RENEE D. SMITH  
360 E MILLSTREAM RD  
CREAM RIDGE, NJ 08514

Total Current Fund: \$1,377.01

Please return checks to Tax Collector for disbursement.

**Thank You**

**RESOLUTION NO. 2022-350**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE REFUND OF 2022 3<sup>rd</sup> QUARTER  
DUPLICATE PAYMENT OF TAXES**

**WHEREAS**, the Tax Collector for the Township of Plumsted has requested that the Township Committee authorize the refund of 2022 4<sup>th</sup> quarter duplicate payments of taxes to the following in the amounts set forth below in the attached Schedule "A"; and

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

**WHEREAS**, the total amount to be refunded under this resolution is \$2,905.84.

**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 duplicate payment 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 Kelly Creighton, Tax Collector and June d. Madden, CFO for the Township of Plumsted.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>st</sup> day of **DECEMBER, 2022**.

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



Resolution No. 2022-350  
Schedule 'A'

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

Date: November 23, 2022

To: Mayor and Township Committee

Cc: Jennifer Witham, Municipal Clerk  
Finance

From: Kelly Creighton, Tax Collector

Subject: Refund 4<sup>th</sup> qtr taxes due to duplicate payment  
Block 40.03 Lot 3  
4 Churchill Blvd

Please Make checks Payable to:

Vito R & C Muscaritolo  
4 Churchill Blvd  
New Egypt, NJ 08533

Total Current Fund: \$2,905.84

Please return checks to Tax Collector for disbursement.

**Thank You**

**RESOLUTION NO. 2022-351**

**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, 2023 to December 31, 2023.

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

1. That the 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, 2023 to December 31, 2023.
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	BOWEN	GRILLETTO	TROTTA	SORCHIK	MARINARI
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 **1<sup>st</sup>** day of **DECEMBER, 2022**.

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

**RESOLUTION NO. 2022-352**

**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, 2023 to December 31, 2023.

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

1. That the 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, 2023 to December 31, 2023.
3. The funds available for this project are in the following account:

**Public Buildings & Grounds – Building Maintenance  
3-01-26-310-237  
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	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>st</sup> day of **DECEMBER, 2022**.

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



Resolution No. 2022 - 352

Schedule 'A'

FRESH CLEANING SERVICES LLC  
129 APPLE ST,  
TINTON FALLS, NJ, 07724  
TEL: (732) 539 6162 – (732) 912 3056

We would like to thank you for giving, the opportunity to give this proposal, I will provide to Municipal Building and Police Department, follow services (Municipal Building once a week), Police Department twice a week.

Environmentally friendly, green cleaning is standard procedure for Fresh cleaning Services. We use Green Seal-certified cleaning products, green paper products and environmentally friendly equipment. Whether you are ready to implement a comprehensive green Fresh Cleaning Services program or you simply would like to understand the basics of green cleaning, we can help. We can show you the way to an environmentally safer facility.

#### GENERAL SPECIFICATION:

##### Clean office areas

- a) Empty all waste receptacles and replace liners
- b) General vacuuming of rugs and carpets
- c) Dust furniture, desks, phone, file cabinets, and window.
- d) Check and secure all entrances
- e) Cleaning all the vents.
- f) Dusting of the desk and workstations should only upon request

##### Clean entryways and Hallways

- a) Dust mop floors
- b) General vacuuming of carpets
- c) Empty all waste receptacles and replace liners
- d) Wipe down all baseboards.

##### Clean sanitize and restock restrooms:

- a) Empty all waste receptacles and replace liners
- b) Clean and polish fixtures and chrome fittings
- c) Sanitize toilets, toilets seats and urinals.
- d) Clean and sanitize wash basins and mirror
- e) Sweep and mop floors.
- f) Restock paper towels, toilet tissue, soap, toilet seat covers



Clean kitchen:

- a) Clean sink
- b) We clean the doors cabinets
- c) Washing all the floors
- d) Empty the trash.
- e) Clean the countertops and tables

The price for the above cleaning by Municipal Building and Police Department will be \$17,250.00 per years, divide by 12 months, \$ 1,437.50 plus tax a month cleaning supply we not provide.

If you have any questions, please feel free to contact me at any time

We hope this proposal will meet with your approval. Thank you for this opportunity.

Fresh Cleaning Services, LLC

*Fresh*  
CLEANING SERVICES, LLC  
eco friendly



## SERVICES AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of January, 2023 by and between Fresh Cleaning Services, LLC located at 129 Apple St, Tinton Falls, NJ, 07724 hereinafter called contractor and Municipal Building and Police Department, 121 Evergreen Rd, New Egypt, NJ, 08533.

### RECITALS

Owner is the owner and or operator of the business property located Municipal Building and Police Department, 121 Evergreen Rd, New Egypt, NJ,08533

The business property for convenience, will from time to time be referred to as the premises.

Contractor is engaged in the business or furnishing cleaning services including janitorial housekeeping, carpet shampooing and extraction, floor maintenance, pressure washing, and associated property services.

The owner and the contractor desire to enter into an agreement whereby owner will employ the contractor to perform certain services on the premises under terms and conditions set forth below.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Employment:** Owner hereby employs contractor and contractor agrees to work for owner for the terms and conditions set forth below.
2. **RELATIONSHIP OF PARTIES:** The parties intend that an independent contractor owner relationship will be created by this agreement. Owner is interest only in the results to be achieved and the conduct and control of the work force involved in performing this contract will lie solely with the contractor. Contractor is not an employee of the owner and is not entitled to the benefits provided by owner to its employees, if any.
3. **Nature and quality of services to be performed:** Contractor agrees to perform janitorial services on the premises in accordance with the accompanying schedules attached hereto in a good and workmanlike manner.

3.1 Notification of deficiencies in the performance of the agreement may be made either of two ways



- a. In writing, stating the exact nature of the deficiency.
- b. By telephone call to the contractor.

3.2 In any event, Contractor shall acknowledge the alleged deficiency. After Investigation, if at fault, the deficiency shall be corrected immediately. If the deficiency is caused by factors others than the contractor's error, owner may, at extra charge, hire contractor to correct deficiency.

4. **Contractor's Equipment and material:** Contactor will furnish all equipment and materials to perform the specified duties under this agreement, except otherwise stated in these agreements. Supplies used and consumed in restrooms, etc., such as hand soap, paper towels, tissue, trash bags etc. Will be supplied by contractor and maintained by contractor. Contractor will pick up, deliver, unbox, and place supplies in storage.

#### 5. Frequency of services

5.1 Contractors will provide normal janitorial housekeeping and custodial services in a reliable manner Municipal Building once a week, Police department twice a week.

5.2 Project work, such as window cleaning, floor care, carpet shampooing/ extraction, and other periodic services will be performed as outlined in section 14 and / or in the attached janitorial specifications.

6. **Supervision:** In order to insured the highest quality cleaning services, the contractor agrees to employ fully trained supervisory personnel to make regular and schedule inspections of the promises, noting any deficiencies to be corrected, as well as pointing out the areas of superior service to the regular cleaning staff, in addition, upper management personnel will be available for inspection and follow up as the situation warrants such attention.

7. Disputes. In the event suite of legal action is commenced to enforced any of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and cost, including cost, including cost of appeal to be fixed by the court hearing this matter.

8. **Indemnity:** Contractor agrees to hold the owner harmless from any and all Contractor agrees to hold owner harmless from any and all Claims, costs, expenses, losses, or liabilities of every king or nature, including attorney's fees,





arising out of or in any manner connected directly or indirectly with contractor's performances or failure to perform duties and services under these agreements.

8.1 Contractor shall carry and provide evidence of a minimum of \$ 4,000,000.00 for bodily injury and \$ 1,000,000.00 for property damage.

8.2 Contractor agrees to indemnify owner against all liability and loss in connection with, and shall assume all liability for payments of all federal, state, and local taxes or contribution imposed or require under unemployment insurance, social, security worker's compensation, and income tax with respect to contractor or contractor's employees engaged in the performance of the agreement.

9. **Termination:** This agreement may be modified from time to time as set forth above, and may be terminated in its entirety by owner for cause by giving notice in writing of the desire to do so at least thirty (30) days prior to the desire date of termination, provide however that owner will have first provided written notice to deficiency and such deficiency remains uncured.

10. **Prior agreements:** This agreement supersedes any and all earlier agreements between owner and contractor, whether written or oral, relating to its subject matter

11. **Modification:** This agreement is the final and complete agreements of the owner and the contractor and supersedes and replaces all written and oral agreements in any respect except upon mutual agreements of the owner and the contractor in writing signed by each of them.

12. **Adjustments:** the prices set forth in this agreement are based on the present wage scale and other benefits affecting us in this locality, the present services provided, and the frequency of work as described in the staffing schedule attached hereto. The contractor agrees to fix its hourly rate for the term of this one-year agreement. In the event of any increased accordingly as mutually agreed upon from the date the change is effective

13. **Extra services provide on request:** contractor shall provide extra services not included in this contractor for additional charge.

14. The fee for stripping and resealing VCT Flooring. (Does not apply to your agreement, we charge shampoo-carpet 0.65 cents per square)



15. The price for the above cleaning by for the Municipal Building and Police Department will be \$17,250.00 per years, divide by 12 months, \$ 1,437.50 plus tax a month, supply we not include.
16. Contractor shall invoice owner the end of each month for the services performed during the month, payment shall be due within fifteen days subsequent to contractor providing owner with such invoice for the services.
17. Keys and access, owner shall provide to contractor building keys and alarm codes for access to the building. contractor agrees to safeguard same and only permit their use in connection with services rendered herein. contractor agrees to promptly return such keys upon termination or contract.

**Fresh Cleaning Services, LLC**





**EXECUTED BY PLUMSTED TOWNSHIP:**

**By:** \_\_\_\_\_ **Date signed:** \_\_\_\_\_

**EXECUTED BY CONTRACTOR**

**By: Fresh cleaning services** \_\_\_\_\_ **Authorized signature** \_\_\_\_\_

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



**RESOLUTION NO. 2022-353**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING A STIPEND TO EDDIE ROMAN  
FOR PERFORMING ADDITIONAL DUTIES**

**WHEREAS**, due to the extended leave of absence of the Maintenance Supervisor between August 25, 2022 through the present, Eddie Roman assisted with his duties for that same time to avoid interruption of service to the community; and

**WHEREAS**, it is the desire of the Mayor and Township Committee to provide a stipend of \$4,000 to Eddie Roman for additional duties from August 25, 2022 through the anticipated date to the end of 2022.

**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 \$4,000 stipend to Eddie Roman for additional duties from August 25, 2022 through the present with an anticipated date to the end of 2022 due to the extended leave of absence of the Maintenance Supervisor.
2. That certified copies of this resolution shall be forwarded to June d. Madden, CFO, Eddie Roman and Jennifer Witham.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>ST</sup>** day of **DECEMBER, 2022**.

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

**RESOLUTION NO. 2022-354**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING A STIPEND TO JENNIFER WITHAM  
FOR PERFORMING ADDITIONAL DUTIES**

**WHEREAS**, due to the extended leave of absence for the Maintenance Supervisor between August 25, 2022 through the present, Jennifer Witham assisted with his duties for that same time to avoid interruption of service to the community;

**WHEREAS**, it is the desire of the Mayor and Township Committee to provide a stipend of \$5,000 to Jennifer Witham for additional duties from August 25, 2022 through the anticipated date to the end of 2022.

**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 \$5,000 stipend to Jennifer Witham for additional duties due to the extended leave of absence from August 25, 2022 through the present with an anticipated date to the end of 2022 due to the extended leave of absence of the Maintenance Supervisor.
- 2.** That certified copies of this resolution shall be forwarded to June d. Madden, CFO and Jennifer Witham.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>ST</sup>** day of **DECEMBER, 2022**.

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

**RESOLUTION NO. 2022-355**

**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 2023; 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 2023.
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	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>st</sup>** day of **DECEMBER, 2022**.

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**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](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)

October 10, 2022

Township of Plumsted  
121 Evergreen Avenue  
New Egypt, New Jersey 08731

Attn: Jennifer Witham, RMC/Business Administrator

Re: Animal Control Services 2023

Dear Ms. Witham,

Enclosed please find two copies of Animal Control Contract for the year 2023 for your review and signature.

I am pleased to tell you that our fees to provide animal control services will not increase over those charged in 2022.

If you have any questions or concerns, please do not hesitate to contact our offices. Please sign and return both copies to our office in Newark. We will return a fully executed copy to your office for your records.

AHS looks forward to working with you and your community in providing these services as well as being a resource for your residents regarding animal welfare concerns.

Best regards,



Jerry Rosenthal  
CEO

**RECEIVED**

**NOV - 7 2022**

**PLUMSTED TOWNSHIP  
CLERK'S OFFICE**



THIS AGREEMENT is made this \_\_\_\_\_ day of January 2023, between NEW EGYPT, located within the TOWNSHIP OF PLUMSTED and having principal offices at 121 Evergreen Rd., New Egypt, New Jersey 08533, herein referred to as the "Township" and the Associated Humane Societies/Popcorn Park, a corporation maintaining an animal care center at 1 Humane Way, Forked River, New Jersey 08731, hereinafter referred to as the "Society";

1. The Society shall provide on-call services to the Township between the hours of 9:00 a.m. and 5:00 p.m. Emergency service will be provided Saturday, Sundays, evenings, and holidays for calls deemed a priority. Priority calls are defined as:
  - (a) Threat to humans or animal safety (injured, vicious, sick or potentially rabid animals and bats in a living space);
  - (b) Wildlife or stray animals inside a dwelling
  - (c) Request to assist law enforcement emergency response
  - (d) Police have captured or claimed an animal
2. The Township will pay the Society the sum of \$11,700 per year, said sum to be prorated on a monthly basis of \$975 per month. Payment for all services, including additional costs, if any, as stated herein and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and or Municipality voucher executed by appropriate party.
3. Animals will be brought to the Associated Humane Societies/Popcorn Park.
4. Animals brought in between 9 a.m. and 5 p.m. will be seen by our veterinarian staff. Animals brought in after those hours, weekends, or holidays or if it is a situation or injury that cannot be addressed at our hospital, will be transported to an emergency Clinic (facility approved by the Township). It is the responsibility of the Township to bear the cost of such care and treatment unless an owner comes forward and then it shall become the responsibility of said owner. Transporting an animal to an emergency facility shall be at the discretion of our veterinarians. State Law states that care must be supplied to any animal in need.
5. The Society will not pick up deer carcasses; however, we will respond to injured deer and orphaned fawns.

## 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)



6. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., is not covered under this Contract. The Society shall respond to those calls; however, this will be an agreement between the Society and the homeowner. This is not applicable when there is an immediate threat to life.
7. This contract is the sole expression of an agreement of the parties and may only be modified by written notice executed by the representative of the parties with requisite authority.
8. The Society shall provide animal control services in accordance with State and Municipal law.
9. The Society shall provide the Township with a monthly report of services rendered.
10. The parties hereto shall indemnify and hold the other harmless from and against any claim, including resulting cost, expense, or award by any third party, not affiliated in any way or employed by either party for any damage or injury caused by the act of omission of the indemnifying party or its agents.
11. The signatory of this document represents that it has the requisite authority to bind the Township that is party to this Contract and further represents the actions of the signatory in executing this Contract are authorized by the City.
12. This Contract shall run for one (1) year.
13. This Agreement may be terminated by either party upon sixty (60) days written notice by Certified Mail/Return Receipt Requested, to the other party, in its sole discretion, the terminating party may provide an opportunity to cure.

Associated Humane Societies, Inc.

WITNESS:

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FOR: PLUMSTED

ATTEST:

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**RESOLUTION NO. 2022-356**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, OPPOSING TOLL INCREASES PROPOSED BY THE NEW JERSEY TURNPIKE AUTHORITY AND SOUTH JERSEY TRANSPORTATION AUTHORITY**

**WHEREAS**, Ocean County continues to see its population grow and along with that comes the need to move people to and from jobs, medical appointments, and recreational activities, just to name a few destinations; and

**WHEREAS**, citizens of Ocean County rely heavily on the Garden State Parkway, the New Jersey Turnpike and the Atlantic City Expressway to move both locally and across the state; and

**WHEREAS**, with almost 40 miles of the Garden State Parkway running through Ocean County, its residents again will be among the hardest hit by another toll rate increase of 3 percent scheduled to go into effect on January 1, 2023; and

**WHEREAS**, more than 90,000 people living in Ocean County commute outside the area for employment; and

**WHEREAS**, this toll increase comes on the heels of a 27 percent toll increase put into place in September 2020, in addition to an almost 7 percent increase in U.S. consumer prices; and

**WHEREAS**, the Garden State Parkway serves as the main artery for Ocean County motorists who need to access jobs, be it north or south, and any toll hike would have a negative effect as it increases the cost of a daily commute; and

**WHEREAS**, the State of New Jersey has not given Ocean County motorists any traveling options; and

**WHEREAS**, Route 9, the other north-south artery, has not changed since it was first constructed in the 1920s, remaining one lane in each travel direction throughout the course of Ocean County, while in the meantime, its population has grown to almost 630,000 people; and

**WHEREAS**, Ocean County has been continually informed by State transportation officials that dualization of Route 9 will probably never occur; and

**WHEREAS**, it is important to highlight that these routes are for more than just leisurely travel, but are designated evacuation routes during times of emergencies; and

**WHEREAS**, in the last few decades the State has made improvements to the Garden State Parkway, constructing new interchanges and upgrading existing ones, but these improvements did not come to Ocean County simply because they were needed. It helped substantially to have representation on the former Highway Authority, paired with Ocean County providing the initial funding to obtain the design and permitting of many of these projects; and

**WHEREAS**, the Jersey Shore area, based on the number of residents using the toll roads, should have representation on the New Jersey Turnpike Authority; and

**WHEREAS**, Ocean County continues its urging of the State to provide improved rail service to Monmouth and Ocean Counties; and

**WHEREAS**, Ocean County motorists, based on volume, already pour millions of dollars into the Parkway through the toll system; and

**WHEREAS**, Ocean County residents will feel the financial burden of this action over and over again, not just on the road, but in its stores and as consumers as prices go up even more in order to meet the demands on a shipping industry that is also paying more to bring its residents goods and services; and

**WHEREAS**, the Turnpike Authority did not provide those paying the bill with even an opportunity to comment on this increase as it is being implemented automatically; and

**WHEREAS**, undoubtedly, North Jersey will see the benefits of this increase as funds are provided in those northern areas for road and bridge improvements, leaving Ocean County residents paying the bill.

**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 urges Governor Murphy, the New Jersey Turnpike Authority, and the South Jersey Transportation Authority to reconsider the increase in its tolls on the Garden State Parkway, the New Jersey Turnpike and the Atlantic City Expressway, and encourage all elected officials to join the efforts to oppose this toll increase.
2. That certified copies of this resolution shall be forwarded to Governor Phil Murphy, all Ocean County Mayors, the 9th, 10th, 12th and 30th State Legislative Offices, the New Jersey Turnpike Authority and the South Jersey Transportation Authority.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>st</sup> of DECEMBER, 2022.**

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

**RESOLUTION NO. 2022-357**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING PAYMENT FOR PROFESSIONAL SERVICES  
RENDERED BY BONNIE R. PETERSON AS  
ALTERNATE/CONFLICT PROSECUTOR**

**WHEREAS**, there was a need for an Alternate/Conflict Prosecutor to provide services due to the absence of the Township-appointed Prosecutor for the Year 2022; and

**WHEREAS**, no proposals were received/awarded for an Alternate/Conflict Prosecutor for the Year 2022; and

**WHEREAS**, Bonnie R. Peterson provided said services on September 21, 2022 as per the attached Schedule "A"; and

**WHEREAS**, it is the desire of the governing body to authorize said payment.

**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 payment to Bonnie R. Peterson for Alternate/Conflict Prosecutor services provided on September 21, 2022 due to the absence of the Township-appointed Prosecutor for the Year 2022.
2. A certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer and Bonnie R. Peterson.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>ST</sup> day of **DECEMBER, 2022**

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

Resolution No. 2022-057  
Schedule 'A'

**BONNIE R. PETERSON**

ATTORNEY - AT - LAW

1201 S.W. CENTRAL AVENUE \* P.O. BOX J  
SEASIDE PARK, NEW JERSEY 08752

TELEPHONE: (732) 830-5900

FAX: (732) 830-0027

EMAIL: [brp@petersonfirmnj.com](mailto:brp@petersonfirmnj.com)

John A. Peterson, Jr.  
(of Counsel)

1006 Grand Central Avenue  
Lavallette, NJ 08735  
BY APPOINTMENT ONLY

Reply to Seaside Park Office

September 29, 2022

Sharon Gower, Deputy CFO  
Township of Plumsted  
121 Evergreen Road  
New Egypt, 08533

**BILL FOR PROFESSIONAL SERVICES RENDERED AS ALTERNATE/CONFICT  
PROSECUTOR-PLUMSTED TOWNSHIP**

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INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

**September 21, 2022 SESSION: 5:00 P.M-9:00 P.M.**

Receipt and review of calendar, discussion with Court and various counsel and defendants. Attendance at Municipal Court via zoom, before Hon. Damian Murray, J.M.C.

**TOTAL AMOUNT DUE AND OWNING FOR  
September 21, 2022 session -- \$750.00**

Thank you very much

**RESOLUTION NO. 2022-358**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY, OPPOSING THE DECISION BY GOVERNOR MURPHY NOT TO LIMIT THE INCREASE OF EMPLOYEE CONTRIBUTIONS FOR THE COUNTY AND MUNICIPAL WORKER**

**WHEREAS**, the State Health Benefits Commission approved rate hikes for health plans that cover more than 800,000 public workers. The vote calls for boosts in premiums on state health plans by about 21%, and local government plans by nearly 24%; and

**WHEREAS**, the Murphy Administration will limit the increase on State employee contributions to 3%, shifting the rest of the financial burden to the State; and

**WHEREAS**, the State agreement only applies to plans for State employees, and at the moment does not apply to local governments, which can pay as much as 70% of the total premium for employee health benefits; and

**WHEREAS**, the State of New Jersey, State Health Benefits Program has submitted a total recommended Plan Year 2023 premium rate change for the combined local Government Actives, Early Retirees, and Medicare Retirees is an increase of 20.0%; and

**WHEREAS**, the State further recommended the rate change for Local Government Actives is a 24.0% increase for medical and 3.7% increase for the prescription drug premium rates for a total increase of 21.6%; and

**WHEREAS**, the State further recommended the rate change for Local Government Early Retirees is a 16.6% increase for medical and a 5.7% decrease for the prescription drug premium rates, for a total increase of 13.0%; and

**WHEREAS**, the State Further recommended for Medicare Retirees a medical decrease for Plan Year Retirees is 7.9%, which includes both self-insured medical premiums and fully insured Medicare Advantage premiums. The recommended prescription drug rate change in the Plan Year 2023. As a result, a 2.0% margin has been added to the Active, Early Retiree, and Medicare Retiree Medical and Prescription Drugs premium; and

**WHEREAS**, the State has projected combined Active and Retiree Medical and Prescription Drug Claim Stabilization Reserve Balance is projected to be below the targeted 2.0 months of plan cost in Plan Year 2023. As a result, a 2.0% margin has been added to the Active, Early Retiree, and Medicare Retiree Medical and Prescription Drugs premiums.

**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 strongly oppose the decision by Governor Murphy not to limit the increase of employee contributions for the County and Municipal worker.
2. That certified copies of this resolution shall be forwarded to each municipality in Ocean County, the leaders of the New Jersey Legislature and Governor Phil Murphy.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>st</sup>** of **DECEMBER, 2022**.

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

**RESOLUTION NO. 2022-359**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING AN AGREEMENT WITH WIRELESS COMMUNICATIONS  
& ELECTRONICS FOR E-TICKET PRINTERS AND READERS  
FOR THE PLUMSTED TOWNSHIP POLICE DEPARTMENT**

**WHEREAS**, there is a need to purchase six (6) E-Ticket Printers and Readers for the Plumsted Township Police Department; and

**WHEREAS**, it is the desire of the Mayor and Township Committee of the Township of Plumsted to authorize an agreement with Wireless Communications & Electronics for the purchase of six (6) E-Ticket Printers and Readers for the Plumsted Township Police Department in an amount not to exceed \$11,613.30.

**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 the execution of an agreement with Wireless Communications & Electronics for the purchase of six (6) E-Ticket Printers and Readers for the Plumsted Township Police Department in an amount not to exceed \$11,613.30, as shown on the attached Schedule 'A'.
2. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto.
3. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer, the Plumsted Township Police Department and Wireless communications & Electronics.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>ST</sup> day of **DECEMBER, 2022.**

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



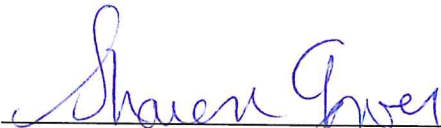
**RESOLUTION 2022- 359**

**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 2022 Budget to award a contract to Wireless Electronics Inc. for the purchase of six (6) ETicket Machines in an amount not to exceed \$11,613.30. Township funds are available for this project in the following account:

**ORDINANCE 2020-07  
EQUIPMENT & VEHICLES  
C-04-55-810-913  
Amount Not to Exceed \$11,613.30**

**Date: December 1, 2022**

  
\_\_\_\_\_  
**Sharon Gower, CMFO  
Deputy Chief Financial Officer**

Resolution No. 2022-359 Schedule A

# Quote



Date	October 18, 2022
Valid Until	December 2, 2022
Quote #	Q51722-Data-1018-22
Ship Quote	4-6 weeks ARO

**Developing Solutions You Can Depend On**

**Customer:**  
 Plumsted Police  
 Cedar St  
 New Egypt, NJ  
 Attention: Meroney

**Quote/Project Description**  
 E-ticket Printers and Readers

Item	Description	Qty	Unit Price	Extend Total
1	Brother Rugged Jet 4 Bluetooth Printer RJ4230BL	6	875.00	5,250.00
2	Brother Car Adapter Wire 14'	6	24.10	144.60
3	Brother USB Cable 10'	6	15.20	91.20
4	Brother Rugged Jet 4 Car Mount PA-CR-002	6	185.00	1,110.00
5	Havis Stalk Mount	6	90.75	544.50
6	Installation	6	225.00	1,350.00
7	M260 E-Seek Barcode Reader	6	498.00	2,988.00
8	CN8000	6	22.50	135.00
				-
				-
				-
				-
				-
				-
				-
				-

**Special Notes and Instructions**  
 Once signed, please Fax, mail or e-mail it to the provided address.  
  
 Terms: Net 10 days from invoice

Subtotal	\$ 11,613.30
Shipping	\$ -
Installation	
Sales Tax	\$ -
<b>Total</b>	<b>\$ 11,613.30</b>

Please confirm your acceptance of this quote by signing this document

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Thank you for your business!**

Should you have any questions concerning this quote, please contact Bob Resetar at 609-203-1053



**MOTOROLA**

Bill To

Plumsted Township Police  
2 Cedar St.  
New Egypt, NJ 08533  
Attn: Chief Meroney  
chiefmeroney257@plumstedpolice.org

Ship To

Plumsted Township Police  
2 Cedar St.  
New Egypt, NJ 08533  
Attn: Chief Meroney  
chiefmeroney257@plumstedpolice.org

Ultimate Destination

Plumsted Township Police  
2 Cedar St.  
New Egypt, NJ 08533  
Attn: Chief Meroney  
chiefmeroney257@plumstedpolice.org

Quoted to:

Plumsted Township Police  
2 Cedar St.  
New Egypt, NJ 08533  
Attn: Chief Meroney  
chiefmeroney257@plumstedpolice.org



Bob Resetar 609-203-1053

bresetar@wireless.com

Send Purchase Order To:

Wireless Solutions, Inc.  
C/O Wireless Electronics Inc  
153 Cooper Rd  
West Berlin, NJ 08091

QUOTE #

051722-MR-1013-1917902

State of New Jersey Contract

RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES

Motorola Proposal- State of New Jersey Contract #83909

DATE:10/13/22

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price
	APX™ 8000 Series								
1	726-88-085633	APX 8000 ALL BAND PORTABLE MODEL 2.5.	1	\$5,809.00	\$5,809.00	25.00%	\$1,452.25	\$4,356.75	\$4,356.75
1a	00002	ENH: MULTIKEY.	1	\$330.00	\$330.00	25.00%	\$82.50	\$247.50	\$247.50
1b	00002	ADD: ASTRO DIGITAL CAL OPERATION.	1	\$515.00	\$515.00	25.00%	\$128.75	\$386.25	\$386.25
1c	00002	ADD: P25 9600 BAUD TRUNKING.	1	\$300.00	\$300.00	25.00%	\$75.00	\$225.00	\$225.00
1d	00002	ADD: TDMA OPERATION.	1	\$450.00	\$450.00	25.00%	\$112.50	\$337.50	\$337.50
1e	00002	ADD: ENHANCED DATA APX.	1	\$150.00	\$150.00	25.00%	\$37.50	\$112.50	\$112.50
1f	00002	ADD: SMARTZONE OPERATION.	1	\$1,500.00	\$1,500.00	25.00%	\$375.00	\$1,125.00	\$1,125.00
1g	00002	ADD: PROGRAMMING OVER P25 (OTAP).	1	\$100.00	\$100.00	25.00%	\$25.00	\$75.00	\$75.00
1h	00002	ENH: AES ENCRYPTION AND ADP.	1	\$475.00	\$475.00	25.00%	\$118.75	\$356.25	\$356.25
1i	00028	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	1	\$482.00	\$482.00	0.00%	\$0.00	\$482.00	\$482.00
2	00013	BATT IMPRES 2 LION R IP67 3400T. CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA.	1	\$142.00	\$142.00	40.00%	\$56.80	\$85.20	\$85.20
3	00013	726-90-085643 NNTN8860A	1	\$150.00	\$150.00	20.00%	\$30.00	\$120.00	\$120.00
4	00013	726-90-085643 RLN6544A	1	\$250.00	\$250.00	20.00%	\$50.00	\$200.00	\$200.00
5	00027	925-36-085646 LSV00C00202A	1	\$60.00	\$60.00	0.00%	\$0.00	\$60.00	\$60.00
<b>Net Total</b>									<b>\$8,168.95</b>
<b>Estimated Tax</b>									<b>\$0.00</b>
<b>Estimated Freight</b>									<b>\$0.00</b>
<b>Grand Total</b>									<b>\$8,168.95</b>

CONTRACT	LINE ITEM	LINE No.	COMM CODE	PRICE SUMMARY
		00001	725-78-081934	
		00002	726-88-085633	\$7,221.75
		00003	726-88-085633	
		00008	726-16-085634	
		00013	726-90-085643	\$405.20
		00025	925-36-085646	\$60.00
		00028	920-46-085647	\$482.00
		00028	661-52-085650	
		<b>Grand Total</b>		<b>\$8,168.95</b>



**MOTOROLA**

**Bill To**  
 Plumsted Township Police  
 2 Cedar St.  
 New Egypt, NJ 08533  
 Attn: Chief Meroney  
 chiefmeroney257@plumstedpolice.org

**Ship To**  
 Plumsted Township Police  
 2 Cedar St.  
 New Egypt, NJ 08533  
 Attn: Chief Meroney  
 chiefmeroney257@plumstedpolice.org

**Ultimate Destination**  
 Plumsted Township Police  
 2 Cedar St.  
 New Egypt, NJ 08533  
 Attn: Chief Meroney  
 chiefmeroney257@plumstedpolice.org

**Quoted to:**  
 Plumsted Township Police  
 2 Cedar St.  
 New Egypt, NJ 08533  
 Attn: Chief Meroney  
 chiefmeroney257@plumstedpolice.org



Bob Resetar 609-203-1053  
 bresetar@wirelesse.com  
 Send Purchase Order To:  
 Motorola Solutions Inc.  
 C/O Wireless Electronics Inc  
 153 Cooper Rd  
 West Berlin, NJ 08091

QUOTE #  
 Q51722-MR-1013-1917902

State of New Jersey Contract  
**RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES**  
 Motorola Proposal- State of New Jersey Contract #83909

DATE:10/13/22

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price
1	APX™ 8000 Series	APX 8000 ALL BAND PORTABLE MODEL 2.5.	1	\$5,809.00	\$5,809.00	25.00%	\$1,452.25	\$4,356.75	\$4,356.75
1a	H91TGD9PW6AN	ENH: MULTIKEY.	1	\$330.00	\$330.00	25.00%	\$82.50	\$247.50	\$247.50
1b	H8698BW	ADD: ASTRO DIGITAL CAI OPERATION.	1	\$515.00	\$515.00	25.00%	\$128.75	\$386.25	\$386.25
1c	Q806CB	ADD: P25 9600 BAUD TRUNKING.	1	\$300.00	\$300.00	25.00%	\$75.00	\$225.00	\$225.00
1d	Q361AN	ADD: TDMA OPERATION.	1	\$450.00	\$450.00	25.00%	\$112.50	\$337.50	\$337.50
1e	QA00580AA	ADD: ENHANCED DATA APX.	1	\$150.00	\$150.00	25.00%	\$37.50	\$112.50	\$112.50
1f	QA03399AA	ADD: SMARTZONE OPERATION.	1	\$1,500.00	\$1,500.00	25.00%	\$375.00	\$1,125.00	\$1,125.00
1g	H388S	ADD: PROGRAMMING OVER P25 (OTAP).	1	\$100.00	\$100.00	25.00%	\$25.00	\$75.00	\$75.00
1h	G996AP	ENH: AES ENCRYPTION AND ADP.	1	\$475.00	\$475.00	25.00%	\$118.75	\$356.25	\$356.25
1i	Q629AH	ADD: SY ESSENTIAL ACCIDENTAL DAMAGE.	1	\$482.00	\$482.00	0.00%	\$0.00	\$482.00	\$482.00
2	HA00025AH	BATT IMPRES 2 LION R IP67 3400T.	1	\$142.00	\$142.00	40.00%	\$56.80	\$85.20	\$85.20
3	PMNN4486A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA.	1	\$150.00	\$150.00	20.00%	\$30.00	\$120.00	\$120.00
4	NNTN8860A	AUDIO ACCESSORY, XVP850 REMOTE SPEAKER MICROPHONE, WITH CHANNEL KNOB.	1	\$507.60	\$507.60	20.00%	\$101.52	\$406.08	\$406.08
5	PMMN4135A	DEVICE PROGRAMMING.	1	\$60.00	\$60.00	0.00%	\$0.00	\$60.00	\$60.00
5	LSV00Q00202A		1	\$60.00	\$60.00	0.00%	\$0.00	\$60.00	\$60.00
<b>Net Total</b>									<b>\$8,375.03</b>
<b>Estimated Tax</b>									<b>\$0.00</b>
<b>Estimated Freight</b>									<b>\$0.00</b>
<b>Grand Total</b>									<b>\$8,375.03</b>

CONTRACT	LINE ITEM	COMM CODE	PRICE SUMMARY
00001	726-88-085633		
00002	726-88-085633		\$7,221.75
00008	726-16-085634		
00013	726-90-085643		\$611.28
00025	920-37-085644		
00027	925-36-085646		\$80.00
00028	920-46-085647		\$482.00
00032	951-53-085650		
<b>Grand Total</b>			<b>\$8,375.03</b>

**RESOLUTION NO. 2022-360**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
APPOINTING CATHERINE PARRINO AS A  
VIOLATIONS CLERK FOR THE  
PLUMSTED TOWNSHIP MUNICIPAL COURT**

**WHEREAS**, the Township of Plumsted has the need for the services of a part-time violations clerk to assist in the Plumsted Township Municipal Court on as-needed basis; and

**WHEREAS**, the appointment shall be with the recommendation of the Municipal Court Administrator and approved by the Business Administrator; and

**WHEREAS**, Catherine Parrino is qualified to perform the duties of a part-time violations clerk for the Plumsted Township Municipal Court.

**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 Catherine Parrino is hereby appointed as a part-time violations clerk, without benefits, to assist in the Plumsted Township Municipal Court.
2. That Catherine Parrino shall be compensated at rate of \$25.00 per hour for assisting in the Plumsted Township Municipal Court.
3. That Catherine Parrino shall be compensated at a rate of \$100.00 per court session in accordance with the salary ordinance and resolution.
4. That certified copies of this resolution be forwarded to: Catherine Parrino; the Superior Court of New Jersey – Ocean County Vicinage; June d. Madden, CFO; Sandra Brodbeck, the Plumsted Township Court Administrator and Damian Murray, Municipal Court Judge.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>st</sup>** day of **DECEMBER, 2022**.

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

**RESOLUTION NO. 2022-361**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING PAYMENT OF UNUSED  
FLOATING HOLIDAYS FOR MATTHEW GOLDFLUSS**

**WHEREAS**, Plumsted Township Police Officers have the option of being paid or floating holidays throughout the year; and

**WHEREAS**, due to schedule constraints in taking time off, Matthew Goldfluss, Police Officer for Plumsted Township, has been unable to take previously floated holidays off; and

**WHEREAS**, Matthew Goldfluss is requesting to be paid for two (2) floating holidays; September 5<sup>th</sup> and October 10<sup>th</sup>, 2022 as set forth in the attached Schedule "A": and

**WHEREAS**, it is the desire of the Mayor and Township Committee to authorize payment for two (2) floating holidays from for Matthew Goldfluss 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 payment for two (2) floating holidays; September 5<sup>th</sup> and October 10<sup>th</sup>, 2022, for Matthew Goldfluss as set forth in the attached Schedule "A".
2. That a Certification of Availability of Funds is attached hereto.
3. That certified copies of this resolution shall be forwarded to the Plumsted Township Finance Office and Matthew Goldfluss.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>ST</sup> day of **DECEMBER, 2022**.

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

**Municipal Clerk**

---

**From:** Sharon Gower  
**Sent:** Thursday, November 10, 2022 9:40 AM  
**To:** Municipal Clerk; Nadene Cicero - Deputy Municipal Clerk  
**Subject:** FW: holiday pay

Please let me know how many holidays have passed that he has not utilized. For those holiday a resolution will have to be done at the next meeting to approve me to pay them.

---

**From:** Sharon Gower  
**Sent:** Thursday, November 10, 2022 9:41 AM  
**To:** Matthew Goldfluss <[mgoldfluss@plumstedpolice.org](mailto:mgoldfluss@plumstedpolice.org)>  
**Subject:** RE: holiday pay

I will forward this request to the BA for her to calculate your time as well as do submit a resolution for authorization for the holiday that have passed. For the holiday that are yet to happen, you can put on your timesheet to be paid for those hours during the proper pay period.

---

**From:** Matthew Goldfluss  
**Sent:** Tuesday, November 8, 2022 6:37 AM  
**To:** Sharon Gower <[sgower@plumsted.org](mailto:sgower@plumsted.org)>  
**Subject:** holiday pay

Hello Sharon,

I just wanted to notify you that I wish to be paid out for my holidays this year from my start of 7/7/22 to the end of year. I will not be using them as days off. Please let me know what needs to be done regarding this

Respectfully Submitted,  
Matthew A. Goldfluss #290  
Patrolman  
Plumsted Township Police Department  
2 Cedar Street  
New Egypt, NJ 08533  
Office: (609)-758-7077  
Fax: (609)-758-1530

**RESOLUTION NO. 2022-362**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING A MEDICAL LEAVE OF ABSENCE  
FOR KEVIN LEONARD**

**WHEREAS**, Kevin Leonard is an officer of the Plumsted Township Police Department; and

**WHEREAS**, pursuant to the Township of Plumsted Personnel Policies and Procedures, the Township Committee has been notified of a medical reason necessitating a leave of absence for Kevin Leonard from November 18, 2022 to the present; and

**WHEREAS**, Kevin Leonard has exhausted all accrued sick time for 2022 with 16 hours of vacation leave remaining; and

**WHEREAS**, the medical leave of absence will be without pay and the New Jersey State and Federal Family Medical Leave may run concurrently.

**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 a medical leave of absence for Kevin Leonard from November 18, 2022 to the present.
2. Kevin Leonard has exhausted all accrued sick time in 2022 with 16 hours of vacation leave remaining; therefore, the leave will be unpaid and the NJ State and Federal Family Medical Leave may run concurrently.
3. That a certified copy of this resolution shall be forwarded to June d. Madden, CFO; the Business Administrator and Kevin Leonard.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>st</sup>** day of **DECEMBER, 2022**.

---

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



**RESOLUTION NO. 2022-363**

**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 2023**

**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 \$20,000.00 for the Road Department, no amount for 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. Temporary Budget. 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  
3-01-26-290-249  
Amount Not to Exceed \$10,000.00**

**SNOW REMOVAL  
3-01-26-290-350  
Amount Not to Exceed \$10,000.00**

3. This agreement is for the period of January 1, 2023 to December 31, 2023.

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	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>st</sup>** day of **DECEMBER, 2022**.

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



5. Each County Department shall invoice the Local Governmental Unit for materials and supplies delivered and services rendered. Monies due shall be paid by the Local Governmental Unit to the County within thirty (30) days after the Local Governmental Unit's receipt of said invoices.

6. The applicable rates and charges for equipment and labor are set forth in the List of Labor and Equipment Costs, which is attached hereto and made a part hereof.

A. The Local Governmental Unit may request the County to provide for the disposition of sweeping materials from the Local Governmental Unit site. All costs associated with the disposition of these materials, including, but not limited to, all costs incurred in the inspection, testing, classification, screening and ultimate disposition of the sweepings, shall be the responsibility of the Local Governmental Unit and shall be included in the County's next invoice for payment by the Local Governmental Unit.

B. When requested by the Local Governmental Unit to sweep municipal roads or properties, the materials collected will be disposed of at a designated municipal site. If the Local Governmental Unit is unable to provide a site, the County will store the municipal sweepings at the nearest County garage and the Local Governmental Unit will be responsible for all costs incurred as described in paragraph A.

7. The Local Governmental Unit hereby covenants and agrees to save harmless the County, its agents, officials and employees from any and all suits, damages, claims or other causes of action, including reasonable attorneys' fees, which may result from performance of this Agreement by the County.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first written above.

**ATTEST:**

**COUNTY OF OCEAN**

\_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_

**ATTEST:**

**GOVERNMENTAL UNIT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Print Name Title

**RESOLUTION NO. 2022-364**

**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 December 1, 2022 and expiring December 31, 2023; 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	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>st</sup> day of **DECEMBER 2022**.

\_\_\_\_\_  
**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 **1st** day of **December, 2022** 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, 2023**, or until either party rightfully cancels under the provisions provided in this Agreement.

\_\_\_\_\_  
TOWNSHIP CLERK, DANA TYLER  
TOWNSHIP OF UPPER FREEHOLD

\_\_\_\_\_  
MAYOR  
TWP OF UPPER FREEHOLD

\_\_\_\_\_  
TOWNSHIP CLERK, JENNIFER WITHAM  
PLUMSTED TOWNSHIP

\_\_\_\_\_  
MAYOR ROBERT BOWEN  
PLUMSTED TOWNSHIP

**RESOLUTION NO. 2022-365**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE REFUND OF UNUSED ESCROWS  
TO GEORGE AND MICHELLE HEALEY**

**WHEREAS**, in accordance with the Township’s request, George and Michelle Healey posted escrow funds for Block 76, Lots 57 & 57.01 on the tax map of the Township of Plumsted; and

**WHEREAS**, George and Michelle Healey has requested by email to Plumsted Township, as seen in the attached Schedule ‘A’, a refund of unused escrow in the amount of:

**Block 76, Lots 57 & 57.01 \$1,292.00**

**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 refund of escrow fees in an amount not to exceed \$1,292.00 in accordance with Schedule “A”, attached hereto and made a part hereof.
2. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The following is the line item appropriation which constitutes the availability of funds for this refund:

**RESERVE FOR LAND USE BOARD ESCROWS**

**T15-56-850-805**

**Amount Not to Exceed \$1,167.00**

**RESERVE FOR ESCROW – LOT GRADING**

**T15-56-850-808**

**Amount Not to Exceed \$125.00**

3. That a certified copy of this resolution be forwarded to the Chief Financial Officer and George and Michelle Healey.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>st</sup>** day of **DECEMBER, 2022**.

---

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

Resolution No 2022-365 Schedule 'A'

**TOWNSHIP OF PLUMSTED**

121 EVERGREEN RD  
 NEW EGYPT, NJ 08533  
 TEL (609) 758-2241 Ext 115

PURCHASE ORDER NO.  
 22 - 00862

THIS IS NOT AN  
 AUTHORIZATION TO PURCHASE

**REQUISITION**

Vendor <b>George &amp; Michelle Healey</b>	Deliver To <b>Finance Department</b>	Date <b>10/18/2022</b>
Street <b>11 Cordwell Drive</b>		Vendor No <b>11737</b>
City <b>New Egypt</b> State <b>NJ</b> Zip <b>08533</b>	<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> BID/QUOTE <input type="checkbox"/> STATE CONTRACT	<input type="checkbox"/> EMERGENCY <input type="checkbox"/> CONFIRMATION No.
Purpose		

QUANTITY	ITEM NO.	GOODS OR SERVICES	UNIT PRICE	TOTAL
		Escrow account refund 76/57 & 57.01 for 11 Cordwell Drive		
		due to unspent funds.		
		Review 76/57		\$500.00
		Roads & Tax Map 76/57		\$50.00
		Miscellaneous deposits 76/57		188
		T-15-56-850-805		
		Review 76/57.01		\$429.00
		T-15-56-850-805		
		Lot grading		\$125.00
		T-15-56-850-808		
		Total		\$1,292.00

Res - 2022

see above

REQUESTED BY  
 \_\_\_\_\_  
 DEPARTMENT HEAD

*[Signature]*  
 AUTHORIZED: MAYOR OR DEPUTY MAYOR  
*[Signature]*  
 PURCHASING AGENT OR CHIEF FINANCIAL OFFICER

GEORGE & MICHELLE HEALEY B76-L57 REVIEW				INVOICE DEPOSIT	ATTORNEY	ENGINEER	BALANCE
1/7/2002	DEPOSIT						\$ 500.00
1/7/2002	EE & L	#21159	\$	23.75			\$ 476.25
2/20/2002	DM & MCG	#13401B	\$	64.00			\$ 412.25
2/21/2002	EE & L	#21302	\$	955.00			\$ (542.75)
3/5/2002	EE & L	#21537	\$	25.00			\$ (567.75)
3/18/2002	DEPOSIT		\$	1,042.75			\$ 475.00
5/1/2002	EE & L	#21909	\$	530.00			\$ (55.00)
5/9/2002	DM & MCG	#13401C	\$	80.00			\$ (135.00)
	DEPOSIT		\$	635.00			\$ 500.00
6/6/2002	DM & MCG	#13401D	\$	80.00			\$ 420.00
8/13/2002	DM & MCG	#13401E	\$	144.00			\$ 276.00
8/28/2002	EE & L	#22806	\$	175.00			\$ 101.00
9/6/2002	DM & MCG	#13401F	\$	416.00			\$ (315.00)
9/26/2002	EE & L	#23041	\$	75.00			\$ (390.00)
10/11/2002	DEPOSIT		\$	890.00			\$ 500.00
10/29/2002	EE & L	#23225	\$	75.00			\$ 425.00
11/26/2002	EE & L	#23407	\$	330.00			\$ 95.00
12/9/2002	DM & MCG	#13401G	\$	32.00			\$ 63.00
1/4/2003	EE & L	#23617	\$	897.50			\$ (834.50)
1/13/2003	DM & MCG	#13401H	\$	128.00			\$ (962.50)
2/5/2003	EE & L	#23951	\$	1,432.50			\$ (2,395.00)
2/5/2003	DEPOSIT		\$	2,895.00			\$ 500.00
3/3/2003	EE & L	#24080	\$	346.50			\$ 153.50
3/6/2003	DM & MCG	#13401I	\$	310.00			\$ (156.50)
3/21/2003	DEPOSIT		\$	656.50			\$ 500.00

GEORGE & MICHELLE HEALEY B76-L57 MISC. DEPOSITS				INVOICE	DEPOSIT	ATTORNEY	ENGINEER	BALANCE
	TAX MAP FEES		\$	250.00				\$ 250.00
	(TAX MAP MAINT)	26025	\$				\$ 200.00	\$ 50.00
	DEVELOPERS AGREEMENT		\$	150.00				\$ 150.00
	DEV. AGREE TO RECORD		\$	38.00				\$ 38.00
	CURB & SIDEWALK		\$	9,921.83				\$ 9,921.83
	RECREATION FUND		\$	500.00				\$ 500.00

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To Whom It Concerns,

Please see the request below for refund of Escrow for Block 76, Lot 57.01 and 57.02.

Name: George and Michelle Healey

ADDRESS: 11 Cordwell Dr

New Egypt, NJ 08533

Block: 76

Lot: 57.01 & 57.02

Please refund escrow monies.

Thanks so much

George and Michelle Healey

**RESOLUTION NO. 2022-366**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING AN AGREEMENT WITH ELEGANT EXTERIORS**

**WHEREAS**, Elegant Exteriors has graciously offered to provide improvements to the Recreation building and dugouts, as well as monetary donations as seen in the attached Schedule 'A'; and

**WHEREAS**, it is the desire of the Mayor and Township Committee to enter into an agreement with Elegant Exteriors.

**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 an agreement with Elegant Exteriors for services as seen in the attached Schedule 'A'.
- 2.** That certified copies of this resolution will be forwarded to the Chief Financial Officer, the Recreation Committee and Elegant Exteriors.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>st</sup>** day of **DECEMBER, 2022**.

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

**MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between 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, and Elegant Exteriors,

WHEREAS, the parties wish to enter into an MOU for donation and sponsorship at certain athletic fields and facilities located in the Plumsted Township, County of Ocean, State of New Jersey.

Elegant Exteriors agrees to the following:

1. A one-time donation of \$5,000 to Plumsted Township which will be deposited into the Recreation Trust Fund,
2. A new roof, siding, windows and gutters on the concession stand,
3. New roofs on the dugouts,
4. A donation of an ATEC pitching machine and balls,
5. An ongoing annual donation of \$1,000 to Plumsted Township which will be deposited into the Recreation Trust Fund.

Plumsted Township & Recreation Baseball agrees to the following:

1. Place a large sign at the entrance to the recreation complex that reads: "Welcome to Plumsted Township Recreation Fields" "Sponsored by Elegant Exteriors". (Signs to be furnished by Elegant Exteriors)
2. Place a large Elegant Exteriors banner (Fence high and 20 to 30 feet wide) in Baseball field's 1 and 2, center field. (Banner furnished by Elegant Exteriors) \*(included with ongoing donation as per item 5 above)
3. One Baseball Team Sponsorship- \*(included with ongoing donation as per item 5 above)
4. Various sponsors involved in baseball opening day ceremonies with introduction to those in attendance.
5. To be included in periodic email announcements throughout the year, making families aware of the various sponsors and requests for those families to keep the sponsors in mind if and when they need their services.
6. Baseball Closing Ceremonies/Award day: Acknowledgement of sponsors and coaches and Elegant Exteriors Sportsmanship Award for one player in each league every year who displays sportsmanship, character and overall improvement presented by Ryan Stillwell or his representative.

Should either party wish to terminate this agreement, they shall do so in writing with 30-day notice.

**PLUMSTED TOWNSHIP**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**RESOLUTION NO. 2022-367**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE MAYOR TO  
EXECUTE AN AGREEMENT  
WITH EASTERN ARMORED CAR SERVICES, INC.**

**WHEREAS**, the Township of Plumsted, through its banking relationship with Investors Bank, will be utilizing the services of Eastern Armored Car Services, Inc. Plumsted Township and Eastern Armored Car Service will enter into an agreement for services which will be paid by Investors Bank. All invoices received by the Township will be reviewed for accuracy and sent to Investors Bank for payment.

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

1. That the Mayor is hereby authorized to execute the agreement between the Township of Plumsted and Eastern Armored Car Services, Inc as seen in the attached Schedule 'A'.
2. That a certified copy of this resolution shall be forwarded to the Finance Office and Eastern Armored Car Services, Inc.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>ST</sup>** day of **DECEMBER, 2022**.

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



**EASTERN ARMORED SERVICES, INC. SERVICE AGREEMENT**

**THIS AGREEMENT** made this 28<sup>th</sup> day of November 2022 between Eastern Armored Services, Inc., a **CORPORATION** organized under the Laws of the State of New Jersey (“the **CORPORATION**”) having an address of 2145 Nottingham Way, Mercerville, New Jersey 08619, and Plumsted Township (the **CUSTOMER**”) having an address of 121 Evergreen Road, New Egypt, NJ 08533. Each of the **CORPORATION** and the **CUSTOMER** may be referred to in this Agreement as a “Party” and collectively as the “**Parties**.”

In consideration of the mutual covenants and payments herein specified, the **Parties** agree as follows:

**FIRST:** For purposes of this Agreement, a “shipment” shall be considered as one or more packages consigned to a single consignee.

**SECOND:** The **CORPORATION** agrees to call for securely sealed shipment or shipments said to contain currency, coin, checks, money orders and/or securities and other negotiable items as set forth in Schedule A, addended hereto (collectively “Valuables”), and receipt for same. In no event shall the **CORPORATION** be responsible for any shortage claimed in any such shipment or shipments if the said shipment or shipments are not distinctively labeled and securely sealed.

**THIRD:** The **CORPORATION** further agrees to deliver such shipments or shipments to the consignee designated on the bag, or tags affixed to such shipment or shipments.

**FOURTH:** Service provided by the **CORPORATION** on behalf of the **CUSTOMER** shall be on such day and at such places as outlined in Schedule A, attached hereto as an Addendum to this Agreement, along with the rates the **CUSTOMER** agrees to pay the **CORPORATION** for the Services.

**FIFTH:** Except as provided herein, the **CORPORATION** shall assume full responsibility for and shall indemnify the **CUSTOMER** against the loss of any and all Valuables contained in a sealed shipment or shipments up to the value marked on the shipment and the custody receipt given to the **CUSTOMER** until it is delivered to and receipted for by the consignee or the person designated by the consignee to give such receipt at the address named. If for any reason such a delivery cannot be made the **CORPORATION**’s responsibility shall terminate when the same is delivered back to the **CUSTOMER** or **CUSTOMER**’s agent or to such other party as may be designated by the **CUSTOMER**. Actual amounts placed in such shipments or shipments that exceed the stated amount for which a receipt has been issued shall not be insured by the **CORPORATION** against loss or theft and shall be done at the sole risk of the **CUSTOMER**. The amount of liability shall not exceed five hundred thousand Dollars, U.S. (\$500,000) per shipment in cash. In addition, the **CORPORATION**’s liability regarding checks extends only to the cost of reconstruction. The **CORPORATION** does not insure the face value of checks.

agrees to show proof in the form of register tapes and other documents of the contents of any missing items.

The **CUSTOMER** agrees with the **CORPORATION** that in the event of Loss, the **CUSTOMER** will completely cooperate to the extent to which it is capable in reconstructing checks constituting a part of the Loss and as to said checks, the **CORPORATION**'s liability except as hereinafter limited shall be the payment to the **CUSTOMER** of reasonable costs necessary to reconstruct the checks plus where the checks are reconstructed, and any necessary costs because of stop-payment procedures.

It is understood and agreed by the **Parties** to this Agreement that the words "reconstruct", "reconstructed," and "reconstruction" shall mean to identify the checks only to the extent

of determining the face amount of the checks and the identity of the maker or the endorser of each. "Complete cooperation" shall include requests by the **CUSTOMER** to the makers of the missing checks to issue duplicates and, in the event the maker refuses to do so, to assert all its legal and equitable rights against said maker or to subrogate such rights to the **CORPORATION** or its assigns.

**NINTH:** The **CUSTOMER** agrees to arrange to have a shipment or shipments ready for the **CORPORATION** upon **CORPORATION**'s agent's arrival for its prompt acceptance, at place of delivery. Time of service will take place during **CUSTOMER**'s regular business hours, shall be undefined for security purposes, and dictated by the volume and uncontrolled travel conditions of the **CORPORATION**'s servicing route(s). **CORPORATION** does not operate around **CUSTOMER** lunch hours, delayed openings, or early closings.

**TENTH:** For the Services agreed to in Schedule A, hereto, the **CUSTOMER** or the **CUSTOMER**'s representative if a third party, agrees to promptly pay the **CORPORATION**, upon presentation of an invoice or monthly invoices if cost is divided equally over a set number of months, the charge(s) set forth in Schedule A plus any applicable State and local taxes. Additional service fees (ASF) may be charged by the **CORPORATION**, to its **CUSTOMERS** who seek from the **CORPORATION**, physical discovery for physical or electronic delivery of documentation, and/or proof of delivery, and/or processing paperwork if applicable for services provided. **CORPORATION** Invoices are mailed or sent electronically on the first of the month with payment due by the 20<sup>th</sup> of that month. Failure to provide payment for scheduled services will result in service suspension until payment is received. Subsequent failures to make on-time payments may result in quarterly invoicing, or **CORPORATION**'s immediate termination of the agreement.

The Parties acknowledge that, if a **CUSTOMER** is a public entity, or the **CUSTOMER** is exempt from payment of taxes, the **CUSTOMER** agrees to provide satisfactory documentation evidencing such exemption. The **CUSTOMER** further agrees to defend and hold the **CORPORATION** harmless from and against any claim that the **CORPORATION** must pay or collect such taxes for the Services, including any interest, penalties, or legal costs.

**-SCHEDULE A-**

This schedule is an Addendum to, and part of the contract entered as of the Day of 28<sup>th</sup> of November 2022 between Eastern Armored Services, Inc., and Plumsted Township, New Egypt, NJ 08533.

**SCHEDULE OF SERVICE:** ACS Monday, Wednesday, and Friday with delivery to Citizens Bank.

**RATES TO BE CHARGED:**

- Payment is due by the 20<sup>th</sup> of the month invoiced
- Rate will be held for one (1) year from the time we begin service

**SPECIAL REMARKS:** THIS AGREEMENT MAY BE CANCELLED BY EITHER PARTY WITH SIXTY (60) DAYS PRIOR WRITTEN NOTICE.

**RESOLUTION NO. 2022-368**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING A SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIP OF PLUMSTED  
AND THE COUNTY OF OCEAN FOR THE FY2022/23  
MOVE OVER LAW ENFORCEMENT PROGRAM (M.O.L.E.P.)**

**WHEREAS**, there is a need to use the services of the local police in conjunction with the Ocean County Prosecutor’s Office for the FY2022/23 Move Over Law Enforcement Program (“M.O.L.E.P.”) as set forth in the attached Schedule “A”; and

**WHEREAS**, the Township of Plumsted is able to provide these services.

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

1. That the Mayor is hereby authorized to execute and the Township Clerk to attest to a Shared Services Agreement between the Township of Plumsted and the County of Ocean for the FY2022/23 Move Over Law Enforcement Program (“M.O.L.E.P.”), a copy of which is attached hereto and made a part hereof as Schedule “A.”
2. That this agreement shall be retroactive from October 1, 2022 and shall continue in full force and effect until September 30, 2023; it will be on file with the Clerk’s office.
3. That the police officers will be paid at the rate of \$60 per hour by the County.
4. That a certified copies of this resolution shall be forwarded to Chief Earl Meroney, Plumsted Township Police Department; the Plumsted Township Finance Office, the Ocean County Prosecutor’s Office and the Ocean County Board of Commissioners.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>st</sup>** day of **DECEMBER, 2022**.

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

**SHARED SERVICES AGREEMENT**  
**“MOVE OVER” LAW ENFORCEMENT PROGRAM**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, by and **BETWEEN:**  
**THE Township of Plumsted**, a municipal corporation of the State of New Jersey, having its offices located at **121 Evergreen Rd., Plumsted, New Jersey 08533**, hereinafter referred to as “Municipality”. **AND: THE COUNTY OF OCEAN**, a body politic of the State of New Jersey, having its offices at the Administration Building, 101 Hooper Avenue, P.O. Box 2191, Toms River, New Jersey, 08754, hereinafter referred to as “County”.

**WHEREAS**, resolution of the **Township of Plumsted** dated \_\_\_\_\_, authorization was given to enter into an Shared Services Agreement with the County of Ocean Police services, **“Move Over” Law Enforcement Program** and

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

**WHEREAS**, the **M.O.L.E.P.** receives funding from the State of New Jersey and County of Ocean; and

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

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

**WHEREAS**, the Municipality wishes to enter into an Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of police officers employed by the Municipality to the **M.O.L.E.P.**; and

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

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

**SHARED SERVICES AGREEMENT**  
**“MOVE OVER” LAW ENFORCEMENT PROGRAM**

2. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - (a) The Municipality will provide department in-service training to those officers assigned to the **M.O.L.E.P.**
  - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the **M.O.L.E.P.**
  
3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
  - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the **M.O.L.E.P.**
  - (b) The County shall provide the Municipal Police Department with information on current **M.O.L.E.P.** activities within the Municipality during scheduled briefings.
  
4. **COMPENSATION.** The County shall pay the officers department at the rate of seventy (\$70.00) per hour for their performed hereunder. It is the responsibility of the individual officer’s department to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.
  
5. **TERM.** This Agreement shall be retroactive from October 1, 2022 and shall continue in full force and effect until September 30, 2023.
  
6. **TERMINATION.** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.
  
7. **RELATIONSHIP OF PARTIES.** The officers assigned to the Prosecutor’s Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.
  
8. **VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE DEPARTMENT.** During the time of their assignment to the Prosecutor’s Office, the officers shall continue to be governed by the rules and regulations of the Municipal Police Department. In the event of any violation of the rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

**SHARED SERVICES AGREEMENT**  
**“MOVE OVER” LAW ENFORCEMENT PROGRAM**

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

**RESOLUTION NO. 2022-369**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN  
THE TOWNSHIP OF PLUMSTED AND THE COUNTY OF OCEAN  
FOR THE FY 2022/23 DRIVING WHILE INTOXICATED  
ENFORCEMENT PROGRAM (D.W.I.E.P.)**

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

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

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

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

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

1. That the Mayor is hereby authorized to execute and the Township Clerk to attest to a Shared Services Agreement between the Township of Plumsted and the County of Ocean for the FY 2022/23 Driving While Intoxicated Enforcement Program (“D.W.I.E.P.”), attached hereto and made a part hereof as Schedule ‘A’; a copy of the agreement is on file in the Clerk’s Office.
2. That a certified copies of this resolution shall be forwarded to Chief Earl Meroney, Plumsted Township Police Department; the Plumsted Township Finance Office, the Ocean County Prosecutor’s Office and the Ocean County Board of Commissioners.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 **1<sup>ST</sup>** day of **DECEMBER, 2022**.

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



SHARED SERVICES AGREEMENT

DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, by and BETWEEN: THE Township of Plumsted, a municipal corporation of the State of New Jersey, having its offices located at 121 Evergreen Rd. Plumsted, New Jersey. 08533, hereinafter referred to as "Municipality". AND: THE COUNTY OF OCEAN, a body politic of the State of New Jersey, having its offices at the Administration Building, 101 Hooper Avenue, P.O. Box 2191, Toms River, New Jersey, 08754, hereinafter referred to as "County".

WHEREAS, resolution of the Township of Plumsted dated \_\_\_\_\_, authorization was given to enter into an Shared Services Agreement with the County of Ocean Police services, **Driving While Intoxicated Enforcement Program** and

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

WHEREAS, the **D.W.I.E.P.** receives funding from the State of New Jersey and County of Ocean; and

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

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

WHEREAS, the Municipality wishes to enter into an Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of police officers employed by the Municipality to the **D.W.I.E.P.**; and

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

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

**SHARED SERVICES AGREEMENT**

**DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM**

2. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - (a) The Municipality will provide department in-service training to those officers assigned to the **D.W.I.E.P.**.
  - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the **D.W.I.E.P.**.
  
3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
  - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the **D.W.I.E.P.**.
  - (b) The County shall provide the Municipal Police Department with information on current **D.W.I.E.P.** activities within the Municipality during scheduled briefings.
  
4. **COMPENSATION.** The County shall pay the officers department at the rate of seventy (\$70.00) per hour for their performed hereunder. It is the responsibility of the individual officer's department to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.
  
5. **TERM.** This Agreement shall be retroactive from October 1, 2022 and shall continue in full force and effect until September 30, 2023.
  
6. **TERMINATION.** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.
  
7. **RELATIONSHIP OF PARTIES.** The officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.
  
8. **VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE DEPARTMENT.** During the time of their assignment to the Prosecutor's Office, the officers shall continue to be governed by the rules and regulations of the Municipal Police Department. In the event of any violation of the rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

**SHARED SERVICES AGREEMENT**

**DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM**

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

**RESOLUTION NO. 2022-370**

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN  
THE TOWNSHIP OF PLUMSTED AND THE OCEAN COUNTY  
PROSECUTOR’S OFFICE FOR THE DRUG RECOGNITION  
EXPERT CALLOUT PROGRAM (“D.R.E.C.P.”) GRANT FOR FY 2022/23**

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

**WHEREAS**, there is a need to utilize the services of the local police in conjunction with the Ocean County Prosecutor’s Office for the Drug Recognition Expert Callout Program Grant for FY 2022/23 as set forth in the attached Schedule “A”; and

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

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

**WHEREAS**, it is the desire of the Township Committee to enter into a Shared Services Agreement with the Ocean County Prosecutor’s Office for Drug Recognition Expert Callout Program Grant for FY 2022/23.

**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 the Ocean County Prosecutor’s Office Drug Recognition Expert Callout Program Grant Agreement for FY 2022/23, attached hereto and made a part hereof as Schedule ‘A’.
- 3.** That the agreement shall be retroactive from October 1, 2021 and shall continue in full force and effect until September 30, 2022; a copy of it will be on file in the Clerk’s Office.
- 4.** That a certified copy of this resolution shall be forwarded to CFO June Madden, the Plumsted Township Police Department and the Ocean County Prosecutor’s Office.

NAME	CALABRESE	CUOZZO	GRILLETTO	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 1<sup>st</sup> day of **DECEMBER, 2022**.

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

SHARED SERVICES AGREEMENT  
DRUG RECOGNITION EXPERT CALLOUT PROGRAM

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, by and **BETWEEN: THE Township of Plumsted**, a municipal corporation of the State of New Jersey, having its offices located at 121 Evergreen Rd. Plumsted, N.J. 08533, hereinafter referred to as "Municipality".

**AND: THE COUNTY OF OCEAN**, a body politic of the State of New Jersey, having its offices at The Administration Building, 101 Hooper Avenue, P.O. Box 2191, Toms River, New Jersey, 08754, Hereinafter referred to as "County".

**WHEREAS**, resolution of the Township of Plumsted dated \_\_\_\_\_, authorization was given to enter into an Shared Services Agreement with the County of Ocean Police services, **Drug Recognition Expert Callout Program** and

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

**WHEREAS**, the **D.R.E.C.P.** receives funding from the State of New Jersey and County of Ocean; and

**WHEREAS**, the shared Services Act, N.J.S.A. 401:8A-1 et seq., authorizes local units as defined in the Act to enter into a joint agreements for the provision of governmental services; and

**WHEREAS**, the Municipality wishes to enter into an Agreement with the County for the purpose of setting forth the term and conditions regarding the assignment of police officers employed by the Municipality to the **D.R.E.C.P.**; and

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

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

SHARED SERVICES AGREEMENT  
DRUG RECOGNITION EXPERT CALLOUT PROGRAM

2. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - (a) The Municipality will provide department in-service training to those officers assigned to the **D.R.E.C.P.**
  - (b) The Municipality will be responsible for conducting weapons qualification for those officers assigned to the **D.R.E.C.P.**
3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
  - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the **D.R.E.C.P.**
  - (b) The County shall provide the Municipal Police Department with information on current **D.R.E.C.P.** activities within the Municipality during scheduled briefings or callouts to other municipalities.
4. **COMPENSATION.** The County shall pay the officer's Municipality at the rate of seventy (\$70.00) per hour for their performance hereunder. It is the responsibility of the individual officer's Municipality to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.
5. **TERM.** This agreement shall be retroactive from October 1, 2022 and shall continue in full force and effect until September 30, 2023.
6. **TERMINATION.** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.
7. **RELATIONSHIP OF PARTIES.** The officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.
8. **VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE DEPARTMENT.** During the time of their assignment to the Prosecutor's Office, the officers shall continue to be governed by the rule and regulations of the Municipal Police Department. In the event of any violation of the rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

SHARED SERVICES AGREEMENT  
DRUG RECOGNITION EXPERT CALLOUT PROGRAM

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