

**NOTICE OF SPECIAL TELECONFERENCE MEETING OF THE MAYOR AND
COMMON COUNCIL OF THE TOWN OF HACKETTSTOWN.**

Please be advised that a special teleconference meeting of the Mayor and Common Council of the Town of Hackettstown will be held on December 28, 2020 at 6:30pm.

While this is a teleconference meeting of the Governing Body, the public will be able to hear and participate and provide public comments during said regular meeting.

To listen, and participate in said meeting the public will be able to access the meeting as follows:

Join Zoom Meeting Online from your computer:

-www.zoom.com, enter meeting ID 83095355814, Passcode 131114

-From Your Phone, dial 1-929-205-6099. When prompted enter meeting ID 83095355814, when prompted enter Passcode 131114

You will now be connected to the meeting and will be able to hear said meeting discussion.

When public comment or questions are appropriate during said meeting, the public communication will be opened.

The Council Agenda to the extent known and all accompanying documents shall be posted on the Hackettstown website, www.Hackettstown.net.

Said meeting telecommunication will be initiated from the Hackettstown Municipal Building, 215 West Stiger Street, Hackettstown, NJ.

William Kuster

Town Clerk/Administrator

TOWN OF HACKETTSTOWN

MUNICIPAL BUILDING

215 STIGER STREET • HACKETTSTOWN • NEW JERSEY 07840

TEL: 908-852-3130 • FAX: 908-852-5728

AGENDA

TELECONFERENCE MEETING

DECEMBER 28, 2020

6:30PM

Flag salute.

Mayors opening statement as required by the Open Public Meetings Act.

Roll call.

For Consideration:

- Motion to approve the minutes of the December 10, 2020 regular session.
- Discussion with Jade Associates, Bergen Tool Phase II project.
- Resolution to cancel underpaid property taxes/special charges for 2020 of less than \$10.00.
- Resolution authorizing the Police Department to participate in the 1033 Program to request and acquire excess Department of Defense equipment.
- Resolution authorizing budget transfers within 2020 appropriations.
- Motion to approve check register, RL:2020-23.
- Motion to approve an Interlocal Service Agreement with Washington Township, Morris County to provide Animal Control Services starting January 1, 2021.
- Motion, to authorize a Fire Department purchase order in excess of \$7,500.00.
- Discussion by citizens.

Any other matters that may be brought by the Mayor and Council for action.

Committee reports.

Mayors report.

Possible executive session.

Adjournment.

The Mayor and Common Council convened in open session via teleconference in the Municipal Building at 215 Stiger Street, Hackettstown, New Jersey at 7:00 PM on December 10, 2020. The special meeting opened with a salute to the Flag.

Mayor DiMaio announced that adequate notice of the time, place and manner of this remote public Council meeting, being conducted via teleconference, including the means by which the public may observe and participate, has been provided in accordance with the Open Public Meetings Act by:

- (1) Posting said notice on the municipal building bulletin board and front window of the Municipal Building;
- (2) Emailing said notice to the press and all others who have requested it;
- (3) Posting on the official Town website; and
- (4) Transmission to residents via nixel notification.

Roll Call Vote: Present – Mayor DiMaio, Councilpersons Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Sheldon) and seconded (Engelau) to approve the minutes of the regular meeting held on November 23, 2020 as submitted.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo and Sheldon

Abstain – Tynan

Mayor DiMaio opened the public hearing on ordinance #2020-08 entitled, AN ORDINANCE TO APPROVE AND ADOPT THE 2021 BUDGET FOR THE HACKETTSTOWN BUSINESS IMPROVEMENT DISTRICT, INC., which was introduced and passed on first reading on November 12, 2020 and offered a copy of the ordinance to anyone who desired a copy. The title of the ordinance was read a loud and the Town Attorney explained the contents and purpose of the ordinance. The Town Clerk stated that the ordinance and the Notice of Hearing were duly published in the Daily Record; and posted on the bulletin board in the lobby of the Municipal Building, and that copies of the ordinance were made available to members of the general public who requested such copies.

There being no comments from the public, Mayor DiMaio closed the public hearing and discussion returned to Council.

Motion was made (Sheldon) and seconded (Engelau) that ordinance #2020-08 entitled AN ORDINANCE TO APPROVE AND ADOPT THE 2021 BUDGET FOR THE HACKETTSTOWN BUSINESS IMPROVEMENT DISTRICT, INC, be adopted on second and final reading and that Notice of Final Adoption be published.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Mayor DiMaio opened the public hearing on ordinance #2020-09 entitled, AN ORDINANCE TO AMEND SECTION 525 OF THE LAND USE DEVELOPMENT ORDINANCE ENTITLED “STORMWATER CONTROL” TO REFLECT AMENDMENTS TO THE NEW JERSEY STORMWATER MANAGEMENT RULES AT N.J.A.C. 7:8, which was introduced and passed on first reading on November 12, 2020 and offered a copy of the ordinance to anyone who desired a copy. The title of the ordinance was read a loud and the Town Attorney explained the contents and purpose of the ordinance. The Town Clerk stated that the ordinance and the Notice of Hearing were duly published in the Daily Record; and posted on the bulletin board in the lobby of the Municipal Building, and that copies of the ordinance were made available to members of the general public who requested such copies.

There being no comments from the public, Mayor DiMaio closed the public hearing and discussion returned to Council.

Motion was made (Engelau) and seconded (Lambo) that ordinance #2020-09 entitled AN ORDINANCE TO AMEND SECTION 525 OF THE LAND USE DEVELOPMENT ORDINANCE ENTITLED "STORMWATER CONTROL" TO REFLECT AMENDMENTS TO THE NEW JERSEY STORMWATER MANAGEMENT RULES AT N.J.A.C. 7:8, be adopted on second and final reading and that Notice of Final Adoption be published.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Sheldon) and seconded (Lambo) to approve the Chapter 159 for the 2020 Statewide Insurance Fund Risk Control Grant in the amount of \$3,000.00.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Engelau) and seconded (Tynan) to adopt the following resolution:

Resolution

WHEREAS, the Tax Collector advises of overpayments of taxes for calendar year 2020 and recommends a refund of the overpaid amount.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body to authorize the Chief Financial Officer to make the following refund of taxes:

Block 55, Lot 3 Corelogic/Refunds Dept 3001 Hackberry Rd. Irving, TX 75063	\$2,936.00 Payment on exempt property
Block 72, Lot 1 Epp LLC 432 Mt. Bethel Hwy Bango, PA 18013	\$727.83 Credit due to tax appeal
Block 82, Lot 7 Corelogic/Refunds Dept 3001 Hackberry Rd Irving, TX 75063	\$1,941.10 Duplicate payment
Block 109, Lot 13 Ruben Duarte 921 Grand Avenue Hackettstown, NJ 07840	\$1,163.99 Credit due to tax appeal
Block 119, Lot 1.49 Niranjan Joginipally 74 Helm's Mill Rd Hackettstown, NJ 07840	\$1,602.05 Credit due to tax appeal
Block 119, Lot 95.01 Merle & Wally 6 Petersburg Rd Hackettstown, NJ 07840	\$4,568.34 Credit due to tax appeal
Block 125, Lot 5 East Avenue Service Park 108 East Avenue Hackettstown, NJ 07840	\$1,251.60 Credit due to tax appeal

Roll Call Vote: Yes – Becker Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Tynan) and seconded (Kunz) to adopt the following resolution:

Resolution

WHEREAS, there is presently pending before the Tax Court of the State of New Jersey, the matters intitled “210 Vail Street LLC vs. Town of Hackettstown”, which matters pertain to the appeals of the 2018, 2019 and 2020 tax year municipal property tax assessments for the property located at Block 40, Lot 4.02; and

WHEREAS a proposed settlement has been reached in this matter through the negotiations of special counsel for the Town of Hackettstown, McKirdy, Riskin, Olson & DellaPelle, P.C., and counsel for the property owner, and the Tax Court of New Jersey having been advised of the facts of the proposed settlement, subject, however, to approval by this governing body; and

WHEREAS, the subject property had an original total assessment for the 2018, 2019 and 2020 tax years of \$230,800.00; and

WHEREAS, the proposed settlement will involve a withdrawal of the 2018 appeal, thereby allowing the original assessment of \$230,800.00 to remain in full force and effect, and will reduce the assessment on the subject property to \$210,000.00 of the 2019 and 2020 tax years; and

WHEREAS, the proposed settlement represents a decrease in the assessed value of the subject property of \$20,800.00 for the 2019 and 2020 tax years; and

WHEREAS, the total refund due the plaintiff as a result of the within settlement for the 2019 tax year will be approximately \$633.15; and the total refund due of the 2020 tax year will be approximately \$650.83; and

WHEREAS, the taxpayer, as part of the within settlement, will waive any pre-judgment interest due on any refunds; and

WHEREAS, the within settlement shall be effectuated by way of Stipulation of Settlement executed by counsel for the property owner and special counsel of the Town of Hackettstown, said Stipulation to be filed with the Clerk of the Tax Court and appropriate Judgments to be issued in accordance therewith; and

WHEREAS, the counsel for the Town of Hackettstown, being the governing body of said Town, has deemed it to be in the public interest approve said settlement; and it appearing that the settlement is fair and indicative of the true market value of said property.

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Hackettstown by its governing body as follows:

1. The Town Council hereby approves the proposed settlement in these matters as set forth above;
2. The law firm of McKirdy, Riskin, Olson & DellaPelle, P.C., as special counsel for the Town of Hackettstown, is hereby authorized to enter into such Stipulation of Settlement and execute on behalf of the Town all necessary instruments and furtherance thereof;
3. The Tax Collector and Treasure for the Town of Hackettstown are hereby authorized to issue the refund due the taxpayer in the within matter for 2019 and 2020 tax years.

Resolution

WHEREAS, there is presently pending before the Tax Court of the State of New Jersey, the matters intitled "308 Main LLC vs. Town of Hackettstown", which matters pertain to the appeals of the 2018, 2019 and 2020 tax year municipal property tax assessments for the property located at Block 79, Lot 11; and

WHEREAS a proposed settlement has been reached in this matter through the negotiations of special counsel for the Town of Hackettstown, McKirdy, Riskin, Olson & DellaPelle, P.C., and counsel for the property owner, and the Tax Court of New Jersey having been advised of the facts of the proposed settlement, subject, however, to approval by this governing body; and

WHEREAS, the subject property had an original total assessment for the 2018, 2019 and 2020 tax years of \$405,900.00; and

WHEREAS, the proposed settlement will involve a withdrawal of the 2018 appeal, thereby allowing the original assessment of \$405,900.00 to remain in full force and effect, and will reduce the assessment on the subject property to \$350,000.00 of the 2019 and 2020 tax years; and

WHEREAS, the proposed settlement represents a decrease in the assessed value of the subject property of \$55,900.00 for the 2019 and 2020 tax years; and

WHEREAS, the total refund due the plaintiff as a result of the within settlement for the 2019 tax year will be approximately \$1,701.60; and the total refund due of the 2020 tax year will be approximately \$1,749.11; and

WHEREAS, the taxpayer, as part of the within settlement, will waive any pre-judgment interest due on any refunds; and

WHEREAS, the within settlement shall be effectuated by way of Stipulation of Settlement executed by counsel for the property owner and special counsel of the Town of Hackettstown, said Stipulation to be filed with the Clerk of the Tax Court and appropriate Judgments to be issued in accordance therewith; and

WHEREAS, the counsel for the Town of Hackettstown, being the governing body of said Town, has deemed it to be in the public interest approve said settlement; and it appearing that the settlement is fair and indicative of the true market value of said property.

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Hackettstown by its governing body as follows:

1. The Town Council hereby approves the proposed settlement in these matters as set forth above;
2. The law firm of McKirdy, Riskin, Olson & DellaPelle, P.C., as special counsel for the Town of Hackettstown, is hereby authorized to enter into such Stipulation of Settlement and execute on behalf of the Town all necessary instruments and furtherance thereof;
3. The Tax Collector and Treasure for the Town of Hackettstown are hereby authorized to issue the refund due the taxpayer in the within matter for 2019 and 2020 tax years.

Resolution

WHEREAS, there is presently pending before the Tax Court of the State of New Jersey, the matters intitled "Michael Xavier Laurano vs. Town of Hackettstown", which matters pertain to the appeals of the 2018, 2019 and 2020 tax year municipal property tax assessments for the property located at Block 40, Lot 2; and

WHEREAS a proposed settlement has been reached in this matter through the negotiations of special counsel for the Town of Hackettstown, McKirdy, Riskin, Olson & DellaPelle, P.C., and

counsel for the property owner, and the Tax Court of New Jersey having been advised of the facts of the proposed settlement, subject, however, to approval by this governing body; and

WHEREAS, the subject property had an original total assessment for the 2018, 2019 and 2020 tax years of \$296,300.00; and

WHEREAS, the proposed settlement will involve a withdrawal of the 2018 appeal, thereby allowing the original assessment of \$296,300.00 to remain in full force and effect, and will reduce the assessment on the subject property to \$275,000.00 of the 2019 and 2020 tax years; and

WHEREAS, the proposed settlement represents a decrease in the assessed value of the subject property of \$21,300.00 for the 2019 and 2020 tax years; and

WHEREAS, the total refund due the plaintiff as a result of the within settlement for the 2019 tax year will be approximately \$648.00; and the total refund due of the 2020 tax year will be approximately \$666.48; and

WHEREAS, the taxpayer, as part of the within settlement, will waive any pre-judgment interest due on any refunds; and

WHEREAS, the within settlement shall be effectuated by way of Stipulation of Settlement executed by counsel for the property owner and special counsel of the Town of Hackettstown, said Stipulation to be filed with the Clerk of the Tax Court and appropriate Judgments to be issued in accordance therewith; and

WHEREAS, the counsel for the Town of Hackettstown, being the governing body of said Town, has deemed it to be in the public interest approve said settlement; and it appearing that the settlement is fair and indicative of the true market value of said property.

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Hackettstown by its governing body as follows:

1. The Town Council hereby approves the proposed settlement in these matters as set forth above;
2. The law firm of McKirdy, Riskin, Olson & DellaPelle, P.C., as special counsel for the Town of Hackettstown, is hereby authorized to enter into such Stipulation of Settlement and execute on behalf of the Town all necessary instruments and furtherance thereof;
3. The Tax Collector and Treasure for the Town of Hackettstown are hereby authorized to issue the refund due the taxpayer in the within matter for 2019 and 2020 tax years.

Resolution

WHEREAS, there is presently pending before the Tax Court of the State of New Jersey, the matters intituled "302 West Valley View Ave LLC vs. Town of Hackettstown", which matters pertain to the appeals of the 2018, 2019 and 2020 tax year municipal property tax assessments for the property located at Block 40, Lot 4.01; and

WHEREAS a proposed settlement has been reached in this matter through the negotiations of special counsel for the Town of Hackettstown, McKirdy, Riskin, Olson & DellaPelle, P.C., and counsel for the property owner, and the Tax Court of New Jersey having been advised of the facts of the proposed settlement, subject, however, to approval by this governing body; and

WHEREAS, the subject property had an original total assessment for the 2018, 2019 and 2020 tax years of \$246,800.00; and

WHEREAS, the proposed settlement will involve a withdrawal of the 2018 appeal, thereby allowing the original assessment of \$246,800.00 to remain in full force and effect, and will reduce the assessment on the subject property to \$225,000.00 of the 2019 and 2020 tax years; and

WHEREAS, the proposed settlement represents a decrease in the assessed value of the subject property of \$21,800.00 for the 2019 and 2020 tax years; and

WHEREAS, the total refund due the plaintiff as a result of the within settlement for the 2019 tax year will be approximately \$663.59; and the total refund due of the 2020 tax year will be approximately \$682.12; and

WHEREAS, the taxpayer, as part of the within settlement, will waive any pre-judgment interest due on any refunds; and

WHEREAS, the within settlement shall be effectuated by way of Stipulation of Settlement executed by counsel for the property owner and special counsel of the Town of Hackettstown, said Stipulation to be filed with the Clerk of the Tax Court and appropriate Judgments to be issued in accordance therewith; and

WHEREAS, the counsel for the Town of Hackettstown, being the governing body of said Town, has deemed it to be in the public interest approve said settlement; and it appearing that the settlement is fair and indicative of the true market value of said property.

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Hackettstown by its governing body as follows:

1. The Town Council hereby approves the proposed settlement in these matters as set forth above;
2. The law firm of McKirdy, Riskin, Olson & DellaPelle, P.C., as special counsel for the Town of Hackettstown, is hereby authorized to enter into such Stipulation of Settlement and execute on behalf of the Town all necessary instruments and furtherance thereof;
3. The Tax Collector and Treasure for the Town of Hackettstown are hereby authorized to issue the refund due the taxpayer in the within matter for 2019 and 2020 tax years.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Sheldon and Tynan

Abstain – Lambo

Motion was made (Lambo) and seconded (Engelau) to adopt the following resolution:

Resolution

WHEREAS, there are stale dated checks outstanding in the Town of Hackettstown Municipal General Account; and

WHEREAS, every avenue has been extinguished to trace these checks.

NOW, THEREFORE BE IT RESOLVED, by the Council of the Town of Hackettstown that the following stale dated checks be cancelled and credited to the Town of Hackettstown Surplus;

Check #	Issue Date	Amount
2867	4/13/20	\$2.00
2868	4/13/20	\$1.00
2869	4/13/20	\$4.00

Roll Call Vote: Yes – Becker Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Engelau) to approve check register #2020-22 in the amount of \$1,795,474.68.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Sheldon) and seconded (Kunz) to amend the PILOT analysis contract with 4ward Planning, Inc. relative to the Moudro project.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Kunz) and seconded (Becker) to approve a three year contract for the Chief of Police.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Sheldon) and seconded (Lambo) to award the 2021 DPW supplies and services contracts: Spring and Fall Cleanup to Sanico, Garbage Services to Sanico, Oil Burner Service to TGM, Plumbing Service to TGM and Leaf Trucking to All Terrain.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Sheldon) and seconded (Engelau) to award the bid for tree trimming and stump removal for 2021 to Peterson and Sons Tree Services.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Sheldon) and seconded (Kunz) to hire Michael Ennis to the position of DPW Laborer at a rate of \$16.50 per hour effective December 14, 2020.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Sheldon) and seconded (Lambo) to approve raffle license #1237 for Project Graduation of Hackettstown, Inc. to hold an off premise raffle.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Tynan) and seconded (Lambo) to approve the special event license application for the Hackettstown Business Improvement District to hold a Candy Cane Lane on December 12, 2020, to waive the \$50.00 application fee and to charge Town costs in the amount of \$600.00.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Motion was made (Sheldon) and seconded (Becker) to approve an interlocal service agreement with the HMUA for road resurfacing.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

Mayor DiMaio asked if anyone from the public would like to speak at this time.

James Bragg, 409 Grand Avenue, requested that his name be noted in the meeting as attending.

Motion was made (Sheldon) and seconded (Kunz) to adjourn this meeting at 7:25 PM.

Roll Call Vote: Yes – Becker, Engelau, Kunz, Lambo, Sheldon and Tynan

This is to certify that the ordinances and resolutions contained herein have been

This is to certify that all proper notices, postings and filings required by the Open

approved by me in accordance
with law.

Gerald DiMaio, Jr., Mayor

Public Meetings Act (Chapter
231, P.L. 1975) were provided
for this meeting.

William Kuster, Jr., Town Clerk



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WWW.HACKETTSTOWN.NET

MAYOR

Maria DiGiovanni

MEMBERS OF COUNCIL

Gerald DiMaio, Jr.

Matthew Engela

Robert Hinrichs

Leonard Kunz

Scott Sheldon

Eric Tynan

TOWN CLERK/ ADMINISTRATOR

William W. Kuster, Jr.
RMC/CMC/CMR

CHIEF FINANCIAL OFFICER

Danette Dyer
CMFO/QPA

MUNICIPAL ASSESSOR

Jason Cohen
CTA

TAX COLLECTOR

Patricia Noll
CTC

CONSTRUCTION OFFICIAL

Richard O'Connor

ZONING OFFICIAL

David Diehl

RESOLUTION

TOWN OF HACKETTSTOWN, COUNTY OF WARREN, STATE OF NEW JERSEY

WHEREAS, pursuant to N.J.S.A. 40:5-17.1 promulgated by the New Jersey State Legislature, all unpaid real estate property taxes and special charges or credits for 2020 of less than \$10.00 are to be canceled of record.

NOW, THEREFORE, BE IT RESOLVED on this 28th day of December, 2020 by the Mayor and Common Council of the Town of Hackettstown that the Tax Collector is hereby authorized and empowered, pursuant to N.J.S.A. 40:5-17.1 to cancel and remove from the tax duplicate records all unpaid real estate property taxes and special charges for 2020 of less than \$10.00.

It is hereby certified that this is a true and accurate copy of a resolution adopted by the Mayor and Common Council of the Town of Hackettstown at a meeting held on December 28, 2020 at the Municipal Building, 215 Stiger Street, Hackettstown, New Jersey.

Witness my hand and the Seal of the Town of Hackettstown.

WILLIAM W. KUSTER, JR.
Town Clerk/Administrator





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MAYOR
Maria DiGiovanni

MEMBERS OF COUNCIL
Gerald DiMaio, Jr.
Matthew Engelauf
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Patricia Noll
CTC

**CONSTRUCTION
OFFICIAL**
Richard O'Connor

ZONING OFFICIAL
David Diehl

RESOLUTION AUTHORIZING THE TOWN OF HACKETTSTOWN THROUGH THE HACKETTSTOWN POLICE DEPARTMENT TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM TO ENABLE THE HACKETTSTOWN POLICE DEPARTMENT TO REQUEST AND ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT

WHEREAS, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county and State law enforcement agencies (LEAs); and

WHEREAS, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

WHEREAS, participation in the 1033 Program allows municipal and county LEAs to obtain property they might not otherwise be able to afford in order to enhance community preparedness, response and resiliency; and

WHEREAS, although property is provided through the 1033 Program at no cost to municipal and county LEAs, these entities are responsible for the costs associated with delivery, maintenance, fueling and upkeep of the property, and for specialized training on the operation of any acquired property; and

WHEREAS, N.J.S.A 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Town of Hackettstown that the Hackettstown Police Department is hereby authorized to enroll in the 1033 program for no more than an one-year period, with authorization to participate terminating on December 31 of the current calendar year from January 1, 2021 to December 31, 2021.

NOW THEREFORE BE IT FURTHER RESOLVED that the Hackettstown Police Department is hereby authorized to acquire items of non-controlled property designated "DEMIL A" which may include office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which it is resolution authorizes, based on the needs of the Hackettstown Police Department without restriction.

Jerry DiMaio, Jr.
Mayor

Roll Call: Yes:
No:
Abstain:



**SHARED SERVICES AGREEMENT BETWEEN
THE TOWNSHIP OF WASHINGTON, COUNTY OF MORRIS,
AND TOWN OF HACKETTSTOWN, WARREN COUNTY
FOR THE TOWNSHIP OF WASHINGTON TO PROVIDE
ANIMAL CONTROL OFFICER SERVICES
AND MUNICIPAL HUMANE LAW ENFORCEMENT OFFICER SERVICES
TO AND FOR TOWN OF HACKETTSTOWN**

THIS AGREEMENT, made this 29th day of December 2020, by and between:

**THE TOWNSHIP OF WASHINGTON, MORRIS
COUNTY**, a municipal corporation of the State of New Jersey,
with offices at the Municipal Building, 43 Schooley's Mountain
Road, Long Valley, New Jersey 07856

(Hereinafter, "Provider")

and:

THE TOWN OF HACKETTSTOWN, WARREN COUNTY,
a municipal corporation of the State of New Jersey, with offices
at 215 w. Stiger Street, Hackettstown, NJ 07840

(Hereinafter, "Recipient")

WHEREAS, it is deemed to be in the best interests of the residents of the Provider and Recipient to enter into a contract pursuant to N.J.S.A. 40A-65-1 *et seq.* (the "Uniform Shared Services and Consolidation Act") to enable Provider to provide Animal Control Officer Services and Municipal Humane Law Enforcement Officer services to MUNICIPALITY.

NOW, THEREFORE, Provider and Recipient, in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall commence as of the first day of January 1, 2021 and shall continue for a term of one (1) year until December 31, 2021, unless terminated sooner pursuant to Section 8 below. The parties may agree in writing to renew this Agreement at the expiration of its initial term. The terms of the Agreement may be renegotiated for the renewal term. Services for subsequent years must be negotiated and a new agreement signed prior to December 31, 2021. Recipient must provide notice to the Provider of intent to renew by October 1, 2021.

2. SCOPE OF SERVICES

2.1 DESIGNATED AS GENERAL AGENT

The Provider is hereby designated the agent of the Recipient to furnish the Recipient with Animal Control Services.

2.2 RESPONSIBILITY

The Animal Control Officer (ACO) and ACO staff shall remain the sole employees of Provider and Provider shall be responsible for the administration and payment of the salary and benefits and for the supervision of the Animal Control Officer (ACO) and ACO staff.

Impounding, boarding and veterinarian expenses shall be the responsibility of the animal's owner in the first instance; but, if not paid by the owner, will be the responsibility of Recipient. Any animal apprehended during an emergency, in which the owner has not been identified, will be transported to a veterinarian facility of Recipient's choice and any applicable fees including but not limited to: impoundment, trap-neuter-release, euthanasia, shall be borne by the municipality in which the animal was apprehended.

Provider and Recipient shall both keep and maintain accurate records of each licensed and unlicensed animal impounded or sheltered and such records shall show in detail the time, place, and circumstance under which each animal came into the possession, custody or control of Provider and the disposition of all such animals. Such records shall, at all times, be available and open for inspection by the officers and agents of Provider and Recipient. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles relating to same.

The parties agree that Provider will resolve any citizen inquiries or complaints regarding the services provided to Provider and Recipient will resolve any citizen inquiries or complaints regarding services provided to Recipient.

2.3 SUPERVISION AND DIRECTION OF STAFF

- A. The ACO, furnished by the Provider, shall be responsible for the day-to-day operation and supervision of activities of animal control staff.
- B. Any support staff furnished by the Provider, shall, where necessary, be properly licensed by the State as ACOs.
- C. During a criminal investigation, the ACO shall be under the direct supervision of the Chief of Police from Recipient or their designee.

2.4 DESIGNATION AS OFFICIALS

The ACO and staff hired by Provider shall be designated by the parties to this Agreement by Resolution as the Animal Control Staff of their respective municipalities.

3. ACTIVITIES

3.1 ANIMAL SHELTER FACILITIES

All animals picked up by the ACO and staff shall be transported to the appropriate rehabilitation or shelter facility. All animals shall be held at this facility for the periods mandated by New Jersey law where applicable. At the end of this time, ownership and responsibility for final disposition of these animals shall reside with the shelter. At the shelter's discretion, disposition options shall include adoption,

release to rescue groups, or euthanasia. At all times, the shelter shall be maintained and operated under such standards as are set by State law where applicable.

3.2 SERVICES TO BE PERFORMED

The ACO or his/her staff shall provide to Recipient, in as responsive a manner as possible, the following:

A. To provide animal control management, including investigation, apprehension and transportation of lost, stray, injured or nuisance live domestic (including livestock) and feral animals to veterinarian facility and/or shelter and protecting the general welfare of residents and animals. The ACO staff's duties and responsibilities shall include responding to calls and complaints concerning lost, stray, injured or nuisance domestic animals, *suspected rabid* wild or domestic animals, and vicious dogs and capture and take them to a designated impound facility. Removal and proper disposal of dead wild animals in road right-of-way can be provided at request of Recipient official or police officer for additional cost.

B. To respond during normal working hours (9:00 a.m. to 5:00 p.m. Monday through Friday) to routine and non-routine problems, questions or issues of animal control, reported by the public or Recipient.

C. To respond to animal control emergencies outside of normal work hours, seven (7) days per week, twenty-four (24) hours per day including, but not limited to, direct threats to the health and safety of the public by wild and domesticated animals or livestock, and/or time-critical welfare issues. Removal and proper disposal of dead domesticated animals will not be provided outside of normal work hours.

D. Investigation and supervision of quarantine cases resulting from animal/human or animal/animal bite occurrences. Appropriate quarantine reports shall be completed by the ACO and delivered to the Recipient's Health Department upon the completion of the quarantine period. Should the ACO deem it necessary to quarantine said dog or cat off the premises of the owner, said owner shall be solely responsible for such care and maintenance costs as may be prescribed by law.

E. In those cases where the ACO shall deem it necessary to send specimens to Trenton for rabies examination, the ACO shall arrange for the preparation and transport of same. Any costs incurred for this procedure shall be the responsibility of Recipient or the owner as provided for in the Municipal Code of Recipient.

F. In those cases where the ACO shall deem it necessary, the ACO shall be responsible for the issuance of summonses for animal-related violations of state statutes and the local ordinances of the parties to this Agreement and shall be available to testify in court in support of said summons. Court attendance for the ACO shall be provided at an hourly rate.

G. In those cases where the ACO shall deem it appropriate, the ACO shall be responsible for providing or arranging for euthanasia. This shall be done in as humane a manner as is possible under current acceptable methodology, and shall be done in accordance with all State and federal laws.

H. In those cases where the ACO shall deem it appropriate, the ACO shall be responsible for chemical immobilization of animals. This shall be done in as humane a manner as is possible under current acceptable methodology, and shall be done in accordance with all State and federal laws.

I. The ACO shall attend at least one (1) governing body meeting per calendar year upon request by the Recipient.

J. The ACO will be available to organize and/or assist the parties to this Agreement at their respective annual Rabies Clinics. The ACO's time shall be compensated by the Provider; any and all other costs including, but not limited to, vaccines, veterinary support, publicity, etc. shall be the responsibility of the Recipient.

K. The ACO may oversee the Animal Canvass as required per N.J.S.A. 4:19-15.15 to the extent necessary that the canvass be deemed complete upon request of the Recipient. The ACO's time shall be compensated by the Provider; any and all other costs including, but not limited to notices, materials, postage, publicity, etc., shall be the responsibility of the Recipient.

L. Subsequent to and in conjunction with the Animal Canvass, the ACO will, in a diligent and workmanlike manner, assist the parties to this Agreement with enforcement of licensing requirements, including issuing notices of violation and summonses if necessary.

M. All office supplies, communication devices, equipment, vehicles, and other administrative items required by the ACO in the course of his or her duties shall be provided by the Provider.

N. The ACO will be responsible to coordinate Recipient's Trap/Neuter/Release program at their request in conjunction with authorized Trap/Neuter/Release rescue organizations. The ACO's time shall be compensated by Provider; any and all other costs including, but not limited to materials, postage, publicity, etc., shall be the responsibility of the Recipient.

3.3 PLACE OF OPERATION

Provider will provide sufficient space, a telephone, a computer with internet and e-mail access and necessary office supplies for use by the ACO staff at the Provider's municipal offices.

4. ENFORCEMENT ACTIONS

Recipient shall be solely responsible for the cost of enforcement activities, including, but not limited to, legal actions and collection of any fines and/or penalties assessed as a result of a legal action for violations that occurred within the municipality. The Provider shall be responsible only for ensuring that the ACO and/or other department personnel are available to testify and for providing documentation substantiating any investigation undertaken and the results thereof.

5. FUNDING

5.1 COMPENSATION PAYABLE TO WASHINGTON TOWNSHIP

In consideration of this service, Recipient shall pay to the Provider TEN THOUSAND DOLLARS (\$10,000.00) PER ANNUM, pro-rated based on start date.

5.2 QUARTERLY PAYMENTS BY RECIPIENT TO PROVIDER

A. Recipient shall provide sufficient funds in their budgets to cover contract costs.

B. The quarterly payments shall be made as follows:

January 31st - \$2500.00

April 30th - \$2500.00

July 31st - \$2500.00

October 31st - \$2500.00

Thirty (30) days prior to the payment date, the Provider will forward an invoice to Recipient requesting payment.

5.3 Removal and proper disposal of dead wild animals can be provided at request of Recipient official or police officer at a rate of \$100 per call-out for removal.

5.4 Court appearances shall be paid at the rate of \$60 per hour.

6. GENERAL COOPERATION AND INTENT

It is the intention of the parties that the Animal Control activities within and on behalf of Recipient shall be performed by the ACO and/or staff of the Provider according to the same general standards of performance, procedure and recordkeeping as performed for the Provider. The Recipient agrees that its employees and contractors will cooperate with the duly authorized representative of the Provider to facilitate by the parties to this Agreement to perform the services listed in Section 3.2 above.

7. APPLICABLE LAW

Each party shall comply with all applicable laws, including but not limited to those pertaining to the provision of Animal Control services and the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

8. TERMINATION EVENTS

In the event that either party seeks to terminate this Agreement, said party shall provide at least sixty (60) days' written notice in advance of the date of termination.

9. INDEMNIFICATION

The Recipient shall not be held liable for any negligent, reckless or intentional acts or omissions of the Provider and the Provider shall indemnify, defend and hold Recipient harmless from all losses, injuries or damage caused by the negligent, reckless or intentional acts or omissions of the Provider or any of its respective employees or independent contractors in rendering Animal Control services including any allegations against Recipient arising out of the provision of Animal Control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against Recipient incident to such neglect, reckless or intentional acts or omissions. In the event that the validity of this Agreement is challenged by a resident or employee of Recipient, Recipient will defend the Agreement and Recipient and the Provider will share the costs of that defense evenly.

10. INSURANCE AND INDEMNIFICATION

(a) The Provider shall be responsible for liability insurance, workers' compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, any and all other expenses related to employee compensation or benefits; and the training, hiring, firing and discipline of animal control personnel and staff, including all incidental expenses and costs that accompany same.

(b) The Recipient shall not be liable for any negligent, reckless or intentional acts or omissions of Provider and Provider shall indemnify, defend and hold Recipient harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of Provider or any of its employees in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

(c) Provider will cause Recipient to be named as an additional insured on its general liability policy on a primary, non-contributory basis. It is recognized and understood that both Provider and Recipient participate in a joint insurance fund (JIF). Provider and Recipient shall each name the other as an additional insured on its general liability insurance policy. Provider will provide proof of automobile liability and workers' compensation policies.

11. ADMINISTRATIVE AND LEGAL SUPERVISION

To the extent that is appropriate to matters pertaining to the parties to this Agreement, Provider's personnel shall receive subject matter and specific information from Recipient. In addition, the Municipal Attorneys of Recipient shall provide legal advice, guidance and representation to Provider personnel on specific matters pertaining to Recipient. It is expressly understood, however, that matters of discipline, compensation, attendance and related items remain under the sole control of the Provider in regard to all persons serving under this Agreement who shall remain as employees of the Provider.

12. CHOICE OF LAW AND DISPUTE RESOLUTION

Any dispute arising under this Agreement shall be resolved in accordance with the terms below:

(a) All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted.

(b) Prior to litigation, the Provider and Recipient shall endeavor to settle disputes by mediation in accordance with the current mediation rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association.

(c) Nothing herein shall be construed to prevent the Provider and Recipient from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation. Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. REMEDIES

In the event either party defaults in the performance of any of its obligations under this Agreement, other than under the terms of Section 8, the non-defaulting party shall be entitled to all remedies available at law or equity. The non-defaulting party shall also be entitled to receive from the defaulting party costs and expenses, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate this Agreement. In the event of termination by either party, the Provider shall provide Recipient with Animal Control services for an additional period of thirty (30) days and the parties to this Agreement shall pay for those services under the terms of this agreement. In addition, following termination of service, the non-defaulting party shall be entitled to payment equal to the one (1) month period which the parties acknowledge is the reasonable estimate of damages that would be suffered by the non-defaulting party as a result of a default.

14. OTHER CONTRACTS

The parties recognize that this is not an exclusive agreement and that the Provider shall be permitted to enter into similar agreements with other municipalities to provide the same services as specified herein.

15. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT

In cases where the terms and conditions of this Agreement are in conflict with the Local Ordinances of Recipient, Recipient shall amend their Ordinances to eliminate any such inconsistency.

16. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

17. SEVERABILITY

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

18. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or condition at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first above written.

ATTEST:

TOWNSHIP OF WASHINGTON

Nina DiGregorio, Township Clerk

Matthew T. Murello, Mayor

ATTEST:

RECIPIENT

William W. Kuster, Jr. Town Clerk/Adm.

Gerald DiMaio, Jr., Mayor