



TOWNSHIP OF WALL
EXECUTIVE MEETING AGENDA
MAY 10, 2023

6:00 P.M.
CONFERENCE ROOM A

This agenda reflects to the extent known at the time of the posting, pursuant to N.J.S.A. 10:4-8(d). The agenda is tentative and is subject to amendment, additions or deletions prior to the meeting.

Agenda Review:

1. Salute to the Flag and a Moment of Silence
2. Sunshine Statement

In compliance with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate notice of this meeting has been provided in the following manner: the annual notice was forwarded to the official Township newspapers and was posted in the Wall Township Municipal Building. All notices are on file with the Township Clerk.

3. **Roll Call**
4. **Resolution No. 23-0501** - Authorization to discuss matters in private session:
 - o Potential litigation**Motion - Second – Roll Call Vote**

MAIN MEETING ROOM

Public Business Portion:

5. Introduction of **ORDINANCE NO. 6-2023** AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WALL, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY ESTABLISHING CHAPTER 149, TRANSIENT SPACE RENTAL LICENSES

Re: Transient Space Rental Licenses

Motion that **ORDINANCE NO. 6-2023** be adopted as to its first reading and advertised for second reading and public hearing on **June 14, 2023**, at 7:00 pm. pursuant to law.

Motion - Second - Roll-Call Vote

6. Second reading and public hearing of **ORDINANCE NO. 5-2023** AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WALL, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 218 OF THE TOWNSHIP CODE REGARDING MOTORIZED VEHICLES

Re: Motorized Vehicles

The Mayor asks the public if they wish to make comments on the above referenced Ordinance prior to its adoption

Upon completion of the public hearing followed by public comment, if any, **the Mayor asks for a motion** to be made and to close the public hearing and to adopt the ordinance as to its second and final reading and advertise it pursuant to law

Motion - Second - Roll-Call Vote

7. **Consent Agenda**

All items listed on the "Consent Agenda" are considered routine by the Township and will be adopted or approved collectively by a single motion and roll-call vote of a majority of the Township Committee. All items are available for public inspection at this meeting and in the office of the Township Clerk. There will be no separate discussion of these items. If discussion is desired on any item, it will be considered separately. The Mayor asks if any member of the Township Committee wishes to consider any item separately. If not, he/she requests a motion to approve the items listed.

Approval of Minutes:

- o 4/12/2023

Resolution No. 23-0502 - Approval of vouchers for April 27, 2023, through May 10, 2023, in the amount of \$8,378,260.73

Resolution No. 23-0503 - Authorization to enter into a Cooperative Pricing Agreement with the Cranford Police Cooperative Pricing System

Resolution No. 23-0504 -Authorization to amend Resolution No. 23-0109 - Appointment of Township Physician

Resolution No. 23-0505 - Authorization to execute a settlement agreement in the matter of Ridge Road Pit LLC and Daniel Culnen, individually and Wall Township

Resolution No. 23-0506 - Authorization to execute a contract with Mall Chevrolet for the purchase of four (4) Chevy Tahoe Pursuits through the Educational Services Commission of NJ #20/21-09 at a price not to exceed \$202,517.80

Resolution No. 23-0507 - Authorization to execute a contract with Hertrich Fleet Services, Inc. for the purchase of a 2023 Police Dodge Charger through the Cranford Police Cooperative Purchasing Program at a price not to exceed \$36,154.00

Resolution No. 23-0508- Authorization to approve certain personnel matter(s):

NAME	DEPARTMENT/POSITION	SALARY	EFFECTIVE DATE
Shane Spennato	Summer Seasonal/ DPW	\$14.13/ hour	5/11/2023
John Fox	Police/ Full-Time EMT	\$52,000.00	5/11/2023
Joanne Bormida	Recreation/Head Counselor II – Year 4	\$16.18/hour	5/15/2023
Pamela Phillips	Recreation/Head Counselor II – Year 4	\$16.18/hour	5/15/2023
Kyle Rotante	Recreation/Head Counselor II – Year 1	\$15.43/hour	5/15/2023
Isabella Tancorra	Recreation/Head Counselor I – Year 2	\$14.43/hour	5/15/2023
Louis Cabezas	Recreation/Head Counselor I – Year 1	\$14.18/hour	5/15/2023
Christina Fluhr	Recreation/Head Counselor I – Year 1	\$14.18/hour	5/15/2023
Taylor Suckey	Recreation/Head Counselor I – Year 1	\$14.18/hour	5/15/2023
Robert Minall	Recreation/Counselor – Year 3	\$13.43/hour	5/15/2023
Caitlin McBarron	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Ashlynn Wells	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Abigail Evans	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Alexander Garofalo	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Ella While	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Christian Girardy	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Rebecca Girardy	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Abigail Kingman	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Matthew Meechan	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Christian Suckey	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Lillian Pennington	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Gregory Desserich	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Lauren Tremblay	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Brianna Gant	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Jacob DeBrito	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Ryan Leming	Summer Intern/DPW	\$14.13/ hour	5/25/2023
Jack Wolter	Summer Intern/Police	\$14.13/ hour	5/22/2023

Resolution No. 23-0509 - Authorization to renew the shared services with the Borough of Spring Lake Heights for joint municipal court

End of Consent Agenda:

Motion - Second - Roll Call Vote

8. **Committee Reports:**

A. **Committeeman Clayton: Administration, Finance, Personnel, Board of Education, Economic Development**

a. Committee Chair’s Report:

- b. Items for Discussion:
 - i. Authorization to approve of items of revenue and appropriation N.J.S.A. 40A:4-87 - Monmouth County Open Space Grant Program
 - ii. Authorization to cancel utility capital improvement authorization balances of completed projects

B. Committeeman Becht: Public Safety, Municipal Court, Board of Health

- a. Committee Chair's Report:
- b. Items for Discussion:

C. Committeeman Orender: Public Works, Veteran Service's

- a. Committee Chair's Report:
- b. Items for Discussion:
 - i. Authorization to execute a contract with Detcon Corp. for the purchase of 624- 96 Gallon Toter Carts through Sourcewell Cooperative Purchasing Program #-41521-TOT at a price not to exceed \$48,160.32
 - ii. Authorization to execute a contract with Bergey Truck Centers for the purchase of parts and the repair of truck 437 through contract with MACK as sole supplier at a price not to exceed \$23,943.59
 - iii. Authorization to execute an agreement with T Slack Environmental Services for the removal/ replacement piping sump and manhole at the Department of Public Works through State Contract #A42266 at a price no to exceed \$16,933.75

D Deputy Mayor Mangan: Recreation, Monmouth County Library, Wall Community Alliance, Senior Citizen Advisory, Women's Leadership

- a. Committee Chair's Report:
- b. Items for Discussion:

E. Mayor Farrell: Department of Land Use and Development, West Belmar Gateway, InfoAge, Environmental Advisory Committee

- a. Committee Chair's Report:
- b. Items for Discussion:
 - i. Authorization for a Performance Bond Reduction for Phases I, II & III for American Properties at Wall - Block 912 Lot 4.02 – 1306 Highway 34
 - ii. Authorization to execute and submit the New Jersey Department of Environmental Protection (NJDEP) Stormwater Grant for Tier A Municipalities in the amount of \$25,000.00 for the preparation of required stormwater mapping

9. **Public Comment:** Opportunity for anyone to comment with a limit of five (5) minutes per speaker
 The public comment portion of our meeting is to allow the public to bring to the Committee's attention their concerns or comments. In accordance with N.J.S.A. 10: 4-12(a), the Committee asks the public to limit their comments to five minutes or less. The Committee will respect the public's time by refraining any comment until the speaker has finished with their allotted time. It should be further noted that the public comment portion of our meeting is not structured as a question-and-answer session. If a member of the public has questions, they seek answers to, an appointment can be made with the Township Administrator's office during regular business hours. The attorney will regulate the time during the comment portion of our meeting.

10. **Close Public Comment**
 Motion – Second - Roll Call Vote

11. **Closing Comments from the Township Committee:**

12. **Resolution No. 23-0510** - Authorization to discuss matters in private session:
 o Potential litigation
Motion - Second – Roll Call Vote

13. **Return to Public Session and a Motion to Adjourn**
 Motion - Second - Voice Vote - All in Favor

TOWNSHIP OF WALL

ORDINANCE NO. 6-2023

AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WALL, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY ESTABLISHING CHAPTER 149 OF THE WALL TOWNSHIP CODE ENTITLED “LICENSING OF SPACE FOR ACCOMMODATION OF TRANSIENT GUESTS”

WHEREAS, the Township seeks to preserve its unique sense of community of Wall Township which it derives from its residents’ participation in civil affairs, local government, events, and educational endeavors; and,

WHEREAS, one of the Township’s primary housing goals include preserving the quality and character of all its neighborhoods; and,

WHEREAS, the Township also desires to maintain quality of life and welfare of the community in the Township and reduce and/or eliminate public nuisances, life safety concerns, disorderly behavior, quality of the neighborhoods, security concerns, fire safety concerns, additional noise, waste and other negative impacts associated with short-term rentals or transient space rentals; and,

WHEREAS, short-term rentals or transient space rentals, generally defined as stays of less than forty-five (45) days of dwelling units, individual dwelling units, and building, structures and uses accessory to dwelling units has seen a proliferation as a result of internet-based home-sharing platforms; and,

WHEREAS, the Township’s experience, as well as common experiences, provides that short-term rentals or transient space rentals frequently result in public nuisance, noise complaints, sanitation issues, overcrowding and illegal parking within the residential neighborhoods of the Township, and in some instances convert residential dwelling units into illegal de-facto hotels, motels, boarding houses and other commercial enterprises in violation of the Township’s Zoning and other Codes as well as state statutes; and,

WHEREAS, generally, transient guests have little interest in maintaining the welfare and character of a community and lead to many problems in the community including, but not limited to, overcrowding, excessive noise, unruly behavior, littering, parking of vehicles on lawns, public urination, sanitation issues, poor maintenance of the property and grounds, and violation of trash collection and/or sanitation ordinances in the Township; and,

WHEREAS, the Wall Township Committee desires to establish Chapter 149 to license space for accommodation of transient guests to reflect the increased usage of short-term rentals and create regulations necessary for the preservation of safety, quality and character of its neighborhoods and overall general welfare of the Township and its citizens; and,

NOW, BE IT ORDAINED by the Township Committee of the Township of Wall, in the County of Monmouth, in the State of New Jersey, that Ordinance No. 6-2023 entitled “Transient Space Rental Licenses,” of the Code of the Township of Wall, is hereby established and adopted as follows:

Chapter 149. Licensing of Space for Accommodation of Transient Guests

Article I. Transient Space Rental Licenses.

§ 149-1. Definitions.

“Multiple dwelling” means a multiple dwelling subject to the requirements of the “Hotel and Multiple Dwelling Law,” P.L. 1967, c. 76 (C.55:13A-1 et seq.)

“Registered host” means an owner of a residential unit registered pursuant to (§149) to lease a residential unit and to offer the unit or space for accommodation to the public as a business activity through the placement of an advertisement, or the listing of the space for accommodation, with a transient space marketplace. Lessees may not sub lease a residential unit.

“Transient guest” means a person who, for consideration uses, possesses, or has the right to use or possess any residential unit for a period of 45 consecutive days or more under a lease, concession, permit, right of access, license to use, or other agreement, where the owner of said property is not residing on premises. Transient guests must be 21 years old at a minimum. Rentals shall be a minimum of 45 days. Rentals less than 45 days will be considered a violation of this ordinance.

“Transient space marketplace” means a digital platform through which persons offering space for accommodation to transient guests may offer the residential unit in exchange for monetary or other compensation. A “transient space marketplace” allows a person offering a residential unit to advertise or list the residential unit through a hosted internet website and provides a means for a transient guest to arrange for the use of the unit in exchange for monetary or other consideration.

§149-2. License required.

No Owner shall offer a residential unit through a transient space marketplace for a period of 45 consecutive days or more, unless the owner becomes licensed as a registered host.

If a registered host owns a multiple dwelling which is a legal non-conforming dwelling the host may only register a single residential unit within the building. For single family dwellings as defined in the Land Use Ordinance 140-17 only the whole dwelling unit may be rented out and separate areas within the building shall not be rented out.

§ 149-3. Application for license.

Any person desiring to obtain a license or renewal license as a registered host to lease a residential unit shall yearly make application therefor to the Township Clerk (no later than 20 business days prior to the tenant taking occupancy) on forms prescribed by the Township Clerk and signed by the owner of the premises or the owner’s authorized agent. Person’s applying for renewal license shall be authorized to continue operating as a registered host unless their license is not renewed as a result of the application process or as a result of violations pursuant to §149-11 or other violations of the requirements enumerated in the ordinance. The Township may revoke a license at any time if the registered host is found to be non-compliant with the requirements of licensure. Applications for licenses shall not be deemed complete by the Township Clerk unless the applicant:

- (1.) Fully completes the form required by the Township Clerk for such applications, which shall include at a minimum, the following information:
 - (a.) The street address and the block and lot number of the premises.
 - (b.) The names, addresses, emails address, signatures and telephone numbers of all owners or their legal representative(s) of the premises.
- (2.) Submits the appropriate fees prescribed by Section 149-4.
- (3.) Provides proof of payment of property taxes, assessments against the property and municipal water and sewer charges pursuant to N.J.S.A. §40:52-1.2.
- (4.) Provide a written consent accompanying the forms required by the Township Clerk that contains the following:
 - (a.) Any previous revocation or suspension and the reasons therefor.
 - (b.) Attestation that applicant is not violating any zoning regulations of the Township. If the application is for a multifamily dwelling, applicant shall obtain proof from the Land Use Office that the dwelling is legally nonconforming.

- (c.) Where applicable, if the applicant does not reside or have its principal business office in the Township, the name and address of the agent of the applicant, who is authorized to accept service of process, summonses, any notices or orders in connection with the issuance of and operation under any licenses issued under this Section on behalf of the applicant, and to comply with same on behalf of the applicant.
 - (d.) Acknowledgement that no more than two (2) Transient Guests may occupy a Residential unit bedroom at any one time.
 - (e.) Written approval from the Bureau of Fire Prevention in accordance with §149-7. Fire Prevention.
- (5.) If requested by the Township, the application must include a floor plan of the dwelling unit proposed to be licensed, in a form satisfactory to the Township, accurately depicting the locations of the bedrooms, kitchen, bathrooms and other rooms in the dwelling unit, and all routes of ingress and egress: provided, however, that nothing contained herein shall be construed to require that the floor plan be prepared by an architect or other licensed professional.

All information and documentation required to be provided pursuant to this section shall be deemed material. Any person who knowingly mistakes any fact therein shall be subject to criminal prosecution. Any license that is issued on the basis of false information or documentation shall be subject to revocation.

§149-4. License fee.

Designation as a registered host shall be for a duration of no more than a (1) year with an expiration of March 31st. Persons applying for renewal license shall be authorized to continue operating as a registered host unless their license is not renewed as a result of findings of the application process or as a result of violations pursuant to §149-11 or other violation of the requirements enumerated in the ordinance. The fee for such a designation shall be \$200.00 per year.

§149-5. Issuance of license.

Upon receipt of the application, fees, and other applicable forms, the Township Clerk shall issue a license provided that same conforms to the provisions of this article.

§149-6. Liability insurance.

The registered host shall maintain property liability insurance in an amount of no less than \$500,000.00. or demonstrate that a transient space marketplace maintains liability coverage in an equal or higher amount.

§149-7 Fire prevention.

Every 30 days, the registered host shall schedule a Fire Inspection with the Wall Township Bureau of Fire Prevention. Registered hosts must demonstrate that the residential unit is equipped with a fire extinguisher, carbon monoxide detector and smoke detector pursuant to Wall Township Municipal Code Chapter 113. The fee associated with this inspection shall be \$75.00. The request for inspection must be made more than five (5) days before the date required for inspection.

§149-8. Expiration of license.

All licenses issued pursuant to this article shall expire on March 31st.

§149-9. Not to supersede certain agreements or restrictions.

The registration of a registered host's primary residence shall not supersede any homeowner's association by-laws, covenants, conditions and restrictions, or any other agreement, law, or regulation that prohibits the leasing or use of the residential unit as a space for accommodation.

§149-10. Violations

Where the application for licensure misrepresents or omits information required by the Township Clerk pursuant to this ordinance, the license may be revoked or denied. A person offering a residential unit on a transient space marketplace, who has not become a registered host pursuant to this section, or whose license has been revoked or non-renewed, shall be subject to penalty for violating the Wall Township Municipal Code. The amount of penalty shall not exceed \$2000 (Two Thousand dollars) for each day of violation.

§149-11. Revocation of license.

If during the duration of any single licensing period, two (2) complaints, on separate occasions, of disorderly, noise, indecent behavior, criminal conviction, tumultuous, or riotous conduct upon, in or in proximity to any transient rental premises, and attributable to the acts or incitements of any of the tenants, or their guests, of those premises, have been substantiated by prosecution and conviction in any court of competent jurisdiction, the Township Code Enforcement Officer shall revoke the registered host’s license for one calendar year (12months) from the date of the 2nd conviction. A violation or conviction pursuant to §149-10 shall constitute a violation which shall be counted by the Township Code Enforcement Officer under this section.

§149-12. Refusal to grant, renew license; appeal.

Upon determination by the Township Clerk to refuse the granting or renewal of a license, or to revoke a license, the license or individual affected shall be entitled to appeal the decision to the Mayor and Township Committee.

This Ordinance shall take effect upon publication thereof after final passage according to law and approval by the State of New Jersey.

Introduced: May 10, 2023

Adopted:

Attest: _____
Roberta Lang, RMC
Township Clerk

Approve: _____
Timothy Farrell
Mayor

SUMMARY AND NOTICE

TOWNSHIP OF WALL

ORDINANCE NO. 6-2023

AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WALL, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY ESTABLISHING THE LICENSING OF SPACE FOR ACCOMMODATION OF TRANSIENT GUESTS

Adoption of this ordinance will establish Chapter 149, regarding space for the accommodation of transient guests

Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading by the Township Committee of the Township of Wall on **May 10, 2023**, and will further be considered for final passage and adoption at the Wall Township Municipal Building, 2700 Allaire Road, Wall, New Jersey, on **June 14, 2023** at 7:00 p.m., or as soon thereafter as the matter can be reached on the agenda, at which time and place all persons interested therein shall be given an opportunity to be heard, and during the week prior to and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's Office in the Township of Wall, Town Hall, to the members of the general public who shall request the same or may be viewed on our website at www.wallnj.com.

**Roberta M. Lang, R.M.C.
Municipal Clerk**

TOWNSHIP OF WALL

ORDINANCE NO. 5-2023

AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WALL, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 218 OF THE TOWNSHIP CODE REGARDING MOTORIZED VEHICLES

WHEREAS, the Township of Wall, through adoption of Wall Municipal Code Chapter 218 codifies the rules and regulations related to Township of Wall's prohibition of motorized vehicles in certain areas; and,

WHEREAS, the Wall Township Committee desires to amend and supplement Chapter 218 to update the existing language to regulate the use of motorized vehicles within the Township to reflect the increased usage of motorized bicycles; and,

WHEREAS, all additions are shown in ***bold italics with underlines***. The deletions are shown as ~~***strikeovers in bold italics***~~. Sections of Chapter 218 that will remain unchanged are shown in normal type.

NOW, BE IT ORDAINED by the Township Committee of the Township of Wall, in the County of Monmouth, in the State of New Jersey, as follows:

Chapter 218 Vehicles, Motorized

§ 218-1 Operation in certain areas prohibited.

It shall be unlawful for any person to operate any motorized vehicle, including automobiles, motorcycles, minibikes or any other motor vehicle upon any public property in the Township, including but not limited to sidewalks, school grounds, recreation areas, and the bicycle path on the former Freehold-Jamesburg Agricultural Railway right-of-way from the Manasquan-Wall Township boundary to the Howell Township-Wall Township-Wall boundary.

§ 218-2 Motorized Bicycles

A. Prohibited Vehicles

1. ***Any motorized bicycle with an electric motor greater than 750 watts is not to be considered a "low-speed" motorized bicycle ("LSMB") and shall be effectively prohibited from operation in the Township of Wall, unless such vehicle is specifically authorized by the New Jersey Motor Vehicle Code, and is properly registered, insured, and operated by a licensed operator.***

B. Motorized Bicycle Rules and Regulations

1. ***Rights and duties of persons on low-speed motorized bicycle: Every person riding a LSMB upon a roadway shall obey the instructions of official traffic control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.***
2. ***Helmet: Persons are not permitted to operate a LSMB unless they wear a protective helmet.***

3. Passengers: It shall be prohibited for a person operating a LSMB to allow another person to ride as a passenger, unless the person is carried in a proper bike seat, trailer or other accessory that complies with current regulations and contains adequate provision for retaining the passenger in place and for protecting the passenger. The Passenger shall also be required to wear a properly fitted and fastened helmet pursuant to N.J.S.A. 39:4-10.1.
4. Lights and reflectors: When in use during nighttime, every LSMB shall be equip with:
 1. A front headlamp emitting a white light visible from a distance of at least 500 feet to the front;
 2. A rear lamp emitting a red light visible from a distance of at least 500 feet to the rear;
 3. In addition to the red lamp, a red reflector shall be mounted on the rear;
5. Audible Signal: A LSMB must be equip with a bell or other audible device that can be heard at least 100 feet away. However, the LSMB shall not be equipped with a siren or whistle.
6. Hitching on Vehicle Prohibited: No person operating a LSMB shall attach themselves to any streetcar or vehicle. Nor shall the operator of the LSMB knowingly permit any passenger to do the same.
7. Feet and Hands on Pedals and Handlebars: All operators of a LSMB shall keep their feet on the pedal and both hands on the handlebars at all times. It shall be prohibited to practice or perform any trick or fancy driving.
8. Operating Regulations: Every person operating a LSMB on a roadway shall ride as near to the right-side as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction. An operator of a LSMB may move left under any of the following conditions:
 1. To make a left turn from a left turn lane or pocket;
 2. To avoid debris, drains, or other hazardous conditions on the right;
 3. To pass a slower moving vehicle;
 4. To occupy any available lane when traveling at the same speed as other traffic;
9. Prohibited Locations: No person over the age of 14 shall ride a LSMB upon a sidewalk within Wall Township, nor in any location where it is prohibited by sign.
10. Carrying Items: No person operating a LSMB shall carry any package, bundle or article which prevents the rider from keeping both hands upon the handlebars.
11. Parking: No person shall park a LSMB upon a street except where an appropriate rack or spots are provided. All LSMB, when parked on sidewalks, shall be parked only in such manner as not to obstruct or

impede the normal movement of pedestrian or other traffic or access to adjacent buildings.

12. Speed: No person shall operate a LSMB at speeds faster than are reasonable or proper, which in no case shall be in excess of legal speed limits, unless participating in an officially sponsored or sanctioned rally or road race. In no event shall speed of operation exceed 20 miles per hour.

13. Reckless or careless riding: No person shall ride a LSMB in a reckless or careless manner which endangers or is likely to endanger the safety or welfare of other persons or property.

C. Enforcement. The Police Department is hereby authorized to promulgate, with the approval of the Township Committee, such further rules and regulations concerning registration, operation, equipment and safety of LSMB as deemed necessary from time to time.

D. Business regulations.

1. All persons and businesses who own, rent, hire or lease LSMB in Wall Township for the delivery of items in commerce, such as messages, parcels, food and/or other merchandise or goods, or for the delivery of items in commerce destined for the Township of Wall:

a. Shall keep each LSMB in a safe operating condition, and shall advise the persons using said LSMB of the regulations for use in Wall Township;

b. Shall post a copy of this chapter in a conspicuous place where said bicycles are kept, rented, hired or leased, if such location is within the Township of Wall; and

c. Shall ensure that any employee, agent, or contractor, while utilizing LSMB for hire by, for or on behalf of such person or business, shall wear a reflective vest, and have affixed a tag, license, decal or marking affixed to LSMB clearly identifying such LSMB as being operated for hire by, for or on behalf of such person or business.

2. For the purposes of this section, to "hire" includes persons or businesses whose employees or agents utilize LSMB to deliver their messages, parcels, food and/or other merchandise or good during the time such LSMB are being used for such purpose, whether or not such LSMB are owned, leased or rented by the person or business.

3. A persons' or businesses' failure to comply with this section shall be considered a violation of this section.

4. Any violation of this section by an operator of a LSMB while in the hire of a person or business shall be considered a separate violation of this section by such person or business.

E. Registration requirement:

1. All persons and businesses who own, rent, hire or lease LSMB in Wall Township for the delivery of items in commerce, such as messages, parcels, food and/or other merchandise or goods, shall maintain proper registration tags and licenses for each LSMB issued by the Police Department.

2. All persons and businesses who rent, hire or lease LSMB in Wall Township for the delivery of items in commerce destined for the

Township of Wall, but that are not located within the Township, shall comply with any municipal registration requirements applicable to LSMB that may be in force in the location where such business or person's business is based.

3. A person's or businesses' failure to comply with this section shall be considered a violation of this section.
4. Any violation of this section by an operator of a LSMB while in the hire of a person or business, shall be considered a separate violation of this section by such person or business.

F. Penalties for violations. Each person violating any provisions of this section shall, upon first conviction, be liable to a penalty of \$50, and upon a second conviction shall be liable to a penalty of \$100. No court appearance shall be required for a first or second alleged offense, but will be required for a third or subsequent alleged offense. Any third or subsequent conviction shall be liable to the penalty as stated in Article, § 1-1.

All Ordinances or parts of Ordinances inconsistent herewith are repealed to the extent of such inconsistency. The Township Clerk is authorized to renumber and/or re-codify any sections affected by such repeal to the extent consistent with this Ordinance.

If any word, phrase, clause, section or provision of this Ordinance shall be found by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional such word, phrase, clause, section or provision shall be severable from the balance of the Ordinance and the remainder of the Ordinance shall remain in full force and effect.

This Ordinance shall take effect upon publication thereof after final passage according to law and approval by the State of New Jersey.

Introduced: April 12, 2023

Adopted:

Attest: _____
Roberta Lang, RMC
Township Clerk

Approve: _____
Timothy Farrell
Mayor

SUMMARY AND NOTICE

TOWNSHIP OF WALL

ORDINANCE NO. 5-2023

AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WALL, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 218 OF THE TOWNSHIP CODE REGARDING MOTORIZED VEHICLES

Adoption of this ordinance will amend Chapter 218, regarding motorized vehicles

Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading by the Township Committee of the Township of Wall on **April 12, 2023**, and will further be considered for final passage and adoption at the Wall Township Municipal Building, 2700 Allaire Road, Wall, New Jersey, on **May 10, 2023** at 7:00 p.m., or as soon thereafter as the matter can be reached on the agenda, at which time and place all persons interested therein shall be given an opportunity to be heard, and during the week prior to and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's Office in the Township of Wall, Town Hall, to the members of the general public who shall request the same or may be viewed on our website at www.wallnj.com.

Roberta M. Lang, R.M.C.
Municipal Clerk

TOWNSHIP OF WALL

RESOLUTION NO. 23-0502

**CERTIFICATION OF TOWNSHIP FUNDS
APRIL 27, 2023 THROUGH MAY 10, 2023 IN THE AMOUNT OF \$8,378,260.73**

We, the undersigned members of the Township Committee of the Township of Wall have reviewed the information provided by the Township Administrator and rely on his recommendation that the attached vouchers are in proper order and may be executed for payment. This authorization for execution does not extend to any voucher that would constitute a conflict of interest for any of the undersigned Committee members.

Timothy J. Farrell, Mayor

Erin M. Mangan, Deputy Mayor

Kevin P. Orender, Committeeman

Daniel F. Becht, Committeeman

Timothy J. Clayton, Committeeman

TOWNSHIP OF WALL

RESOLUTION NO. 23-0503

AUTHORIZATION TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT WITH CRANFORD POLICE COOPERATIVE PRICING SYSTEM

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish cooperative pricing systems and enter into cooperative pricing agreements for its administration; and,

WHEREAS, the Cranford Police Cooperative Pricing System (ID # 47-CPCPS) hereinafter referred to as the “lead agency” has offered voluntary participation in a cooperative pricing system for the purchase of goods and services; and,

WHEREAS, on May 10, 2023 the Governing Body of the Township of Wall, County of Monmouth, State of New Jersey duly considered participation in a cooperative pricing system for the provisions and performance of goods and services and determined that it is in the best interest of the Township.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. This resolution shall be known and may be cited as the cooperative pricing resolution of the Township of Wall;
2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5) the Township of Wall is hereby authorized to enter into a cooperative agreement with the lead agency; and
3. The lead agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

Certifications
Township Clerk
I, Roberta M. Lang, Municipal Clerk of the Township of Wall in the County of Monmouth and the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Committee of the Township of Wall in the County of Monmouth in the State of New Jersey at a meeting held on May 10, 2023.
Roberta M. Lang, RMC Township Clerk
Chief Financial Officer
I, Thomas O’Hara, Chief Financial Officer of the Township of Wall, do hereby authorize the Township Committee of the Township of Wall to enter into the cooperative pricing system.
Thomas O’Hara, CFO Chief Financial Officer

TOWNSHIP OF WALL

RESOLUTION NO. 23-0504

AUTHORIZATION TO APPOINT THE TOWNSHIP PHYSICIAN(S)

WHEREAS, this contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law; and,

WHEREAS, Resolution No 23-0109 appointed Salvatore Pepe of City MD as Township Physician; and,

WHEREAS, Doctor Salvatore Pepe is no longer employed by City MD and is employed by Genesis Integrative Medicine and Longevity Center in Lake Como.

BE IT RESOLVED by the Township Committee of the Township of Wall that the following individual are hereby appointed as Township Physician:

- Doctor Salvatore Pepe, Genesis Integrative Medicine and Longevity Center

I, Roberta M. Lang, Clerk of the Township of Wall, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Wall at a Meeting held on May 10, 2023.

Roberta M. Lang, RMC
Township Clerk

TOWNSHIP OF WALL

RESOLUTION NO. 23-0505

**AUTHORIZATION TO EXECUTE A SETTLEMENT AGREEMENT IN THE
MATTER OF RIDGE ROAD PIT LLC AND DANIEL CULNEN, INDIVIDUALLY
AND WALL TOWNSHIP**

WHEREAS, certain matters have arisen pertaining to certain real property located at 2700 Ridgewood Road, Block 805, Lots 25.01, 25.02, 25.03, 25.04, 25.05 and 25.07 (formerly known as Lot 25), and,

WHEREAS, the aforementioned property was previously owned by Ridge Road Pit, LLC which was later determined to be an illegal solid waste facility; and,

WHEREAS, the New Jersey Department of Environmental Protection (“NJDEP”) determined that the operation of this solid waste facility violated N.J.A.C. 7:26-2.8(f); and,

WHEREAS, since that time the Township has taken ownership of the subject property and performed removal of solid waste and corrected all applicable violations; and,

WHEREAS, the Township desires to enter into a settlement agreement with the NJDEP Ridge Road Pit, LLC, and Dan Culnen, a member of Ridge Road Pit, LLC, to pay civil administrative penalties associated with the alleged violations as determined by the NJDEP; and,

WHEREAS, the Township Attorney has recommended that the Township Committee execute the Settlement Agreement which provides, in part, that Wall Township shall pay the sum of \$10,000.00 (ten thousand dollars) to the NJDEP in accordance with the terms and conditions of the Settlement Agreement, attached hereto; and

WHEREAS, the Township Committee is in agreement with the advice of counsel and believes that entering into this Settlement Agreement is in the Township’s best interests.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Wall, County of Monmouth, New Jersey that the Township Administrator on behalf of the Township is authorized to execute the Settlement Agreement, to resolve any outstanding issues with respect to the real property located at 2700 Ridgewood Road, Block 805, Lots 25.01, 25.02, 25.03, 25.04, 25.05 and 25.07 (formerly known as Lot 25)

I, Roberta Lang, Municipal Clerk of the Township of Wall in the County of Monmouth and the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council of the Township of Wall at a meeting held on May 10, 2023.

Roberta Lang, RMC
Municipal Clerk

**TOWNSHIP OF WALL
RESOLUTION NO. 23-0506**

**AUTHORIZATION TO EXECUTE A CONTRACT WITH MALL CHEVROLET
FOR THE PURCHASE OF FOUR (4) CHEVY TAHOE PURSUITS THROUGH
THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) AT A
PRICE NOT TO EXCEED \$202,517.80**

WHEREAS, the Township Committee is desirous of purchasing four (4) Chevy Tahoe Pursuits from Mall Chevrolet through the Educational Services Commission of New Jersey (ESCNJ) at a price not to exceed \$202,517.80 (two hundred two thousand five hundred seventeen dollars and eighty cents); and,

WHEREAS, the Chief of Police and the Township Administrator recommends that the Township Committee purchase four (4) Chevy Tahoe Pursuits through cooperative purchasing at a price not to exceed \$202,517.80 (two hundred two thousand five hundred seventeen dollars and eighty cents); and,

WHEREAS, the Township of Wall entered into the Educational Services Commission of New Jersey on March 12, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wall as follows:

1. The Township Committee hereby concurs with the recommendations of the Chief of Police and Township Administrator and authorizes the purchase of four (4) Chevy Tahoe Pursuits through the Educational Services Commission of New Jersey (ESCNJ) from Mall Chevrolet at a price not to \$202,517.80 (two hundred two thousand five hundred seventeen dollars and eighty cents).
2. This resolution is subject to the filing of a certification from the CFO as to the availability of funds per N.J.A.C.5:30-5.3 (a).
3. The Mayor, Municipal Clerk and any other applicable Township officers or employees are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the terms of this resolution.

Certifications		
Township Clerk		
I, Roberta M. Lang, Municipal Clerk of the Township of Wall in the County of Monmouth and the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Committee of the Township of Wall in the County of Monmouth in the State of New Jersey at a meeting held on May 10, 2023		
Roberta M. Lang, RMC Township Clerk		
Chief Financial Officer		
I, Thomas O'Hara, Chief Financial Officer of the Township of Wall, do hereby certify to the Township Committee of the Township of Wall that funds are available for the purchase of four (4) Chevy Tahoe Pursuits through the (ESCNJ) at a price not to \$202,517.80 (two hundred two thousand five hundred seventeen dollars and eighty cents).		
Thomas O'Hara, CFO Chief Financial Officer		
Operating		
Account	Description	Amount
3-01-25-240-240-128	Police Department – Other Expenses	\$202,517.80

TOWNSHIP OF WALL
RESOLUTION NO. 23-0507

AUTHORIZATION TO EXECUTE A CONTRACT WITH HERTRICH FLEET SERVICES, INC. FOR THE PURCHASE OF A 2023 POLICE DODGE CHARGER THROUGH THE CRANFORD POLICE DEPARTMENT COOPERATIVE PRICING SYSTEM AT A PRICE NOT TO EXCEED \$36,154.00

WHEREAS, the Township Committee is desirous of purchasing a 2023 Police Dodge Charger from Hertrich Fleet Services, Inc. through the Cranford Police Department Cooperative Pricing System at a price not to exceed \$36,154.00 (thirty-six thousand one hundred fifty-four dollars and zero cents); and,

WHEREAS, the Chief of Police and the Township Administrator recommend that the Township Committee authorize the purchase of a 2023 Police Dodge Charger through cooperative purchasing at a price not to exceed \$36,154.00 (thirty-six thousand one hundred fifty-four dollars and zero cents); and,

WHEREAS, the Township of Wall entered into the Cranford Police Department Cooperative Pricing System on May 10, 2023; and,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wall as follows:

1. The Township Committee hereby concurs with the recommendations of Chief of Police and Township Administrator and authorizes the purchase of 2023 Police Dodge Charger through the Cranford Police Department Cooperative Pricing System from Hertrich Fleet Services, Inc. at a price not to exceed \$36,154.00 (thirty-six thousand one hundred fifty-four dollars and zero cents).
2. The Mayor, Municipal Clerk and any other applicable Township officers or employees are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the terms of this resolution.

Certifications		
Township Clerk		
I, Roberta M. Lang, Municipal Clerk of the Township of Wall in the County of Monmouth and the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Committee of the Township of Wall in the County of Monmouth in the State of New Jersey at a meeting held on May 10, 2023.		
Roberta M. Lang, RMC Township Clerk		
Chief Financial Officer		
I, Thomas O'Hara, Chief Financial Officer of the Township of Wall, do hereby certify to the Township Committee of the Township of Wall that funds are available for the purchase of 2023 Police Dodge Charger through the Cranford Police Department Cooperative Pricing System at a price not to exceed \$36,154.00 (thirty-six thousand one hundred fifty-four dollars and zero cents).		
Thomas O'Hara, CFO Chief Financial Officer		
Operating		
Account	Description	Amount
3-01-25-240-240-128	Police Department – Other Expenses	\$36,154.00

TOWNSHIP OF WALL

RESOLUTION NO. 23-0508

AUTHORIZATION TO APPROVE CERTAIN PERSONNEL ACTIONS

WHEREAS, the Department Head(s) has recommended the appointment of the following individual(s); and

WHEREAS, the Township Administrator concurs with the findings of the Department Head and hereby recommends to the Township Committee that the following appointment(s) be made:

NAME	DEPARTMENT/POSITION	SALARY	EFFECTIVE DATE
Shane Spennato	Summer Seasonal/ DPW	\$14.13/hour	5/11/2023
John Fox	Police/ Full-Time EMT	\$52,000.00	5/11/2023
Joanne Bormida	Recreation/Head Counselor II – Year 4	\$16.18/hour	5/15/2023
Pamela Phillips	Recreation/Head Counselor II – Year 4	\$16.18/hour	5/15/2023
Kyle Rotante	Recreation/Head Counselor II – Year 1	\$15.43/hour	5/15/2023
Isabella Tancorra	Recreation/Head Counselor I – Year 2	\$14.43/hour	5/15/2023
Louis Cabezas	Recreation/Head Counselor I – Year 1	\$14.18/hour	5/15/2023
Christina Fluhr	Recreation/Head Counselor I – Year 1	\$14.18/hour	5/15/2023
Taylor Suckey	Recreation/Head Counselor I – Year 1	\$14.18/hour	5/15/2023
Robert Minall	Recreation/Counselor – Year 3	\$13.43/hour	5/15/2023
Caitlin McBarron	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Ashlynn Wells	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Abigail Evans	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Alexander Garofalo	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Ella Whille	Recreation/Counselor – Year 2	\$13.18/hour	5/15/2023
Christian Girardy	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Rebecca Girardy	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Abigail Kingman	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023

Matthew Meechan	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Christian Suckey	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Lillian Pennington	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Gregory Desserich	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Lauren Tremblay	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Brianna Gant	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Jacob DeBrito	Recreation/Counselor – Year 1	\$12.93/hour	5/15/2023
Ryan Leming	Summer Intern/DPW	\$14.13/ hour	5/25/2023
Jack Wolter	Summer Intern/Police	\$14.13/ hour	5/22/2023

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wall that the following personnel actions be and are hereby authorized on the effective date included herein.

I, Roberta M. Lang, Municipal Clerk of the Township of Wall in the County of Monmouth and the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Committee of the Township of Wall in the County of Monmouth in the State of New Jersey at a meeting held on May 10, 2023.

Roberta M. Lang, RMC
Township Clerk

TOWNSHIP OF WALL

RESOLUTION NO. 23-0509

**AUTHORIZATION TO RENEW THE SHARED SERVICES WITH THE
BOROUGH OF SPRING LAKE HEIGHTS FOR JOINT MUNICIPAL COURT**

WHEREAS, the Township of Wall previously entered into a shared services agreement with the Borough of Spring Lake Heights, entitled Shared Services Agreement Between the Borough of Spring Lake Heights and the Township of Wall (hereinafter “Shared Services Agreement”) on June 13, 2017, to establish a joint municipal court system, which includes the sharing of facilities, personnel and resources; and,

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. and N.J.S.A. 2B:12-1(c); and,

WHEREAS, the previous Shared Services Agreement between Spring Lake Heights and Wall Township is set to expire and both municipalities desire to enter into a new Shared Service Agreement, a copy of which is attached hereto, to update various terms and conditions; and,

WHEREAS, Township of Wall and Borough of Spring Lake Heights may enter into a Shared Services Agreement by resolution from both governing bodies; and,

WHEREAS, the Township of Wall desires to enter into a Shared Services Agreement for the joint municipal court between the Township of Wall and the Borough of Spring Lake Heights.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Wall, County of Monmouth, New Jersey that the Mayor and Clerk are hereby authorized to enter into a Shared Services Agreement between the Township of Wall and the Borough of Spring Lake Heights to provide for a joint municipal court system.

I, Roberta Lang, Clerk of the Township of Wall, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Wall at a Meeting held on May 10, 2023

Roberta M. Lang, RMC
Township Clerk

**SHARED SERVICES AGREEMENT BETWEEN
THE BOROUGH OF SPRING LAKE HEIGHTS AND THE TOWNSHIP OF WALL**

THIS SHARED SERVICES AGREEMENT made this ____ day of ____ 20__ by and between THE BOROUGH OF SPRING LAKE HEIGHTS ("Spring Lake Heights"), a municipal corporation of the State of New Jersey with its principal offices located at 555 Brighton Ave, Spring Lake Heights, New Jersey, 07762, and THE TOWNSHIP OF WALL ("Wall"), a municipal corporation of the State of New Jersey with its principal offices located at 2700 Allaire Road, Wall, New Jersey, 07719. Wall and Spring Lake Heights will be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act" at *N.J.S.A. 40A:65-1 et seq.*, (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and,

WHEREAS, Chapter 12, Municipal Courts, at *N.J.S.A. 2B: 1 2-1 (c)* provides that two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process"; and,

WHEREAS, the Borough of Spring Lake Heights (hereinafter, "Spring Lake Heights") and the Township of Wall (hereinafter, "Wall") desire to share facilities, equipment, office staff, and record storage in accordance with *N.J.S.A. 2B:12-1* in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint its own judge, prosecutor and public defender; and,

WHEREAS, Wall has agreed to allow Spring Lake Heights to utilize Wall's Court Room and to allow Spring Lake Heights to utilize the Wall Municipal Court offices effective upon the adoption of an ordinance by each municipality, execution of the Agreement and notice to and the approval of the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Monmouth County Superior Court (hereinafter, "the Assignment Judge"), whichever occurs later; and,

WHEREAS, the Governing Bodies of both Wall and Spring Lake Heights find that it would be in the best interest of the Parties for Spring Lake Heights to utilize the Wall Municipal Court Room, Court offices, and to share employees, facilities, and equipment, under the terms and conditions referenced herein; and,

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L 2007, C.63 at *N.J. S.A. 40A:65-1, et seq.* ("the Agreement").

NOW, THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Wall and Spring Lake Heights, intending to be legally bound, hereby agree as follows:

1. Establishment of a Shared Municipal Court. The Borough of Spring Lake Heights, hereinafter referred to as "Spring Lake Heights", and the Township of Wall, hereinafter referred to as "Wall", hereby agree to the sharing of Wall's court facilities by Spring Lake Heights' Municipal Court as authorized by N.J.S.A. 2B:12-1 (c) which shall provide for the establishing of the Spring Lake Heights Municipal Court in Wall (which arrangement shall hereinafter referred to as the "Shared Courts"). Spring Lake Heights and Wall shall be collectively referred to herein as the "Parties". This Shared Court was established in April of 2010, upon written approval from the Administrative Office of the Courts and the Assignment Judge, Superior Court of New Jersey, Monmouth County.

2. Location and Days of Operation of the Shared Courts. The Shared Courts, including the court room and court administrative offices and all court sessions will be located and conducted at 2700 Allaire Road, Wall, N.J. 07719, in the Wall Township Municipal Complex. Wall will receive a fee from Spring Lake Heights to provide day-to-day Court administrative services and support to include day-to-day operations, record keeping, and administrative functions of the Spring Lake Heights Court.

3. Bank Accounts. The Parties shall each receive and retain all net revenues generated by all cases on their respective court dockets as is currently provided by them. In accordance with *N.J.S.A. 2B:12-1 et seq.* Wall and Spring Lake Heights will maintain separate bank accounts for revenue purposes. On an annual basis, the auditor appointed by the Borough Council of Spring Lake Heights shall be responsible for auditing the financial records of the Spring Lake Heights Municipal Court and issuing the required report pursuant to statute.

4. Operating Costs and Expenses. During the Shared Courts agreement, Spring Lake Heights shall reimburse Wall an annual fee of \$68,459.00 in 2023 to conduct one (1) court session per month in accordance with paragraph 5 below, increasing four (4%) percent annually during the term of this Agreement (2024 annual fee: \$71,197.00; 2025 annual fee: \$74,045.00; 2026 annual fee: \$77,007.00 and any subsequent fees following the parties agreement to exercise their respective renewal options). The Parties further agree that any forms or supplies, as set forth on Exhibit "A", which are specifically utilized by one Municipal Court, shall be the sole responsibility of that Municipal Court and shall not be a shared expense. If these forms and supplies are ordered by Wall for the Spring Lake Heights Municipal Court, Spring Lake Heights shall reimburse Wall upon submission of vouchers in accordance with paragraph 5 below.

In addition, upon additional written acknowledgements by the Administrators of both municipalities, Wall shall provide the necessary court security for all or any portion of the Spring Lake Heights Municipal Court Sessions. The cost of such security shall be reimbursed by Spring Lake Heights upon the presentation of itemized invoice for services rendered by Wall Township. Such reimbursement shall include the cost for the officers including hourly pay and a pro-rated share of overtime if applicable. It is anticipated that Wall will utilize Special Law Enforcement

Officers for this purpose.

There shall also be ten (10%) percent administrative charge that shall be calculated as a function of the total payroll costs. These charges shall cover inherited costs associated with these officers such as payroll, FICA, etc.

5. Payment Procedure. Wall shall provide an invoice for Spring Lake Heights' operating costs and expenses on a quarterly basis and Spring Lake Heights shall pay the invoice within sixty (60) days after submission.

6. Dispute of Payment. As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, C.63 at *N.J.S.A. 40A:65-8(g)*, in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 4 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, Wall shall promptly be repaid the excess.

7. Periodic Meetings. The Administrators and Deputy Administrators or their designees of both municipalities shall periodically meet together with the Court Administrator and the Court Administrator's Deputy or designee as may be necessary to ensure that all obligations under this Agreement are being satisfied or to explore new issues and considerations related to shared services and long-term municipal court planning.

8. Modification. Any modification to the Agreement may be explored first by the Municipal Court Advisory Committee if the Parties so choose or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the Administrative Office of the Courts and the Assignment Judge.

9. Mutual Indemnification. In addition to the other rights and remedies of the Parties herein, the Borough of Spring Lake Heights, to the extent permitted by law, agrees to indemnify and hold harmless the Township of Wall, its officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Spring Lake Heights caused by or resulting from the negligent acts or omissions of Spring Lake Heights arising out of this Agreement or any of the obligations assumed by Spring Lake Heights hereunder provided it is determined by a court of proper jurisdiction that Spring Lake Heights is solely responsible for such liability. In the event it is determined by the Court that Spring Lake Heights is not solely responsible for said liability, Spring Lake Heights shall be limited to that degree of liability determined by said Court to be the proportionate liability of Spring Lake Heights.

In addition to the other rights and remedies of the Parties herein, the Township of Wall, to the extent permitted by law, agrees to indemnify and hold harmless the Borough of Spring Lake Heights, its officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Wall caused by or resulting from the negligent acts or omissions of Wall arising out of this Agreement or any of the obligations assumed by Wall hereunder provided it is determined by a court of proper jurisdiction that Wall is solely responsible for such liability. In the event it is determined by the Court that Wall is not solely responsible for said liability, Wall shall be limited to that degree of liability determined by said Court to be the proportionate liability of

Wall.

10. Insurance.

- A. The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Monmouth County or the Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Each party shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage; Spring Lake Heights shall name Wall and Wall shall name Spring Lake Heights as an additional insured.

- B. This insurance shall indicate on the Certificate of Insurance the following coverages:
- Operations;
 - Use of independent contractors and/or subcontractors;
 - Products and completed operations;
 - Broad form contractual; and
 - Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. Spring Lake Heights shall provide statutory workers compensation insurance coverage with limits of \$500,000 for those positions set forth in Paragraph 12.
- D. Spring Lake Heights shall provide commercial general liability insurance at limits of \$5,000,000 per occurrence and shall name Wall as additional insured.
- E. Wall Township shall provide sufficient insurance coverage covering losses to Spring Lake Heights resulting from negligent errors or omissions, or misappropriations of funds by any person employed pursuant to Paragraph 12 who handles monies in an amount and with terms agreed to by the parties as is further set forth in *N.J.S.A. 2B:12-12*.

11. **Accounting.** Accounting and records maintenance for the Shared Court shall be the sole responsibility of Wall Township for both the Spring Lake Heights and Wall Court.

12. Personnel and Appointments:

The Parties agree that Wall Township is responsible for providing the services of Court Administrator, Deputy Court Administrator(s), Records Custodian and court clerical personnel.

Compensation of such personnel shall be the sole responsibility of Wall Municipal Court and shall not be a shared expense. The hiring, employment and appointment of the aforementioned positions shall be the sole responsibility of Wall. This agreement contemplates that the Wall Court Administrator shall perform the duties of the Spring Lake Heights Court Administrator.

The Parties agree that the Shared Courts will not share the following personnel and or appointees: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, and Assistant Public Defender. The Parties agree that the staffing and salary of these positions shall be the exclusive determination and right of each municipality. Spring Lake Heights and Wall shall be solely responsible for the appointment of their respective Municipal Court Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender and Assistant Public Defender. The jurisdiction of the Municipal Court of each municipality shall be separate and each municipality retains its right of appointment as provided in *N.J.S.A.* 2B: 12-4 (Judge) 2B:24-3 (Public Defender) and 2B:25-4 (Prosecutor).

13. Salaries, Wages and Benefits:

The salaries, wages and benefits, including FICA, PERS Contributions, worker's compensation insurance and group health insurance, of the following personnel of the Shared Courts: Judge, Prosecutor, Assistant Prosecutors, Special Counsel, Public Defender, Assistant Public Defender are not shared and shall be paid by the appointing municipality.

14. Court Security. The Parties shall be responsible to provide the required law enforcement security for their respective court sessions; unless the parties exercise the option as set forth in Paragraph 4. This security shall be in accordance with the approved court security plan.

15. Caption. In accordance with *N.J.S.A.* 2B: 12-1, the identities of the individual courts shall continue to be expressed in the caption of orders and process.

16. Term. The term of this Agreement shall commence retroactively on June 14, 2023 upon full execution of this Agreement and shall continue for a term of three (3) years (the "Term") unless terminated sooner pursuant to the terms and conditions of Sections 17 & 21 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of both parties, this Agreement may be extended for up to two additional terms of three (3) years for a total of nine (9) years. If either party does not wish to extend this Agreement, then that party shall notify the other party of its decision at least thirty (30) days prior to the expiration of this Agreement.

17. Dispute Resolution. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties shall attempt non-binding mediation through a mediator of their choice and if mediation fails, the Parties hereto agree to be governed by the laws of the State of New Jersey. If required, disputes shall be adjudicated in the Superior Court, Monmouth County, NJ.

18. Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.

19. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implementation and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

20. Administrative Office of the Courts and Superior Court Approval. The Parties acknowledge that this Agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Office of the Courts and the Monmouth County Superior Court Assignment Judge.

21. Termination. This agreement may be terminated at any time by either Party, with or without cause, by at least one hundred eighty (180) days prior written notice to the other Party. In addition to any other notice requirements herein, the parties shall provide an additional one hundred eighty (180) days written notice of termination to the Administrative Office of the Courts and the Assignment Judge prior to the scheduled termination as a condition precedent to the termination of this Agreement.

22. Filing. In accordance with *N.J.S.A. 40A:65-4(b)*, a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

23. Good Faith Covenant. The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

24. Effective Date. This Agreement shall take effect upon the approval of the AOC and the Assignment Judge and the execution of the Agreement authorized thereafter by their appropriate respective officials

25. Notices. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.

a. The designated municipal representative for Wall:

Township Clerk
Township of Wall
2700 Allaire Road
Wall, N.J. 07719

b. The designated municipal representative for Spring Lake Heights:

Municipal Clerk
Borough of Spring Lake Heights
555 Brighton Avenue
Spring Lake Heights, N.J. 07762

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and

year written above.

ATTEST:

BOROUGH OF SPRING LAKE HEIGHTS:

Janine Gillis,
Municipal Clerk

Christopher M. Campion, Jr.
Mayor

ATTEST:

TOWNSHIP OF WALL:

Roberta Lang,
Municipal Clerk

Timothy J. Farrell,
Mayor

Draft