

October 25, 2018

The Township Committee met on the above date with Mayor Romeu calling the meeting to order at 7:00 PM. The meeting opened with the flag salute and a moment of silence. Roll call was taken showing present: Mayor Rita Romeu, Deputy Mayor Jeremy Liedtka, Committeeman Sam Davis, Committeewoman Andrea Katz and Committeewoman Denise Koetas-Dale. Also present Katelyn McElmoyl, Township Attorney; Chief/Township Administrator Kyle Wilson and Township Clerk Caryn Hoyer.

The Open Public Meetings Act statement was read and compliance noted.

AGENDA MATTER(S) REQUIRING RECUSAL(S)

None

COMMENTS FROM THE PUBLIC MATTERS ON THE AGENDA ONLY

Mr. Liedtka made a motion seconded by Ms. Koetas-Dale to approve the September 12th, September 27th and October 11th minutes. All were in favor.

PROCLAMATION

Mayor Rita Romeu presented Caius Jameson Donahue a Proclamation recognizing his work as a Therapy Dog.

TOWNSHIP ENGINEER REPORT

2017 NJDOT Municipal Aid Grant – Harker Road:

Minor restoration work still required, but otherwise complete.

2018 NJDOT Municipal Aid Grant – Harker Road - Phase II:

Still awaiting schedule from Contractor, however, submittals were received, reviewed and returned to Contractor.

2019 NJDOT Municipal Aid Grant Application:

Grant application submitted.

Heritage at Chesterfield – South Side – Phases I and II:

Alleys of concern were treated with microseal. In response to concerns of loose gravel, the Contractor was requested to return to sweep all areas of work to clean up loose gravel. Awaiting schedule for same.

Saddle Way:

Mr. Hirsch reported they plan to pave the rest of Saddle Way this year. They are currently prepping the area.

ORDINANCES FOR INTRODUCTION

Mr. Liedtka made a motion seconded by Ms. Katz to introduce Ordinance 2018-22. All were in favor. Public hearing will be on November 8th.

TOWNSHIP OF CHESTERFIELD

ORDINANCE NO. 2018-22

AN ORDINANCE TO AMEND CHAPTER 123 OF THE CODE OF THE TOWNSHIP OF CHESTERFIELD ENTITLED, "HISTORIC PRESERVATION"

WHEREAS, the Historic Preservation Commission's stated purposes include the safeguarding of the heritage of Chesterfield Township, promotion of appreciation of historic resources, and conservation of historic sites; and

WHEREAS, the Historic Preservation Commission is empowered to review all development and permit applications involving the exterior of designated historic landmarks; and

WHEREAS, the Historic Preservation Commission now seeks the authority to, as a condition of approval of demolition, document and catalogue the exterior of any historic building which is declared unsafe; and

WHEREAS, the Township Committee is eager to assist the Historic Preservation Commission in its stated goals, and approves of their proposal to document and catalogue the exterior of historic buildings prior to demolition.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Committee of the Township of Chesterfield, County of Burlington, State of New Jersey as follows:

ARTICLE I. AMENDED SECTIONS.

Ms. Koetas-Dale made a motion seconded by Ms. Katz to introduce Ordinance 2018-23. All were in favor. Public hearing will be on December 13th.

CHESTERFIELD TOWNSHIP

ORDINANCE NO. 2018-23

AN ORDINANCE AMENDING CHAPTERS 130-40 AND 42 TO REVISE USE REGULATIONS IN ORDER TO ADDRESS CHILD CARE USES

WHEREAS, the Township Code currently allocates Transfer of Development Right (“TDR”) requirements based upon certain use groups; and

WHEREAS, Renaissance, the developer of the commercial areas of the Planned Development District has presented information regarding changes in the way that child care uses operate and their desire for in-line space as opposed to a stand-alone building akin to a civic use; and

WHEREAS, the Township has reviewed the information and agrees that the change in operations of these kinds of uses justifies a change in the TDR requirements associated with same.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Chesterfield, as follows:

SECTION 1: Chapter 130-40 of the Code of Chesterfield Township shall be amended as by adding the following provisions:

§ 130-40. Use regulations.

A building or buildings may be erected or altered, to be used either in whole or in part, and a lot may be used or occupied for any of the following uses and no other, provided that such uses shall comply with the regulations specified herein.

A. Development in accordance with the previously underlying Agricultural District (AG) standards (or any standards not set forth in the PVD District) is prohibited. Sewer service availability to the District negates the necessity to provide development options other than those set forth below. All new developments shall be required to have both public water and sewer service. For the purpose of this section, the term "public water and sewer service" is intended to mean centralized water and sewer service where connections are permitted to water and sewer conveyancing and treatment facilities whether owner operated or maintained and/or controlled by a public or private utility or domestic treatment works that is regulated by applicable governmental agencies pursuant to statutory authority and is consistent with the

Township's approved Wastewater Management Plan. Permitted principal uses on the land and in buildings shall be as follows:

- (1) Residential uses (in PVD-1, PVD-2 and PVD-3 Districts), including:**
 - (a)** Homestead having acreage of greater than 100 acres.
 - (b)** Perimeter village house.
 - (c)** Village house.
 - (d)** Triplex units.
 - (e)** Mixed-occupancy dwellings, including apartments, which may be located above shops and other non-residential uses in the PVD-3 District only.
 - (f)** Carriage houses and apartments, which may be above detached or attached garages on the same lot as the principal dwelling.

- (2) Civic uses (in PVD-1, PVD-2 and PVD-3 District, to be provided in the receiving area in accordance with the Land Use Village Plan), including:**
[Amended 12-27-2002 by Ord. No. 2002-15]
 - (a)** Houses of worship (PVD-2 and PVD-3 Districts).
 - (b)** Public buildings, including but not limited to post office, community center, fire, emergency and police station facilities.
 - ~~**(c)** Child care centers.~~
 - (c)** Educational institutions, including public and private schools.
 - (d)** Parks and recreation facilities, including but not limited to tennis, basketball, football, soccer, hockey and ice skating (PVD-2 and PVD-3 Districts).
 - (e)** Libraries (PVD-2 and PVD-3 Districts).

- (3) Commercial uses (in PVD-3 District only), including:**
 - (a)** Retail uses, including:
 - [1]** Retail shops and stores.
 - [2]** Financial establishments.
 - [3]** Restaurants and taverns, including sidewalk cafes.
 - [4]** Arts and crafts studios and shops.
 - (b)** Service uses, including
 - [1]** Child Care Centers

[2] Personal and business services, including fitness centers, postal stores, copy centers, barbershops and beauty salons, laundry/cleaners, etc.

[3] Other similar retail and service uses primarily serving the residents of the PVD Districts and surrounding community

(c) Office uses, including:

[1] Professional services.

[2] Medical clinics and offices.

[3] General offices.

SECTION 2: Chapter 130-42 of the Code of Chesterfield Township shall be amended as by adding the following provisions:

§ 130-42. Density and intensity of use.

The intensity of use within the PVD-1, PVD-2 and PVD-3 Districts shall be limited according to a standard of development credits per acre rather than by the conventional standards of dwelling units per acre or floor area ratio. The credits available on a given tract are the sum of the underlying credits assigned to the parcel being developed plus the credits purchased and transferred to be utilized on lot(s) in accordance with the provisions of this chapter. Development credits may be utilized only for uses permitted in the respective PVD Districts according to this chapter.

A. The translation of development credits to use is governed by the chart entitled "Ratio of Development Credits to Uses," as follows:

Ratio of Development Credits to Uses

Number of Credits Required	Type of Development Permitted
1.0	Detached perimeter village lot
0.9	Detached village lot
0.75	Triplex dwelling lot
0.0	Condominium/apartment over retail
0.35	Condominium/apartment and carriage houses in freestanding structure
0.0	Low- and moderate-income housing units
1.0	Commercial uses including: retail/office/services per 3,500 square feet
0.5	Home office
1.0	Institutional per acre for cemetery, private outdoor recreation, etc.
1.0	Institutional per 2,000 square feet for houses of worship and child-care centers
0.0	Institutional for public buildings, including public schools, libraries and museums

TOWNSHIP OF CHESTERFIELD

ORDINANCE NO. 2018-20

AN ORDINANCE TO AMEND CHAPTER 173 OF THE CODE OF THE TOWNSHIP OF CHESTERFIELD, "TOWING OF VEHICLES"

WHEREAS, on June 14, 2018, the New Jersey Superior Court, Appellate Division decided three consolidated cases docketed as A-2546-16T4, A-5399-16T3, and A-5668-16T3 regarding what fees a municipality can require be collected from a contracted automobile towing service; and

WHEREAS, the Superior Court's decision ruled administrative fees for non-consensual tows were in violation of the Towing Act, N.J.S.A. 56:13-14 and its associated regulations, N.J.A.C. 13:45A-31.4(a); and

WHEREAS, the Township Committee of the Township of Chesterfield wishes to amend the Township Code to comply with the Court's opinion.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Township Committee of the Township of Chesterfield, County of Burlington, State of New Jersey that Chapter 173 of the Code of the Township of Chesterfield, entitled "Towing of Vehicles," is hereby amended to state as follows [new material indicated by underline, deletions indicated by ~~striketrough~~]:

ARTICLE I. Amended Sections

§173-10 Rate schedule

[Subsections A., C., and D. to remain unchanged]

B. Charges and Fees.

(1) Refer to Schedule A for towing service charges flat fee

(2) Refer to Schedule B for winching service charges per each ½ of winching

(3) Refer to Schedule C for ~~administrative~~, storage and general charges

(4) Refer to Schedule D for miscellaneous charges

ARTICLE II. Amended Schedules. Schedule C, included at the end of Chapter 173, entitled “Towing of Vehicles” is hereby amended to state as follows [new material indicated by underline, deletions indicated by ~~striketrough~~]:

TOWING OF VEHICLES

173 Attachment 3

Township of Chesterfield

Schedule C: ~~Administrative~~, Storage and General Charges

Administrative:

~~A one-time administrative fee of \$20 payable to Chesterfield Township shall be charged to the vehicle owner and collected by the tower for each vehicle towed for the processing and maintenance of towing records. This fee shall be paid to the Township by the 10th of each month. Failure to pay this administrative fee shall result in the removal of the tower from the contract pursuant to §173-7.~~

~~A one-time removal fee of \$55 may be charges for each vehicle that has to be removed from the storage facility by means of towing. This fee is intended solely for those vehicles that are inoperable due to damage that requires the tower to remove the vehicle from the storage lot in order for another person or firm to remove the vehicle for disposal.~~

[Subsections entitled “Storage” and “General Charges” to remain unchanged]

ARTICLE III. REPEALER, SEVERABILITY AND EFFECTIVE DATE.

- D. Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.
- E. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Committee hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance.
- F. Effective Date. This Ordinance shall take effect upon proper passage in accordance with the law.

WHEREAS, the Property measures approximately .9531 acres and is used as an access road to reach a parcel of undeveloped property owned by and located within the Township of Bordentown, which measures approximately 59 acres and is permanently preserved open space subject to Green Acres restrictions; and

WHEREAS, such acquisition of an interest in the Property is consistent with the statutes of the State of New Jersey, including the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., particularly N.J.S.A. 40A:12-4 and 40A:12-10.1, and the Code of the Township of Chesterfield; and

WHEREAS, the Township of Bordentown has offered to enter into an Agreement of Sale, providing for the terms and conditions of the transaction, in exchange for payment from the Township of Chesterfield in the amount of One Dollar (\$1.00) and other good and valuable consideration; and

WHEREAS, the Townships of Chesterfield and Bordentown have negotiated an Agreement of Sale, whereby both Townships will be owners of the Property as “tenants in common,” and said Agreement of Sale shall be in a form substantially the same as set forth in the attached **Exhibit A**; and

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Township Committee of the Township of Chesterfield, County of Burlington, State of New Jersey, as follows:

ARTICLE I. The Mayor, Township Administrator, Township Clerk, and Township Solicitor are hereby authorized to execute any and all documents necessary to effectuate the acquisition of an interest in real property located at lock 204 Lot 3.02 on the Official Tax Maps of the Township of Chesterfield, commonly known as 24 Bordentown-Chesterfield Road, including the attached Agreement of Sale.

ARTICLE II. The Township’s Chief Financial Officer is authorized to release the Purchase Price sum of One Dollar (\$1.00), and any additional sums for incidental costs for the completion of the transaction to purchase an interest in the property, including closing costs, title insurance, recording of title, etc., upon execution of the Deed to the property.

ARTICLE III. REPEALER, SEVERABILITY AND EFFECTIVE DATE.

- A. Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.
- B. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Committee hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance.
- C. Effective Date. This Ordinance shall take effect upon proper passage in accordance with the law.

CHESTERFIELD TOWNSHIP COMMITTEE

Introduced: October 11, 2018

Adopted:

RECORD OF VOTE													
INTRODUCTION							ADOPTION						
TWP COMMITTEE	AYE	NAY	NV	AB	ORD	SEC	TWP COMMITTEE	AYE	NAY	NV	AB	ORD	SEC
S Davis	X						S Davis						
A Katz	X					X	A Katz						
D Koetas-Dale	X						D Koetas-Dale						
J Liedtka	X				X		J Liedtka						
R Romeu	X						R Romeu						
X – Indicates Vote NV – Not Voting AB – Absent ORD – Motion SEC - Seconded													

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## **RESOLUTIONS**

Ms. Koetas-Dale made a motion seconded by Ms. Katz to adopt Resolution 2018-10-6. All were in favor.

### **CHESTERFIELD TOWNSHIP**

#### **RESOLUTION 2018-10-5**

#### **RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF BORDENTOWN REGARDING A SHARED MUNICIPAL COURT**

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1, *et seq.*, municipalities may enter into Shared Services Agreement by Resolution with other municipalities for the joint provision within their several jurisdictions of any service which either Party to the Agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1(c), two or more municipalities, by Ordinance or Resolution, may agree to jointly provide for Courtrooms, chambers, equipment, supplies and employees for their Municipal Courts and may agree to appoint the same person as Judge and Administrator without establishing a joint Municipal Court; and

**WHEREAS**, the Township of Chesterfield is in need of establishing a relationship with another municipality for the provision of Municipal Court services; and

**WHEREAS**, the Township Committee of the Township of Chesterfield and the Township Committee of the Township of Bordentown Township have negotiated a Shared Services Agreement to provide for the operation of a Municipal Court to be utilized by all both municipalities; and

**WHEREAS**, the Township Committee of the Township of Chesterfield deems it to be in the best interests of all involved to authorize the execution of said Agreement in a form acceptable to the Committee, Solicitor and Clerk.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Chesterfield, County of Burlington, State of New Jersey that the Mayor and Township Clerk are hereby authorized and directed to execute their signatures upon the attached Shared Services Agreement for a shared Municipal Court with Bordentown Township pursuant to N.J.S.A. 2B:12-1(c) and N.J.S.A. 40:8A-1 *et seq.*

#### **AGREEMENT BETWEEN THE TOWNSHIP OF BORDENTOWN AND THE TOWNSHIP OF CHESTERFIELD FOR A SHARED MUNICIPAL COURT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of October 2018 by and between the Township of Bordentown, a Municipal Corporation of the State of New Jersey with offices located at 1 Municipal Drive, Bordentown, New Jersey 08505 (“Bordentown) and the

Township of Chesterfield with offices located at 295 Bordentown Chesterfield Road, Chesterfield, New Jersey 08515 (“Chesterfield”), (hereinafter collectively referred to as the “Municipalities” to establish a shared municipal court.

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

**WHEREAS, N.J.S.A. 2B:12-1 (c) et seq. authorizes the formation of a shared municipal court provided that an agreement is entered into by the participating municipalities and provided that such agreement is approved by and filed with the State of New Jersey Administrative Office of Courts and the Assignment Judge of the Superior Court of New Jersey of the Vicinage; and**

**WHEREAS, the Municipalities have determined it to be in their mutual best interest to provide for shared court facilities, personnel, and resources for use by their respective municipal courts with Bordentown to act as the lead agency; and**

**NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:**

**I. Scope of Services**

A. Bordentown agrees to provide those facilities and services necessary for the operation of a municipal court including but not limited to courtroom, chambers, office space, equipment, supplies and file storage and employees to serve as Chesterfield’s Municipal Court. Chesterfield shall compensate Bordentown for this shared service in accordance with the terms of this agreement.

B. Facilities. Bordentown and Chesterfield agree to utilize the existing Bordentown court facility located at 1 Municipal Drive, Bordentown, New Jersey for the conduct of all activities related to the operation of the Shared Municipal Court.

C. Municipal Court Judge. Bordentown shall consult with Chesterfield on the selection of one municipal court judge to serve both municipalities. Bordentown shall be responsible for the employment of the shared municipal court judge. However, in the event the municipalities are unable to agree, each municipality reserves the right to appoint its own judge. In that event, the cost sharing allocation shall be modified accordingly to reflect that each municipality shall be responsible for the compensation of its selected municipal court judge.

D. Municipal Prosecutor, Public Defender. Bordentown shall consult with Chesterfield on the selection of one municipal prosecutor and one public defender to serve both municipalities in which case the Prosecutor and Public Defender shall be employed by Bordentown. However, in the event the municipalities are unable to agree, each municipality

reserves the right to appoint its own professionals. In that event, the cost sharing allocation shall be modified accordingly to reflect that each municipality shall be responsible for the compensation of its selected professionals.

E. Court Administrator. Chesterfield agrees to utilize Bordentown's Court Administrator and Deputy Court Administrator for the shared Municipal Court. In the event a Court Administrator and/or Deputy Court Administrator must be appointed in the future, such appointment shall be in accordance with the process set forth in New Jersey Court Rule 1:34-3. Bordentown shall consult with Chesterfield on the selection of one Court Administrator and/or Deputy Court Administrator. Bordentown shall be responsible for the employment of the shared Court Administrator and/or Deputy Court Administrator. In the event the municipalities are unable to agree, each municipality reserves the right to appoint its own Court Administrator or Deputy Administrator. In that event, the cost sharing allocation shall be modified accordingly to reflect that each municipality shall be responsible for the compensation of its personnel.

F. Other Court Personnel. Bordentown shall provide and be responsible for the hiring and employment of all other court personnel. Current staffing includes one full-time Court Clerk and two part-time Court Clerks as well as Security Personnel. Chesterfield may opt to have a Court Liaison attend its court sessions at its sole expense.

**G. Shared Municipal Court Services Advisory Committee ("SMCSAC") There shall be a Joint Municipal Court Committee made up of two (2) representatives from each Municipality including the Township Administrator and a member of the governing body. The SMCSAC shall meet at such times as deemed necessary but in no event less than two times per year. The Parties agree to meet at least annually to discuss the provision of the Services under this Agreement, the costs associated with the same, and any other matters that are relevant to the within Agreement. The first meeting shall be held in January of each year. At that meeting, a budget will be mutually agreed upon based upon the budget approved by the Vicinage Assignment Judge pursuant to NJ Court Rules. The second meeting will be held after the Vicinage's fiscal year statistics are published to the municipalities. The Vicinage Municipal Division shall be apprised of the meeting dates so that applicable updates can be provided to both municipalities.**

H. Assignment of duties and administration of the functions of the Shared Municipal Court shall be made by the Municipal Court Judge(s) in compliance with the Rules of Court and the policies and directives of the Administrative Director of the Courts. Pursuant to NJ Court Rules 1:30-3, Shared Municipal Court sessions and the hours of the Court Administrator shall be established in consultation with the Municipal Court Judge(s) subject to the review of the Vicinage Assignment Judge and approval of the Vicinage Municipal Division.

I. Bordentown shall ensure that the compensation of any Shared Municipal Court Judge, Shared Municipal Prosecutors and Public Defenders, shared Court Administrators and all

other court personnel shall be fixed by a salary ordinance, professional service contract, or collective negotiation agreement in accordance with all applicable federal, state and local laws as well as any related approvals necessary from the Administrative Office of the Courts (“AOC”).

J. Bordentown and Chesterfield mutually agree that the Shared Municipal Court, the Shared Municipal Court Judge(s) and other personnel thereof, shall possess and exercise all functions, powers, duties and jurisdiction of a municipal court prescribed in N.J.S.A. 2B:12-1 et seq., as amended or supplemented. Bordentown and Chesterfield shall each have the responsibility to ensure that all standards are met by each of their respective employees and/or appointees regarding the level and quality of performance required of each such employee and/or appointee.

K. The identities of the individual courts shall continue to be expressed in the captions of orders or process. Records, revenues, fees, Public Defender funds collected pursuant to N.J.S.A. 2B:24-17, and fines shall be administered, reported, deposited and audited separately by each municipality.

L. Accounting. Accounting and records maintenance shall be the responsibility of each municipality.

## **II. Services to be Provided by Chesterfield**

A. Prisoner Transportation. Chesterfield shall be responsible for the transport of all persons held in custody on warrants or summons and sentencing emanating from Chesterfield. Bordentown shall permit the temporary use of custodial facilities while court is in session at a fee set forth in Exhibit A.

B. Court Liaison. Chesterfield may provide a court liaison to oversee and manage Chesterfield’s cases. In the event Chesterfield's liaison is not available for court session; the Municipal Prosecutor shall have the authority to resolve cases pursuant to applicable rules.

C. Chesterfield will be responsible for transporting bail, tickets, cases and relevant information on a daily basis by noon to the Shared Municipal Court facility.

**D. Chesterfield shall initially furnish two (2) copies of the Chesterfield Municipal Code with ongoing supplements, as soon as practicable but no later than 72 hours after a passage of new or revised ordinances. One copy is to be sent to the Municipal Court Administrator and the second copy is to be sent to the Municipal Prosecutor.**

**E. One month before the effective date of the Shared Municipal Court, Chesterfield shall:**

**a) Update its municipal website, modify municipal signs regarding the closure of its existing facility and the relocation of the municipal court;**

**b) Provide customers with the location, court hours, directions, telephone/fax numbers, emails, etc. of the Shared Municipal Court.**

### **III. Allocation and Payment of Costs**

**A. The parties have established a Shared Court budget based on historical court data from the two municipalities. Costs shall be allocated based on percentage of case volume. The percentage of contributions for the operational budget for the Shared Court shall initially be allocated with Chesterfield contributing twenty-two (22%) percent and Bordentown contributing seventy-eight (78%) percent to the Shared Municipal Court budget for the first three years of the Shared Court operation (2019-2021.) The allocation will be re-calculated with the close of the judiciary's 2021 fiscal year case statistics in August of 2021. At that time, the two parties will mutually agree to a fair and equitable cost sharing based on the actual caseloads for the calendar year 2022. Should additional costs, unanticipated at the time of execution of this Agreement, be incurred within the first three years of operation of the Shared Court, the parties agree that such costs shall be paid in accordance with the above allocation.**

**B. Chesterfield agrees to pay Bordentown its portion of the actual costs of the Shared Court for the preceding quarter, so long as such costs are equal to or less than the estimated quarterly costs under the Shared Court budget.**

**C. Chesterfield and Bordentown agree to split equally any costs incurred by Bordentown on a one-time basis to set up the shared court, which costs shall be agreed to in advance by the parties. This shared cost agreement will not exceed an aggregate of \$10,000. Any and all future operational expenditures needed will be part of the annual budget discussions held in January. The foregoing notwithstanding, Chesterfield will not be required to contribute toward any physical improvements such as renovations to the building, the courtroom, or associated facilities.**

**IV. Term** The Shared Municipal Court shall become effective and commence on December 1, 2018 or as soon thereafter as is approved by the Vicinage Assignment Judge and shall continue for an additional four (4) year period unless terminated prior to renewal. Either Chesterfield or Bordentown may terminate this agreement at any time by giving the other party twelve (12) months' written notice and by adoption of Resolution providing for the withdrawal, which may be at any time prior to or after giving of such notice.

### **V. Insurance and Indemnification**

A. Insurance. It is recognized and understood that Bordentown and Chesterfield each participate in the Burlington County Municipal Joint Insurance Fund ("BCM-JIF"). Final approval of this Agreement by the Parties is subject to each obtaining insurance coverage satisfactory to the respective BCM-JIF. Each municipality agrees to name the other as an additional insured party on any insurance policies that it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and worker's compensation, with limits and deductibles as mutually agreed upon. Each municipality shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event that either municipality ceases to participate in the BCM-JIF, then such party shall provide alternative insurance comparable to the BCM-JIF and subject to the reasonable approval of the other party.

**B. Hold Harmless/Indemnification**

1) Each party shall defend, hold harmless and indemnify the other, its officers, employees and agents, from and against any and all fines, claims and losses, of whatever nature or type, arising out of or in connection with the provision of the Services under this Agreement to the extent permitted by law. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of the parties that each municipality shall be responsible for providing workers compensation benefits to its own employees and that each municipality shall defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of either municipality's officers, employees or agents.

2) Each party shall notify the other if any event occurs which requires, or which may require defense and/or indemnification under this Agreement, and shall provide the other with legal counsel satisfactory to that Township, which consent shall not be unreasonably withheld, to defend against any such claim or proceeding which may be brought the other, its officers, employees and agents, to whom this Section applies. The indemnifying party shall pay, satisfy and discharge any judgment, settlement, compromise, order, or decree, which may be recovered against the other, its officers, employees and agents, to whom this Section applies. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of the parties that each municipality shall be responsible for providing workers compensation benefits to its own employees and that each municipality would defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of any municipal officers, employees or agents.

**VI. Miscellaneous**

A. This Agreement will become effective only after a Resolution duly adopted by the governing bodies of the municipalities of Bordentown and Chesterfield have been passed and are effective in authoring the establishment of a Shared Municipal Court and the entering into of this agreement and with the filing of this agreement together with copies of the authorizing ordinances of the municipalities with the Director of the Administrative Office of the Courts and the Assignment Judge of Vicinage 3.

- B. Notices Any notices with respect to this agreement shall be sent as follows:
- a. Township of Chesterfield
  - b. Township of Bordentown
  - c. Administrative Director of the Courts, Municipal Court Services, Hughes Justice Complex, 25 W. Market Street, P.O. Box 037, Trenton, NJ 08625.
  - d. Assignment Judge - Vicinage 3, 49 Rancocas Road, Mount Holly, NJ 08060
  - e. Municipal Division Manager, Superior Court of New Jersey,

C. Choice of Law Any dispute arising 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.

D. Entire Agreement This Agreement sets forth the entire understanding of the Parties. The provisions of this Agreement shall be subject to modification from time to time and may be amended by the parties by mutual agreement, including passing of duplicate resolutions or ordinances when necessary by the respective municipalities. Any and all amendments to this agreement are subject to the approval of the Vicinage 3 Assignment Judge and the Administrative Office of the Courts.

E. 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, by any court of competent jurisdiction, the rest of this Agreement shall nevertheless remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned representatives for the Municipalities do represent with their signatures that the Municipal entity for which they are an elected or appointed official has duly adopted this Agreement pursuant to a valid Resolution establishing the Shared Municipal Court and approving this Agreement.

ATTEST:

**TOWNSHIP OF BORDENTOWN**

\_\_\_\_\_  
Cindy Dziura, Deputy Clerk

By: \_\_\_\_\_  
Honorable Steve Benowitz

ATTEST:

**TOWNSHIP OF CHESTERFIELD**

\_\_\_\_\_  
Caryn M. Hoyer, RMC  
Township Clerk

By: \_\_\_\_\_  
Honorable Rita Romeu, Mayor

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Mr. Liedtka made a motion seconded by Ms. Koetas-Dale to adopt Resolution 2018-10-6. All were in favor.

**TOWNSHIP OF CHESTERFIELD
RESOLUTION 2018-10-6**

**RESOLUTION APPOINTING MORRIS HODSON III
TO THE POSITION OF PUBLIC WORKS LABORER**

WHEREAS, Nicholas Pica resigned from his position as Public Works Laborer/Road Worker effective August 24, 2018; and

WHEREAS, it has been determined by the Township Committee that it is necessary to fill this vacancy,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Chesterfield in the County of Burlington and State of New Jersey that Morris Hodson III be appointed as Public Works Laborer for the Township of Chesterfield, effective October 29, 2018 at an annual salary of \$31,200 in accordance with the Township Salary Ordinance.

BE IT FURTHER RESOLVED that this appointment is conditioned upon a twelve month probationary period; and

BE IT FURTHER RESOLVED that this appointment is also conditioned upon the employee successfully obtaining a Commercial Driver’s License by May 1, 2019 after which his salary may be adjusted accordingly.

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Ms. Koetas-Dale made a motion seconded by Ms. Katz to adopt Resolution 2018-10-7. All were in favor.

**TOWNSHIP OF CHESTERFIELD  
RESOLUTION 2018-10-7**

**RESOLUTION AMENDING RESOLUTION 2018-1-3 AUTHORIZING HOLIDAY SCHEDULE FOR NON-UNION EMPLOYEES OF CHESTERFIELD TOWNSHIP FOR DECEMBER 2018**

**BE IT RESOLVED** by the Township Committee of the Township of Chesterfield in the County of Burlington and State of New Jersey that the following holiday schedule will be observed by non-union employees of Chesterfield Township and the Municipal Building will be closed to the public on these days:

|           |             |                            |
|-----------|-------------|----------------------------|
| Monday    | January 1   | New Year's Day             |
| Monday    | January 15  | Martin Luther King Jr. Day |
| Monday    | February 19 | President's Day            |
| Friday    | March 30    | Good Friday                |
| Monday    | May 28      | Memorial Day               |
| Wednesday | July 4      | Independence Day           |
| Monday    | September 3 | Labor Day                  |
| Monday    | October 8   | Columbus Day               |
| Monday    | November 12 | Veterans Day               |
| Thursday  | November 22 | Thanksgiving               |
| Friday    | November 23 | Day after Thanksgiving     |
| Monday    | December 24 | Day before Christmas       |
| Tuesday   | December 25 | Christmas Day              |

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Mr. Liedtka made a motion seconded by Ms. Koetas-Dale to adopt Resolution 2018-10-8. All were in favor.

**TOWNSHIP OF CHESTERFIELD
RESOLUTION NO. 2018-10-8**

**RESOLUTION AUTHORIZING CHANGE ORDER #1 FOR
HARKER ROAD PHASE I IMPROVEMENTS PROJECT
AWARDED TO ARAWAK PAVING COMPANY**

WHEREAS, The Township of Chesterfield awarded a contract to Arawak Paving Company for the Harker Road Phase I Improvements Project; and

WHEREAS, the Contractor has provided a change order for an increase of \$9,068.80 to reflect the actual constructed quantities and additional striping work for crosswalks and intersection markings; and

WHEREAS, the Township Engineer has reviewed and recommends approval of Change Order # 1;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Chesterfield hereby approves Change Order #1 and consequently amends the contract with Arawak Paving Company to a revised contract amount of \$174,468.80.

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Ms. Koetas-Dale made a motion seconded by Ms. Katz to adopt Resolution 2018-10-9. All were in favor.

**TOWNSHIP OF CHESTERFIELD  
RESOLUTION 2018-10-9**

**RESOLUTION APPOINTING ANTHONY SEMUS AS  
HUMANE LAW ENFORCEMENT OFFICER**

**WHEREAS**, pursuant to P. L. 2017, c.331 (C.4:22-14.1 et al.), each municipality in New Jersey shall appoint a Humane Law Enforcement Officer (HLEO); and

**WHEREAS**, the HLEO shall enforce all animal welfare and animal cruelty laws of the State and ordinances of the municipality; and

**WHEREAS**, the HLEO shall investigate and sign complaints concerning any violation of animal welfare and animal cruelty laws of the State and ordinances of the municipality; and

**WHEREAS**, the HLEO shall abide by the provisions of Chapter 22 of Title 4 of the Revised Statutes; and

**WHEREAS**, Chief Kyle Wilson recommends appointing Anthony Semus to this position.

**NOW THEREFORE BE IT RESOLVED** that the Township Committee of the Township of Chesterfield, County of Burlington, State of New Jersey hereby appoints Anthony Semus as the Humane Law Enforcement Officer at no additional compensation.

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Ms. Katz made a motion seconded by Ms. Koetas-Dale to adopt Resolution 2018-10-10. All were in favor.

**TOWNSHIP OF CHESTERFIELD
RESOLUTION 2018-10-10**

**RESOLUTION AMENDING THE TOWNSHIP OF CHESTERFIELD
PERSONNEL AND EMPLOYEE MANUAL**

WHEREAS, the Township Committee for the Township of Chesterfield adopted an Employee Manual by Resolution 2012-5-7 on May 26, 2016, which has been amended from time to time; and

WHEREAS, the employment law has some changes that went into effect over the last year; and

WHEREAS, the Township Administrator position replaced the Operations Manager position which is referenced in the Personnel and Employee Manual; and

WHEREAS, in order to effectuate the changes in the employment laws and creation of the Township Administrator position and removing Operations Manager, certain policies in the Employee Handbook required revision; and

WHEREAS, the Township Committee determined that it is in the best interest of the Township, its employees and the public to make said revisions to the manual.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Chesterfield, County of Burlington, State of New Jersey that the Personnel and Employee Manual, a copy of which is attached hereto, is hereby adopted as amended.

BE IT FURTHER RESOLVED that a copy of the Policy shall be distributed to all Township employees and officials.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

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Mr. Liedtka made a motion seconded by Ms. Katz to adopt Resolution 2018-10-11. All were in favor.

**TOWNSHIP OF CHESTERFIELD  
RESOLUTION NO. 2018-10-11**

**RESOLUTION CERTIFYING COMPLIANCE WITH THE UNITED STATES  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S ENFORCEMENT  
GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION  
RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII  
OF THE CIVIL RIGHTS ACT OF "1964"**

**WHEREAS**, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. §2000e et seq., (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

**WHEREAS**, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced the group affidavit form of the governing body attached hereto; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Chesterfield in the County of Burlington and State of New Jersey hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evident of said compliance.

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Ms. Koetas-Dale made a motion seconded by Ms. Katz to adopt Resolution 2018-10-12. All were in favor.

**TOWNSHIP OF CHESTERFIELD
RESOLUTION 2018-10-12**

**RESOLUTION TO CANCEL TAXES DUE TO VETERAN EXEMPTION
FOR 63 RECKLESSTOWN WAY KNOWN AS BLOCK 202.17 LOT 2
AND AUTHORIZE REFUND OVERPAYMENT**

WHEREAS, N.J.S.A. 54:4-3.30A allows for the exemption from taxation from real and personal property for any citizen and resident of the State who has a total or 100% permanent disability as defined by this statute; and

WHEREAS, Joseph DeMayo and Lisa M. Cruz own the property located at 63 Recklesstown Way, known as Block 202.17 Lot 2 and recorded in deed dated July 25, 2018; and

WHEREAS, Joseph DeMayo is a 100% disabled Veteran; and

WHEREAS, Mr. DeMayo has completed form D.V.S.S.E. and provided the documentary proofs required to the Tax Assessor; and

WHEREAS, the Tax Assessor has reviewed and approved the Veteran Exemption effective July 25, 2018;

NOW THEREFORE BE IT RESOLVED, that the Township Committee of the Township of Chesterfield, County of Burlington, State of New Jersey, hereby approves the veteran exemption on Block 202.17 Lot 2 effective July 25, 2018 and thereafter.

BE IT FURTHER RESOLVED, that the Tax Collector is hereby authorized to cancel 2018 taxes in the amount of \$5,175.55 and issue refund of \$5,175.55 in overpayments created by the veteran exemption.

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### **Payment of Bills**

Mr. Liedtka made a motion seconded by Ms. Katz to approve the bill list. All were in favor.

### **Discussion**

#### **Farmland Preservation:**

Ms. Hoyer spoke to the Township Committee about a letter from Burlington County asking the Committee for their support regarding their list of targeted properties. Ms. Hoyer reminded the committee that last year they were concerned it would take away the need for TDR which the Township need in order to complete the development. 126 credit are currently need to complete the development said Ms. Hoyer. The County is asking that we respond by tomorrow on if we have any issues with the targeted properties on their list. The Committee asked Ms. Hoyer to reach out to the County and ask for an extension. She agreed.

#### **Best Practices:**

Chief Wilson spoke to the Committee about this year's "Best Practice Inventory" and told them that the Township has met all of our criteria in order to qualify for State Aid this year. The Committee will get a copy of the Best Practice list at the next meeting.

### **LOSAP**

Due to EMS being disbanded there is aproximetly \$14,000 in the LOSAP account. Chief Wilson said that there are two ways to disperse the money. The money can either come back to the Township and be deposited into the General Fund or given to the volunteers that are vested. Chief Wilson suggested that the money come back to the Township. A resolution will be on for the next meeting.

### Recreation Building Hours:

Currently there are no specific hours of operation for the Recreation Building listed in the ordinance. Chief Wilson asked the Committee if they are fine with the ordinance remaining that way as long as the Recreation Director continues to issue users a permit and is aware of the hours that the building is being used. The ordinance already by permit the hours can be extended as needed. Ms. Koetas-Dale asked if there have been any problems or complaints about the Recreation Building. Ms. Fryc replied no. The Township Committee agreed to keep the ordinance as is.

### Recreation Mailing:

Ms. Katz and Ms. Koetas-Dale put together a survey to mail out to the community regarding recreation in order to come up with a short and long plan. They are planning to send it out next week along with a "snow letter". Chief Wilson reminded the Committee that we only budgeted for (2) mailings this year which we have already done. Therefore, we have to wait until the next meeting in order to get approval to transfer money for another mailing. The Committee agreed.

### Air Testing and Health Assessment:

Mayor Romeu updated the Township Committee on the status on the Compressor Station/Pipeline Task Force. She said they have identified 8 areas for the baseline air testing and will be placing the testers at those sights in the next week. Baseline water testing will start in November. They plan to test the stream right behind the compressor station. Mayor Romeu thanked everyone on the task force committee.

### Sewer Billing

Ms. Hoyer stated that the 3<sup>rd</sup> quarter sewer billing was delayed due to the conversion to usage based billing. 3<sup>rd</sup> Quarter billing is going out early next week as the \$91 flat fee. Beginning with the 4<sup>th</sup> Quarter 2018 everyone will be billed based on their water usage provided by Aqua NJ for that quarter. The first quarter will be billed based on your water usage for the quarter. The 2<sup>nd</sup> quarter will be billed based on the average usage for the 4<sup>th</sup> & 1<sup>st</sup> quarters. Residents will be billed \$70 for the first 10,000 gallons and \$5.25 for each 1,000 gallons above 10,000 gallons. The same billing will also happen for the 3<sup>rd</sup> quarter billing. 2<sup>nd</sup> and 3<sup>rd</sup> quarter billing will be the same amount. Ms. Hoyer said we are using this method to avoid the high spring and summer month water usage associated with lawn irrigation and pools.

### **Comments to the Public and Committee**

Ms. Katz made a motion to open to public seconded by Ms. Koetas-Dale. All were in favor.

Jay Shah from 11 Thorn Lane thanked the Township Committee for including the school in the baseline air testing. He asked what is the status for the street light on Thorn

Lane. Mr. Hirsh said that he has not yet gotten a response back from Traditions. He will reach out again.

Henry Krzewinski from 10 Front Street asked what will be the base rate for sewer. Ms. Hoyer explained to Mr. Krzewinski how we will bill sewer starting in 4<sup>th</sup> quarter.

Tom Flaherty from 151 Chesterfield-Georgetown Road asked if there was any thought to put TDR signage on TDR property just as the County does for Farm Preservation. Mayor Romeu said that the Township Committee will discuss it. Ms. Katz will get a price for a sign.

Shreekant Dhopte from 18 Donlonton Circle congratulated Chief Wilson on the saving for the town with the change in municipal courts. He asked if the services are the same. Chief Wilson said that the services will actually will be benefiting from a bigger and better staff.

Mr. Dhopte stated that the new sewer billing process is too confusing and is sending conflicting messages to the residents. He believes there needs to be better communication.

Mr. Dhopte reported that there is no light on the bridge near Preservation and it is very dark there. Mr. Hirsh will do a night light meter test.

Hearing no further comments, Mr. Liedtka made a motion seconded by Ms. Koetas-Dale to go into Executive Session at 8:32 PM in order to talk about labor negotiations. No action will take place. All were in favor.

### **RESOLUTION 2018-10-13**

#### **A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12**

**WHEREAS, the Township Committee of the Township of Chesterfield is subject to certain requirements of the Open Public Meetings Act, NJSA 10:4-6, et. seq.; and**

**WHEREAS, the Open Public Meetings Act, NJSA 10:4-12 provides that an Executive Session not open to the public may be held for certain specified purposes when authorized by Resolution; and**

**WHEREAS, it is necessary for the Township Committee of the Township of Chesterfield to discuss, in a session not open to the public, certain matters relating to the item or items authorized by Resolution; and**

**WHEREAS, it is necessary for the Township Committee of the Township of Chesterfield to discuss, in a session not open to the public, certain matters relating to the item or items authorized by NJSA 10:4-12b and designated below:**

Matters required by law to be confidential.

Matters where the release of information would impair the right to receive funds.

- Matters involving individual privacy.
- Matters relating to collective bargaining agreements.
- Matters relating to the purchase, lease, or acquisition of real property or the investment of public funds.
- Matters relating to public safety and property.
- Matters relating to litigation, negotiations and the attorney-client privilege.
- Matters relating to the employment relationship.
- Matters relating to the potential imposition of a penalty.
- Matters relating to deliberations on administrative and/or quasi-judicial matters.
- Matters relating to contact negotiations.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Chesterfield, assembled in public session on October 25, 2018 that an Executive Session closed to the public shall be held at 8:32 PM in the Chesterfield Township Municipal Building for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Committee that the public interest will no longer be served by such confidentiality.

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Returned to regular session at 8:56 pm.

With no further comment Ms. Katz made a motion seconded by Mr. Liedtka to adjourn the meeting. All were in favor. The meeting adjourned at 8:57 PM

Respectfully submitted,

Rachel Fryc, RMC
Deputy Municipal Clerk