



**STILLWATER TOWNSHIP
TOWNSHIP COMMITTEE MEETING
AGENDA**

TUESDAY, February 1, 2022

Regular Meeting: 7:00 P.M.

Zoom Link: <https://us02web.zoom.us/j/85186587255>

OPENING STATEMENT: Adequate notice of this meeting has been provided according to the Open Public Meetings Act, Assembly Bill 1030. Notice of this meeting was included in the Annual Meeting Notice to the public and sent to the press on January 5, 2022 and placed on the Official Bulletin Board at the Municipal Building, posted on the official Stillwater Website and Face Book page.

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

FLAG SALUTE

MINUTES: December 21, 2021 Regular Session Minutes

Motion/2nd _____ / _____

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

REPORTS: Zoning Officer Report 4th quarter 2021
Fire Department Report for December 2021
DPW Report for December 2021

Motion/2nd _____ / _____

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

BILLS LIST #2: \$920,731.16

RESOLUTION 2022-034 Authorizing Payment of Bills

Motion/2nd _____ / _____

ROLL CALL: **ROLL CALL:** Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

AMENDMENTS TO AGENDA

OPEN PUBLIC SESSION

OLD BUSINESS:

Update on 992 Fairview Lake Road (Block 2401 Lot 37)

RESOLUTION 2022-026 Awarding Contract for LSRP and Preparation of Preliminary Assessment of
992 Fairview Lake Road

Motion/2nd _____ / _____

ROLL CALL: **Barta** ☐ **Rumsey** ☐ **Chammings** ☐ **Fisher** ☐ **Scott** ☐

ORDINANCE 2022-01 CALENDAR YEAR 2022 ORDINANCE OF THE TOWNSHIP OF
STILLWATER, COUNTY OF SUSSEX, NJ TO EXCEED THE
MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH
A CAP BANK (N.J.S.A. 40A: 4-45.14) Public Hearing and Adoption

Motion/2nd _____ / _____

ROLL CALL: **Barta** ☐ **Rumsey** ☐ **Chammings** ☐ **Fisher** ☐ **Scott** ☐

ORDINANCE 2022-02 Authorizing the Public Sale of Real Property to Contiguous Property owners
Pursuant to N.J.S.A. 40A:12-139(b)(5). Public Hearing and Adoption

Motion/2nd _____ / _____

ROLL CALL: **Barta** ☐ **Rumsey** ☐ **Chammings** ☐ **Fisher** ☐ **Scott** ☐

ORDINANCE 2022-03 Fixing Salaries and Wages of Officers and Employees of the Township of
Stillwater, County of Sussex and State of New Jersey for the Year 2022
Public Hearing and Adoption

Motion/2nd _____ / _____

ROLL CALL: **Barta** ☐ **Rumsey** ☐ **Chammings** ☐ **Fisher** ☐ **Scott** ☐

ORDINANCE 2022-04 Amending Chapter 195 Entitled “Fire Prevention” of the Code of the
Township of Stillwater to Require certain structures to have a key lock box
installed on the exterior of the structure. Public Hearing and Adoption

Motion/2nd _____ / _____

ROLL CALL: **Barta** ☐ **Rumsey** ☐ **Chammings** ☐ **Fisher** ☐ **Scott** ☐

NEW BUSINESS:

**ORDINANCE 2022-05 VESTING POWERS OF THE STILLWATER TOWNSHIP ZONING
BOARD OF ADJUSTMENT IN THE STILLWATER TOWNSHIP
PLANNING BOARD – Introduction [Public Hearing and Adoption
2/15/2022]**

Motion/2nd _____ / _____

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

RESOLUTION 2022-035 Authorizing Payment of Redemption Block 202 Lot 3

Motion/2nd _____ / _____

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

**RESOLUTION 2022-036 Awarding Contract for E-Mail, Facebook and Zoom meeting Archive and
Retention Services**

Motion/2nd _____ / _____

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

RESOLUTION 2022-037 Awarding Contract for Green Dog Inn for Dog Pound Services

Motion/2nd _____ / _____

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

RESOLUTION 2022-038 Cancelling General Capital Balances

Motion/2nd _____ / _____

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

**RESOLUTION 2022-039 Mayor's Acceptance of the Resignation of Alicia Gardner as Member of the
Stillwater Recreation Commission with Committee Concurrence**

Motion/2nd _____ / _____

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

DISCUSSION ITEMS:

Alarm System for Community Center

Code Review

Possible REM Foreclosure list

Community Center

OPEN PUBLIC SESSION

ATTORNEY'S REPORT

ADJ OURNMENT

Move____/Second____

ROLL CALL: Barta ☐ Rumsey ☐ Chammings ☐ Fisher ☐ Scott ☐

STILLWATER TOWNSHIP MANUAL/REGULAR BILL LIST				
FOR MEETING DATED 2/1/2022 - BILLS LIST #2				
Account	Date	Check #	Payee	Amount
Current				
	1/18/22	WIRE	SPECIAL TRUST	\$ 14,000.00
	1/25/22	WIRE	STILLWATER TWP PAYROLL AGENCY	\$ 47,640.67
			Subtotal of Fund	\$ 61,640.67
General Capital				
			Subtotal of Fund	\$ -
Dog Account				
			Subtotal of Fund	\$ -
Net Payroll				
				\$ -
			Subtotal of Fund	\$ -
Payroll Salary Agency				
	1/14/22	WIRE	PRUDENTIAL	\$ 96.74
	1/25/22	3176	NATIONWIDE	\$ 98.00
	1/25/22	3177	NJ FAMILY SUPPORT	\$ 178.15
	1/25/22	3178	TEAMSTERS	\$ 190.00
	1/25/22	WIRE	STILLWATER TWP PAYROLL ACCT	\$ 31,473.92
	1/25/22	WIRE	CURRENT FUND - SHBP	\$ 2,916.04
	1/26/22	WIRE	IRS	\$ 10,122.72
	1/26/22	WIRE	STATE OF NJ - GIT	\$ 949.67
	1/25/22	WIRE	PENNSYLVANIA DEPT OF REVENUE	\$ 215.20
	1/26/22	WIRE	PERS	\$ 4,465.34
			Subtotal of Fund	\$ 50,705.78
Recreation Trust				
			Subtotal of Fund	\$ -
			Grand Total All Manual Checks Issued:	\$ 112,346.45
GRAND TOTAL OF BILLS				\$ 920,731.16

List of Bills - (0110101000001) Cash - Current CURRENT FUND

Check#	Vendor	Description	Payment	Check Total
27781	34 - AIRGAS USA, LLC	PO 12220 INV# 9985003953 12/31/21	16.50	16.50
27782	38 - ALLIED OIL	PO 12213 INV# 16682337 ACCT# 824177 DIESEL 1/6	532.14	
		PO 12238 INV# 6721415 ACCT# 824177 DIESEL 1/13	905.88	1,438.02
27783	40 - AMERIGAS	PO 12235 INV# 3131441465 PROPANE 1/10/2022	1,041.54	1,041.54
27784	323 - BETH BARILE	PO 12192 MEDICARE PART B PREMIUM - 2022 MONTHLY P	238.10	238.10
27785	323 - BETH BARILE	PO 12193 MEDICARE PART B PREMIUM - 2022 MONTHLY P	238.10	238.10
27786	117 - CAMPBELL SUPPLY COMPANY OF SUSSEX COUNTY	PO 12224 INV# C005051721:01 - VEHICLE MAINTENANCE	107.39	
		PO 12248 INV# C005051923:01 - VEHICLE MAINTENANCE	65.05	172.44
27787	70 - DOLAN AND DOLAN PA	PO 12236 STMT# 943185 - PB LEGAL SERVICES - GENER	341.80	341.80
27788	28 - FINCH FUEL OIL CO., INC.	PO 12233 INV# 61332 ACCT# 1881-03; INV# 61333 ACC	529.89	529.89
27789	26 - GOLDEN & MORAN ENGINEERING	PO 12067 INV# 3458 - PB ENGINEERING SERVICES - GE	165.00	165.00
27790	3 - Kittatinny Regional High School BOE	PO 12254 REGIONAL SCHOOL TAX LEVY - FEBRUARY 2022	405,547.50	405,547.50
27791	86 - MICROSYSTEMS-NJ.COM, LLC	PO 12199 ORDER - TAX ASSESSOR FORMS	1,557.54	1,557.54
27792	910 - MUNCO	PO 12183 2022 MEMBERSHIP DUES	75.00	75.00
27793	909 - NIELSEN FORD	PO 12247 INV# FOC222057 - VEHICLE MAINTENANCE	221.42	221.42
27794	52 - NORTH EAST PARTS GROUP, LLC	PO 12223 INV# 211109 - VEHICLE MAINTENANC; DEPT S	291.14	291.14
27795	43 - QUILL.COM	PO 12204 ORDER# 99439522 - OFFICE SUPPLIES	156.14	156.14
27796	76 - R & L DATA CENTERS INCORPORATED	PO 12206 INV# 105206 - PAYROLL SERVICES - DECEMBE	536.40	536.40
27797	607 - ROBERT PASTOR	PO 12196 MEDICARE PART B PREMIUM - 2022 MONTHLY P	170.10	170.10
27798	90 - SCMUA-SUSSEX CTY MUNIC UTIL'S AUTH	PO 12221 INV# 2850 - SOLID WASTE DISP; COMINGLED	973.97	
		PO 12239 INV# 2881 - SOLID WASTE DISP; COMINGLED	619.20	1,593.17
27799	266 - SHARON SUTTON	PO 12197 MEDICARE PART B PREMIUM - 2022 MONTHLY P	170.10	170.10
27800	266 - SHARON SUTTON	PO 12198 MEDICARE PART B PREMIUM - 2022 MONTHLY P	170.10	170.10
27801	6 - STILLWATER TOWNSHIP BOE	PO 12253 LOCAL SCHOOL DISTRICT TAX LEVY - FEBRUAR	384,224.50	384,224.50
27802	427 - TIRE KING	PO 12246 INV# 3446 - VEHICLE MAINTENANCE	69.00	69.00
27803	156 - TRACTOR SUPPLY COMPANY	PO 12222 TICKET# 675793 - VEHICLE MAINTENANCE; TO	210.88	210.88
27804	317 - TREAS-STATE OF NJ-MARRIAGE LIC	PO 12241 4TH QTR 2021 - MARRIAGE LICENSES	25.00	25.00
27805	374 - TREASURER,STATE OF NJ - DCA FEES	PO 12245 4TH QTR 2021 - DCA QUARTERLY FEES	1,420.00	1,420.00
27806	1146 - US BANK CUST PC8 FIRST TRUST	PO 12237 REDEMPTION OF LIEN B 202 L 3 PER RESO# 2	6,963.53	6,963.53
27807	103 - WELDON QUARRY CO., LLC	PO 12214 INV# 2040463 - ASPHALT	568.00	568.00
TOTAL				808,150.91

List of Bills - (0410101000001) Cash - General Capital General Capital

Check#	Vendor	Description	Payment	Check Total
596	126 - VAN CLEEF ENGINEERING ASSOC, LLC	PO 11770 PROPOSAL - OLD FOUNDRY PHASE II - MA 202	130.00	130.00
TOTAL				130.00

List of Bills - (7510101000001) Recycling Trust - CASH RECYCLING TRUST ACCOUNT

Check#	Vendor	Description	Payment	Check Total
597	90 - SCMUA-SUSSEX CTY MUNIC UTIL'S AUTH	PO 12221 INV# 2850 - SOLID WASTE DISP; COMINGLED	31.00	
		PO 12239 INV# 2881 - SOLID WASTE DISP; COMINGLED	72.80	103.80
TOTAL				103.80

**STILLWATER TOWNSHIP
SUSSEX COUNTY, NEW JERSEY
RESOLUTION 2022-034**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF STILLWATER AUTHORIZING PAYMENT
OF BILLS**

WHEREAS, the Chief Finance Officer has certified that funds are available in the proper account; and

WHEREAS, the Chief Finance Officer has approved payment upon certification from the Township Department Heads that the goods and/or services have been rendered to the Township;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Stillwater that the current bill lists, dated February 1, 2022 and on file and available for public inspection in the Office of the Chief Finance Officer and approved by the Chief Finance Officer for payment, be paid.

CERTIFICATION

I hereby certify that the above Resolution was adopted by the Township Committee at their regular meeting held February 1, 2022, at the Stillwater Township Municipal Building, 964 Stillwater Road, Stillwater, Sussex County, New Jersey.

Lynda Knott, RMC
Township Clerk

**STILLWATER TOWNSHIP
SUSSEX COUNTY, NEW JERSEY
RESOLUTION 2022-026**

**RESOLUTION AWARDING CONTRACT FOR LSRP AND PREPARATION OF
PRELIMINARY ASSESSMENT OF 992 FAIRVIEW LAKE ROAD
(BLOCK 2401 LOT 37) IN STILLWATER TOWNSHIP**

WHEREAS, the Township of Stillwater requires the services of a Licensed Site Remediation Professional to prepare a preliminary assessment for 992 Fairview Lake Road (Block 2401 Lot 37) in Stillwater Township; and

WHEREAS, the Scope of Work is dependent on possible unforeseen Site conditions and volume of historical reports and data the prices received are for an initial estimated budget; and

WHEREAS, the Township received three (3) proposals: \$5,867.50 from ADR Environmental, \$9,500 from TRC Environmental Corporation and \$25,500 from Allied Service; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Stillwater that the Township does hereby award the contract to retain an LSRP and have the preliminary assessment prepared for 992 Fairview Lake Road (Block 2401 Lot 37) in an initial amount of \$ _____ ; and

BE IT FURTHER RESOLVED that the award of this contract is subject to certification of the availability of funds by the Township's Chief Financial Officer.

CERTIFICATION

I hereby certify this is a true copy of the Resolution adopted by the Township Committee of Stillwater Township on February 1, 2022.

Lynda Knott, RMC
Township Clerk

ORDINANCE 2022-01

**CALENDAR YEAR 2022 ORDINANCE OF THE TOWNSHIP OF STILLWATER,
COUNTY OF SUSSEX, NJ TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Committee of the Township of Stillwater in the County of Sussex finds it advisable and necessary to increase its CY 2022 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township Committee hereby determines that a 1.0% increase in the budget for said year, amounting to \$24,991.89 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Township Committee hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Committee of the Township of Stillwater, in the County of Sussex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the Township of Stillwater shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$87,471.62, and that the CY 2022 municipal budget for the Township of Stillwater be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

**TOWNSHIP COMMITTEE
OF STILLWATER TOWNSHIP**

ATTEST:

Lynda Knott, Township Clerk

George Scott, Mayor

DATED: Introduced: January 18, 2022
Adopted: February 1, 2022

Stillwater Township
Sussex County, New Jersey

ORDINANCE 2022-02

**AN ORDINANCE AUTHORIZING THE PUBLIC SALE
OF REAL PROPERTY TO CONTIGUOUS PROPERTY OWNERS
PURSUANT TO N.J.S.A. 40A:12-13(b)(5)**

WHEREAS, the Township of Stillwater is the owner of certain real property set forth in Schedule "A", which properties are not needed or required for municipal use; and

WHEREAS, the lots are less than the minimum size required for development under the municipal ordinance and is without capital improvements; and

WHEREAS, the Township Committee deems it in the best interest of the Township of Stillwater to sell the properties to owners of each contiguous property in accordance with the provisions of N.J.S.A. 40A:12-13(b)(5) and N.J.S.A. 40A:12-13.2; and

WHEREAS, the sale shall be conducted as an auction limited to contiguous property owners to be held at the Township of Stillwater Municipal Building, 964 Stillwater Road, Newton, New Jersey 07860 on March 1, 2022, at 7:00pm or such adjourned date as may be determined by the Stillwater Township Committee; and

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

1. The Township of Stillwater shall offer for sale by auction, pursuant to the provisions of N.J.S.A. 40A:12-13(b)(5) and N.J.S.A. 40A:12-13.2, the properties listed on Schedule "A" to the contiguous property owners. Schedule "A" also contains the minimum sale price for each property. The sale is limited to contiguous property owners, and the sale is conditioned upon the property being sold merging with the contiguous property owner's existing property. The properties being sold are less than the minimum size required for development under the municipal zoning ordinance and are without any capital improvement and shall be merged with the purchaser's contiguous lot. The Township Committee reserves the right, in its discretion to reject all bids for each property for any reason, including but not limited to, in the event that the minimum sale price for such property is not met.

2. Upon final passage of this Ordinance, the sale shall take place on March 1, 2022 at 7:00pm at the Stillwater Township Municipal Building, 964 Stillwater Road, Newton, New Jersey, subject to receiving no higher bid for said parcels, after offering same to the highest bidder, at said time and place.

3. A copy of this Ordinance shall be posted on the bulletin board or other conspicuous place in the Stillwater Township Municipal Building. Notice of adoption of this Ordinance shall be made in the official Township newspaper within five (5) days following the

enactment of the Ordinance. Notice of the public sale shall be published in the official Township of Stillwater newspaper by two (2) insertions at least once a week during two (2) consecutive weeks, the last publication shall be within seven (7) days prior to the sale date.

4. The property shall be sold subject to the following terms and conditions:

(a) The property is sold "as is". No representations of any kind are made by the Township as to the conditions of the property, and the descriptions of the property are intended as a general guide only and may not be accurate. The properties are being sold in the present "as is", "where is", with all faults.

(b) The sale shall be made after legal advertisement of this Ordinance to the highest bidder who is the owner of a contiguous property, which property shall merge with the property being sold, and become part of the contiguous property owned by the successful bidder.

(c) The Township does not warrant or certify title to the property and in no event shall the Township of Stillwater be liable for any damages to the purchaser-successful bidder if title is found unmarketable for any reason and the purchaser-successful bidder waives any and all right in damages or by way of liens against the Township. The sole remedy being the right to receive a refund prior to closing of the deposit paid in the event title is found unmarketable. It shall be the obligation of the successful purchaser to examine title to said premises prior to the closing. In the event of closing and a later finding of defect of title, the Township shall not be responsible for same, shall not be required to refund money or correct any defect in title or be held liable for damages.

(d) Acceptance of the highest bid shall constitute a binding agreement of sale and the purchaser shall be deemed to agree to comply with the terms and conditions of the sale herein contained.

(e) The highest bidder shall deposit with the Township cash, check or money order in the amount of not less than 10% of the bid price at the time of sale. In the event the successful bidder fails to deposit 10% of the bid price at the time of the sale, the Township of Stillwater will re-auction the property at the same public sale. If the successful bidder fails to pay the deposit, the bidder shall be responsible for any difference between their bid and the final sale bid in the event such bid is lower than the bid of the original bidder.

(f) The highest bidder must pay the balance of the purchase price, plus (1) the sum of \$275 for the legal services incurred by the Township; (2) the Township of Stillwater's advertising and the actual recording fees within thirty (30) days after the date the Council adopts a resolution confirming the winning bid(s); and (3) realty transfer fees, if any. The balance shall be paid by certified funds. In addition, for all properties that are subject to Section 5 (r) of this Resolution, the Purchaser shall provide the Township Attorney with a copy of the deed for their existing property and their title insurance policy within seven (7) days of their being notified that they are

the successful bidder of the sale. Once the purchase price has been paid, a Quitclaim Deed without covenants will be prepared by the Township Attorney and, after execution by the Township Officials, shall be recorded with the Sussex County Clerk's Office by the Township Attorney. Additional work performed by the Township Attorneys beyond the standard preparation of the sale resolutions, notice of sale, letters to property owners and adjoining property owners, Deed and closing statement shall be billed at the rate charged by the Township Attorney and shall be the responsibility of the purchaser, which fees must be paid prior to the Deed being recorded.

(g) The Deed will be subject to all matters of record, which may affect title herein, what an accurate survey may reveal, the Ordinances of the Township of Stillwater and reserving an easement for all natural or constructed drainage systems, waterways, water and sewer easements, if any, on the premises and the continued right of maintenance and flow thereof.

(h) The property will be sold subject to the current year taxes, prorated from the date of sale.

(i) The Township Committee reserves the right to withdraw this offer to sell, or upon completion of the bidding to accept or reject any or all bids for said properties or to waive any informality in relation thereto.

(j) All bidders currently owing property within the Township must have their taxes, as well as all municipal utility charges, if applicable, paid to date in order to be a qualified bidder. In the event the bidder's taxes or municipal utility charges are delinquent, the bidder shall be deemed unqualified and such bid shall be rejected.

(k) This same is made subject to all applicable laws, statutes, regulations, resolutions and ordinances of the United States, State of New Jersey and Township of Stillwater.

(m) No employee, agent or officer of the Township of Stillwater has any authority to waive, modify or amend any of the conditions of sale.

(n) The purchaser must abide by appropriate zoning, subdivision, health and building regulations and code, and agrees that this sale will not be used as ground to support any variance from or realization of the regulations.

(o) The failure of the purchaser to close on title within the time provided for in Subsection 5(f) of this Ordinance shall constitute a breach of this Ordinance unless the Township agrees in writing prior to that date to extend the time of the closing. In the event the purchaser fails to close within the dates provided for in Subsection 5(1) or such date as may be extended by the Township, the deposit paid by the purchaser shall be retained by the Township as liquidated damages. The municipality is entitled to retain the purchaser's deposit to the extent of any expenses and/or losses it incurs including but not limited to advertising costs, attorney's fees, lost tax revenues from

the date of the required closing as well as additional cost of resale and the difference in the sales price, to the extent the property is sold for a lower price and any subsequent sale. The only exception to this section is in the event that the purchaser fails to close as a result of the title being unmarketable, in which case the Purchaser shall be entitled to a refund of their deposit as provided for in Subsection 5(c) of this Ordinance.

(p) The purchase shall not be used for any County, Board of Taxation, Tax Court of New Jersey, or in any Courts of the State as grounds to support a challenge of the existing assessments with regard to other properties.

(q) The sale shall be subject to final approval by the Township Committee.

Potential Bidders are advised:

- (1) To conduct all necessary title searches prior to the date of sale.
- (2) No representations of any kind are made by the Township of Stillwater as to the conditions of the Property, including habitability or usability; the Property is being sold in its present conditions "as is".
- (3) The Property will be conveyed by a Quit Claim Deed and such conveyance shall be subject to all covenants, restrictions, reservations and easements established of record or by prescription and without representation as to character of title of the Property to be conveyed.
- (4) The highest bidder for the Property shall have the right, at its sole cost and expense, to obtain a new survey of the Property. Provided such survey depicts the Property and is certified to be correct to the Township of Stillwater, the Township of Stillwater shall utilize the legal description drawn in accordance with such survey in the Deed of conveyance, provided the highest bidder provides such legal description and a copy of the certified survey to the Township of Stillwater not less than one week prior to the date set for closing of title.

Additional Terms the Successful Bidder must comply with:

- (1) To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulate that this sale will not be used as grounds to support any variance from the regulations.
- (2) That the failure to close title as agreed shall forfeit to the Township of Stillwater any and all money deposited with the Township.

5. Severability. If any provision of this Ordinance or the application of this Ordinance to any person or circumstances is held invalid, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

6. Repealer. All ordinances or parts of ordinances or resolutions that are inconsistent or in opposition to the provisions of this Ordinance are hereby repealed in their entirety.

7. Effective Date. This Ordinance shall take effect immediately upon adoption and publication in accordance with law.

This Ordinance shall take effect upon final adoption of publication as may be required by law.

TOWNSHIP COMMITTEE

STILLWATER TOWNSHIP

ATTEST:

Lynda Knott, Township Clerk

George E. Scott, Mayor

Introduced: January 18, 2022

Adopted: February 1, 2022

SCHEDULE A

<u>Tax Block</u>	<u>Lot</u>	<u>Location</u>	<u>Lot Size</u>	<u>Minimum Sale Price</u>
1001	20	Plymouth Lake Drive E	50 X 297	\$250
903	27	Shore Drive	50 X 170	\$250

Stillwater Township

Sussex County, New Jersey

ORDINANCE 2022-03

AN ORDINANCE FIXING SALARIES AND WAGES OF OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF STILLWATER, COUNTY OF SUSSEX AND STATE OF NEW JERSEY, FOR THE YEAR 2022

BE IT ORDAINED by the Township Committee of the Township of Stillwater in the County of Sussex, New Jersey as follows:

Section1. The Township of Stillwater shall pay its municipal officers and employees for services rendered as shown below. Figures shown represent annual salary, unless otherwise noted.

POSITION:

SALARY RANGE:

Township Committee Member	\$4,500.00 - \$6,000.00
Township Clerk	\$50,000.00 - \$90,000.00
Municipal Registrar	\$6,000.00 - \$8,500.00
Clerk 1	\$40,000 - \$60,000.00
Deputy Municipal Registrar	\$3,000.00 - \$4,500.00
Receptionist	\$15.00 - \$25.00 per hour
File Clerk	\$13.00 - \$18.00 per hour
Chief Financial Officer	\$50,000.00 - \$90,000.00
Clean Communities Coordinator-Stipend	\$1,000.00
Qualified Purchasing Agent-Stipend	\$3,000.00
Tax Assessor	\$25,000.00 - \$45,000.00
Tax Collector	\$25,000.00 - \$45,000.00
Tax Collector-Extra Hours	\$40.00 - \$70.00 per hour
DPW Supervisor	\$70,000.00 - \$90,000.00
Recycling Coordinator	\$1,750.00 - \$2,500.00
DPW Laborers	As Per Contract
Solid Waste Worker	\$13.00 - \$20.00 per hour
Solid Waste Cashier	\$13.00 - \$20.00 per hour
Recycling Worker	\$13.00 - \$20.00 per hour
Zoning Officer	\$20,000.00 - \$40,000.00
Construction Code Official	\$10,000.00 - \$25,000.00
Plumbing Sub-code Official	\$7,500.00 - \$15,000.00
Electrical Sub-code Official	\$7,500.00 - \$15,000.00
Fire Sub-code Official	\$2,500.00 - \$5,000.00
Fire Inspector	\$2,500.00 - \$5,000.00
Smoke Detector Certifications	\$25.00 per Certification

Smoke Detector Re-Certifications	\$20.00 per Certification
Electrical Inspector/Subcode Official-Vacation Coverage	\$35.00 - \$50.00 per hour
Emergency Mgmt Coordinator	\$2,000.00 - \$5,000.00
Deputy Emergency Mgmt Coordinator	\$1,000.00 - \$3,000.00
Animal Control Officer	\$7,500.00 - \$12,000.00

BOARDS AND COMMISSIONS:

Zoning Board Secretary	\$5,000.00 - \$9,000.00
Planning Board Secretary	\$5,000.00 - \$9,000.00
Environmental Commission Secretary	\$2,500.00 - \$5,000.00
Recreation Commission Secretary	\$2,000.00 - \$5,000.00

SALARY RANGE:

POLICE:

Crossing Guard	\$13.00 - \$18.00 per hour
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SALARY RANGE:

Section 2. Specific salaries or wages established by the Ordinance shall be made retroactive to January 1, 2022 unless otherwise noted.

Section 3. Nothing in this ordinance shall be construed as making mandatory the payment of annual salary increments to any officer or employees of the Township of Stillwater. Salary or wage increases shall be contingent upon availability of funds.

Section 4. All former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Section 5. This ordinance shall take effect after publication and passage according to law.

TOWNSHIP COMMITTEE OF STILLWATER TOWNSHIP

ATTEST:

Lynda Knott, Township Clerk

George E. Scott, Mayor

DATED: Introduced: January 18, 2022
 Adopted: February 1, 2022

**STILLWATER TOWNSHIP,
SUSSEX COUNTY, NJ**

ORDINANCE 2022-04

**AN ORDINANCE TO AMEND CHAPTER 195 ENTITLED
"FIRE PREVENTION" OF THE CODE OF THE TOWNSHIP OF
STILLWATER, COUNTY OF SUSSEX, STATE OF NEW JERSEY**

WHEREAS, Township Committee of the Township of Stillwater has determined that the health, safety, and welfare of the citizens and business owners of the Township of Stillwater are promoted and safeguarded by requiring certain structures to have a key lock box installed on the exterior of the structure to aid the Stillwater Township Area Volunteer Fire Company to gain access to the structure when the same is not occupied or when the occupants are unable to grant ingress to the Fire Company; and

WHEREAS, the key lock box system will reduce the need for forced entry into structures and should avoid costly and time-consuming efforts in gaining access to locked structures during an emergency.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Township Committee of the Township of Stillwater, New Jersey that Chapter 195 of the Code of the Township of Stillwater, titled "Fire Prevention" is amended by adding a new section, to be designated as Section 61.9 titled "Lock Box Entry System," to read as follows:

LOCK BOX ENTRY SYSTEM

- A. The following structures shall be equipped with a key lock box at or near the main entrance or such other location as required by the Fire Official, Fire Chief, or Building Official:
 - (a) Commercial or industrial structures.
 - (b) Multi-family-residential structures that have restricted access through locked doors but have a common corridor for access to the living units
 - (c) Schools, whether public or private.
 - (d) Governmental structures and nursing care facilities unless the building is staffed or open 24 hours.
- B. All new construction and new occupancies by tenants shall have a key lock installed and operational prior to the issuance of an occupancy permit. All structures in existence on the effective date of this section and subject shall have fifteen (15) months from enactment date of this ordinance to have a key lock box installed and operational.
- C. In order to provide unity within the Township, the type of key lock boxes to be implemented within the Township shall be a Knox Box brand system.

INSTALLATION

- A. The size and model of the Knox Box installed shall be determined by the number of keys to be placed in the box and the specifications set forth by the Knox Box manufacturer.
- B. Number of keys in the Knox Box cannot exceed the maximum number recommended by the box manufacturer.
- C. All Knox Boxes shall be installed to the left side of the main business door.
- D. All Knox Boxes shall be mounted sixty inches from the ground.
- E. In the event that the Knox Box cannot be installed at the aforesaid location and/or height, the Fire Official, Fire Chief, or Building Official may designate in writing a different location and installation specifications.
- F. All Knox Boxes may have a Tamper Switch installed in the building as an intrusion/burglar alarm.
- G. All realty and/or property with an electronic security gate shall have the Knox Box installed OUTSIDE of the gate.
- H. The Fire Official, Fire Chief, or Building Official must approve any changes in the installation.
- I. Purchase and installation of the Knox Box will be the sole responsibility of the building owner.

MAINTENANCE

The operator of the building shall immediately notify the Fire Official, Fire Chief, or Building Official when any locks are added, changed or rekeyed which cannot currently be opened by the current key set in the Knox Box. Additional keys should be added to the Knox Box immediately.

CONTENTS OF LOCK BOX

The contents of the lock box should include (but not limited to) the following:

- A. Keys to locked points of ingress or egress, whether on the interior or exterior of such buildings.
- B. Keys to all mechanical rooms.
- C. Keys to all locked electrical and utility rooms.
- D. Keys to elevator and their control rooms.
- E. Keys to the Fire Alarm panels and Fire Suppression Systems.
- F. Keys to re-set pull stations or other Fire Protective devices.
- G. Building Access Cards, as needed.

H. Keys to any other areas as requested by the Fire Official, Fire Chief, or Building Official.

FIRE DEPARTMENT RESPONSIBILITIES

- A. No fire department personnel shall carry a Knox Box Master Key unless at an emergency scene.
- B. All Knox Box Master Keys shall be installed in a Knox Box Sentra-Loc or similar system installed in the Fire Apparatus and the Fire Chief's official vehicle.

EXCEPTIONS TO REQUIREMENT TO INSTALL A KEY LOCK BOX SYSTEM

The following structures are exempt from the mandate to install a key lock box system:

- 1. Single family structures and multi-family structures.
- 2. Structures that have 24 hours, 365 day on-site security personnel, or have other personnel on site.
- 3. Businesses that are open and staffed 24 hours, 365 days per year (which may include but are not limited to, Nursing Homes, Hospitals, Police & Fire Stations. etc.).
- 4. Rental storage facilities where there is a single lock on the separate storage pods that are renter supplied; provided, however, the entry security gates(s) will require a Knox Box if electronically controlled, or locked with a master key issued by the landlord to all tenants

PENALTIES

- A. Any person, entity or corporation who has violated any provisions of this ordinance or who has failed to comply with any order issued by Fire Official, Fire Chief, or Building Official or has failed to comply with any order issued pursuant to any Section thereof, shall upon conviction before the proper judicial authority, be punished by a fine of not more than Three Hundred (\$300.00) Dollars. Each day a violation continues shall be considered a separate offense.
- B. If any sentence, clause or section or any part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses or sections or parts of the same contained in this Ordinance. It is hereby declared as the intent of Township Committee of Township of Stillwater that this Ordinance would have been adopted has such unconstitutionality, illegality or invalidity sentence, clause or section or part thereof and not been included therein.

Section 2. If any part of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed or amended to the extent of such inconsistency.

Section 4. This Ordinance shall take effect upon final passage and publication according to law.

ATTEST:

George E. Scott, Mayor

Lynda Knott, Township Clerk

Introduced: January 18, 2022

Adopted: February 1, 2022

**TOWNSHIP OF STILLWATER
SUSSEX COUNTY, NEW JERSEY**

ORDINANCE NO. 2022-05

**AN ORDINANCE MERGING ALL POWERS OF THE STILLWATER
TOWNSHIP ZONING BOARD OF ADJUSTMENT INTO THE STILLWATER
TOWNSHIP PLANNING BOARD PURUSANT TO N.J.S.A. 40:55D-25c.**

WHEREAS, N.J.S.A. 40:55D-25c expressly authorizes the Governing Body of a municipality with a population of less than 15,000 persons to merge all the powers of the municipal Zoning Board of Adjustment into its nine-member Planning Board; and

WHEREAS, the Governing Body of the Township of Stillwater has determined that the merging all of the powers and duties of the Stillwater Township Zoning Board of Adjustment into the Stillwater Township Planning Board would result in significant benefits and efficiencies for the municipality, municipal staff, applicants and the community at large;

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

SECTION 1

Pursuant to N.J.S.A. 40:55D-25c(1), all powers and duties of the Stillwater Township Zoning Board of Adjustment shall be and hereby are merged into the Stillwater Township Planning Board, effective upon adoption of this Ordinance.

SECTION 2

The Stillwater Township Code shall be amended as necessary to effectuate this Ordinance, including, but not limited to the following amendments:

A. Section 240-5 shall be amended to add the requirement of N.J.S.A. 40:55D-25c(1) that precludes Class I and the Class III members of the merged Planning Board from participating in the consideration of applications for development which involve certain requested relief pursuant to subsection d. of N.J.S.A. 40:55D-70 (also known as “d” variances). The new requirements shall be included as added Subsection E which shall provide as follows:

“E. Class I and the Class III members shall not participate in the consideration of applications for development which involve relief pursuant to subsection d. of N.J.S.A. 40:55D-70d.”

B. Section 240-5 C shall be amended to reflect the increase from “two” Alternate Members to “four” Alternate Members. In addition, in order to establish staggered appointments, the following language shall be added at the end of Subsection C.

... "If necessary to stagger Alternate Member appointment expiration dates, for calendar year 2022, Alternate 1 and Alternate 3 shall be appointed for a term of two years each, while Alternate 2 and Alternate 4 shall be appointed for a term of just one year each. Thereafter, all Alternate Member appointments shall be made for terms of two years or to fill the unexpired term resulting from a vacancy."

C. Section 240-12 shall be amended to confirm the Planning Board's assumption of all powers and duties of the Zoning Board of Adjustment. The new requirements shall be included as new subsections which shall provide as follows:

"M. Assume all powers and duties that were formerly vested in the Township of Stillwater Zoning Board of Adjustment as set forth in Sections 240-24 through 240-30 of the Township Code.

N. All applications and appeals pending before the Zoning Board of Adjustment on the effective date of this Ordinance shall be transferred to the Planning Board for continuation of the application and/or appeal process before the Planning Board.

O. The Planning Board shall, at least once per year, review its decisions on applications and appeals for variances and prepare and adopt by resolution a report on its findings on Zoning Ordinance provisions which are the subject of variance requests and its recommendations for Zoning Ordinance amendment or revision, if any. The Planning Board shall send copies of the report and resolution to the Governing Body."

D. Section 240-24 through Section 240-30 and Section 240-43 of the Township Code shall be amended by replacing all references therein to the "Zoning Board of Adjustment" with references to the "Planning Board."

E. Section 240-19 through Section 240-23 of the Township Code shall be repealed as they provide for the establishment of the Zoning Board of Adjustment, but by operation of this Ordinance, the Zoning Board of Adjustment is longer be operational in Stillwater Township.

SECTION 3

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

SECTION 4

All Ordinances or parts of Ordinances inconsistent with or contrary to the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5

This Ordinance shall take effect immediately upon its passage.

**TOWNSHIP COMMITTEE
OF STILLWATER TOWNSHIP**

ATTEST:

Lynda Knott, Township Clerk

George Scott, Mayor

DATED: Introduced: February 1, 2022

**STILLWATER TOWNSHIP
SUSSEX COUNTY, NEW JERSEY**

RESOLUTION 2022-035

RESOLUTION TO AUTHORIZE PAYMENT OF REDEMPTION

WHEREAS, on November 23, 2021 Gisela Rutnik, Collector Of Taxes sold at public sale Tax Lien for delinquent municipal lien on premises known as Block 202 Lot 3 to US Bank Cust Pro Cap 8 First Trust, 2500 McClellan Avenue, Suite 200, Pennsauken, NJ 08109; and

WHEREAS, the Collector has received redemption of said lien on January 21, 2022 and has deposited said sum in the current account of the Township of STILLWATER, TOWNSHIP; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Committee of the Township of STILLWATER

1. As soon thereafter as the redemption funds have cleared the current account, payment shall Be made to the holder of the Certificate of Sale in the sum of 6,963.53

There was also a Premium paid in the amount of \$.00 to be added to the certificate holder, Provided the holder shall surrender the Certificate of Sale and comply with all laws relating thereto.

CERTIFICATION

I, Lynda Knott, Municipal Clerk for the Township of Stillwater, hereby certify that the above Resolution was approved by the Township Committee of the Township of Stillwater at their regularly scheduled Township Committee Meeting of February 1, 2022.

Lynda Knott, RMC
Township Clerk

**STILLWATER TOWNSHIP
SUSSEX COUNTY, NEW JERSEY
RESOLUTION 2022-036**

**RESOLUTION AWARDING CONTRACT FOR E-MAIL, FACEBOOK AND ZOOM
ARCHIVE AND RETENTION TO GLOBAL RELAY**

WHEREAS, the Township of Stillwater requires a service contractor to provide E-Mail, Facebook and Zoom file archive and retention services; and

WHEREAS, the anticipated cost of said services would not exceed the bid threshold; and

WHEREAS, pursuant to the provisions of N.J.S.A. 40A:11-6.1, the Township solicited competitive quotations for the requested services; and

WHEREAS, the Township received two (2) written responses to its request for quotations; and

WHEREAS, Global Relay provided the lowest responsive, responsible quote in the amount of \$2,695 for 2022 including archive set up fee of \$295 and \$200 per month for 36 months; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Stillwater that it does hereby award a contract to Global Relay for E-Mail, Facebook and Zoom file archive and retention services in an amount not to exceed \$2,695 for 2022 and \$2,400 for 2023 and 2024 in accordance with Global Relay's written proposal of January 11, 2022.

I hereby certify this is a true copy of the Resolution adopted by the Township Committee of Stillwater Township on February 1, 2022.

Lynda Knott, RMC
Township Clerk

**STILLWATER TOWNSHIP
SUSSEX COUNTY, NEW JERSEY
RESOLUTION 2022-037**

**RESOLUTION AWARDING CONTRACT FOR DOG POUND SERVICES
TO THE GREEN DOG INN**

WHEREAS, the Township of Stillwater requires a dog pound facility for stray and lost Township dogs; and

WHEREAS, the anticipated cost of said services would not exceed the bid threshold; and

WHEREAS, pursuant to the provisions of N.J.S.A. 40A:11-6.1, the Township solicited competitive quotations for the requested services; and

WHEREAS, the Township received two (2) written responses to its request for quotations; and

WHEREAS, The Green Dog Inn provided the lowest responsive, responsible quote in the amount of \$30 per day for seven (7) days or ten (10) days in the event of a bite; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Stillwater that it does hereby award a contract to The Green Dog Inn for dog pound facility services in the amount of \$30 per day per animal.

I hereby certify this is a true copy of the Resolution adopted by the Township Committee of Stillwater Township on February 1, 2022.

Lynda Knott, RMC
Township Clerk

AGREEMENT

THIS AGREEMENT made this 1st day of February, 2022 by and between the Township of Stillwater, a municipal corporation with its principal office at 964 Stillwater Road, Newton, New Jersey 07860 (hereinafter referred to as the "Township") and Green Dog Inn, with its principal place of business at 237 Kennedy Road, Andover, New Jersey 07821.

WITNESSETH

WHEREAS, the Township provides for dog control services in the Township of Green; and

WHEREAS, Green Dog Inn maintains a dog facility at 237 Kennedy Road (hereinafter "Facility") for the care and housing of dogs; and

WHEREAS, the Township deems it advisable and in the best interest of the Township to contract with Green Dog Inn for dog impoundment services; and

WHEREAS, the Township shall remain responsible for all dog control services as required by state statute, except as herein contracted with Green Dog Inn.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Township shall contract with Green Dog Inn for dog pound services hereunder described, for a period of one year commencing on February 1, 2022 and ending on January 31, 2023. This Agreement shall renew automatically and continue year to year unless terminated in accordance with the provisions of Paragraph No. 13 hereof.

2. The Township agrees to surrender to Green Dog Inn and Green Dog Inn agrees to accept, hold and dispose of dogs of all ages received from the Township. The Township shall directly transport all sick or injured dogs directly to a veterinarian at the Township's sole expense, prior to surrendering said dog to Green Dog Inn.

3. Green Dog Inn's responsibilities under this Agreement shall include compliance with N.J.A.C. 8:23A, including but not limited to Sections 8:23A-1.1 through 8:23A-1.13. Green Dog Inn shall have the sole responsibility for the implementation of such statutory undertakings for the first seven (7) days of a dog's stay at the Facility, ten (10) days in the event of a bite (the "Initial impoundment Period"). Dogs that are brought to the Facility by the Township shall become the property and legal responsibility of Green Dog Inn, except that medical expenses to treat life threatening diseases or injuries in an amount not to exceed \$100 per dog shall be the financial responsibility of the Township during the Initial impoundment

Period. To the extent that the cost shall exceed \$100 per dog, the Township shall not be responsible for such costs unless it has been approved by the Green Township Dog Control Officer. Any medical expenses incurred after the Initial Impoundment Period shall be the direct financial responsibility of Green Dog Inn.

4. During the required Initial Impoundment Period, Green Dog Inn shall assume full responsibility for the feeding, cleaning, sheltering, care and maintenance of the dog's liabilities, and any financial obligations incurred, except as otherwise stated in this Agreement. After the Initial Impoundment Period, Green Dog Inn shall continue to assume full responsibility for and exclusive rights to the dogs housed at the Facility until such time as the dog may be adopted or euthanized. Green Dog Inn shall have the sole responsibility, complete authority and exclusive rights to any and all adoption efforts. This authority includes, but is not limited to, decisions regarding medical care, euthanasia, and all other operating and managerial decisions.

5. In consideration for the terms of this Agreement, the Township shall pay Green Dog Inn \$30 per day for each dog impounded up to a maximum of seven (7) days or \$210. This period shall be increased to ten (10) days and \$300 in the event of a bite (the "Initial impoundment Period"). In the event that the impounded dog has not been claimed within seven (7) days (ten (10) days in the event of a bite), the Township shall also pay to Green Dog Inn the sum of \$250, representing the Township's responsibility to euthanize and cremate any unclaimed dog. The foregoing shall represent the maximum payment from the Township to Green Dog Inn for any dog. The payment of the foregoing shall be made in accordance with the Township's normal payment procedure for outside vendors.

Green Dog Inn shall not be required to euthanize and cremate any such dog remaining in its possession after the applicable Initial impoundment Period and shall have those rights concerning the impounded dog as is set forth in Paragraph No. 4 above.

6. At this time of surrender of a dog to Green Dog Inn, the parties shall complete a Green Dog Inn intake form and the Township will provide all known background information including the name, address and telephone number of the finder, the exact location and circumstances under which the dog was found, ownership status and similar information. At the time that any impounded dog is claimed by its owner, Green Dog Inn shall complete a pickup form listing the owner's information and the date and time when the dog was picked up. For those dogs that are not claimed within the applicable Initial Impound Period, Green Dog Inn shall complete a pickup form listing itself as the new dog owner as of the date of the expiration of the applicable Initial Impound Period. Copies of the intake and pickup forms shall be provided with all invoices submitted to the Township in accordance with Paragraph No. 5 above.

7. Green Dog Inn shall appoint a veterinarian of its choice to act as the Facility's Supervisory Veterinarian, at Green Dog Inn's expense. Medical records are to be maintained for all dogs housed at the Facility. Green Dog Inn shall notify the Green Township Board of Health immediately upon suspicion of rabies infecting any dog in its care. In the event of rabies, the necessity for further veterinary examination of State analysis shall be determined at the sole discretion of the Township and any such necessary examination or analysis shall be arranged by the Township.

8. Green Dog Inn shall be responsible for the control of the population of dogs at the Facility pursuant to State regulations as to space per dog. This may be accomplished in any way deemed appropriate to Green Dog Inn, including but not limited to enhanced adoption efforts, foster programs and euthanasia when necessary, provided it is in compliance with State regulations. Any maintenance, repairs, capital improvements deemed necessary or desirable by Green Dog Inn shall be the sole responsibility of Green Dog Inn.

9. Green Dog Inn shall indemnify and hold harmless the Township from any liability incurred as a result of any actions or inactions of Green Dog Inn or any dogs that come under its control pursuant to the terms of this Agreement. Green Dog Inn's responsibility shall include but not be limited to providing a defense to any action to which the Township is named related to this Agreement including any reasonable attorney's fees or costs the Township may incur.

10. Any disagreements over interpretation of this Agreement or between the parties shall, in order to resolve any differences, first be discussed with the Township Dog Control Officer and the Green Dog Inn President, or a duly authorized representative, for resolution. If an agreement cannot be reached, the Township Health Officer and the Green Dog Inn President, or duly authorized representative, shall meet with the Township Clerk.

11. In the event that any provisions hereof shall prove to be invalid, illegal or unenforceable in whole or in part for any reason, such provision or part thereof shall be severable from the remaining provisions hereof, which remaining provisions and part thereof shall continue in full force and effect and shall be enforceable in accordance with their tenor without regard to such invalidity, illegality or unenforceability.

12. Both parties shall have the right to terminate this Agreement by giving to the other party sixty (60) days written notice of their election to do so. In the event that the impoundment of any dog should extend past the expiration date of the agreement, the Township shall remain responsible for the payment for said dog in accordance with Paragraph No. 5 hereof.

13. Any notice required or permitted by this Agreement, to be given by and between the parties hereto, shall be in writing and delivered personally or sent by overnight courier service or registered or certified mail to the respective principal addresses set forth herein, or at such other address as either party may so designate in writing.

14. This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements and understanding relating to the subject matter hereof.

15. This Agreement may be signed in more than one counterpart signature page, each counterpart constituting an original, all of which when attached to this Agreement, shall be deemed one and the same signature page.

16. The Agreement shall not be amended, modified or waived except by further instrument in writing, signed by the party against whom enforcement of any

amendment, modification or waiver is sought.

17. This Agreement shall be governed and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have caused their corporate seals to be hereunto affixed and this Agreement shall be signed by their duly authorized officers on the date set forth above.

STILLWATER TOWNSHIP

THE GREEN DOG INN

By: _____
George E. Scott, Mayor

By: _____
Bonnie Waseleski

STILLWATER TOWNSHIP,
SUSSEX COUNTY, NJ

RESOLUTION 2022-038

RESOLUTION TO CANCEL GENERAL CAPITAL BALANCES

WHEREAS, certain Capital Improvement appropriation balances remain dedicated to projects now completed and/or cancelled; and

WHEREAS, the Finance Officer certifies that it is necessary to formally cancel said balances so that the unexpended balances may be returned to either Capital Improvement Fund or Surplus or Reserves, and unused debt authorizations and grant receivables may be canceled;

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Stillwater, County of Sussex, State of New Jersey, that the following unexpended and dedicated balances of General Capital Appropriations be canceled:

<u>Ord. #</u>	<u>General Capital Project Description</u>	<u>Amount Cancelled</u>	
		<u>Funded</u>	<u>Unfunded</u>
2020-07	Old Foundry Phase I – Soft Costs	\$9,035.20	

To be canceled to Capital Fund Balance: \$ 9,035.20

CERTIFICATION

I hereby certify that the above Resolution was adopted by the Township Committee at their regular meeting held February 1, 2022, at the Stillwater Township Municipal Building, 964 Stillwater Road, Stillwater, Sussex County, New Jersey.

Lynda Knott, RMC
Township Clerk

**STILLWATER TOWNSHIP,
SUSSEX COUNTY**

RESOLUTION 2022-039

**MAYOR'S ACCEPTANCE OF THE RESIGNATION OF ALICIA GARDNER
AS MEMBER OF THE STILLWATER RECREATION COMMISSION WITH
COMMITTEE CONCURRENCE**

THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Stillwater they do hereby concur with the Mayor's acceptance of the resignation of Alicia Gardner as Member of the Stillwater Recreation Commission effective February 1, 2022.

CERTIFICATION

I, Lynda Knott, Township Clerk for the Township of Stillwater, hereby certify that the above Resolution was approved by the Township Committee of the Township of Stillwater at their regularly scheduled Township Committee Meeting of February 1, 2022.

Lynda Knott, Township Clerk