



**STILLWATER TOWNSHIP  
TOWNSHIP COMMITTEE MEETING  
AGENDA**

**TUESDAY, November 15, 2022**

**Regular Meeting: 7:00 P.M.**

**Zoom Link:** <https://us02web.zoom.us/j/86528228102>

**OPENING STATEMENT:** Adequate notice of this meeting has been provided according to the Open Public Meetings Act. 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:** November 1, 2022 Regular and Executive Session Meeting Minutes

Motion/2<sup>nd</sup> \_\_\_\_\_/\_\_\_\_\_

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

**BILLS LIST #18: \$993,563.97**

**RESOLUTION 2022-172** Authorizing Payment of Bills

Motion/2<sup>nd</sup> \_\_\_\_\_/\_\_\_\_\_

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

**REPORTS:**

- Community Center Receipt Report – October 2022
- Dog License Report – October 2022
- Recreation Reports – October 2022
- Vacant/Abandon Properties Report – October 2022
- Certified Copies Report – October 2022
- Registrar Reports – October 2022
- Stillwater Board of Health Report – October 2022
- Convenience Center Reports – October 2022
- Building Department Report – October 2022

**AMENDMENTS TO AGENDA**

**OPEN PUBLIC SESSION**

**OLD BUSINESS:**

Township's Tax Lien Update

**NEW BUSINESS:**

**RESOLUTION 2022-173**

AUTHORIZING A DONATION TO THE STILLWATER SCHOOL  
6<sup>TH</sup> GRADE GRADUATION COMMITTEE

Motion/2<sup>nd</sup> \_\_\_\_\_ / \_\_\_\_\_

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

**RESOLUTION 2022-174**

APPROVING APPOINTMENTS OF TOWNSHIP BOARD AND  
COMMISSIONS FOR RECREATION COMMISSION SECRETARY  
– DANIELLE WUNDER

Motion/2<sup>nd</sup> \_\_\_\_\_ / \_\_\_\_\_

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

**RESOLUTION 2022-175**

MAYOR'S ACCEPTANCE OF THE RESGINATION OF ALFIA  
SCHEMM AS SECRETARY OF THE ZONING BOARD OF  
ADJUSTMENT AND THE PLANNING BOARD

Motion/2<sup>nd</sup> \_\_\_\_\_ / \_\_\_\_\_

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

**RESOLUTION 2022-176**

AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE  
TOWNSHIP OF MONTAGUE FOR THE SERVICES OF A  
QUALIFIED PURCHASING AGENT

Motion/2<sup>nd</sup> \_\_\_\_\_ / \_\_\_\_\_

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

**RESOLUTION 2022-177**

AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE  
TOWNSHIP OF FRANKFORD FOR THE SERVICES OF A  
QUALIFIED PURCHASING AGENT

Motion/2<sup>nd</sup> \_\_\_\_\_ / \_\_\_\_\_

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

**RESOLUTION 2022-178**

AUTHORIZING THE ISSUANCE OF RAFFLE LICENSES  
RA-22-06 AND RA-22-07

Motion/2<sup>nd</sup> \_\_\_\_\_ / \_\_\_\_\_

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

**RESOLUTION 2022-179**

AUTHORIZING A TRANSFER OF 2022 APPROPRIATIONS

Motion/2<sup>nd</sup> \_\_\_\_\_ / \_\_\_\_\_

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

**RESOLUTION 2022-180**

AUTHORIZE PAYMENT OF REDEMPTION

Motion/2<sup>nd</sup> \_\_\_\_\_ / \_\_\_\_\_

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

**DISCUSSION ITEMS:**

Shared Services for Animal Control

Cub Scout Pack 83 – Christmas Tree Sales

OEM Coordinator

RFP – Attorney

Code Review

Bicentennial

**OPEN PUBLIC SESSION**

**ATTORNEY’S REPORT**

**ADJOURNMENT**

Move\_\_\_\_ /Second\_\_\_\_

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

STILLWATER TOWNSHIP MANUAL/REGULAR BILL LIST					
FOR MEETING DATED 11/15/2022 - BILLS LIST #18					
Account	Date	Check #	Payee	Amount	
<b>Current</b>					
	10/8/22	28424	24 INK (FALL FESTIVAL)	\$	540.00
	10/8/22	28425	MOUNTAINSIDE STABLES (FALL FESTIVAL)	\$	500.00
	10/8/22	28426	WILLIAM JOSEPH (FALL FESTIVAL)	\$	300.00
	11/1/22	WIRE	STILLWATER TWP PAYROLL AGENCY	\$	29,881.62
	4/20/22	27974	4H (VOID-UPDATE VENDOR NAME)	\$	(300.00)
	11/2/22	28500	CRAFTY CORNERS 4H CLUB (REISSUE)	\$	300.00
	11/10/22	28501	SUSSEX CTY TREASURER	\$	726,435.40
	11/10/22	28502	SUSSEX CTY TREASURER	\$	55,167.51
	11/10/22	28503	SUSSEX CTY TREASURER	\$	2,702.23
			<b>Subtotal of Fund</b>	\$	<b>815,526.76</b>
<b>General Capital</b>					
			<b>Subtotal of Fund</b>	\$	-
<b>Dog Account</b>					
			<b>Subtotal of Fund</b>	\$	-
<b>Net Payroll</b>					
	12/3/21	990026	JUSTIN FRANCOMACARO (VOID-LOST)	\$	(8.36)
	11/7/22	1006	JUSTIN FRANCOMACARO (REISSUE)	\$	8.36
			<b>Subtotal of Fund</b>	\$	-
<b>Payroll Salary Agency</b>					
	11/1/22	WIRE	STILLWATER TWP PAYROLL ACCT	\$	26,461.51
	11/2/22	WIRE	IRS	\$	12,567.89
	11/2/22	WIRE	STATE OF NJ - GIT	\$	1,681.42
	11/4/22	WIRE	NATIONWIDE	\$	38.00
	11/4/22	WIRE	PRUDENTIAL	\$	357.18
			<b>Subtotal of Fund</b>	\$	<b>41,106.00</b>
<b>Recycling Acct</b>					
			<b>Subtotal of Fund</b>	\$	-
<b>Special Trust</b>					
	11/1/22	WIRE	STILLWATER TWP PAYROLL AGENCY	\$	13,882.80
			<b>Subtotal of Fund</b>	\$	<b>13,882.80</b>
			<b>Grand Total All Manual Checks Issued:</b>	\$	<b>870,515.56</b>
<b>GRAND TOTAL OF BILLS</b>				\$	<b>993,563.97</b>

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

Check#	Vendor	Description	Payment	Check Total
28504	907 - 4IMPRINT	PO 12973 ORDER# 23538552 - PROMOTIONAL BAGS	653.93	653.93
28505	34 - AIRGAS USA, LLC	PO 13198 INV# 9992174358 10/31/2022	24.75	24.75
28506	1049 - ALICIA GARDNER	PO 13204 REIMBURSE - 2022 HALLOWEEN DECORATING CO	75.00	75.00
28507	38 - ALLIED OIL	PO 13174 INV# 957437 ACCT# 7199876 DIESEL 10/2	868.32	868.32
28508	517 - AMERICAN WEAR INC.	PO 13181 INV# 988970,991289,993622,995944,998272	268.35	268.35
28509	323 - BETH BARILE	PO 12192 MEDICARE PART B PREMIUM - 2022 MONTHLY P	238.10	238.10
28510	323 - BETH BARILE	PO 12193 MEDICARE PART B PREMIUM - 2022 MONTHLY P	238.10	238.10
28511	117 - CAMPBELL SUPPLY COMPANY OF SUSSEX COUNTY	PO 12946 EST# R005012377 - STFD VEHICLE MAINT - P	595.18	
		PO 12947 EST# R005012378 - STFD VEHICLE MAINT - P	745.17	
		PO 12948 EST# R005012379 - STFD VEHICLE MAINT - P	4,189.41	
		PO 12949 EST# R005012380 - STFD VEHICLE MAINT - P	564.99	
		PO 13144 INV# R005012844 - STFD VEHICLE MAINTENAN	63.34	6,158.09
28512	1205 - CCG MARKETING SOLUTIONS	PO 13157 INV# 331838 - FALL FESTIVAL - BANNERS	513.00	513.00
28513	684 - CHEMUNG SUPPLY CORP.	PO 13136 QUOTE - CUTTING EDGES	3,810.00	3,810.00
28514	1177 - DONNA VANTASSEL	PO 12694 MEDICARE PART B PREMIUM - 2022 MONTHLY P	238.10	238.10
28515	28 - FINCH FUEL OIL CO., INC.	PO 13165 INV#63863 ACCT#1881-02; INV#63864 ACCT#1	3,015.87	3,015.87
28516	608 - FLOYD MONROE	PO 12194 MEDICARE PART B PREMIUM - 2022 MONTHLY P	170.10	170.10
28517	975 - GAIL RYKER	PO 12195 MEDICARE PART B PREMIUM - 2022 MONTHLY P	170.10	170.10
28518	215 - GISELA RUTNIK	PO 13166 4TH QTR 2022 MILEAGE REIMBURSEMENT - TAX	47.39	47.39
28519	134 - HAROLD E. PELLOW & ASSOCIATES, INC.	PO 12863 ESTIMATE PER EMAIL - TAX MAP UPDATES	320.00	320.00
28520	41 - JERSEY CENTRAL POWER AND LIGHT	PO 13175 INV# 10/28/2022 ACCT# 100137770515	211.21	211.21
28521	41 - JERSEY CENTRAL POWER AND LIGHT	PO 13197 INV# 95009866795 ACCT# 200000020731 11	614.98	614.98
28522	310 - LYNDIA KNOTT	PO 13205 REIMBURSEMENT - ELECTION SUPPLIES	63.95	63.95
28523	44 - MGL PRINTING SOLUTIONS	PO 13158 QUOTE - MINUTES PAPER	95.00	95.00
28524	984 - MICHAEL CHAMMINGS	PO 12567 2022 LANDSCAPING CONTRACT PER RESO 2022	8,130.00	8,130.00
28525	88 - MOUNTAINWOOD SPRING WATER COMPANY	PO 13182 INV# 11110 - SPRING WATER - DPW	80.00	80.00
28526	52 - NORTH EAST PARTS GROUP, LLC	PO 13183 INV# 239672 - BACKHOE	52.17	52.17
28527	791 - OPTIMUM	PO 13179 INV#178332014-TOWN HALL; INV#171894011-D	347.00	347.00
28528	894 - PENTELEDATA	PO 13176 INV# B4154129 ACCT# 3213021 - INTERNET/	163.05	163.05
28529	1120 - PMG SM PA LLC	PO 13148 INV# INV2043374 - ASPHALT/RENTAL	1,688.00	1,688.00
28530	147 - PROFESSIONAL GOVERNMENT EDUCATORS	PO 13171 REGISTRATION - ACCOUNTING WORKSHOP WEBIN	90.00	90.00
28531	76 - R & L DATA CENTERS INCORPORATED	PO 13185 INV# 107762 - PAYROLL SERVICES - OCT 202	312.70	312.70
28532	607 - ROBERT PASTOR	PO 12196 MEDICARE PART B PREMIUM - 2022 MONTHLY P	170.10	170.10
28533	1141 - SANICO	PO 13177 INV# 628813 - DUMPSTER FOR COMMUNITY CEN	210.00	210.00
28534	90 - SCMUA-SUSSEX CTY MUNIC UTIL'S AUTH	PO 13164 INV# 4354 - SOLID WASTE DISP; COMINGLED	872.10	
		PO 13201 INV# 4389 - SOLID WASTE DISP; COMINGLED	1,368.00	2,240.10
28535	939 - SEPTICARE	PO 13090 INV# M093022-7 - PORTAJOHNN RENTALS (REC)	355.00	355.00
28536	266 - SHARON SUTTON	PO 12197 MEDICARE PART B PREMIUM - 2022 MONTHLY P	170.10	170.10
28537	266 - SHARON SUTTON	PO 12198 MEDICARE PART B PREMIUM - 2022 MONTHLY P	170.10	170.10
28538	150 - SPACE FARMS ZOO AND MUSEUM	PO 13196 INV# 103122 - DEER REMOVAL - OCTOBER 202	29.00	29.00
28539	425 - STAPLES	PO 13159 ORDER# 7601810106 - OFFICE SUPPLIES	64.57	64.57
28540	1203 - STARLING R. NOTHSTINE	PO 13105 INV# 0001 - FALL FESTIVAL - DJ SERVICES	250.00	250.00
28541	48 - STILLWATER AREA VOLUNTEER FIRE COMP	PO 12562 2022 QUARTERLY CONTRIBUTIONS - OTHER EXP	7,712.50	7,712.50
28542	48 - STILLWATER AREA VOLUNTEER FIRE COMP	PO 12563 2021 QUARTERLY CONTRIBUTIONS	13,750.00	13,750.00
28543	160 - STILLWATER WATER DISTRICT 1	PO 12659 2022 WATER DISTRICT LEVY (BASED ON 358 U	28,267.68	28,267.68
28544	379 - SUSSEX COUNTY RENTAL CENTER	PO 13172 CONTRACT# 167725 - EQUIPMENT RENTAL	1,344.00	1,344.00
28545	866 - SUSSEX CTY DIV OF ENGINEERING	PO 13135 QUOTE - SIGNS	254.96	254.96
28546	598 - SUSSEX CTY FIRE SALES & SERV, LLC	PO 13143 INV# 4591,4592,4593 - EXTINGUISHER SERVI	738.00	738.00
28547	278 - TARA TOSTI	PO 13188 REIMBURSEMENT - FALL FESTIVAL	129.72	129.72
28548	279 - TOWNSHIP OF WANTAGE	PO 13206 4TH QTR 2022 COURT SERVICES PER RESO# 20	11,130.50	11,130.50
28549	156 - TRACTOR SUPPLY COMPANY	PO 13184 TICKET# 738219 - DEPT SUPPLIES; MISC; TO	372.86	372.86
28550	286 - TRI-STATE RENTALS INC.	PO 12987 INV# 62250,62705,62894 - EQUIPMENT RENTA	904.00	
		PO 13099 QUOTE# q3137 - FALL FESTIVAL - RENTALS	244.45	1,148.45
28551	574 - VALLEY PHYSICIAN SERVICES	PO 13202 INV# 650166C5622 - DOT ONSITE TESTING 1	102.00	102.00
28552	533 - VEX & GAGE, LLC	PO 13178 INV# 697 - LEGAL SERVICES - OCTOBER 2022	5,024.00	5,024.00
28553	1204 - WINDY BROW FARMS	PO 13107 INVOICE 10/7/2022 - FALL FESTIVAL	250.00	250.00
TOTAL				102,540.90

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

Check#	Vendor	Description	Payment	Check Total
614	142 - FIREFIGHTER ONE, LLC	PO 13167 INV# SI-00511544 - STFD TURNOUT (2022 C	19,474.25	19,474.25
	TOTAL			19,474.25

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STILLWATER TOWNSHIP

### List of Bills - (1210101000001) CASH - Dog Trust Dog Trust

Check#	Vendor	Description	Payment	Check Total
692	66 - NJ STATE DEPT OF HEALTH & SR SERVIC	PO 13187 ANIMAL LICENSING REPORT - OCTOBER 2022	10.20	10.20
	TOTAL			10.20

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STILLWATER TOWNSHIP

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

Check#	Vendor	Description	Payment	Check Total
630	90 - SCMUA-SUSSEX CTY MUNIC UTIL'S AUTH	PO 13164 INV# 4354 - SOLID WASTE DISP; COMINGLED	98.00	
		PO 13201 INV# 4389 - SOLID WASTE DISP; COMINGLED	157.20	255.20
	TOTAL			255.20

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STILLWATER TOWNSHIP

### List of Bills - (7910101000001) ESCROW - CASH ESCROW - SUBDIVISION ACCOUNT

Check#	Vendor	Description	Payment	Check Total
10231	70 - DOLAN AND DOLAN PA	PO 12823 STMT# 944676 - ZB LEGAL SERVICES - PFEIF	338.25	
		PO 13180 STMT# 944362,944679,945068 - PB LEGAL SE	363.00	701.25
10232	731 - GINA MCCABE RICHARDSON	PO 13100 REIMBURSEMENT - SENIOR SING-A-LONG	66.61	66.61
	TOTAL			767.86

**STILLWATER TOWNSHIP  
SUSSEX COUNTY, NEW JERSEY  
RESOLUTION 2022-172**

**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 November 15, 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 November 15, 2022, at the Stillwater Township Municipal Building, 964 Stillwater Road, Stillwater, Sussex County, New Jersey.

\_\_\_\_\_  
Lynda Knott, RMC  
Township Clerk



**STILLWATER TOWNSHIP  
SUSSEX COUNTY, NJ**

**RESOLUTION 2022-173**

**RESOLUTION AUTHORIZING A DONATION TO THE STILLWATER  
SCHOOL 6<sup>TH</sup> GRADE GRADUATION COMMITTEE**

WHEREAS, the Stillwater Township Committee received a request from Kayla Philhower Stillwater School 6<sup>th</sup> Grade Recognition Committee, seeking a donation toward the 6<sup>th</sup> grade graduation celebration for the Class of 2023; and

WHEREAS, the Township has received similar requests in prior years and the Township has made donations for the graduation events; and

WHEREAS, the Chief Financial Officer has certified sufficient funds are available for this expenditure;

NOW, THEREFORE, BE IT RESOLVED by the Stillwater Township Committee, County of Sussex, State of New Jersey that a donation in the amount of two hundred dollars (\$200.00) to the Stillwater School 6<sup>th</sup> Grade Recognition Committee is hereby approved.

**CERTIFICATION**

I hereby certify that the above Resolution was adopted by the Township Committee at their regular meeting held November 15, 2022, at the Stillwater Township Municipal Building, 964 Stillwater Road, Stillwater, Sussex County, New Jersey.

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Lynda Knott, RMC  
Township Clerk



**STILLWATER TOWNSHIP,  
SUSSEX COUNTY, NJ**

**RESOLUTION 2022-174**

**RESOLUTION OF THE TOWNSHIP OF STILLWATER APPROVING  
APPOINTMENTS OF TOWNSHIP BOARD AND COMMISSIONS FOR RECREATION  
COMMISSION SECRETARY – DANIELLE WUNDER**

**BE IT RESOLVED** by the Township Committee that they do hereby concur with the Mayor's Appointments and Committee appointments to Board and Commission Members for the year 2022 as follows:

**RECREATION COMMISSION**

Danielle Wunder as Recreation Secretary starting as of January 1, 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Stillwater, County of Sussex, State of New Jersey that they do hereby concur with the appointments herein for the year 2022.

Adopted: November 15, 2022

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Lynda Knott, Municipal Clerk

**STILLWATER TOWNSHIP,  
SUSSEX COUNTY**

**RESOLUTION 2022-175**

**MAYOR'S ACCEPTANCE OF THE RESIGNATION OF ALFIA SCHEMM  
FROM THE ZONING BOARD OF ADJUSTMENT AND PLANNING BOARD  
- SECRETARY**

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 Alfia Schemm, as secretary, from the Zoning Board of Adjustment and the Planning Board effective December 31, 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 November 15, 2022.

**Lynda Knott, Township Clerk**

**TOWNSHIP OF STILLWATER AUTHORIZING A SHARED SERVICES  
AGREEMENT WITH THE TOWNSHIP OF MONTAGUE FOR THE SERVICES OF A  
QUALIFIED PURCHASING AGENT**

**RESOLUTION 2022-176**

**WHEREAS**, the Township of Stillwater and the Township of Montague have agreed to enter into a Shared Services Agreement by which the Township of Stillwater shall provide Qualified Purchasing Agent services to the Township of Montague pursuant to N.J.S.A. 40A:65-1 et seq., and

**WHEREAS**, the Township of Stillwater and the Township of Montague agree to enter into the attached Shared Services Agreement;

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

4. The Shared Services Agreement between the Township of Stillwater and the Township of Montague is approved pursuant to N.J.S.A. 40A:65-1 et seq. The terms and conditions of the Agreement (Exhibit "A") are made a part of this Resolution.
2. The Mayor and Township Clerk are authorized to sign the Agreement on behalf of the Township.
3. This Resolution shall take effect immediately, however, it shall be void and of no effect in the event that the Township of Montague fails or refuses to adopt a similar resolution and/or execute the Shared Services Agreement.
4. A copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:65-4.

Certification

I hereby certify the foregoing to be a true copy of a resolution adopted by Stillwater Township Committee at a meeting held on November 15, 2022.

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Lynda Knott, Township Clerk

**SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIP OF STILLWATER  
AND THE TOWNSHIP OF MONTAGUE FOR QUALIFIED PURCHASING AGENT**

This Shared Services Agreement ("Agreement"), effective as January 1, 2022 ("Effective Date"), is made by and between the Township of Stillwater, a municipal corporation of the State of New Jersey ("Stillwater"), located at 964 Stillwater Road, Newton, NJ 07860, and the Township of Montague ("Montague"), located at 277 Clove Road, Montague, NJ 07827.

The purpose of this Agreement is for Stillwater, through the Shared Services, to provide to Montague the services of a Qualified Purchasing Agent as defined in N.J.S.A. 40A:11-4, et seq.

**WHEREAS**, the New Jersey Uniform Shared Services and Consolidated Act (N.J.S.A. 40A:65-1, et seq.) authorizes shared services between municipalities.

**WHEREAS**, Montague has a need for the services of a Qualified Purchasing Agent and has requested that Stillwater provide this service in accordance with the terms and conditions contained in this Agreement.

1. Nature of Agreement. This Agreement is a "Shared Services Agreement" pursuant to N.J.S.A. 40A:65-1, et seq. The nature and value of the services contracted in this Agreement excepts this Agreement from the bidding requirements of the Local Public Contracts Law, pursuant to, *inter alia*, N.J.S.A. 40A:11-3.
2. Description of Services Provided. Stillwater shall provide Montague the services of a Qualified Purchasing Agent ("QPA") as defined in N.J.S.A. 40A:11-9, as requested from time to time by Montague. Montague shall pay Stillwater for the services on an "as needed" and "as requested" basis.
3. Responsibility of Montague. Montague shall be responsible for paying Stillwater for the services of the QPA as provided for in Section 4 of this Agreement. Montague shall provide copies of all bid and quotation documents and information required by Stillwater in order to provide the QPA services.
4. Costs and Payment. Montague shall be billed monthly, or at such frequency as determined by Stillwater for the QPA services provided by Stillwater. The price for the services commencing on the Effective Date and for the first year of the Agreement is \$100.00 per hour. Stillwater shall bill Montague in quarter hour increments and shall provide monthly invoices to Montague for any services provided by Stillwater under this Agreement.

In accordance with Stillwater's payment policies, payments shall be made using the Stillwater invoices and vouchers system with payments due within thirty (30) days of the date of the invoice.

In the event a payment is not made within ten (10) days of its due date, it shall result in the imposition of a 5% late fee for each month or part of the month that the payment is not made.

5. Term of Agreement. The term of this Agreement shall end on December 31, 2021, unless terminated sooner. The parties may extend the Agreement annually for an additional term of one (1) year commencing on January 1, 2023 and ending on December 31, 2023 provided, however, that at least sixty (60) days prior to the commencement date of the renewal period the parties agree to any adjustments to the hourly rate of compensation to be paid to Stillwater from Montague. The rate shall be confirmed in writing by way of an Amendment to this Agreement. In the event that the parties are unable to agree to the adjustment of rate of compensation, either party may terminate as provided in this Agreement.
6. Review of Agreement. In the event the parties extend the term of this Agreement, they shall annually review and evaluate the nature and sufficiency of the services rendered under this Agreement and the compensation paid to Stillwater.
7. Termination. Either party may terminate this Agreement at any time by providing written notice to the other party at the address specified in this Agreement by written notice, confirmed mail delivery, no less than thirty (30) days prior to the date of termination, the notice itself shall specify the date the termination becomes effective ("termination date"). Montague shall be responsible for paying all sums owed to Stillwater for QPA services provided through the termination date upon termination of this Agreement.
8. Indemnification & Defense. When utilizing the QPA's services, Montague assumes entire responsibility and liability for any and all (excluding worker's compensation because the employee is only an employee of Stillwater Township) damage or injury of any kind or nature to person whether employees or otherwise, and to property real or personal caused by or resulting from the services of the QPA. Montague agrees to indemnify, defend, and hold harmless Stillwater and/or its governing body members, officers, agents and/or employees from and against any injury to persons or property caused or occasioned directly or indirectly by the QPA when utilized by Montague. In the event of loss, damage or injury, which may cause a claim to be filed, Montague shall submit to Stillwater in writing all particulars and details relating to the incident, including all subsequent related effects of such loss, damage or injury. Each incident shall be listed separately. Montague's obligation for indemnification for Stillwater includes paying for reasonable attorneys' fees and costs that may be incurred by Stillwater.
9. Entire Agreement and Amendment. This Agreement contains the entire understanding between the parties in regard to the subject matter. The Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.
10. Notice: Any notice required to be submitted pursuant to the terms and conditions hereof, or in conjunction with the performance of the service contemplated hereby, shall be served via certified mail, return receipt requested, overnight delivery service with written confirmation of delivery or by personal delivery and shall be served at the following addresses:

A. Township of Stillwater  
Township Clerk  
964 Stillwater Road  
Newton, New Jersey 07860

B. Township of Montague  
Township Clerk  
227 Clove Road  
Montague, New Jersey 07827.

11. Severability: Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision shall be deemed not part of this Agreement.
12. Governing Law. This Agreement shall be construed under, subject to and governed by the laws of the State of New Jersey, without regard to conflict of law principles. In the event of any dispute between the parties, the matter shall be submitted to the Superior Court of New Jersey with venue only in Sussex County for resolution.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be duly executed by their respective authorized officers; and the corporate seal of hereunto impressed.

ATTEST:

**TOWNSHIP OF STILLWATER**

\_\_\_\_\_  
Lynda Knott, Stillwater Clerk

By: \_\_\_\_\_  
George Scott, Mayor

ATTEST:

**TOWNSHIP OF MONTAGUE**

\_\_\_\_\_  
Eileen DeFabiis, Montague Clerk

BY: \_\_\_\_\_  
Richard Innella, Mayor

COUNTY OF SUSSEX :  
: SS  
STATE OF NEW JERSEY :

I, Lynda Knott, Township Clerk of the Township of Stillwater, hereby certify that George Scott signed this Agreement before me on this 15th day of November, 2022 and did so in the capacity of Mayor of the Township of Stillwater and was authorized to sign by resolution of the Township of Stillwater.

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Lynda Knott, Township Clerk

COUNTY OF SUSSEX :  
: SS  
STATE OF NEW JERSEY :

I, Eileen DeFabiis, Township Clerk of the Township of Montague, hereby certify that Richard Innella signed this Agreement before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and did so in the capacity of Mayor of the Township of Montague and was authorized to sign by resolution of the Township of Montague.

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Eileen DeFabiis, Township Clerk



**TOWNSHIP OF STILLWATER AUTHORIZING A SHARED SERVICES  
AGREEMENT WITH THE TOWNSHIP OF FRANKFORD FOR THE SERVICES OF A  
QUALIFIED PURCHASING AGENT**

**RESOLUTION 2022-177**

**WHEREAS**, the Township of Stillwater and the Township of Frankford have agreed to enter into a Shared Services Agreement by which the Township of Stillwater shall provide Qualified Purchasing Agent services to the Township of Frankford pursuant to N.J.S.A. 40A:65-1 et seq., and

**WHEREAS**, the Township of Stillwater and the Township of Frankford agree to enter into the attached Shared Services Agreement;

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

1. The Shared Services Agreement between the Township of Stillwater and the Township of Frankford is approved pursuant to N.J.S.A. 40A:65-1 et seq. The terms and conditions of the Agreement (Exhibit "A") are made a part of this Resolution.
2. The Mayor and Township Clerk are authorized to sign the Agreement on behalf of the Township.
3. This Resolution shall take effect immediately, however, it shall be void and of no effect in the event that the Township of Frankford fails or refuses to adopt a similar resolution and/or execute the Shared Services Agreement.
4. A copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:65-4.

**CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by Stillwater Township Committee at a meeting held on November 15, 2022.

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Lynda Knott, Township Clerk

**SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIP OF STILLWATER  
AND THE TOWNSHIP OF FRANKFORD FOR QUALIFIED PURCHASING AGENT**

This Shared Services Agreement ("Agreement"), effective as January 1, 2023 ("Effective Date"), is made by and between the Township of Stillwater, a municipal corporation of the State of New Jersey ("Stillwater"), located at 964 Stillwater Road, Newton, NJ 07860, and the Township of Frankford ("Frankford"), located at 151 US Highway 206, Augusta, NJ 07822.

The purpose of this Agreement is for Stillwater, through the Shared Services, to provide to Frankford the services of a Qualified Purchasing Agent as defined in N.J.S.A. 40A:11-4, et seq.

**WHEREAS**, the New Jersey Uniform Shared Services and Consolidated Act (N.J.S.A. 40A:65-1, et seq.) authorizes shared services between municipalities.

**WHEREAS**, Frankford has a need for the services of a Qualified Purchasing Agent and has requested that Stillwater provide this service in accordance with the terms and conditions contained in this Agreement.

1. Nature of Agreement. This Agreement is a "Shared Services Agreement" pursuant to N.J.S.A. 40A:65-1, et seq. The nature and value of the services contracted in this Agreement excepts this Agreement from the bidding requirements of the Local Public Contracts Law, pursuant to, *inter alia*, N.J.S.A. 40A:11-3.
2. Description of Services Provided. Stillwater shall provide Frankford the services of a Qualified Purchasing Agent ("QPA") as defined in N.J.S.A. 40A:11-9, as requested from time to time by Frankford. Frankford shall pay Stillwater for the services on an "as needed" and "as requested" basis.
3. Responsibility of Frankford. Frankford shall be responsible for paying Stillwater for the services of the QPA as provided for in Section 4 of this Agreement. Frankford shall provide copies of all bid and quotation documents and information required by Stillwater in order to provide the QPA services.
4. Costs and Payment. Frankford shall be billed monthly, or at such frequency as determined by Stillwater for the QPA services provided by Stillwater. The price for the services commencing on the Effective Date and for the first year of the Agreement is \$100.00 per hour. Stillwater shall bill Frankford in quarter hour increments and shall provide monthly invoices to Frankford for any services provided by Stillwater under this Agreement.

In accordance with Stillwater's payment policies, payments shall be made using the Stillwater invoices and vouchers system with payments due within thirty (30) days of the date of the invoice.

In the event a payment is not made within ten (10) days of its due date, it shall result in the imposition of a 5% late fee for each month or part of the month that the payment is not made.

5. Term of Agreement. The term of this Agreement shall end on December 31, 2023, unless terminated sooner. The parties may extend the Agreement annually for an additional term of one (1) year commencing on January 1, 2024 and ending on December 31, 2024 provided, however, that at least sixty (60) days prior to the commencement date of the renewal period the parties agree to any adjustments to the hourly rate of compensation to be paid to Stillwater from Frankford. The rate shall be confirmed in writing by way of an Amendment to this Agreement. In the event that the parties are unable to agree to the adjustment of rate of compensation, either party may terminate as provided in this Agreement.
6. Review of Agreement. In the event the parties extend the term of this Agreement, they shall annually review and evaluate the nature and sufficiency of the services rendered under this Agreement and the compensation paid to Stillwater.
7. Termination. Either party may terminate this Agreement at any time by providing written notice to the other party at the address specified in this Agreement by written notice, confirmed mail delivery, no less than thirty (30) days prior to the date of termination, the notice itself shall specify the date the termination becomes effective ("termination date"). Frankford shall be responsible for paying all sums owed to Stillwater for QPA services provided through the termination date upon termination of this Agreement.
8. Indemnification & Defense. When utilizing the QPA's services, Frankford assumes entire responsibility and liability for any and all (excluding worker's compensation because the employee is only an employee of Stillwater Township) damage or injury of any kind or nature to person whether employees or otherwise, and to property real or personal caused by or resulting from the services of the QPA. Frankford agrees to indemnify, defend, and hold harmless Stillwater and/or its governing body members, officers, agents and/or employees from and against any injury to persons or property caused or occasioned directly or indirectly by the QPA when utilized by Frankford. In the event of loss, damage or injury, which may cause a claim to be filed, Frankford shall submit to Stillwater in writing all particulars and details relating to the incident, including all subsequent related effects of such loss, damage or injury. Each incident shall be listed separately. Frankford's obligation for indemnification for Stillwater includes paying for reasonable attorneys' fees and costs that may be incurred by Stillwater.
9. Entire Agreement and Amendment. This Agreement contains the entire understanding between the parties in regard to the subject matter. The Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.
10. Notice: Any notice required to be submitted pursuant to the terms and conditions hereof, or in conjunction with the performance of the service contemplated hereby, shall be served via certified mail, return receipt requested, overnight delivery service with written confirmation of delivery or by personal delivery and shall be served at the following addresses:
  - A. Township of Stillwater  
Township Clerk  
964 Stillwater Road  
Newton, New Jersey 07860

B. Township of Frankford  
Township Clerk  
151 US Highway 206  
Augusta, New Jersey 07822.

11. Severability: Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision shall be deemed not part of this Agreement.
12. Governing Law. This Agreement shall be construed under, subject to and governed by the laws of the State of New Jersey, without regard to conflict of law principles. In the event of any dispute between the parties, the matter shall be submitted to the Superior Court of New Jersey with venue only in Sussex County for resolution.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be duly executed by their respective authorized officers; and the corporate seal of hereunto impressed.

ATTEST:

**TOWNSHIP OF STILLWATER**

\_\_\_\_\_  
Lynda Knott, Stillwater Clerk

By: \_\_\_\_\_  
George Scott, Mayor

ATTEST:

**TOWNSHIP OF FRANKFORD**

\_\_\_\_\_  
Lori Nienstedt, Frankford Clerk

BY: \_\_\_\_\_  
Emery Castimore, Mayor

COUNTY OF SUSSEX :  
: SS  
STATE OF NEW JERSEY :

I, Lynda Knott, Township Clerk of the Township of Stillwater, hereby certify that George Scott signed this Agreement before me on this 15th day of November, 2022 and did so in the capacity of Mayor of the Township of Stillwater and was authorized to sign by resolution of the Township of Stillwater.

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Lynda Knott, Township Clerk

COUNTY OF SUSSEX :  
: SS  
STATE OF NEW JERSEY :

I, Lori Nienstedt, Township Clerk of the Township of Frankford, hereby certify that Emery Castimore signed this Agreement before me on this \_\_\_\_ day of \_\_\_\_\_, 2022 and did so in the capacity of Mayor of the Township of Frankford and was authorized to sign by resolution of the Township of Frankford.

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Lori Nienstedt, Township Clerk

# Stillwater Township

Sussex County, New Jersey

## Resolution 2022-178

### RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF STILLWATER AUTHORIZING THE ISSUANCE OF RAFFLE LICENSES RA-22-06 AND RA-22-07

**WHEREAS** the following Raffle Applications with required fees have been submitted for Township Committee approval;

<u>Raffle #</u>	<u>Applicant</u>	<u>Date</u>	<u>Type of Game</u>
RA-06	Stillwater Township PTA	3/24/23	50/50
RA-07	Stillwater Township PTA	3/24/23	Tricky Tray

**WHEREAS** said Raffle Applications have been provided to the Township Committee and New Jersey State Police for their review;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Stillwater, County of Sussex, State of New Jersey, the following:

1. The appropriate officials are hereby authorized to execute the findings and determination for the above application and shall forward same to the Legalized Games of Chance Control Commission (LGCCC) for review.
2. That the above license shall be issued pending LGCCC approval, pursuant to N.J.A.C. 13.1 et seq.

I hereby certify this is a true copy of the Resolution adopted by the Township Committee of the Stillwater Township on November 15, 2022.

\_\_\_\_\_  
Lynda Knott, Township Clerk

**TOWNSHIP OF STILLWATER  
COUNTY OF SUSSEX**

**November 15, 2022**

**RESOLUTION 2022-179**

**RESOLUTION AUTHORIZING A TRANSFER OF 2022 APPROPRIATIONS**

**WHEREAS**, the Finance Officer certifies there are insufficient funds in the budgetary accounts listed below to meet the demands thereon for the balance of the year; and

**WHEREAS**, the Finance Officer certifies there appear to be a surplus in the budgetary accounts listed below, over and above the demand deemed necessary for the balance of the year; and

**WHEREAS**, N.J.S.A. 40A:4-58 provides that transfers of funds may be made during the last two months of the budget year;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Stillwater that the Chief Financial Officer is authorized to make a transfer in 2022 budget appropriations in the amount of \$29,900.00 within the Current Fund, as follows:

<b>Current Fund</b>		<b>From:</b>	<b>To:</b>
General Admin: S&W		\$ 29,900.00	
	Municipal Clerk: S&W		\$29,900.00
		\$ 29,900.00	\$29,900.00

**CERTIFICATION**

I hereby certify that the above Resolution was adopted by the Township Committee at their regular meeting held November 15, 2022, at the Stillwater Township Municipal Building, 964 Stillwater Road, Stillwater, Sussex County, New Jersey.

\_\_\_\_\_  
Lynda Knott, RMC  
Township Clerk



**RESOLUTION 2022-180**  
**RESOLUTION TO AUTHORIZE PAYMENT OF REDEMPTION**

WHEREAS, on December 15, 2000 Gisela Rutnik, Collector of Taxes sold at Public auction Tax Lien for delinquent municipal taxes on premises known as Block 1301 Lot 15 to Pro Capital Funds 2500 McClan Avenue Suite 200 Pennsauken, NJ 08109.

WHEREAS, the Tax Collector has received redemption of said lien on November 11, 2022 and has deposited said sum in the current account of the Township of Stillwater.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Committee of the Township of Stillwater that as soon thereafter as the redemption funds have cleared the current account, cancellation shall be made of the Certificate of Sale in the sum of \$ 14,680.14.

**CERTIFICATION**

I hereby certify that the above Resolution was adopted by the Township Committee at their regular meeting held November 15, 2022, at the Stillwater Township Municipal Building, 964 Stillwater Road, Stillwater, Sussex County, New Jersey.

\_\_\_\_\_  
Lynda Knott, RMC  
Township Clerk