

**STOCKTON BOROUGH COUNCIL**

**Regular Meeting Agenda**

**January 17, 2024 – 7:00 pm**

**Borough Hall, 2 South Main Street, Stockton, NJ**

1. **CALL TO ORDER AND STATEMENT OF COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT:** This meeting is called pursuant to the provisions of the Open Public Meetings Act. Adequate notice of this meeting has been provided by a notice mailed to the Hunterdon County Democrat and The Trenton Times, posted on the Borough Website, on the window of Borough Hall, and filed with the Borough Clerk as required by law.
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**

Brown, Fisher, Folz, Hunt, Kozuhowski, Mann, Lipsen

1. **PROCLAMATION:** None
2. **OPEN PUBLIC COMMENT:**
* Any persons desiring to address the Borough Council during periods designated for public comment shall first seek recognition by the Mayor, or presiding officer, and upon recognition shall state their name and address. All comments shall be addressed to the mayor, or presiding officer. Comment will be limited to 5 minutes per comment.
1. **ORDINANCES 1st Reading:**
* None

 **ORDINANCES-2nd Reading Public Hearing/Adoption**

* None
1. **RESOLUTIONS**

24-28 Tax Refund

24-29 Payment of Bills

24-30 Shared Service UCC

24-31 Eckert Professional Services

1. **APPROVAL OF MINUTES**

July 17, 2023

August 15, 2023

December 18, 2023

January 3, 2024

1. **CORRESPONDENCE**
* None
1. **OLD BUSINESS**
* None
1. **NEW BUSINESS**
* None
1. **MAYOR’S REPORT, BOROUGH COUNCIL COMMENTS, & COMMITTEE REPORTS**
2. **OPEN PUBLIC COMMENT**
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1. **EXECUTIVE SESSION – Resolution:** To enter into Executive Session for the purpose of:
* None

The discussion is expected to take approximately \_\_\_\_0\_\_\_ minutes.

1. **POTENTIAL ACTIONS ON ITEMS FROM EXECUTIVE SESSION**
2. **NEXT MEETING –** February 12, 2024 (2nd Monday)
3. **ADJOURNMENT**

**Stockton Borough Council**

**RESOLUTION #24-28**

**Property Tax Refund**

 WHEREAS, the Stockton Borough Tax Assessor has received all documents confirming the status of a permanently disabled veteran effective 9/18/23 for the owner of record of XXXXX.; and

 WHEREAS, this property will remain exempt from property tax while it remains the principal residence of the permanently and totally disabled veteran; and

 WHEREAS, the property owner already paid taxes and now is entitled to a refund for partial third (3rd) quarter and all of fourth quarter (4th) 2023 taxes in the amount of $2640.17;

 NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stockton, County of Hunterdon, State of New Jersey, that the billing be cancelled for XXXXX and that a refund be given in the amount of $2640.17;

 XXXXX

 XXXXX.

 Stockton NJ 08559

 BE IT FURTHER RESOLVED that the records of the Tax Collector be adjusted to reflect the exempt status and a certified copy of this resolution be provided to the Tax Collector and Chief Financial Officer.

**Stockton Borough Council
Resolution #24-29**

**Authorizing Payment of Municipal Obligations**

**WHEREAS,** the Mayor and Council of the Borough of Stockton find and declare that certain municipal obligations have come due and are now payable; and

**WHEREAS,** the Mayor and Council of the Borough of Stockton further find and declare that said obligations have been itemized on the annexed schedules, which are hereby attached and deemed part of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Stockton, County of Hunterdon, State of New Jersey does hereby authorize payment of said municipal obligations, in accordance with the recommendations of the Chief Financial Officer and the Treasurer in the amount of $\_\_\_\_\_\_\_

**Stockton Borough Council
Resolution #24-30**

**SHARED SERVICES AGREEMENT**

**CONSTRUCTION CODE ENFORCEMENT**

WHEREAS THIS AGREEMENT ("Agreement"), entered into this 17th day of January 2024 effective

January 1 , 2024 through December 31, 2027 by and between the Township of Delaware, 570 Rosemont Ringoes Road, P.O. Box 500, , Sergeantsville, New Jersey 08557 ("Delaware") and the Borough of Stockton, 2 S. Main Street, P.O. Box M, Stockton, New Jersey 08559 ("Stockton" and collectively with "Delaware," the "Parties").

WHEREAS, there is established in Delaware Township an enforcing agency created pursuant to the State Uniform Construction Code Act, N.J.S.A. 52:27D-1 19 et seq. and its regulations, N.J.A.C. 5:231.1 et seq. (collectively the "UCC") known as the Delaware Township Construction Code Agency; and

WHEREAS, the Delaware Township Construction Code Agency consists of a construction official and such sub code officials that are necessary to administer and enforce the UCC in Delaware; and

WHEREAS, Stockton is in need of the services of an enforcing agency to administer and enforce the UCC in Stockton; and

WHEREAS, the Parties are interested in entering into a four (4) year agreement whereby the Delaware Township Construction Code Agency will administer and enforce the UCC in Stockton; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-l et seq. authorizes the Parties to enter into a Shared Services Agreement for the administration and enforcement of the UCC; and

WHEREAS, the Parties have each authorized and approved this Agreement in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-l et seq.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties do hereby enter into this Shared Services Agreement subject to the following terms and conditions:

1. Scope of Services.
	1. Delaware, through the Delaware Township Construction Code Agency, shall administer and enforce the UCC in Stockton for a term of four (4) years. The Delaware Township Construction Code Agency shall furnish a properly licensed construction code official, technical assistant, building subcode official, building inspector, fire protection subcode official, electrical subcode official and plumbing subcode official (collectively "Officials"). Except as otherwise provided in this Paragraph, the Officials shall carry out all functions including but not limited to the supervision of all construction code enforcement activities, inspections and issuance of permits as required by law pursuant to the UCC and other applicable State and federal laws and regulations (collectively "Services").
	2. "Services" shall not include elevator safety subcode enforcement, zoning enforcement, flood plain approval or Uniform Fire Code enforcement in Stockton.
	3. In the event of a natural disaster affecting Stockton and/or Delaware, Delaware shall not be responsible for Services in Stockton if its forces do not permit, in which case Stockton shall call upon the Department of Community Affairs for necessary assistance.
2. Payment: Collection of Fees.

a. in consideration for the provision of the Services, Stockton shall pay Delaware as follows:

* + 1. All permit and inspection fees paid in connection with administering and enforcing the UCC in Stockton shall be collected and retained by Delaware. Fees for permits and inspections conducted in Stockton shall be based on Delaware's then-current fee schedule for same.
		2. Stockton shall be responsible for Delaware's out-of-pocket expenses incurred for administration and enforcement of the UCC in Stockton, which shall include, but not be limited to, mileage, copying costs, postage and purchase of UCC forms. Stockton shall not be responsible for any Delaware employee compensation or clerical assistance not otherwise specifically set forth in this Agreement.
		3. Stockton shall be responsible for reimbursing Delaware for legal fees and costs necessary for review of this Agreement and any amendments hereto.
1. Primary Employer.

Notwithstanding Section 2, Delaware is the primary employer of the Officials pursuant to the Uniform Shared Services and Consolidation Act.

1. Office Location.
	1. The Delaware Township Construction Code Agency shall conduct ail non-field work (including but not limited to application and plan review) necessary to complete the Services at its offices at Delaware Township Hall. The Delaware Township Construction Code Agency shall not be responsible for conducting any non-field work at Stockton Borough Hall.
	2. Construction permits for Stockton shall be filed at Delaware Township's offices until they are closed. Once a Stockton permit is closed, it shall be transmitted to Stockton for filing and retention. All OPRA requests for Stockton's closed permits shall be handled by Stockton Borough.
	3. Stockton, at its municipal offices, shall maintain and make available to applicants the necessary forms and documents for UCC inspections and permits. Delaware shall also maintain and make available such UCC application forms and documents at its offices.
2. Term of Agreement: Termination of Services.
	1. The term of this Agreement shall be four (4) years commencing on January 1, 2024 and terminating on December 31, 2027.
	2. In the event that Delaware is no longer able to provide the Services due to employee staffing changes in the Delaware Township Construction Code Agency or unexpected budgetary constraints that are not anticipated at the execution of the Agreement, this Agreement shall terminate with sixty (60) days' notice to Stockton. In the event that, Stockton no longer desires the Services for similar reasons, this Agreement shall terminate with sixty (60) days' notice to Delaware.
3. Extension of Term.

a. Prior to the expiration of this Term, the Parties shall be permitted to negotiate and execute an amended Shared Services Agreement for the provision of Services by Delaware to Stockton for future terms. In the event the Parties seek to continue the Services for additional terms, the Parties shall review and as appropriate revise the material terms and conditions of this Agreement (including but not limited to Payment), and, upon agreement and approval by Resolution of the respective governing bodies, execute an amended Shared Services Agreement. Notwithstanding the above, neither Party shall have any obligation to enter into any future amended Shared Services Agreement. Each Party's decision to enter into an amended Shared Services Agreement shall be subject to its sole and absolute discretion.

1. Invalidity; Partial Invalidity.

In the event this Agreement or any part thereof shall be invalidated by a court of competent jurisdiction or proved otherwise unenforceable, the provisions for the enforcement and administration of the UCC shall be continued by the Delaware Township Construction Code Agency on an interim or emergency basis for period of up to thirty (30) days or until a permanent solution is affected, whichever occurs first.

1. Indemnity.

Stockton shall indemnify, defend and hold Delaware, and its agents, employees and officials, harmless from and against all liabilities, penalties, fines, costs, losses, claims, demands, orders, judgments or administrative actions, including, reasonable attorneys' fees, (collectively referred to as "Claims") arising out of Delaware's performing Services under this Agreement on behalf of Stockton, unless such Claims arise from the intentional or negligent actions of Delaware or its agents, employees and officials.



In the event any of the Services entail issuance of violations, notices or appeals and/or enforcement actions under the Uniform Construction Code, any court, administrative, and/or appeals proceedings arising out of said violation notices, appeals and/or enforcement actions are not included in the Services to be provided under this Agreement. Stockton shall be responsible for prosecuting such proceedings, and all costs associated with such proceedings shall be borne exclusively by Stockton.

10. Department of Community Affairs.

The Parties shall provide the Department of Community Affairs with all Resolutions authorizing this Agreement, together with a copy of this Agreement, upon its execution by both Parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above

**Stockton Borough Council
Resolution #24-31
Awarding Non-Fair and Open Contract – Real Estate**

**WHEREAS**, the Borough of Stockton seeks to appoint the law firm of Eckert Seamans Cherin & Mellott, LLC to assist the Borough with pending real estate transactions (with which it has been previously engaged prior to January 1, 2024) on an as-needed basis, and as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS,** the Local Public Contracts law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of a contract for Professional Services without competitive bids and the contract itself must be awarded for public inspection; and

**WHEREAS,** the term of this contract for this service is one year from January 1, 2024 through December 31, 2024; and

**WHEREAS,** Eckert Seamans Cherin & Mellott, LLC and Michael R. Butler, Esq. will provide legal services as sought by the Borough of Stockton at the hourly compensation in the Agreement which is on file in the Municipal Clerk’s Office; and

**WHEREAS,** Eckert Seamans Cherin & Mellott, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the firm has not made any reportable contributions to a political or candidate committee in the Borough of Stockton with the elected officials in the previous one year, and that the contract will prohibit the firm of Eckert Seamans Cherin & Mellott, LLC from making any reportable contributions through the term of the contract; and

**WHEREAS,** the Chief Financial Officer, Diane McDaniel, has certified the availability of funds; and

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Stockton, County of Hunterdon, State of New Jersey that they do hereby provide advice and consent to the award of a professional services contract with Eckert Seamans Cherin & Mellott, LLC, consistent with the foregoing “Whereas” clauses, for a term of one year from January 1, 2024, through December 31, 2024.

**BE IT FURTHER RESOLVED** that the Borough Council authorizes the Mayor and Municipal Clerk to enter into a contract with Eckert Seamans Cherin & Mellott, LLC as described herein to the satisfaction of the Borough Council; and

**BE IT FURTHER RESOLVED** that the contract, resolution, and other pertinent documents shall remain on file in the office of the Municipal Clerk; and

**BE IT FURTHER RESOLVED** that a notice of this action shall be printed once in the Borough’s legal newspaper.