

Borough of Englishtown

****REGULAR MEETING****

Regular Meeting of the Mayor and Council of the Borough of Englishtown
15 Main Street, Englishtown, New Jersey 07726.

May 9, 2024

6:00 PM Executive Session Public Session to Follow

ANNOUNCEMENT OF MEETING (OPEN PUBLIC MEETINGS ACT NOTICE)

I hereby announce that pursuant to Section 5 of the Open Public Meetings Act that adequate notice of this meeting has been provided in the notice which was sent to the Asbury Park Press, and posted on the bulletin board in Borough Hall and filed in the Borough Clerk's Office on March 24, 2024.

Executive Session: Attorney Client Privilege Matter
Personnel
Contract Negotiations

Regular Meeting:

1. Meeting Called to Order and Roll Call

2. Statement of Compliance with Sunshine Law
3. Salute to the Flag
4. Approval of Minutes
 - March 5, 2024 Special Meeting
 - March 27, 2024 Executive & Public Session
 - April 4, 2024 Budget Workshop Meeting
5. Open Public Portion Limited to Agenda Items Only
Limited to three (3) minutes per citizen to be determined at Borough Council's discretion. Any and all situations regarding Borough Personnel, when names are implied or mentioned, are to be brought to the full attention of the Council through an appointment and subsequent disclosure through the Personnel Committee.
6. New Business
 - Ordinance 2024-09 FIRST READING AND INTRODUCTION
Ordinance Amending Chapter 620 of the Borough Code by Adopting a New Zoning Map

7. Consent Agenda
 - Resolution 2024-087
Entering Shared Service Agreement with Freehold Township for Licensed Operational Services for Englishtown Water-Sewer Utilities
 - Resolution 2024-088
Appointing PM Consulting as Temporary Certified Finance Officer
 - Resolution 2024-089
Resolution of Support and Sustainability for Licensed Class V Retail Cannabis Dispensary Cannasense, Inc.
 - Resolution 2024-090
Accepting the Resignation of Mike Reynolds, Facilities Technician
8. Public Portion- Non-Agenda Items
Limited to three (3) minutes per citizen to be determined at Borough Council's discretion. Any and all situations regarding Borough Personnel, when names are implied or mentioned, are to be brought to the full attention of the Council through an appointment and subsequent disclosure through the Personnel Committee.
9. Adjournment

**** NEXT COUNCIL MEETING MAY 22, 2024 AT 6:30 PM ****

ORDINANCE 2024-09
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
ENGLISHTOWN AMENDING CHAPTER 620 OF THE BOROUGH CODE BY
ADOPTING NEW ZONING MAP

WHEREAS, the Official Zoning Map currently in effect is dated August 28, 1990 and has been determined to be inaccurate and out of date; and

WHEREAS, the Mayor and Council wish to update the Official Zoning Map for the Borough of Englishtown pursuant to N.J.S.A. 40:55D-32; and

WHEREAS, the Borough Surveyors, DMC Associates Inc., prepared a new Official Zoning Map entitled *Englishtown Zoning Map*, dated April 30, 2024 (the "Revised Official Zoning Map"), which map accurately depicts the zone district boundaries and the current geography of the Borough;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Englishtown, County of Monmouth, State of New Jersey, that the Revised General Ordinances of the Borough of Englishtown are hereby amended as follows:

SECTION 1

The Chapter 620, Zoning, shall be amended as follows:

§ 620-4

The boundaries of the zoning districts are hereby established as shown on the map entitled "Zoning Map of the Borough of Englishtown" dated April 30, 2024, prepared by DMC Associates, Inc.~~August 28, 1990~~, as amended, which accompanies and is hereby made a part of this chapter. The Zoning Map is on file in the office of the Borough Clerk.

SECTION 2

All Ordinances or parts of Ordinances inconsistent with this Ordinance if held to be unconstitutional or invalid for any reason shall not affect the remaining portions of this Ordinance.

SECTION 3

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

DATE OF INTRODUCTION May 9, 2024

Council Member	Motion/Second	Aye	Nay	Abstain	Absent
Jewusiak					
M. Lewis					
W. Lewis					
Reque					
Sabin					
Sarti					
Mayor Francisco	tie vote only				

DATE OF ADOPTION May 22, 2024

Council Member	Motion/Second	Aye	Nay	Abstain	Absent
Jewusiak					
M. Lewis					
W. Lewis					
Reque					
Sabin					
Sarti					
Mayor Francisco	tie vote only				

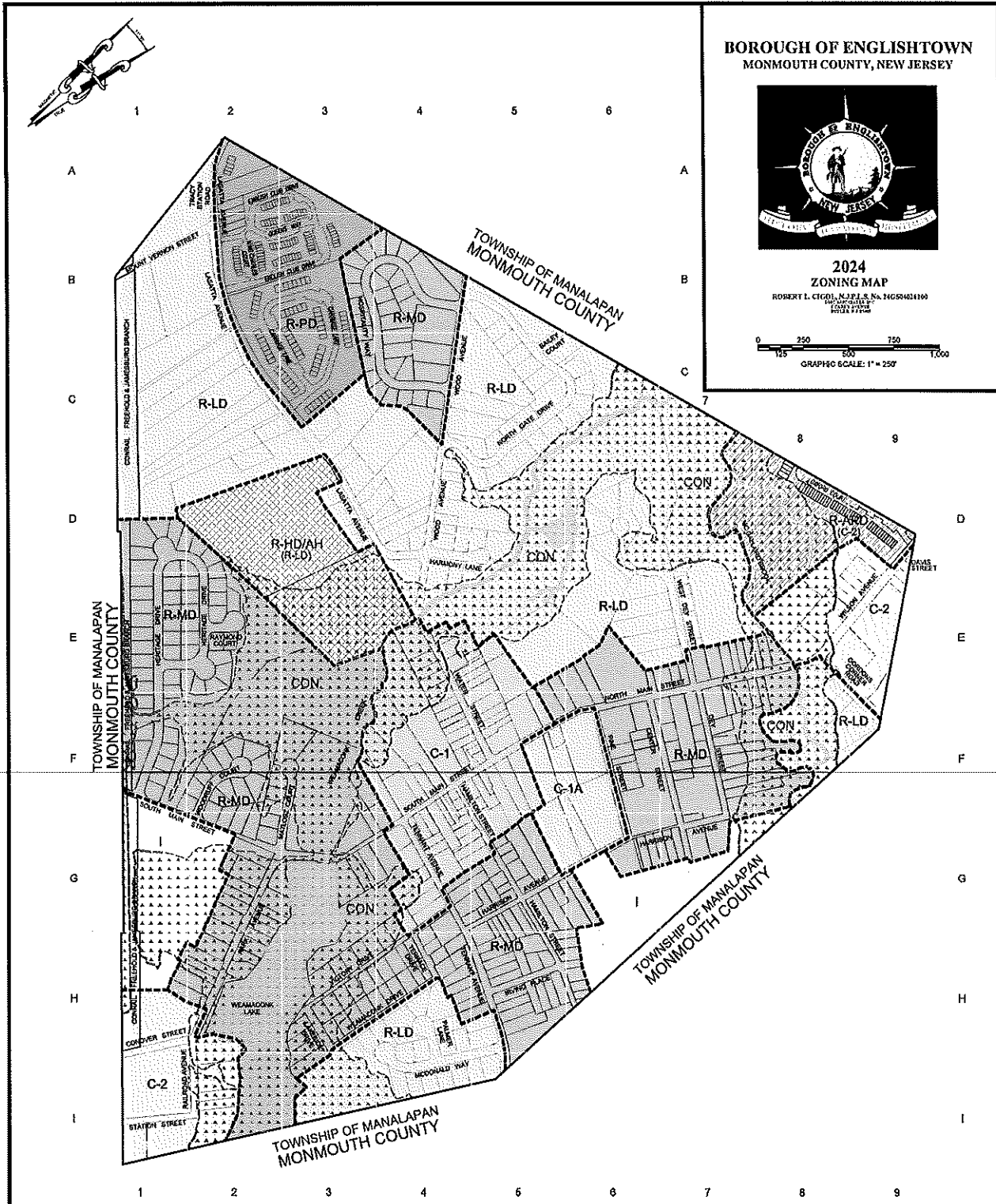
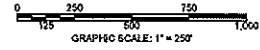
Date: _____
Mayor Daniel Francisco

 Attested

BOROUGH OF ENGLISHTOWN
MONMOUTH COUNTY, NEW JERSEY



2024
ZONING MAP
 ROBERT L. CIGOLI, N.J.P.L. No. 146524021100
 PREPARED BY
 POLARIS STUDIO



ZONE LEGEND

ZONE DISTRICTS		OVERLAY ZONES	
	R-LD RESIDENTIAL - LOW DENSITY		R-HD/AH RESIDENTIAL HIGH DENSITY / AFFORDABLE HOUSING
	R-MD RESIDENTIAL - MEDIUM DENSITY		R-APD RESIDENTIAL AFFORDABLE PLANNED DEVELOPMENT
	R-PD RESIDENTIAL - PLANNED DEVELOPMENT		CON CONSERVATION
	C-1 COMMERCIAL - CENTRAL		
	C-1A COMMERCIAL - CENTRAL		
	C-2 COMMERCIAL - GENERAL		
	I INDUSTRIAL ZONE		

STREET INDEX

B BULLY COURT	C5	D DANLON STREET	F4, G5, H5, H6	H NORTH GATE DRIVE	65, C4, C5, C6, C5	S SOUTH MAPLE STREET	F1, G2, G3, F4, G4, F5
C CAPRICE LANE (PVT)	G2, B3, C2, C3	E HARMONY LANE	D4, D5	I NORTH MAIN STREET	E7, E8, F5, F6	T TENNENT AVENUE	G4, H4, H5, H5
D CENTER STREET	F6, F7, G7	F HARRISON AVENUE	G4, G5, G6, G7	J OXFORD COURT (PVT)	O8, D9	U TERPICK DRIVE	H4
E CONOVER STREET	H1	G HERITAGE DRIVE	D1, D2, E1, E2, F1	K PARKER LANE	H6	V TRACY STATION ROAD	A2
F CONOVER STREET	H1	H HOSPITALITY WAY	B3, B4, C4	L PINE STREET	G2, H2, I2	W VICTORY DRIVE	G4, H3, H4
G DEY STREET	O9	I IRVING PLACE	H5, H6	M QUEENS WAY (PVT)	D2, D3	X WATER STREET	E6, F4, F5
H ENGLISH CLUB DRIVE (PVT)	F7	J RING CHARLES COURT (PVT)	B2	N RAILROAD (CONRAL)	H2, H2, I2	Y WEAVER DRIVE	H2, H4
I GORDON'S CORNER ROAD	A2, A3, B2, B3	K LASATTA AVENUE	H3	O RAILROAD AVENUE	B1, C1, D1, E1, F1, G1, H1, H1	Z WOODS AVENUE	D9, E8, E9
	E8, E9, F8, F9	L LAKESIDE DRIVE	A2, B2, C2, C3, D3, D4	P RAYMOND COURT	H2, I2		D4, C4, D4, E4
		M WATLOUS COURT	F3, G2, G3		E2		F3, G3
		N WATLOUS COURT	H3, H4, H5, H5, H5, H5				
		O MOUNT VERNON ROAD	B1, B2				

**BOROUGH OF ENGLISHTOWN
RESOLUTION NO. 2024-087**

RESOLUTION OF AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH FREEHOLD TOWNSHIP FOR LICENSED OPERATIONAL SERVICES FOR THE ENGLISHTOWN WATER-SEWER AUTHORITY

WHEREAS, the “Uniform Shared Services and Consolidation Act” N.J.S.A. 40A:65-1 through 40A:65-35 (the “Act”), authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough of Englishtown has identified an area where working together through shared services will result in positive outcomes for both municipalities; and

WHEREAS, the Borough of Englishtown now wishes to enter into a Shared Services Agreement (“Agreement”) for Licensed Operational Services for the Englishtown Water-Sewer Authority with Freehold Township for a term beginning May 18th, 2024 and May 18th, 2025; and

WHEREAS, Freehold Township has agreed to provide the Borough of Englishtown with Licensed Operational Services for the Englishtown Water-Sewer Authority pursuant to the terms and conditions set forth in a Shared Services Agreement between the Parties.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Englishtown in the County of Monmouth, State of New Jersey that it hereby authorizes and directs the Mayor to execute a Shared Services Agreement for Licensed Operational Services for the Englishtown Water-Sewer Authority as set forth in the proposed agreement.

Council Member	Motion/Second	Aye	Nay	Abstain	Absent
Jewusiak					
M. Lewis					
W. Lewis					
Reque					
Sabin					
Sarti					
Mayor Francisco	tie vote only				

I do hereby certify the above to be a true copy of a resolution adopted by the Governing Body of the Borough of Englishtown at a regular meeting held May 9, 2024.

Kerry Killeen, Municipal Clerk

Updated 4/1/2024

**SHARED SERVICES AGREEMENT
BETWEEN FREEHOLD TOWNSHIP & ENGLISHTOWN BOROUGH
LICENSED OPERATIONAL SERVICES FOR
ENGLISHTOWN WATER-SEWER UTILITIES**

THIS SHARED SERVICES AGREEMENT is effective the 18th day of May, 2024 between TOWNSHIP OF FREEHOLD and BOROUGH OF ENGLISHTOWN, municipal corporations of the State of New Jersey;

The purpose of this Agreement is for Freehold Township to take responsibility for the Borough of Englishtown for its Water-Sewer Utilities and to provide all services as lead agency under the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 to -34, with respect to the Borough's Water-Sewer Utilities. Freehold Township shall provide Licensed Operational Services for Englishtown Borough Water-Sewer Utilities necessary to ensure that the Borough of Englishtown's Water-Sewer Utilities meet appropriate levels of safety and regulatory compliance, including but not limited to:

1. Conduct site visits, no less than once per week, to the water treatment plant and wastewater collection system
2. Prepare all required daily, monthly and quarterly reports
3. Conduct and review day to day operations
4. Complete State reporting requirements
5. Complete computerized operation and maintenance schedule to include daily, weekly and monthly maintenance for the water treatment plant and wastewater collection system
6. Inspection and review of construction activities of the treatment plant, distribution system, water tanks and collection system under supervision of project engineers.
7. Provide trained operators for the operation of the water treatment facility and wastewater collection system
8. Conduct duties of licensed operator for the wastewater C-2 wastewater collection system, T-2 water treatment plant and W-2 water distribution system

9. Prepare and maintain operation and maintenance manuals for the public water system and wastewater collection system
10. Assist in the completion of Lead Service Line Replacement and Survey requirements.

Additional operations to be provided by Freehold Township, to the extent not previously provided, beginning May 18, 2024:

- Provide staffing for the operation and maintenance of the Borough's Water Treatment Plant, Water Distribution and Wastewater Collection Systems
- Conduct daily and monthly water plant operations including maintenance
- Conduct daily and monthly system operations including maintenance
- Meter reading and repairs
- Perform utility markouts
- Respond to service calls
- Respond to plant alarms
- Execute all State Reporting requirements
- Create and execute plant and system maintenance schedules
- Assist in the inspection of water, wastewater system and plant construction activity subject to the direction of Project Engineers.
- Assist the Borough in meeting all Lead Service requirements
- Update and maintain Operation and Maintenance, EPR and Safety Manuals

Exclusions

- Heavy equipment operations
- Plumbing work outside the water treatment plant
- Electrical work
- Use of Township of Freehold equipment or supplies without reimbursement
- Building maintenance
- Well maintenance and repairs
- Water meter testing
- Water system sampling
- Excavation
- Masonry

- Preparation of surfaces and painting
- Tasks which require a crew with additional Township equipment (Flushing, Jetting, etc.)

In addition, Freehold Township shall provide said services according to the following:

1. This updated Agreement shall take effect May 18, 2024 and shall expire December 31, 2024. Either municipality may terminate this Agreement by giving 60 days advanced written notice to the other party.
2. The following Freehold Township staff members with associated New Jersey State Operational Licenses will be available under the supervision of Freehold Township for oversight of the Englishtown Borough's Utility:

<u>Freehold Township Utilities Staff</u>	<u>Licenses</u>
Timothy Keune, Superintendent of Water and Sewer	T-3, C-4 & W-4
Christopher Beeh, Asst. Supt. of Water and Sewer	T-3, C-2 & W-3
James Alexander, Supervisor of Water and Sewer	T-3, C-2 & W-2

Freehold Township reserves the right to substitute personnel for each of the positions, provided any replacement personnel hold the same or superior licensing and hold the same position of responsibility with the Township.

3. Freehold Township further offers equipment, owned and operated by the Freehold Township Utilities Department, for use by the Borough of Englishtown on a scheduled or as-needed basis or for emergencies. The following equipment is available at the corresponding daily rates:

<u>Freehold Township Equipment</u>	<u>Daily Rate</u>
Sewer jet-vac truck with 2-man crew	\$1,591.01
Closed-circuit television camera truck	\$1,316.70

Freehold Township reserves the right to retire, replace or not to replace any listed equipment.

4. The rate for Operational Services using the above-referenced staff will be \$8,000.00 per month (\$96,000.00 per year) and will be billed monthly by the Township.
5. Payment shall be due from Englishtown Borough within 30 days of the date of billing.

6. During the term of the Agreement and for one year past the expiration of the Agreement, Englishtown Borough agrees not to employ any person who is a Freehold Township employee, subcontractor or agent who provides Water-Sewer Utilities services to Englishtown Borough in accordance with this Agreement.
7. It is agreed that no employer/employee relationship will exist between the Freehold Township employees and Englishtown Borough. Freehold Township agrees to maintain all required insurance on its employees, including workers' compensation insurance.
8. The parties are in agreement that Englishtown Borough, during the term of this Agreement beginning May 18, 2024, shall not be required to maintain or utilize any of its own employees to handle Water-Sewer Utilities functions insofar as all of those functions will be assumed by Freehold Township. Freehold Township is aware of all services previously provided by Englishtown employees regarding the Utilities and agrees to assume all such functions as part of this Agreement. Freehold Township agrees that, during the term of this Agreement, it is solely responsible for the Borough's water and sewer utilities and shall take full responsibility to ensure that functions necessary to safely run and maintain the utilities are carried out. The parties agree that it is a material term of this Agreement that if Freehold Township is unable to complete any of its assigned obligations or becomes aware of any compliance or service issues with the Utilities, it shall immediately inform Englishtown Borough officials.
9. Pursuant to N.J.S.A. 40A:65-11, the parties provide the following employment reconciliation plan: Englishtown Borough is eliminating the one currently occupied position in the water department for reasons of economy or efficiency and no transfer or vesting of title shall take place. Under this Agreement, Freehold Township is not expected to absorb any staff or hire any employees who previously worked for Englishtown.
10. After the term of this agreement, the parties may renegotiate year to year, but Freehold Township agrees that it will not seek to raise the price of services as set out in ¶4 of this Agreement by an amount that exceeds four and three quarters (4 3/4) percent in any year.

IN WITNESS WHEREOF, parties have hereunto caused this instrument to be signed by the proper authorized parties and have caused their proper seals to be affixed hereto as of the date and year first above written.

TOWNSHIP OF FREEHOLD

ANTHONY J. AMMIANO, Mayor

SANABEL ABOUZEINA, Township Clerk

BOROUGH OF ENGLISHTOWN

DANIEL FRANCISCO, Mayor

KERRY KILLEEN, Borough Clerk

**BOROUGH OF ENGLISHTOWN
RESOLUTION NO. 2024-088**

**APPOINTING PM CONSULTING TO SERVE AS TEMPORARY CHIEF
FINANCIAL OFFICER FOR THE BOROUGH OF ENGLISHTOWN**

WHEREAS, a vacancy will exist effective May 30, 2024 in the office of the Chief Financial Officer; and

WHEREAS, pursuant to N.J.S.A. 40A:9-140.10, in every Municipality there shall be a Chief Financial Officer appointed by the Governing Body of the Municipality; and

WHEREAS, the Mayor and Council deem it to be in the best interests of the Borough of Englishtown to appoint PM Consulting to serve as Temporary Chief Financial Officer for the Borough of Englishtown.

NOW THEREFORE BE IT RESOLVED, the Mayor and Council of the Borough of Englishtown hereby appoints PM Consulting to serve as Temporary Chief Financial Officer for the Borough of Englishtown for a one-year term ending May 22, 2024 to be compensated at an hourly rate of \$175.00 and not to exceed \$60,000.00.

Council Member	Motion/Second	Aye	Nay	Abstain	Absent
Jewusiak					
M. Lewis					
W. Lewis					
Reque					
Sabin					
Sarti					
Mayor Francisco	tie vote only				

I do hereby certify the above to be a true copy of a resolution adopted by the Governing Body of the Borough of Englishtown at a regular meeting held May 9, 2024.

Kerry Killeen, Municipal Clerk

SERVICES AGREEMENT

THIS AGREEMENT is made and dated effective as of the 26th day of December, 2022, by and between Borough of Englishtown 15 Main Street, Englishtown, NJ 07726 (hereinafter referred to as the "Borough"), and PM Consultants (hereinafter referred to as the "Contractor"), having a principal place of business at 852 Hollyberry Lane, Brick, New Jersey 08724 (collectively, the "parties").

WHEREAS, Borough of Englishtown wishes to retain the services of a New Jersey certified municipal finance officer; and

WHEREAS, the services to be provided are specialized and qualitative in nature, and require expertise, extensive training, and proven reputation in the field of endeavor; and

WHEREAS, the Contractor possesses the necessary State issued certifications, training and expertise to act in this capacity; and

WHEREAS, the parties wish to express in the within Agreement the terms and conditions associated with the Contractor's provision of services to the Borough.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

- 1. Term.** Subject to the provisions of Paragraph 8 below, the term of this Agreement shall be for the period beginning May 15, 2024 and ending May 14, 2025, provided that the term may be extended up to an additional sixty (60) days with the mutual consent of the parties.
- 2. Services.** The Contractor shall not act in the capacity as an employee of the Borough.
- 3. Compensation.** In consideration for the performance of services hereunder, the Borough agrees to pay compensation to the Contractor at the rate of \$175.00 per hour, per individual assigned for CFO duties, billable bi-monthly. Minimum billable time increment(s) will be 15 minutes.

The Borough shall reimburse the Contractor for such costs and disbursements as the Contractor may reasonably and properly incur in connection with the performance of its obligations herein.

4. Liability Insurance. At all times during the term hereof, the Contractor shall maintain professional liability insurance policies which shall be satisfactory to the Borough as to amounts of coverage, deductibles and insurers, and which shall cover the negligent acts and omissions of the Contractor hereunder, including its employees, agents and other legal representatives. The Contractor shall deliver to the Borough a Certificate of Insurance which evidences such coverage, and shall notify the Borough at least ten (10) days prior to any changes in coverage, deductibles, policies, insurers, or any other material terms related thereto.

5. Independent Contractor Status. The Contractor shall perform the services referenced herein acting in the capacity as an independent contractor, and the Contractor and its employees shall not be considered employees of the Borough. Neither the Contractor nor the Borough shall represent directly or indirectly that the Contractor and/or any of its employees is an employee of the Borough. The Contractor shall not have the authority to incur any liabilities or obligations of any kind in the name of or on behalf of the Borough.

6. Political Contribution Disclosure. The within contract has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to *N.J.S.A. 19:44A-20.4, et seq.* As such, the undersigned do hereby attest that the Contractor, its employees, and any principals controlling in excess of ten percent (10%) of its organization, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-8 or 19:44A-16*, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this contract, nor will the Contractor make a reportable contribution during the term of the within contract to any political party committee in the Borough of Englishtown if a member of that political party is serving in an elective public office of the Borough when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough when the contract is awarded.

7. Statutorily Required Affirmative Action Clause. The Contractor and the Borough hereby incorporate into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, as set forth in the attachment(s) hereto (See Exhibit A).

The Contractor shall also execute the Affirmative Action Affidavit attached hereto as Exhibit B, which shall be incorporated herein by reference.

The Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Contract.

8. Termination. Anything herein to the contrary notwithstanding, either party may terminate this Agreement without cause as follows: (a) if by the Borough, effective immediately upon the giving of written notice of such termination by the Borough to the Contractor (or at such later date as the Borough may specify in such notice); and (b) if by the Contractor, upon the giving

of at least thirty (30) days advance written notice of termination by the Contractor to the Borough . In the event of any such termination, the Borough 's sole obligation to the Contractor after the effective date thereof shall be for the payment of all unpaid costs, disbursements and fees incurred or rendered prior to the effective date of termination.

9. Business Registration. The Contractor shall submit a copy of its Business Registration Certificate issued by the State of New Jersey.

10. Left blank intentionally.

11. Americans With Disabilities Act. The Contractor shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

12. No Assignment. This Agreement may not be assigned by any party hereto without the written consent of the other party.

13. Responsibilities. The Contractor shall perform its duties and services hereunder in a proper and professional manner and in conformity with the responsibilities, demands and ethics of its profession.

14. Work Product. All work product generated under this Agreement shall be and remain in the property of the Borough and shall be delivered by the Contractor to the Borough or its designee forthwith upon the termination of this Agreement.

15. Notices. Any and all notices and other correspondence required or permitted to be given in connection with, or pursuant to, this Agreement, shall be in writing and either delivered personally to the parties or sent by United States registered or certified mail, return receipt requested, with full postage prepaid and addressed to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner. All notices to the Borough shall be addressed to the Municipal Clerk.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17. Entire Agreement. This writing contains the entire agreement of the parties hereto and no promises, covenants, agreements, representations, or warranties, other than those expressly herein set forth, have been made or relied upon by any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused the same to be executed on their behalf by their duly authorized representatives, effective as of the date first hereinabove written.

ATTEST

BOROUGH OF ENGLISHTOWN

KERRY KILLEEN, BORO CLERK

DANIEL FRANCISCO MAYOR

PM CONSULTANTS

BY: JOHN E. BARRETT

TITLE: Barrett

**BOROUGH OF ENGLISHTOWN
RESOLUTION NO. 2024-089**

**RESOLUTION FOR LOCAL SUPPORT AND SUITABILITY IN THE
BOROUGH OF ENGLISHTOWN OF LICENSED CLASS V
RETAIL CANNASENSE DISPENSARY INC**

WHEREAS, CannaSense Dispensary Inc., a conditionally licensed Class V Retailer through the New Jersey Cannabis Regulatory Commission, seeking to own and operate a proposed cannabis business is required to demonstrate local support for the suitability and appropriateness of its business from a municipality pursuant to applicable State statutes and regulations; and

WHEREAS, Borough officials are required to review and consider a request of an Applicant to conduct a cannabis business within the municipality;

NOW THEREFORE BE IT RESOLVED that the Borough Council of Englishtown, County of Monmouth, and State of New Jersey hereby approves this Resolution of Support to CannaSense Dispensary Inc for the issuance of a license for a Class V cannabis retailer in the borough."

<u>Council Member</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jewusiak					
M. Lewis					
W. Lewis					
Reque					
Sabin					
Sarti					
Mayor Francisco	tie vote only				

I do hereby certify the above to be a true copy of a resolution adopted by the Governing Body of the Borough of Englishtown at a regular meeting held May 9, 2024.

Kerry Killeen, Municipal Clerk

**BOROUGH OF ENGLISHTOWN
RESOLUTION NO. 2024-090**

**RESOLUTION REGRETFULLY ACCEPTING THE
RESIGNATION OF MICHAEL REYNOLDS**

WHEREAS, Michael Reynolds was appointed as Full Time Department of Public Works Laborer for the Borough of Englishtown on October 8, 2021; and

WHEREAS, Michael Reynolds tendered his resignation to the Englishtown Borough Council on May 6th, as Full Time DPW Laborer with his last day of employment being May 18th, 2024; and

NOW, THEREFORE, BE IT RESOLVED that:

1. The Englishtown Borough Council regretfully accepts the letter of resignation commends Michael Reynolds for the years of valuable service and expresses its sincere thanks on behalf of the Borough of Englishtown.
2. That a certified copy of this Resolution be delivered to Michael Reynolds.

Council Member	Motion/Second	Aye	Nay	Abstain	Absent
Jewusiak					
M. Lewis					
W. Lewis					
Reque					
Sabin					
Sarti					
Mayor Francisco	tie vote only				

I do hereby certify the above to be a true copy of a resolution adopted by the Governing Body of the Borough of Englishtown at a regular meeting held May 9, 2024.

Kerry Killeen, Municipal Clerk

WHEREAS, the Official Zoning Map currently in effect is dated August 28, 1990 and has been determined to be inaccurate and out of date; and

WHEREAS, the Mayor and Council wish to update the Official Zoning Map for the Borough of Englishtown pursuant to N.J.S.A. 40:55D-32; and

WHEREAS, the Borough Surveyors, DMC Associates Inc., prepared a new Official Zoning Map entitled *Englishtown Zoning Map*, dated April 30, 2024 (the “Revised Official Zoning Map”), which map accurately depicts the zone district boundaries and the current geography of the Borough;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Englishtown, County of Monmouth, State of New Jersey, that the Revised General Ordinances of the Borough of Englishtown are hereby amended as follows:

SECTION 1

The Chapter 620, Zoning, shall be amended as follows:

§ 620-4

The boundaries of the zoning districts are hereby established as shown on the map entitled "Zoning Map of the Borough of Englishtown" dated April 30, 2024, prepared by DMC Associates, Inc. ~~August 28, 1990~~, as amended, which accompanies and is hereby made a part of this chapter. The Zoning Map is on file in the office of the Borough Clerk.

SECTION 2

All Ordinances or parts of Ordinances inconsistent with this Ordinance if held to be unconstitutional or invalid for any reason shall not affect the remaining portions of this Ordinance.

SECTION 3

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

DATE OF INTRODUCTION May 9, 2024

<u>Council Member</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jewusiak	x		x		
M. Lewis			x		
W. Lewis			x		
Reque			x		
Sabin			x		
Sarti		x	x		
Mayor Francisco	tie vote only				

Public hearing will be held on May 22, 2024.

CONSENT AGENDA

Motion was made by C/Jewusiak and seconded by C/Sarti to table Resolution 2024-089. All in favor.

**BOROUGH OF ENGLISHTOWN
 RESOLUTION NO. 2024-089**

*****TABLED ON 5/9/2024*****

**RESOLUTION FOR LOCAL SUPPORT AND SUITABILITY IN THE
 BOROUGH OF ENGLISHTOWN OF LICENSED CLASS V
 RETAIL CANNASENSE DISPENSARY INC**

WHEREAS, CannaSense Dispensary Inc., a conditionally licensed Class V Retailer through the New Jersey Cannabis Regulatory Commission, seeking to own and operate a proposed cannabis business is required to demonstrate local support for the suitability and appropriateness of its business from a municipality pursuant to applicable State statutes and regulations; and

WHEREAS, Borough officials are required to review and consider a request of an Applicant to conduct a cannabis business within the municipality;

NOW THEREFORE BE IT RESOLVED that the Borough Council of Englishtown, County of Monmouth, and State of New Jersey hereby approves this Resolution of Support to CannaSense Dispensary Inc for the issuance of a license for a Class V cannabis retailer in the borough."

Motion was made by C/Sarti and seconded by C/Sabin to adopt the remainder of the consent agenda.

**BOROUGH OF ENGLISHTOWN
 RESOLUTION NO. 2024-087**

RESOLUTION OF AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH FREEHOLD TOWNSHIP FOR LICENSED OPERATIONAL SERVICES FOR THE ENGLISHTOWN WATER-SEWER AUTHORITY

WHEREAS, the “Uniform Shared Services and Consolidation Act” N.J.S.A. 40A:65-1 through 40A:65-35 (the “Act”), authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough of Englishtown has identified an area where working together through shared services will result in positive outcomes for both municipalities; and

WHEREAS, the Borough of Englishtown now wishes to enter into a Shared Services Agreement (“Agreement”) for Licensed Operational Services for the Englishtown Water-Sewer Authority with Freehold Township for a term beginning May 18th, 2024 and May 18th, 2025; and

WHEREAS, Freehold Township has agreed to provide the Borough of Englishtown with Licensed Operational Services for the Englishtown Water-Sewer Authority pursuant to the terms and conditions set forth in a Shared Services Agreement between the Parties.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Englishtown in the County of Monmouth, State of New Jersey that it hereby authorizes and directs the Mayor to execute a Shared Services Agreement for Licensed Operational Services for the Englishtown Water-Sewer Authority as set forth in the proposed agreement.

<u>Council Member</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jewusiak		x			
M. Lewis		x			
W. Lewis		x			
Reque		x			
Sabin		x			
Sarti	x	x			
Mayor Francisco	tie vote only				

**BOROUGH OF ENGLISHTOWN
 RESOLUTION NO. 2024-088**

APPOINTING PM CONSULTING TO SERVE AS TEMPORARY CHIEF FINANCIAL OFFICER FOR THE BOROUGH OF ENGLISHTOWN

WHEREAS, a vacancy will exist effective May 30, 2024 in the office of the Chief Financial Officer; and

WHEREAS, pursuant to N.J.S.A. 40A:9-140.10, in every Municipality there shall be a Chief Financial Officer appointed by the Governing Body of the Municipality; and

WHEREAS, the Mayor and Council deem it to be in the best interests of the Borough of Englishtown to appoint PM Consulting to serve as Temporary Chief Financial Officer for the Borough of Englishtown.

NOW THEREFORE BE IT RESOLVED, the Mayor and Council of the Borough of Englishtown hereby appoints PM Consulting to serve as Temporary Chief Financial Officer for the Borough of Englishtown for a one-year term ending May 22, 2024 to be compensated at an hourly rate of \$175.00 and not to exceed \$60,000.00.

<u>Council Member</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jewusiak		x			
M. Lewis		x			
W. Lewis		x			
Reque		x			
Sabin	x	x			
Sarti	x	x			
Mayor Francisco	tie vote only				

**BOROUGH OF ENGLISHTOWN
 RESOLUTION NO. 2024-090**

**RESOLUTION REGRETFULLY ACCEPTING THE
 RESIGNATION OF MICHAEL REYNOLDS**

WHEREAS, Michael Reynolds was appointed as Full Time Department of Public Works Laborer for the Borough of Englishtown on October 8, 2021; and

WHEREAS, Michael Reynolds tendered his resignation to the Englishtown Borough Council on May 6th, as Full Time DPW Laborer with his last day of employment being May 18th, 2024; and

NOW, THEREFORE, BE IT RESOLVED that:

1. The Englishtown Borough Council regretfully accepts the letter of resignation commends Michael Reynolds for the years of valuable service and expresses its sincere thanks on behalf of the Borough of Englishtown.
2. That a certified copy of this Resolution be delivered to Michael Reynolds.

<u>Council Member</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jewusiak		x			
M. Lewis		x			
W. Lewis		x			
Reque		x			
Sabin	x	x			
Sarti	x	x			
Mayor Francisco	tie vote only				

Public Portion:

Mayor Francisco requested a motion to open public comment. Motion was made by C/Reque, and seconded by C/Jewusiak, all in favor.

Kyle Jewusiak, Lasatta Ave- Mr. Jewusiak asked if the speed limit sign on Lasatta Avenue could be moved as it is currently blocked by a telephone pole.

Hearing no further comments, Mayor Francisco requested a motion to close public comment. Motion was made by C/Jewusiak, and seconded by C/Sabin, all in favor.

Adjournment:

There being no further business a motion to adjourn was offered by C/M. Lewis seconded by C/W. Lewis. All in favor. The time being 7:03 P.M.

June 26, 2024

 Date Approved

Kerry Killeen, R.M.C.

 Municipal Clerk