

## **OXFORD TOWNSHIP MEETING**

**February 1, 2023**

The meeting of the Township Committee of Oxford Township was held on February 1, 2023 in the Oxford Township Municipal Building, 11 Green Street, Oxford, NJ.

Notice of time, date, location and agenda of this meeting, to the extent then known was provided at least forty-eight (48) hours prior to the commencement of this meeting in the following manner pursuant to the provisions of Chapter 231 of the law of 1975 “the Open Public Meetings Act”:

- Emailing to the Express Times / Warren County NJ Zoned Edition
- Posting on the Township web-site and Facebook page

In attendance was Gerald Norton, Georgette Miller and Linda Koufodontes, Township Committee, Matthew Hall, Township Administrator, Richard Wenner, Township Attorney, and Susan Turner, Deputy Clerk.

Mayor Norton opened the meeting at 7:00 PM. He gave notice that two items had been added to the agenda since its posting: Resolution 2023-26 Directing the Township Land Use Board to Prepare an Amendment to the Redevelopment Plan for Cambridge West and Approval of Raffle Licenses for Oxford Central PTA.

**Meeting Minutes:** No Minutes for approval.

**Public Comment on Agenda items:** - No Public Comment

**Ordinances: 1st Reading/ Public Hearing** – No Ordinances for 1<sup>st</sup> reading

**Ordinances: 2<sup>nd</sup> Reading/Public Hearing** – No Ordinances for 2<sup>nd</sup> reading

### **Resolutions:**

#### **RESOLUTION 2023-24**

#### **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITHOUT PUBLIC BID FOR A PUBLIC DEFENDER**

**WHEREAS**, the Township of Oxford in the County of Warren, State of New Jersey requires that a resolution authorizing the award of contract for Professional Services without bid, not to exceed \$17,500, be publicly advertised.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Oxford as follows:

Donald Farino, 103 Pleasant View Road, Hackettstown, NJ 07840 is hereby appointed as Township Public Defender within the Municipal Court of the Township of Oxford for 2023.

**BE IT FURTHER RESOLVED** that the Township Committee of the Township of Oxford is hereby authorized to execute this resolution and advertise the same according to law.

Georgette Miller moved to approve Resolution 2023-24. Seconded by Linda Koufodontes and passed unanimously by roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

**RESOLUTION 2023-25**  
**SHARED SERVICES AGREEMENT FOR**  
**INTERLOCAL CONSTRUCTION CODE SERVICES**

**THIS SHARED SERVICES AGREEMENT**, made this 1<sup>st</sup> day of February 2023 by and between:

**THE TOWNSHIP OF WASHINGTON**, a municipal corporation located in the County of Warren, State of New Jersey, with principal offices located at 211 Route 31 North, Washington, New Jersey 07882, hereinafter referenced as the “Provider “and

**THE TOWNSHIP OF OXFORD**, a municipal corporation located in the County of Warren, State of New Jersey, with principal offices located at 11 Green Street, Oxford, New Jersey 07863, hereinafter referenced as the “Recipient.”

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

**WHEREAS**, the Recipient is in need of the services of licensed personnel in order to perform Construction Official duties pursuant to the Uniform Construction Code Act (also referenced as the “services”) within the Recipient’s jurisdiction; and

**WHEREAS**, the Provider is willing to assist the Recipient by permitting its personnel to provide the services to the Recipient; and

**WHEREAS**, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Provider and the Recipient (collectively, the “parties”) have negotiated an Agreement for the shared provision of the services within their respective jurisdictions; and

**WHEREAS**, the terms and conditions of this undertaking are set forth below; and

**WHEREAS**, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

**NOW, THEREFORE, WITNESSETH**, the Provider and the Recipient, for the consideration hereafter named, hereby agree as follows:

**ARTICLE I: SCOPE OF SERVICES.**

**A. SERVICES TO BE PERFORMED.**

The Provider shall furnish to the Recipient the services of licensed personnel in order to perform Construction Official duties pursuant to the Uniform Construction Code Act within the Recipient’s jurisdiction. The personnel to be provided shall include a Construction Official, Technical Assistant, Building Subcode Official, Plumbing Subcode Official, Electrical Subcode Official Fire Subcode Official, and all necessary inspectors (collectively, the “personnel”), who shall serve as the local enforcement agents of the Recipient pursuant to the Uniform Construction Code Act

**B. DESIGNATION AS GENERAL AGENT.**

The Provider is hereby designated the agent of the Recipient for the provision of the services.

C. HOURS OF OPERATION.

The Provider shall provide the services to the Recipient on a part-time basis. The services shall be performed out of the Municipal Offices of the Provider. Which will be the current hours held by the Provider Municipal Office. In the event that the Recipient requests that the personnel perform services that are outside the scope of a normal workday, then the Recipient shall reimburse the Provider for all costs associated with the performance of such services, including any applicable overtime charges.

D. RECIPIENT PROJECTS.

All fees for municipal projects of the Recipient shall be waived provided any required inspections are performed during the Provider's "on-site" hours of service. In the event that the Recipient requests that the personnel perform services that are outside the scope of a normal workday, then the Recipient shall reimburse the Provider for all costs associated with the performance of such services, including any applicable overtime charges.

**ARTICLE II: CONSIDERATION.**

A. COMPENSATION.

In consideration for the services to be rendered, the Provider shall collect and receive all permit fees. This sum shall represent payment of salary and benefits for the personnel, which shall be paid through the Provider. Such sum shall also be deemed to include payment for the use of any vehicle(s) owned by the Provider personnel that are used in connection with delivering the services to the Recipient. Fees shall be consistent with the ordinary fees charged by the Provider.

B. REIMBURSEMENT OF COSTS.

The Recipient also agrees to reimburse the Provider for reasonable out of pocket costs incurred by the personnel that are directly related to any additional services provided that are not included in this agreement.

**ARTICLE III: AUTHORITY OVER PERSONNEL.**

A. AUTHORITY.

During the term of this Agreement, the Construction Official, Subcode Officials and inspectors shall be considered employees of the Provider. While performing services for the Recipient, the Construction Official shall report to the person or persons designated by the Recipient's Mayor and/or Clerk. If there is a change in the chain of command by the Recipient that affects the Construction Official, the Provider's Town's Clerk and Construction Official requests to be notified immediately.

The personnel shall be covered under all applicable personnel policies of the Provider and shall retain any and all rights and benefits that may have accrued from their positions with the Provider.

B. COMPLAINTS.

Any complaints related to the services provided to the Recipient shall be handled per the Providers procedures.

**ARTICLE IV: INSURANCE.**

During the term of this Agreement, the Provider and the personnel to its general liability insurance policies, as well as to all other applicable insurance policies, for coverage.

**ARTICLE V: MAINTENANCE OF RECORDS.**

All records relating to the services performed on behalf of the Recipient shall be maintained in the Municipal Offices of the Provider. Upon the completion of or closure of each project or permit, those records shall be returned to the Municipal Offices of the Recipient. A copy of such records will be supplied to the Provider at the request of the Provider's Town's Clerk, or his/her designee.

**ARTICLE VI: DURATION OF CONTRACT; TERMINATION; MODIFICATION; DISPUTES.**

A. DURATION.

The duration of this Agreement shall endure until four (4) years from the date of the start of services. Notwithstanding the foregoing, by Resolutions of Agreement by both parties, this Agreement may be extended.

B. TERMINATION.

1. This Agreement may be terminated at any time upon mutual Agreement of the Parties; however, unless otherwise agreed to by the parties, such termination shall not become effective for a minimum of six (6) months following the adoption of Resolutions by both governing bodies authorizing the termination.
2. Either party may terminate this Agreement at any time for just cause upon giving the other party three (3) months advance written notice of its intent to terminate.
3. In the event that either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement.

C. MODIFICATION.

This Agreement may not be changed orally and may only be modified or amended by a written statement signed by both parties.

D. DISPUTES.

Pursuant to N.J.S.A. 40:8A-6(b), the parties agree that any disputes which may arise between them relating to the services to be provided under this Agreement shall be referred to binding arbitration, if the parties are not able to resolve such disputes between themselves. The parties agree to split the costs related to such binding arbitration equally between them.

**ARTICLE VII: INDEMNIFICATION; HOLD HARMLESS.**

The Recipient shall indemnify and hold the Provider, its officers, employees and agents, harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, so long as the actions upon which the demand or claim, or assertion of liability, are founded were performed in the course of carrying out official duties on behalf of the Recipient, and were not out of the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual

malice, willful misconduct, an intentional wrong or a criminal act. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person.

**ARTICLE VIII: CHOICE OF LAW.**

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**ARTICLE IX: ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

**ARTICLE X: SEVERABILITY.**

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

**ARTICLE XI: WAIVER.**

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

Georgette Miller moved to approve Resolution 2023-25. Seconded by Linda Koufodontes and passed unanimously by roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

**RESOLUTION 2023-26**

**A RESOLUTION OF THE TOWNSHIP OF OXFORD, COUNTY OF WARREN, NEW JERSEY DIRECTING THE TOWNSHIP LAND USE BOARD TO PREPARE AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR CAMBRIDGE WEST**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment or areas in need of rehabilitation, as such terms are defined in the Act; and

**WHEREAS**, in accordance with the requirements of the Redevelopment Law, Township Committee of the Township of Oxford (the "Township") determined by way of Resolution #2019-54 in November 2019 that the property identified as Block 26, Lot 83 (the "Lot 83") on the official tax maps of the Township constituted an area in need of redevelopment (the "Cambridge West Redevelopment Area") in accordance with the requirements of the Redevelopment Law; and

**WHEREAS**, the Oxford Township Land Use Board issued the Redevelopment Plan for Cambridge West (the "Plan") with assistance from Kyle + McManus Associates on March 3, 2020; and

**WHEREAS**, the Plan did not supersede existing zoning, but constitutes an overlay establishing additional zoning parameters for the redevelopment of properties falling within the Cambridge West Redevelopment Area; and

**WHEREAS**, on July 21, 2021, the Township adopted Ordinance 2021-10 (the "CBO Ordinance") to amend Chapter 340 of the Township Code to establish a Cannabis Business Overlay Zone (the "CBO Zone") to permit businesses requiring Class 1 Cannabis Cultivator, Class 2 Cannabis Manufacturer, Class

3 Cannabis Wholesaler, and Class 4 Cannabis Distributor licenses (the “Permitted Cannabis Businesses”) to locate and operate therein in accordance with the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (the “Act”) and codified as P.L. 2021, c. 17; and

**WHEREAS**, the CBO Ordinance further amended the Zoning Map of the Township of Oxford to include the CBO Zone; and

**WHEREAS**, pursuant to the amended Zoning Map, Lot 83 is zoned TC-2 (Town Center Residential) and falls within the CBO Zone; and

**WHEREAS**, the Township wishes to amend the Plan to permit the Permitted Cannabis Businesses in accordance with the CBO Ordinance and further permit the location and operation of any organization or business issued an Alternative Treatment Center (“ATC”) permit to cultivate or manufacture medical cannabis and related paraphernalia pursuant to P.L. 2019, c. 153 and N.J.A.C. 17:30A (“Permitted ATCs”) as well as Expanded Alternative Treatment Centers that are authorized to operate a Permitted Cannabis Business or businesses pursuant to the Act and N.J.A.C. 17:30, in addition to Permitted ATC operations; and

**WHEREAS**, the Township accordingly directs the Township’s Land Use Board (the “Land Use Board”) to prepare the Amendment to the Plan and transmit the proposed Amendment to the Plan to the Township Committee for review and adoption in accordance with N.J.S.A. 40A:12A-7(f); and

**NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Township Committee of the Township of Oxford, County of Warren and State of New Jersey that:**

1. The aforementioned recitals hereof are incorporated herein as though set forth at length herein.
2. The Township Committee hereby refers and directs the Township’s Land Use Board to prepare the Amendment to the Redevelopment Plan for Cambridge West and to transmit the Amendment to the Township Committee for review and adoption pursuant to N.J.S.A. 40A:12A-7(f) of the Redevelopment Law.
3. This Resolution shall take effect in accordance with applicable law.

**New Business:**

-Mine Hill Road – Speed Limit/ Stop sign – Mayor Norton – stated there have been many complaints regarding speeding on Mine Hill Road. Discussion included reducing the speed limit, installing a 4 way stop or a 3 way stop at the Mine Hill/Washington/Academy St intersection. Georgette Miller moved to authorize Finelli Engineering to send a letter of opinion to the Warren County Engineer recommending a 4 way stop. Seconded by Linda Koufodontes. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0. Motion passed.

- Approve Raffle Licenses for Oxford Central PTA - Georgette Miller moved to approve the Raffle Licenses for Oxford Central PTA. Seconded by Linda Koufodontes. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0. Motion passed.

- Common Sense For Animals Contract – Mayor Norton received a new contract from Common Sense for Animals for shelter services which includes a \$200 per month retainer fee and increases in service costs. Matt Hall stated there are no other shelters in Warren County. Mayor Norton moved to approve the Common Sense for Animals Contract. Seconded by Linda Koufodontes. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0. Motion passed.

**Old Business:**

- Handicapped parking space request – Rich Wenner stated he is still working on this.

- Sale of Township Property - Block 26 Lot 89 / 89.01- Rich Wenner said he is waiting for easement paperwork.

- Negotiated Sewer Rate properties – Matt Hall stated he will have final information by the next meeting. He will inform the tax office of the confirmed increase.

-Approve Finelli Engineering preliminary work on Mt. Pisgah NJDOT project - Georgette Miller moved to authorize Finelli Engineering to begin preliminary work on the Mt. Pisgah Avenue NJDOT project. Seconded by Linda Koufodontes and passed unanimously by roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

- Kent St. Bridge – Matt Hall stated he and Mike Finelli have discussed the grants available and will be gathering information for when the Safe Route to School applications open. Mayor Norton stated he spoke with Mike about submitting an emergency application. Superintendent Magnuson (audience) will also reach out to his contacts regarding an emergency application.

### **Township Committee Reports and Correspondence.**

-Linda Koufodontes attended the School Board meeting on Jan 19, 2023. Superintendent Magnuson is doing an excellent job. The next meeting will be Feb 9, 2023.

-Georgette Miller stated the walking paths at Oxford Lake are open and there will be a ribbon cutting ceremony.

-The Oxford Central PTA has requested 4 passes to Oxford Lake as prizes for the Color Run and Raffle to be held at the lake.

- Georgette Miller said there are some issues with scheduling the bonfire. She will have possible dates this week.

- Georgette Miller worked with the CFO to determine the profit earned at the lake in 2022. Based on that number, a bonus of \$2187.23 was calculated for the Lake Director. Georgette Miller moved to approve the \$2187.23 bonus to Eddy Patient based on the 2022 profits. Seconded by Linda Koufodontes and passed unanimously by roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

-Mayor Norton stated that the new DPW truck was delivered Friday. Repairs have been needed on other equipment and the Township has saved money by using the newly hired mechanic. The Township will look into replacing another truck in 2024.

-The Emergency Squad has requested a new ambulance which the Township cannot afford at this time. It will be recommended that the Squad set up fundraising events with White Township and Harmony Township who use their services.

-Mayor Norton discussed the speeding on Mine Hill Road as well as Pequest and Buckley with Lt. Smith, WTPD. The Mayor recommends the police conduct radar patrols on each road for 2 hours, twice a month. Mayor Norton moved to authorize paid overtime to WTPD for radar patrol for 6 hours 2 times each month on Buckley Avenue, Pequest Road and Mine Hill Road. Seconded by Georgette Miller and passed unanimously by roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

**Township Administrator:** Matt Hall stated he spoke with NORWESCAP about programs available to residents of Valley View Estates. He is setting up a meeting date at which Valley View residents can meet with NORWESCAP representatives.

**Township Engineer Report:** No report.

**Township Attorney's Report:** Rich Wenner stated he had sent out a response to the attorney for the Pequest Field property but has not heard back. Mayor Norton said he will reach out to them.

### **Motion To Pay Bills:**

An invoice from Kyle& Associates was held. Matt Hall will contact them regarding it.

Linda Koufodontes moved to pay all bills presented to and approved by the Committee. Seconded by Mayor Norton. Ayes: 2, Nays: 0, Abstain: 0, Absent:1. Motion passed.

**Public Comment:**

Sharon Cannon, 80 Valley View Estates – Ms. Cannon updated the committee on Valley View Estates. She stated the management company wants to change the name of the park and wondered if all residents will have to change their addresses. Other topics discussed included the age 55+ restriction, North Jersey Legal Aid, the NORWESCAP meeting to be set up and the rent increase. Mayor Norton stated he spoke with the new owner about a smaller rent increase. The owner stated the last increase was a minimal one 8 years ago and the rent he is asking is still below market rate.

**Meeting Recap:**

**Executive Session** – No Executive Session

**Adjourn:**

Mayor Norton moved to adjourn the meeting at 7:52 PM. Seconded by Linda Koufodontes. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0. Motion passed.

---

Susan Turner, Deputy Clerk