

January 11, 2020  
Regular Monthly Meeting  
Lawrence Township Committee  
7:30 PM  
To Extent Known

Teleconference #1-234-203-2766  
Access Code 271-475-433#

Call to order

- 1) Pledge of Allegiance
- 2) Roll call of members present/ participating
- 3) Minutes, December 10<sup>th</sup>, 14<sup>th</sup> and 30<sup>th</sup>
- 4) Reports for the month of December
- 5) Resolution 2021-14, Authorization for the Township of Lawrence to enter into an Inter-Local Services Agreement with Upper Deerfield Township for Zoning/Code Enforcement Services
- 6) Resolution 2021-15, 2020 Budget Transfers
- 7) Resolution 2021-16, Confirm land sales, authorize mayor to execute deeds
- 8) Resolution 2021-17 Authorization to apply 2020 tax overpayment to 2021
- 9) Resignation received, Mary Jane Lake CFO
- 10) Authorize payment of approved vouchers

Committee Comments

Public Comments

Adjourn



# Township of Lawrence

## Office of the Tax Collector

Ruth Dawson  
Tax Collector

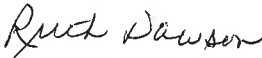
Margaret Sharp  
Deputy Tax Collector

### REPORT OF COLLECTIONS MONTH OF DECEMBER 2020

TAXES FOR THE YEAR 2020	119,506.36
TAXES FOR THE YEAR 2021	30,878.45
PRIOR YEAR (BANKRUPTCY)	59.19
INTEREST ON DELINQUENT TAXES	3,724.85
TOTAL RECEIPTS	154,168.85

2020 Collection rate 95.25, see attached worksheet

RESPECTFULLY SUBMITTED,

  
RUTH DAWSON, CTC  
JANUARY 7, 2021

Tax Year Range: 2020/1 to 2020/4

Calculated As of: 12/31/20

Tax Levy

Net Taxes:

Original:	6,613,984.20	
Preliminary Adjustments:	2,420.28-	
Added:	37,809.93	
Omitted:	0.00	
Omit/Add:	0.00	
Rollback:	0.00	
Total Net Tax		6,649,373.85

Original Deductions (Src, Vet, Ssp, Dis, wid)	38,250.00	
Total Gross Tax Levy		6,687,623.85

Collections

Prior Year - Cash Receipts	114,893.51	
Current Year - Cash Receipts	6,233,071.21	
Original Deductions (Src, Vet, Ssp, Dis, wid)	38,250.00	
Deductions Allowed (051, 053, 055, 057, 059)	1,250.00	
Disallowed (052, 152, 054, 056, 156, 058, 158, 060)	1,072.60-	
Transfer Overpayment (063)	6,697.01-	
Total Collections		6,379,695.11

Adjustments to Collections

NSF Reversals	0.00	
Refund By Res. (064)	9,911.01	
Total Adjustments to Collections		( 9,911.01 )

Total Adjusted Collections		6,369,784.10
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\*\*\* Percentage of Collections: (Total Adjusted Collections/Total Tax Levy \* 100) 95.25 % \*\*\*

(NOTE: Transactions posted after the last day of the selected Tax Year are NOT included in the Percentage Calculation!)



STATE PERMIT SURCHARGE FEES  
LAWRENCE TOWNSHIP, County of CUMBERLAND

01/05/21  
09:13:54

TO: Fiscal Officer  
FROM: LAWRENCE TOWNSHIP  
SUBJECT: State Surcharge Fees

In accordance with N.J.A.C. 5:23-4.19, the amount of \$ 365 in State Surcharge Fees based upon 10,368 cubic feet (@.00371) of new construction, and \$ 167,704 dollars of construction (@.00190) for all other construction except as specified in N.J.A.C. 5:23-4.19(b)1-5, has been collected by my office for the following period:

Q1: January 1 - March 31, 2020

Q3: July 1 - September 30, 2020

Q2: April 1 - June 30, 2020

Q4: October 1 - December 31, 2020

Exempt Fee Permits:	Cu Ft of New Constr	Value of Constr (\$)	DCA Fee Calc'd:	\$	357
Total All Permits :	0	250	DCA Fee Coll'd:	\$	365
	10,368	167,954	Difference:	\$	8
					<u>2.21</u> %

W. Christopher Slutsky  
Construction Official (or Designee)

1-7-21  
Date

Please submit this form along with a municipal check (vouchers are not acceptable) payable to the Treasurer, State of New Jersey' to:

N.J. Department of Community Affairs  
Division of Codes and Standards  
Attn: Fiscal Officer  
P.O. Box 802  
Trenton, New Jersey 08625-0802

CASH RECEIPTS AUDIT REPORT  
 For the Period of 10/01/20 - 12/31/20  
 (Selected by Date Received)  
 SUMMARY

01/05/21  
 08:47:24

Transaction Type	Cash		Checks		Adjustments	
	Trans	Amount	Trans	Amount	Trans	Amount
Permit	0	0	27	4737	0	0
Certif	0	0	0	0	0	0
Penalty	0	0	0	0	0	0
Plan Rv	0	0	0	0	0	0
Elev	0	0	0	0	0	0
Other	0	0	0	0	0	0
CO	0	0	6	450	0	0
RENTAL	0	0	1	75	0	0
ZONING	1	6	8	205	0	0
	0	0	0	0	0	0
Totals:	1	6	42	5467	0	0

RESOLUTION 2021-14  
TOWNSHIP OF LAWRENCE, COUNTY OF CUMBERLAND

WHEREAS, the Township of Upper Deerfield and the Township of Lawrence are both providing services with respect to Zoning/Code Enforcement services; and

WHEREAS, the Township of Upper Deerfield and the Township of Lawrence are desirous of entering into an Inter-Local Services Agreement pursuant to N.J.S.A. 40:8A-1, et seq. to jointly provide, administer and bear the cost of such services; and

WHEREAS, the Township Committee of the Township of Lawrence finds that an agreement with the Township of Upper Deerfield to assist in providing such service is in the interest of both municipalities;

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Lawrence, County of Cumberland and State of New Jersey that the Mayor and Clerk be and are hereby authorized to enter into an Agreement for Shared Services with the Township of Upper Deerfield pursuant to N.J.S.A. 40:8A-1 et seq for the provision of Zoning/Code Enforcement pursuant to an agreement, the form of which shall be satisfactory to the Township Committee and Solicitor of Upper Deerfield Township.

Passed at a meeting of the Lawrence Township Committee held January 11, 2021.

Township of Lawrence

\_\_\_\_\_  
G. Erwin Sheppard, Mayor

ATTEST:

\_\_\_\_\_  
Ruth Dawson, Clerk

Moved by: \_\_\_\_\_ In Favor      Against      Abstain      Absent  
Seconded by: \_\_\_\_\_

**SHARED SERVICES AGREEMENT BETWEEN  
LAWRENCE TOWNSHIP, COUNTY OF CUMBERLAND, NEW JERSEY AND  
UPPER DEERFIELD TOWNSHIP, COUNTY OF CUMBERLAND, NEW JERSEY**

This Shared Services Agreement is made this 11th day of January, 2021 by and between the Lawrence Township, (the Recipient) of Cumberland County, a municipal corporation of the State of New Jersey with offices located at 357 Main Street, Cedarville, New Jersey 08311 and the Township of Upper Deerfield (the Provider) of Cumberland County, a municipal corporation of the State of New Jersey with offices located at 1325 State Highway 77, Seabrook New Jersey 08302.

**WITNESSETH**

Whereas, the Uniform Shared Services and Consolidation Act (NJSA 40A:65-1 et seq.) was adopted and made effective on April 3, 2007 to encourage government efficiency through shared services to help ameliorate the high property taxes paid in the State of New Jersey; and

Whereas, the Provider and the Recipient desire to enter into a Shared Services Agreement to share zoning/housing office services for the mutual benefit of both municipalities which is memorialized in a written agreement presently on file in the office of the municipal clerk of each municipality; and

Whereas, the Provider has approved this Agreement by a resolution adopted by the governing body of the municipality at a regular meeting held in accordance with the Open Public Meetings Act pursuant to Resolution No. 21-46 adopted on January 7, 2021.

Whereas, the Recipient has approved this Agreement by a resolution adopted by the governing body of the municipality at a regular meeting held in accordance with the Open Public Meetings Act pursuant to Resolution No. 2021-14 adopted on January 11, 2020.

Now Therefore, in consideration for the mutual promises contained herein the Provider and Recipient Agree as Follows:

**ARTICLE I. PURPOSE AND SCOPE**

1. Appointment. As a condition of this Agreement, the Zoning/Housing Office of the provider shall be appointed by the governing body of the Lawrence Township as it may determine necessary.

2. Designation as Agent. The parties acknowledge that the Zoning/Housing Office shall be the agent of the party when performing Zoning/Housing Office services for that party. As such the Zoning/Housing Office shall have full powers of performance and maintenance of the service contracted for, and full powers to undertake any ancillary operation which is reasonable and necessary to carry out the duties, obligations and responsibilities under this Agreement.

3. Primary Employer. The Provider is hereby designated as the primary employer of the Zoning/Housing Office for purposes of tenure rights, salary, pension and other employee benefits. This Agreement shall not negatively impact the employee's tenure, salary, pension and other benefits.



4. Resolution. Pursuant to NJSA 40A:65-5, this Agreement may be approved by the adoption of a resolution by the governing body of each municipality at an open public meeting held in accordance with the Open Public Meetings Act.

5. State Filing. This Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to the rules and regulations promulgated by the director.

## **ARTICLE II. SCOPE OF SERVICES & RESPONSIBILITIES OF RECIPIENT**

1. Hours of Service. Each Municipality in their respective buildings shall maintain the Zoning/Housing Office and that each municipality shall determine office hours for the operation of the Zoning/Housing Office separately.

2. Place of Operation. The Zoning/Housing Office shall work in the Lawrence Township Municipal Building, and the Recipient shall provide sufficient office space so that the Zoning/Housing Office can carry out his duties efficiently.

3. Maintenance of Records. Any and all records that pertain to the office of the Zoning/Housing Office shall be maintained by the Recipient.

4. Equipment and Operating Expenses. The Recipient shall provide adequate computer hardware/software. The Recipient shall be responsible for all operating expenses associated with the office of the Zoning/Housing Office.

5. Personnel. The Recipient shall provide clerical support as necessary.

6. Compliance with Law. The Zoning/Housing Office shall comply with all applicable state statutes governing the performance of the duties and responsibilities of a Zoning/Housing Office.

7. Standard of Performance. The Zoning/Housing Office shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for the profession. The professional services often require decisions which are not based upon exact science, but rather skilled judgment. The Zoning/Housing Office shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time the services were rendered. This standard of care shall not be judged according to later standards.

## **ARTICLE III. CONSIDERATION AND METHOD OF PAYMENT**

1. The annual consideration paid by the Recipient to the Provider for the shared services set forth herein is \$8,772.00.

2. Payments shall be made on a quarterly basis at the rate of \$2,193.00, with the first payment to be made March 2021.

3. Payments shall not begin until the Agreement is fully effective in accordance with the procedures set forth herein.

4. Quarterly payments shall be based on a calendar year. If there is a partial calendar year at the beginning or end of this Agreement the consideration shall be pro-rated for the portion of the year when services were provided.

5. The Township of Lawrence agrees to pay the Zoning/Housing Officer mileage at the rate that Lawrence Township reimburses their employees. Said mileage to be paid upon submission of an appropriate Mileage Reimbursement Request Form.

#### **ARTICLE IV. GENERAL PROVISIONS**

1. **Applicable Law and Venue.** This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of laws principles. The parties agree that any and all legal actions relating to any dispute, enforcement or other matter to be decided between them arising out of this Agreement or the subject matter hereof shall be brought in a state court in Cumberland County.

2. **Alternative Dispute Resolution.** The parties may agree to submit any dispute, enforcement, or other matter related to this Agreement to binding arbitration. In such case the parties agree to follow the normal arbitration proceedings established in the Superior Courts of Cumberland County for dispute resolutions, except that the arbitration shall be binding with no appeal to the courts.

3. **Duration of Contract.** The duration of this Contract shall be for the period from January 1, 2021 until December 31, 2021 unless terminated by the mutual consent of both parties or in accordance with any applicable laws, rules or regulations including legal proceedings.

4. **Effective Date.** This Agreement shall take effect upon the adoption of the appropriate resolutions by all the parties thereto, and the execution of the Agreement by the authorized municipal officials. The service contemplated by the agreement is retroactive to January 1, 2021 and shall expire on December 31, 2021.

5. **Entire Agreement.** This Contract represents the entire agreement between the parties. No amendment to this Contract shall be valid unless it is made in writing and executed by the parties and approved by resolutions of the governing bodies of each municipality.

6. **Notice.** Any notice contemplated by this Agreement shall be sent by regular and certified mail to the Clerk of the municipality to which the notice is directed. The address used shall be as follows:

A. Township Clerk of Lawrence Township  
PO Box 697  
357 Main Street  
Cedarville, New Jersey 08311

B. Township Clerk of Upper Deerfield Township  
1325 State Highway 77  
Seabrook, New Jersey 08302

7. **Partial Invalidity.** 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.

8. Reimbursement. In the event of any dispute as to the amount to be paid, the full amount to be paid as provided for in this Agreement shall be paid. But, if through subsequent negotiation, arbitration or litigation, the amount due shall be agreed, determined or adjudicated to be less than was actually paid, then the party having received the payment shall forthwith repay the excess.

9. Termination. This Agreement may be terminated at any time by either party provided that such request for termination is reduced to writing and meets the following conditions: (a) is executed by the chief administrative officer of the requesting municipality or his or her designated representative; (b) specifies the exact date of the requested termination; and (c) provides to the other party not less than sixty (60) days written notice of the effective date of the termination.

10. Waiver. Failure to insist upon strict compliance of any conditions, covenants or terms of this Agreement at any one time shall not be deemed a waiver of such condition, covenant, or term at any other time. Furthermore, a waiver or relinquishment of any right or power set forth herein at any time shall not be deemed to be a waiver or relinquishment of the same right or power, or any other right or power, at any other time.

11. Insurance. It is understood and agreed between the Township of Upper Deerfield and the Township of Lawrence that each municipality shall carry and maintain public liability and related insurance as may be required to cover, defend and indemnify with respect to any claims that arise from service under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latter of the dates written below.

**LAWRENCE TOWNSHIP**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
G. Erwin Sheppard, Mayor

ATTEST:

\_\_\_\_\_  
Ruth Dawson, Township Clerk

**UPPER DEERFIELD TOWNSHIP**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
James P. Crilley, Mayor

ATTEST:

\_\_\_\_\_  
Roy J. Spoltore, Township Clerk

RESOLUTION 2021-15  
TOWNSHIP OF LAWRENCE

BE IT RESOLVED, by the Township Committee of the Township of Lawrence, the following 2020 necessary budget transfers hereby be approved:

6,070.00	From	Building Gas 0-90-01-675-220
	To	Convenience Center Other Expense 0-90-01-610-210

Passed at a meeting of the Lawrence Township Committee held January 11, 2021.

\_\_\_\_\_  
G. Erwin Sheppard, Mayor

ATTEST:

\_\_\_\_\_  
Ruth Dawson, Clerk

\_\_\_\_\_  
Joseph A. Miletta Jr., Deputy Mayor

\_\_\_\_\_  
Elmer E. Bowman, Committeeman

RESOLUTION 2021-16  
TOWNSHIP OF LAWRENCE, COUNTY OF CUMBERLAND  
RESOLUTION OF CONFIRMATION OF SALE OF SURPLUS LANDS  
AND AUTHORIZATION FOR MAYOR TO ISSUE DEEDS

BE IT RESOLVED, BY THE Township Committee of the Township of Lawrence, County of Cumberland and State of New Jersey that;

A public sale of surplus lands was held by Lawrence Township on Monday August 10, 2020 The following property was sold and is hereby confirmed as sold:

Block	Lots	Name	Amount
185	10 & 13	Kurt & Tina Lorton	\$6,000.00
185	15 & 16	Kurt & Tina Lorton	\$6,000.00
185	20	Kurt & Tina Lorton	\$2,000.00

BE IT FURTHER RESOLVED, THAT THE Township Committee hereby authorized G. Erwin Sheppard, Mayor, to execute any and all such deeds as may be required to transfer these properties to the approved buyer of said property listed, on behalf of the Lawrence Township Committee.

\_\_\_\_\_  
G. Erwin Sheppard, Mayor

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the Lawrence Township Committee at a meeting held January 11, 2021 at the Lawrence Township Municipal Building, 357 Main Street, Cedarville, NJ 08311.

\_\_\_\_\_  
Ruth Dawson, Clerk

RESOLUTION 2021-17  
TOWNSHIP OF LAWRENCE, COUNTY OF CUMBERLAND

WHEREAS, an overpayment occurred on block 240 lot 9 due to a reduced assessment and payment made in error;

AND Whereas, the bank the owns the property and made said payment in error has requested that the 2020 overpayment be applied to the year 2021;

BE IT RESOLVED, by the Township Committee of the Township of Lawrence that the Tax Collector hereby be authorized to apply the following 2020 overpayments to the year 2021:

Block 240	Lot 9	\$976.99
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Passed at a regular meeting of the Lawrence Township Committee held January 11, 2021.

\_\_\_\_\_  
G. Erwin Sheppard, Mayor

ATTEST:

\_\_\_\_\_  
Ruth Dawson, Clerk