

MEETING OF MAYOR AND COUNCIL  
SEPTEMBER 20, 1017

\* MEETING CALLED TO ORDER - SALUTE TO THE FLAG - MOMENT OF SILENCE

The meeting was called to order at 7:00 p.m. by Mayor Chris Slavicek. He asked everyone to please stand for the Pledge of Allegiance and remain standing for a moment of silence for our men and women serving in the military protecting our freedom.

\* CALLING OF THE ROLL

Mayor Slavicek

Councilman Karczewski - absent

Councilman Dzingleski

Councilwoman Carolan-Genthe

Councilman Peckham

Councilman Perez

Councilman Reid

Borough Administrator – Matthew Crane

\* OPEN PUBLIC MEETINGS ACT STATEMENT

Adequate notice of this meeting has been provided as is required under Chapter 231 Public Law 1975 specifying the time, date, location and to the extent known the agenda by posting a Copy on the bulletin board in the Municipal Building outside of the meeting room and providing a Copy to the Home News Tribune and Sentinel newspapers and by filing a copy in the office of the Municipal Clerk in accordance with the certification which will be entered in the minutes of this meeting.

Graham Peabody, Acting Superintendent and Bite Marino, Administrator attended the meeting and spoke about the upcoming Special Election and the referendum question. In order to use the remaining funds

It has to be presented as a referendum question for the residents to decide. There will be no increase in taxes, New lockers, security system, and air conditioning are some ways the money will be used.

\* PUBLIC PORTION

During the Public Portion of any Council Meeting members of the Public may only speak on topics of concern to the residents of the Borough. Each individual will be given five minutes to speak as per the Rules to Govern adopted January 4, 2016. During the Public portion of any meeting, the members of the Public as well as the Governing Body shall be courteous and respectful to one another. No comments and/or behavior that are considered disrespectful, ill-willed or with the intent to harass will be tolerated. If such behavior occurs, then that individual member of the Public will be asked to sit down and his or her turn to speak will be over, even if the five minutes is not.

Mayor Slavicek said that negotiations are still under way with the Spotswood Police Department. The public will be informed about a special meeting.

John Nartowicz 2 Holly Manor Court said that coming out of Old Forge Road is difficult and he would like to see a study done to see if putting a traffic light there will be beneficial.

Bill Buchan, 15 High Street asked if there will be a meeting before a decision is made about the Police Department. The Mayor said there will be, nothing can be divulged at this time. Time is of the essence.

The documentation is being drawn up. The Prosecutor's office ordered a hiring freeze in the Police Department.

\* CONSENT AGENDA - RESOLUTION #2017 -

120

Report of Municipal Clerk, Tax Collector

Resolutions:

#2017 - 114 - Inadvertent payment of third quarter taxes

115 - Appointment of Eric Fricks as full time Police Officer

116 - Resolution authorizing the Borough of Helmetta to enter into an interlocal service agreement with the County of Middlesex for provision of health services

117 - Resolution authorizing the Borough of Helmetta to extend cooperation of agreements with the County of Middlesex for provision of CDBG, Home and ESG Programs

118 - Best Practices Inventory

119 - Bills payable as per list

MOTION – Councilwoman Carolan-Genthe SECOND – Councilman Perez

ROLL CALL: 5 – 0

\*REPORT OF MAYOR AND COMMITTEES

Mayor Slavicek extended condolences to Councilwoman Carolan-Genthe on the loss of her father. He and Mayor Seeley had a meet and greet with the children on their first day of school. Helmetta Day is September 23 and we will have a petting zoo, DJ, and fireworks.

Councilman Dzingleski said that he hopes all will attend Helmetta Day on the 23<sup>rd</sup>. Councilman Perez said the audit report is not complete. There was some catching up to be done.

Councilman Peckham talked about the CDBG grant. Darren Doran will be retiring and interviews will be conducted for a new Public Works Supervisor.

Councilwoman Carolan-Genthe said October 4<sup>th</sup> will be Walk to School Day. Back to School nights will be held. PTA will be at Helmetta Day.

Borough Administrator Matthew Crane reported that E-Waste will now accept desk top computers, Printers, and fax machines

\*CLOSED SESSION – RESOLUTION 2017 – 121 – NEGOTIATIONS

MOTION – Councilman Peckham SECOND – Councilman Reid

ROLL CALL: 5 – 0

A MOTION to go into Open session was made by Councilman Peckham and SECONDED by Councilwoman Carolan-Genthe.

ROLL CALL: 5 – 0

The next meeting will be October 18<sup>th</sup>.

- ADJOURNMENT There being no further business the meeting was adjourned. All were in favor

RESOLUTION  
#2017- 114

INADVERTENT PAYMENT OF THIRD QUARTER TAXES

WHEREAS, a payment for Third Quarter Taxes was made to the account of Alison Baumlin , 2507 Candlelight Court, Block 2, Lot 7.1 C2507; and

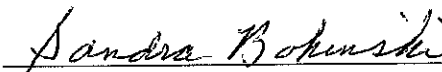
WHEREAS, this payment from First Team Title LLC for \$984.17 was inadvertently sent;

NOW THEREFORE BE IT RESOLVED that the Chief Financial Officer is hereby authorized by the Governing Body to send a refund check of \$984.17 to First Team Title LLC, 214 Rt. 18, East Brunswick, NJ 088163.

	<u>Motion</u>		<u>Aye</u>	<u>Recorded Vote</u>		
	<u>1<sup>st</sup></u>	<u>2nd</u>		<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Karczewski						✓
Carolan-Genthe	✓		✓			
Dzingleski			✓			
Peckham			✓			
Perez		✓	✓			
Reid			✓			

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 20th day of September, 2017.

  
 Sandra Bohinski, RMC  
 Municipal Clerk

RESOLUTION  
#2017- 115

APPOINTMENT OF ERIC FRICKS AS FULL TIME POLICE OFFICER

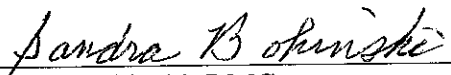
BE RESOLVED, that Eric Fricks be and is hereby appointed as full time Police Officer in the Borough of Helmetta effective September 21, 2017 upon the recommendation of Sergeant Harold Messler; and

BE IT RESOLVED, that he will be entitled to insurance coverage under N.J. Direct 15 or a comparable plan as per the enrollment in October. He will also fall under the P.B.A. Negotiated Contract.

	<u>Motion</u>			<u>Recorded Vote</u>		
	<u>1<sup>st</sup></u>	<u>2nd</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Karczewski					✓	
Carolan-Genthe	✓		✓			
Dzingleski			✓			
Peckham			✓			
Perez		✓	✓			
Reid			✓			

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 20th day of September, 2017.

  
 \_\_\_\_\_  
 Sandra Bohinski, RMC  
 Municipal Clerk



# POLICE DEPARTMENT BOROUGH OF HELMETTA

51 MAIN STREET  
HELMETTA, NEW JERSEY 08828

**Chad E. Lockman**

Chief of Police  
Telephone 732-521-3927 ex 223  
Fax 732-521-1805  
clockman@helmettaboro.com

Officers' Phone 732-521-3927  
General Fax 732-521-5503  
Dispatch 732-251-4100

Sergeant Harold Messler  
51 Main Street  
Helmetta, New Jersey 08828

September 13<sup>th</sup>, 2017

Mayor and Council  
Helmetta Borough Hall  
51 Main Street  
Helmetta, New Jersey 08828

Dear Mayor and Council,

I am writing to you to kindly inform you that I am giving my full recommendation to remove Eric T. Fricks off of his probationary period, and to have him appointed as a Full Time Police Officer. Within the last year, Eric Fricks has excelled in the field of law enforcement making him a vast asset to the Helmetta Police Department. Eric Fricks has also shown that he works well with others, and also absorbs training, knowledge and orders from the men and woman that surround him. Aside from the day to day situations and incidents that Police Officers handle, Eric Fricks has also made a positive impact on the community and the residents of Helmetta. I am respectfully asking for you to add the removal of his probationary period into this month's agenda and minutes during the council meeting making the removal effective September 21<sup>st</sup>, 2017, which was his hire date.

Sincerely,

*SCT H. Messler*

Sergeant Harold Messler #1009

**RESOLUTION  
#2017- 116**

**RESOLUTION AUTHORIZING THE BOROUGH OF HELMETTA  
TO ENTER INTO AN INTERLOCAL SERVICE AGREEMENT  
WITH THE COUNTY OF MIDDLESEX FOR PROVISION  
OF HEALTH SERVICES**

WHEREAS, the Borough of Helmetta ("Borough") desires to contract with the County for the provision of public health services of a technical and professional nature; and

WHEREAS, the County and the Borough are permitted to enter into this agreement pursuant to N.J.S.A. 40:8A-1 et. seq.; and

WHEREAS, a certification to the availability of funds executed by the Chief Financial Officer is attached to this Resolution pursuant to the provisions of N.J.A.C. 5:30-5.4.

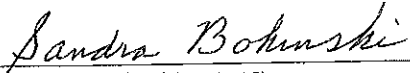
NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Helmetta, County of Middlesex and State of New Jersey that the Mayor and Borough Clerk are hereby authorized to sign the interlocal service agreement with the County of Middlesex for the purpose of the Borough obtaining Public Health Services from the County of Middlesex for the year January 1, 2018 with a yearly rate of \$18,342.22 pursuant to the terms set forth in the attached Contract

BE IT FURTHER RESOLVED that conditioned upon the adoption of authorizing resolutions by both the County and the Borough and execution of the attached Public Health Services Inter local Services Agreement by both parties, the Inter local Services Agreement shall be effective pursuant to the terms of the agreement

	<u>Motion</u>		<u>Aye</u>	<u>Recorded Vote</u>		
	<u>1<sup>st</sup></u>	<u>2nd</u>		<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Karczewski					✓	
Carolan-Genthe	✓		✓			
Dzingleski			✓			
Peckham			✓			
Perez		✓	✓			
Reid			✓			

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 20th day of September, 2017.

  
\_\_\_\_\_  
Sandra Bohinski, RMC  
Municipal Clerk

THIS CONTRACT entered into this 1<sup>st</sup> day of January 2018,  
between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New  
Jersey, having its principal office at 75 Bayard Street New Brunswick, New  
Jersey, hereinafter referred to as the "COUNTY" and the BOROUGH OF HELMETTA,  
having its principal office at 51 Main Street, Helmetta, in the County of Middlesex and  
the State of New Jersey, hereinafter referred to as the "MUNICIPALITY",

WITNESSETH:

WHEREAS, the County has created the Middlesex County Office of Health  
Services pursuant to N.J.S.A. 26:3A2-1 et seq., to provide an array of public health  
services; and

WHEREAS, the Municipality is desirous of contracting with the County for  
furnishing by the County to the Municipality health services of a technical and  
professional nature as more fully set forth below; and

WHEREAS, the parties to this contract are authorized to contract for said  
Services pursuant to N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, in consideration of the mutual promises, covenants,  
agreements and other considerations between the parties, the parties do hereby mutually  
covenant and agree as follows:

1. The County shall provide properly licensed personnel within the territorial  
jurisdiction of the Municipality, to carry out the following public health  
activities:
  - a. ADMINISTRATION
  - b. HEALTH EDUCATION



- c. COUNTY ENVIRONMENTAL HEALTH ACT (CEHA)  
ENVIRONMENTAL PROGRAMS
  - d. PUBLIC HEALTH NURSING
  - e. PUBLIC HEALTH INSPECTION
  - f. EPIDEMIOLOGY AND BIOTERRORISM
2. All of the above mentioned activities shall be provided in accordance with the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey as set forth at N.J.A.C. 8:52-1.1 et. seq. and the regulations promulgated under the County Environmental Health Act (CEHA) N.J.A.C. 7:1H et. seq.
  3. In addition to the above public health services, the County will continue to provide specialized grant services.
  4. In the event a particular public health service or activity exceeds the actual cost to provide said services, the Director shall have the discretion to determine whether the service or activity is necessary, shall be modified, may seek alternative funding or may engage in negotiations with the Municipality for the costs in excess of what is provided for in this Agreement.
  5. In the event that the County or the Director seeks to exercise its rights

under Paragraph 4 hereof, determining services are necessary and seeking costs in excess of what is provided for in this Agreement, the County and/or Director shall provide written notice to the Municipality sixty (60) days in advance of any increased costs sought, at which time the Borough of Helmetta shall have the option to accept the increased costs, negotiate a mutual acceptable amount, or shall be permitted to explore and find an alternate method of delivery for said services and/or to terminate the agreement within the sixty (60) days thereof.

6. The term of this contract shall be for one (1) year commencing on January 1, 2018, and terminating on December 31, 2018 unless terminated earlier as provided for hereinafter.
7. The base cost for the provision of the aforesaid health services shall be as follows:

2018 - \$ 18,342.22

It is understood that the costs, as set forth above, reflects the actual cost to the County to provide the health services.

8. Should the Municipality utilize the early termination procedures set forth in Paragraph 12, then in that event, the Municipality shall pay to the County any increases in the cost to the County to provide said services in the year of termination. Said payment shall be made by the Municipality within thirty (30) days from the receipt from the County of a statement of such additional costs.

9. The Municipality shall designate during the life of this contract, the Director of the County Office of Health Services as the Health Officer of the

Municipality, who shall be its general agent for the enforcement of the local health ordinances and the laws, rules and regulations of the New Jersey Department of Health.

10. The Director of the County Office of Health Services shall supervise and direct all public health activities and health employees of the Municipality.

11. Said Director or his representative shall attend the monthly meetings of the local Board of Health and shall report to the Committee on Health of the Board of Chosen Freeholders at least annually. Copies of said report shall be furnished to the Municipality.

12. This contract may be terminated by either of the parties, upon written notice by the party desiring to terminate said contract. Such notice shall be given no later than 120 days prior to January 1st of each contract year.

13. The contract shall be subject to the approval of the State Commissioner of Health.

14. During the period that the County Office of Health Services provides health services as set forth above, any State aid received by the Municipality for such health services shall be paid to the County of Middlesex and deducted from the actual costs of services.

15. The obligations of the County and Municipality are subject to the availability and appropriation of funds.

16. The County of Middlesex and the Municipality shall save, protect, indemnify and hold harmless each other and their respective elected officials, officers and employees from any and all damages or claims for damages to persons or property, including reasonable counsel fees and costs, which may result or arise from the actions,

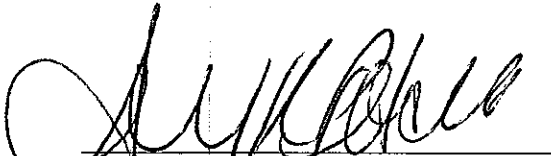
failure to act, negligence, and/or willful misconduct of their employees, agents or contractors under this Agreement, to the extent permitted and pursuant to the provision of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq. and the New Jersey Contractual Liability Act, N.J.S.A. 50:13-1 et. seq.


17. This agreement and any amendments hereto, shall be subject to the formal approval by the Board of Chosen Freeholders and the Municipal Council.

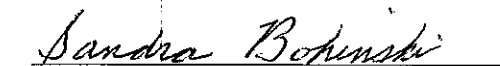
IN WITNESS WHEREOF, the County of Middlesex has caused this instrument to be signed by the Director of the Board of Chosen Freeholders, attested by the Clerk of said Board, and its corporate seal to be hereunto affixed pursuant to a resolution of said Board passed for that purpose and said Municipality of Helmetta caused its proper officers to execute the same, pursuant to a Resolution passed for that purpose the day and year first written above.


ATTEST:


COUNTY OF MIDDLESEX

  
\_\_\_\_\_  
Amy R. Petrocelli, RMC  
Clerk of the Board

By:   
\_\_\_\_\_  
Ronald G. Rios  
Freeholder Director

  
\_\_\_\_\_  
Sandra Bohinski, Municipal Clerk

By:   
\_\_\_\_\_  
Christopher Slavicek, Mayor

APPROVED AS TO FORM AND LEGALITY  
  
\_\_\_\_\_  
NIKI ATHANASOPOULOS, ESQ.  
SENIOR DEPUTY COUNTY COUNSEL

**RESOLUTION  
#2017- 117**

**RESOLUTION AUTHORIZING THE BOROUGH OF HELMETTA  
TO EXTEND COOPERATION AGREEMENTS  
WITH THE COUNTY OF MIDDLESEX FOR PROVISION  
OF CDBG, HOME AND ESG PROGRAMS**

WHEREAS, the Borough of Helmetta ("Borough") desires to contract with the County for the provision of CDGB, HOME and ESG programs; and

WHEREAS, it will be more efficient to execute the updated agreement which will cover the years 2018-2020 and will have an automatic renewal provision; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Helmetta, County of Middlesex and State of New Jersey that the Mayor and Borough Clerk are hereby authorized to sign the updated agreement with the County of Middlesex for the purpose of the Borough obtaining CDBG, HOME, and ESG programs from the County of Middlesex for the years 2018-2020.

	<u>Motion</u>		<u>Aye</u>	<u>Recorded Vote</u>		
	<u>1<sup>st</sup></u>	<u>2nd</u>		<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Karczewski					✓	
Carolan-Genthe	✓		✓			
Dzingleski			✓			
Peckham			✓			
Perez		✓	✓			
Reid			✓			

**CERTIFICATION**

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 20th day of September, 2017.

*Sandra Bohinski*  
\_\_\_\_\_  
Sandra Bohinski, RMC  
Municipal Clerk

## COOPERATIVE COMMUNITY DEVELOPMENT ACTIVITIES AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_ by and between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey, and certain municipalities located therein, as more fully set forth on Page Six of this Agreement, is for the establishment of a cooperative means of conducting certain community development activities.

Whereas, Title I of the Housing and Community Development Act of 1974 and 1977, provides for substantial federal funds being made available to certain urban counties for the Community Development Block Grant, HOME Investment Partnership Program, and Emergency Solutions Program for use therein; and

Whereas, this act establishes certain criteria which must be met in order for a County to be the recipient of said funding;

Whereas; this Agreement, designed to specify the nature of 2018, 2019, and 2020 program year activities in conformance with N.J.S.A. 40A:65-1 et seq., Uniform Shared Services and Consolidation Act, shall be known as the Cooperative Community Development Activities Agreement among the parties;

Now, THEREFORE, in consideration of the terms and conditions hereof, the parties hereto do mutually covenant, promise and agree as follows:

1. This agreement covers the 2018, 2019, and 2020 program year application which will be accepted by the municipalities when developed by the Middlesex County Housing and Community Development Committee and approved by the Board of Chosen Freeholders in accordance with and conform to the said Cooperative Community Development Activity Agreement.
2. Severability and Modification Clause: In the event that any portion of this Agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect. In the event that any modification or work activity shall become necessary, the Middlesex County Housing and Community Development Committee may increase or decrease the cost of any project by not more than ten (10%) percent, subject to concurrence by HUD and the municipalities involved.
3. This contract may be executed in substantially similarly worded counterparts, each of which shall be signed by the Freeholder Director and the Chief Executive of an individual municipality. Each such signatory agency agrees to cooperate with all other signatories and be bound as if all had signed the same agreement.
4. The County of Middlesex, New Jersey will prepare the application for the above activities; has final responsibility for selecting projects and assisting in the administration thereof; and, annually filing final statements. Accordingly, the County shall receive no more than the percentage of the total community development funds as permitted by the regulations of the United States Department of Housing and Urban Development and recommended by the Middlesex County Housing and Community Development Committee and approved by the Board of Chosen Freeholders.
5. The County or Municipality may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must only use such funds for activities eligible under Title I of the Act.
6. This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

7. Each participating Municipality agrees that if any project constructed, in whole or in part, with Community Development Block Grant or HOME funds is proposed for demolition or major modification, the Community will notify the Middlesex County Housing and Community Development Committee prior to such demolition or modification and request permission to proceed.
8. This Agreement gives the County authority to carry out activities which will be funded from annual HOME, Community Development Block Grants and Emergency Solutions Programs from Federal fiscal years 2018, 2019 and 2020 appropriations and from any program income generated from the expenditure of such funds.
9. The County and the cooperating Municipality agree to "cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and public assisted housing."
10. HUD shall not accept any agreement which contains a provision for termination or withdrawal by the County or the cooperating Municipality for this three-year period.
11. The governing body of the County and the governing body of the cooperating Municipality shall authorize the Agreement, and the chief executive officer of each body shall execute the Agreement.
12. The County and all cooperating Municipalities are obligated to take all actions necessary to assure compliance with the Urban County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, and other applicable laws. Noncompliance with these statutes by a municipality included in the Urban County constitutes noncompliance by the Grantee (i.e., the entire Urban County), which may provide cause for funding sanctions or other remedial actions by the Department.
13. (a) Any participating Municipality must inform the County of any income generated by the expenditure of CDBG, HOME, and ESG funds received by the participating unit;  
 (b) Any such program income must be paid to the County or the participating unit may retain the program income subject to requirements set forth in this Agreement;  
 (c) Any program income the participating municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG, HOME, and ESG requirements as they may apply;  
 (d) The County has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the participating municipality as may be needed for this purpose; and  
 (e) In the event of close-out or change in status of the participating municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.
14. The following provisions set forth the standards which shall apply to real property acquired or improved, in whole or in part, with CDBG, HOME, and ESG funds that is within the control of a participating municipality. The standards are:
  - (a) The timely notification of the County by the participating municipality for any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition;

- (b) Provision for reimbursement to the County in an amount equal to the current Fair Market Value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations; and
  - (c) Program income generated from the disposition of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the participating municipality, shall be paid to the County.
15. Community Development Block Grant, HOME, and ESG funds received by the participating municipality shall be audited as part of the municipality's annual audit in accordance with standards applicable to the Single Audit Act.
  16. This Agreement prohibits Urban County funding for activities in or support of any cooperating unit of general local government that does not affirmatively foster fair housing within its own jurisdiction or that impedes the County's actions to comply with its Fair Housing Certification.
  17. Pursuant to Federal Regulation 24 CFR 570.501(B), all participating units of local government are subject to the requirements applicable to subrecipients, including the requirement of a written agreement set forth in Federal Regulation 24 C.F.R. § 570.503.
  18. By executing this Agreement, each participating unit of local government understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG, HOME, and ESG Programs; and it may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.
  19. This Agreement remains in effect until the CDBG, HOME, and ESG funds and income received with respect to the three year qualification period and any successive qualification periods are expended and the funded activities completed, and the County or participating unit of local government may not terminate or withdraw from this Agreement while the Agreement remains in effect.
  20. There is no provision for veto or other restriction that would allow any party to this Agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for selecting CDBG, HOME, and ESG activities and annually filing the Final Statement with HUD.
  21. By execution of this Agreement, each participating unit of local government is expressly stating that they have adopted and are enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions. Each municipality must provide the County with a copy of the policies stated above prior to the execution of this Agreement.
  22. This Agreement also includes any provision authorized by state and local laws that legally obligate the participating units of local government to undertake the necessary actions, as determined by the County, to carry out a community development program and the approved CHAS, and/or meet other requirements of the CDBG, HOME, and ESG Programs and other applicable laws.
  23. This Agreement will automatically renew for participation in successive three-year qualification periods, unless the County or the participating unit of local government provides a written notice it elects not to participate in a new qualification period. A copy of this Notice must be sent to the HUD field office. By the date specified in HUD'S Urban County qualification notice for the next



qualification period, the County will notify each participating unit of local government of such election.

24. Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year Urban County qualification period, and to submit the amendment to HUD as provided in the Urban County qualification notice to HUD will void the automatic renewal of such qualification period.
25. Title II of the Americans with Disabilities Act (ADA) requires that all programs, services and activities which are contracted out by a governmental entity must be accessible to a person with disabilities. The participating municipality will comply with the provisions of Title II of the ADA. The participating municipality will submit a written plan to the County which describes the method in which County funded programs, activities or services will be provided to a disabled individual, as defined in the Act. Said plan must be submitted to the Middlesex County Housing and Community Development offices prior to execution of this contract. The participating municipality further ensures that it will not discriminate against disabled persons in any aspect of employment, inclusive of the application process, hiring, training advancement and wages, benefits or employer-sponsored social activities.
26. The County is not authorized to indemnify any third party for the acts of negligence of any party other than the entities, agents, or employees of the County. However, the County is subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and available appropriations. The County assumes no responsibility or obligations to any third parties by making this federal grant money available to the cooperating Municipality. To the fullest extent permitted by law, the cooperating Municipality shall indemnify, defend, and hold harmless the County, and its agents or employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement.
27. This Agreement may not be amended or modified without the written consent of the County and cooperating Municipality.
28. In the event of any controversy or dispute between the County and the cooperating Municipality, every effort will be made to resolve same through good faith resolution.
29. The terms of this Agreement shall be governed by, construed, interpreted, and enforced in accordance with the law of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective executive officers, attested by their Clerks and affixed thereto their corporate seals.

\_\_\_\_\_  
Mayor of \_\_\_\_\_

\_\_\_\_\_  
Municipal Clerk of \_\_\_\_\_

The County of Middlesex

\_\_\_\_\_  
Ronald G. Rios, Director  
Board of Chosen Freeholders

\_\_\_\_\_  
Amy Petrocelli, Clerk  
Board of Chosen Freeholders

BOUROUGH OF CARTERET  
TOWNSHIP OF CRANBURY  
BOROUGH OF DUNELLEN  
TOWNSHIP OF EAST BRUNSWICK  
BOROUGH OF HELMETTA  
BOROUGH OF HIGHLAND PARK  
BOROUGH OF JAMESBURG  
BOROUGH OF METUCHEN  
BOROUGH OF MIDDLESEX  
BOROUGH OF MILLTOWN  
TOWNSHIP OF MONROE  
TOWNSHIP OF NORTH BRUNSWICK  
TOWNSHIP OF PISCATAWAY  
TOWNSHIP OF PLAINSBORO  
CITY OF SOUTH AMBOY  
TOWNSHIP OF SOUTH BRUNSWICK  
BOROUGH OF SOUTH PLAINFIELD  
BOROUGH OF SOUTH RIVER  
BOROUGH OF SPOTSWOOD

RESOLUTION  
#2017- 118

2017 BEST PRACTICES INVENTORY

WHEREAS, the Borough of Helmetta has received and completed the "2017 Best Practices Inventory" sent out on October 19, 2017 by the Division of Local Government Services, and

WHEREAS, the Chief Financial Officer has certified a score of 22 out of a possible 25; and

WHEREAS, the high percentage of positive responses on the 2017 Best Practices Worksheet qualifies the Borough of Helmetta to receive 100 % of its State Aid; and

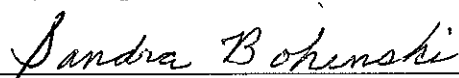
WHEREAS, the Best Practices exercise, now in effect for the last seven years, has reflected completely positively on the municipal operations of the Borough of Helmetta.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Helmetta hereby acknowledges review of the 2017 Best Practices Inventory and hereby authorizes the Borough Municipal Clerk to complete the required certification and send such to the State of New Jersey.

	<u>Motion</u>		<u>Aye</u>	<u>Recorded Vote</u>		
	<u>1<sup>st</sup></u>	<u>2nd</u>		<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Karczewski					✓	
Carolan-Genthe	✓		✓			
Dzingleski			✓			
Peckham			✓			
Perez		✓	✓			
Reid			✓			

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 20th day of September, 2017.

  
\_\_\_\_\_  
Sandra Bohinski, RMC  
Municipal Clerk

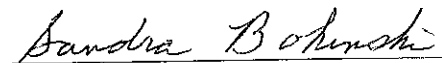
RESOLUTION  
#2017 - 119

Bills payable as per list.

	<u>Motion</u>			<u>Recorded Vote</u>		
	<u>1<sup>st</sup></u>	<u>2nd</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Karczewski					✓	
Carolan-Genthe	✓		✓			
Dzingleski			✓			
Peckham			✓			
Perez		✓	✓			
Reid			✓			

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 20th day of September, 2017.

  
\_\_\_\_\_  
Sandra Bohinski, RMC  
Municipal Clerk