

**MEETING OF MAYOR AND COUNCIL
MONDAY, SEPTEMBER 12, 2011**

*** MEETING CALLED TO ORDER * STATEMENT REGARDING OPEN
PUBLIC MEETING LAW * SALUTE TO THE FLAG**

The meeting was called to order at 7:30 p.m. by Mayor Martin. Adequate notice of this meeting was provided as is required by the Open Public Meetings Law with advertising in the Home News Tribune and posting on the bulletin board. All present Pledged Allegiance to the Flag.

*** CALLING OF THE ROLL:**

Cmn. Peckham
Asciolla -
Janeczek -
Karczewski - Absent
Perez - Absent
Smith - Absent

*** PUBLIC PORTION**

There being no one from the Public who wished to speak, the meeting was closed to the Public.

*** CONSENT AGENDA - RESOLUTION # 2011 - 196**

Report of Municipal Clerk, Utility Revenue Collector

Resolutions:

193 - Resolution of the Borough of Helmetta authorizing an animal
Impoundment agreement and an animal control agreement with the
Township of East Brunswick

194 - Resolution requesting approval of items of revenue and appropriation
NJS 40A:4087

195 - Payment of Bills

MOTION - Cmn. Asciolla SECOND - Cmn. Janeczek

ROLL CALL: 3 - 0

*** REPORTS OF MAYOR, COMMITTEES, BOROUGH ATTORNEY,
BOROUGH ENGINEER, PUBLIC WORKS, PUBLIC SAFETY**

Public Works Director Darren Doran reported that thus far Hurricane Irene has cost the Borough \$10,317.00 and we still have more container and waste costs. The trees on Old Forge Road that have died will be replaced.

Discussion was held on next years DOT grant

RESOLUTION # 197 - Authorization for Engineers to file DOT grant for the streets
off of Old Forge Road

MOTION - Cmn. Asciolla SECOND - Cmn. Janeczek

ROLL CALL: 3 - 0

*** READING OF ORDINANCES**

(Second Reading)

15 – An Ordinance amending Chapter 13 of the Code of the Borough of Helmetta entitled "Police Department"

MOTION to open to Public – Clmn. Ascioffa SECOND – Clmn. Peckham

ROLL CALL: 3 - 0

There being no one from the Public who wished to speak, the meeting was closed to the Public.

MOTION to adopt – Clmn. Ascioffa SECOND – Clmn. Janeczek

ROLL CALL: 3 - 0

(First Reading)

17 – An Ordinance authorizing a Special Emergency Appropriation for an additional \$10,000.00 for the purpose of funding the preparation and execution of a complete program of revaluation of real property for the use of the Borough's Tax Assessor in establishing a uniform schedule of values for equalization of the real property located within the Borough of Helmetta, County of Middlesex, New Jersey

MOTION – Clmn. Ascioffa SECOND – Clmn. Peckham

ROLL CALL: 3 - 0

It was noted that in order to save the Borough money, Tax Assessor Ken Pacera will assist the Borough.

*** NEW BUSINESS**

1. JLV – resolution will be given to Code Enforcer Joe Kotora
2. School enrollment – a letter showing legal authority is necessary in order to receive this information
3. Letter to Mayor Pucci – there will be an article in the Sentinel regarding the flooding

*** CLOSED SESSION RESOLUTION # 2011 – 198 – Personnel**

MOTION – Clmn. Ascioffa SECOND – Clmn. Janeczek

ROLL CALL: 3 - 0

The meeting was opened to the Public

*** ADJOURNMENT**

There being no further business, the meeting was adjourned.

AUGUST, 2011	Copies	Marr Lic	Plng Bd	Towing	Licenses	Lndlr Reg	Recycling
Perdoni \$28.00		\$28.00					
Zsamba \$28.00		<u>\$28.00</u>					
Liu \$100.00						\$100.00	
Dentwyler \$100.00						<u>\$100.00</u>	
Baba's I. C, \$200.00					\$200.00		
	\$456.00	\$56.00			\$200.00	\$200.00	
Dog & Cat Licenses	\$20.00 (late fees)						

Water/Sewer Receipts Report

August 2011

	<u>Water</u>	<u>Sewer</u>	<u>Total</u>
2007 Principal	\$ -	\$ -	\$ -
2008 Principal	-	-	-
2009 Principal	-	-	-
2010 Principal	273.22	373.00	646.22
2011 Principal	<u>38,939.38</u>	<u>40,105.45</u>	<u>79,044.83</u>
Subtotal	39,212.60	40,478.45	79,691.05
Interest	<u>91.30</u>	<u>115.18</u>	<u>206.48</u>
Subtotal	39,303.90	40,593.63	79,897.53
Final Water Reads	-	-	-
Returned Checks	-	-	-
Payment Reversal	-	-	-
NSF Bank Fees	-	-	-
Duplicate Bill Fee - W&S	-	-	-
Connection Fee	-	-	-
Water Meter Testing	-	-	-
Transfer in from Tax	-	-	-
Transfer out to Tax	<u>-</u>	<u>-</u>	<u>-</u>
Total Deposits	<u>\$39,303.90</u>	<u>\$ 40,593.63</u>	<u>\$ 79,897.53</u>

Carol Feig
Utility Revenue Collector

RESOLUTION # 2011 – 193

**RESOLUTION OF THE BOROUGH OF HELMETTA
AUTHORIZING AN ANIMAL IMPOUNDMENT
AGREEMENT AND AN ANIMAL CONTROL
AGREEMENT WITH THE TOWNSHIP OF EAST
BRUNSWICK**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes municipalities to contract with each other for shared services; and

WHEREAS, the Township of East Brunswick ("East Brunswick") is in need of both animal control services and animal impoundment services; and

WHEREAS, the Borough of Helmetta (the "Borough") and East Brunswick desire to enter into a shared services agreement in which East Brunswick will pay the Borough \$30,000 per year, and the Borough will provide licensed animal control officers to perform animal control services within East Brunswick; and

WHEREAS, the Borough and East Brunswick also desire to enter into a shared services agreement in which the Borough will provide East Brunswick with full-time kennel impoundment services at the Helmetta Municipal Animal Shelter; and

WHEREAS, both the animal control services agreement and the animal impoundment agreement shall commence upon execution, and shall terminate on December 31, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Helmetta, County of Middlesex, State of New Jersey that the Mayor is hereby authorized to enter into both an agreement for the provision of animal control services, and an agreement for the provision of animal impoundment with the Township of East Brunswick, both in the forms attached hereto, for the remainder of the 2011 calendar year. Said agreements are on file with the Borough Clerk and are incorporated herein by reference.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. Clerk, Township of East Brunswick
- b. David A. Clark, Borough Attorney
- c. Darren Doran, Animal Control Officer

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this ____ day of _____, 2011 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828, and the Township of East Brunswick ("East Brunswick"), 1 Jean Walling Civic Center Drive, East Brunswick, New Jersey 08816.

WHEREAS, Helmetta has five licensed animal control officers; and

WHEREAS, Helmetta purchased two vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, East Brunswick needs animal control services; and

WHEREAS, Helmetta and East Brunswick are desirous of entering into an shared services agreement wherein Helmetta will provide animal control services to East Brunswick from the date of execution of this Agreement until December 31, 2011; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and East Brunswick are authorized to enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, Helmetta and East Brunswick have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Helmetta shall provide a licensed animal control officer to perform animal control services in East Brunswick (the "Animal Control Officer" or "ACO"). Helmetta represents that the Animal Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in East Brunswick. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide the Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in East Brunswick in accordance with the duties and responsibilities set forth in the Ordinances of East Brunswick, and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require East Brunswick to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter.

6. The Animal Control Officer shall respond to the following emergencies when paged:

- A. Sick, attacking or abnormally acting wildlife.
- B. Domestic animal attacking or threatening public safety.

- C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.
 - D. The Animal Control Officer shall not be required to trap nuisance wildlife or pick up dead animals.
 - E. The Animal Control Officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs.
 - F. The animal control will trap feral cats as required to protect the public health.
7. In performance of his duties in East Brunswick, the Animal Control Officer shall:

- A. Handle all animals humanely.
- B. Handle all complaints and attend all court appearances in a timely and professional manner.
- C. Enforce East Brunswick's Animal Control Ordinances as required by law. Investigate animal cruelty complaints and coordinate investigative and enforcement activities with the East Brunswick Police Department and the Health Department as necessary.
- D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.
- E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for East Brunswick.
- F. Provide and maintain all necessary animal control equipment.

8. East Brunswick shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in East Brunswick.

9. When East Brunswick requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2011 - \$55.00 per incident

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of East Brunswick to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When East Brunswick requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard cost of \$55.00 to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. Helmetta shall defend, indemnify, protect and save harmless East Brunswick, its agents, officials, employees and servants against all claims arising

from or relating in any way to the services performed by Helmetta under this Agreement. East Brunswick shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims arising from or relating in any way to the services performed by East Brunswick under this Agreement.

12. East Brunswick shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in East Brunswick.

13. For and in consideration of providing such services, East Brunswick agrees to pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter:

\$2,500 per month

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2011. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2012, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and East Brunswick.

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

18. 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.

19. This Agreement and any dispute arising there under shall be governed by and construed in accordance with the laws of the State of New Jersey.

20. This Agreement is entered into on the date last signed by the parties hereto.

AGREEMENT FOR ANIMAL IMPOUNDMENT SERVICES

This **AGREEMENT** dated this _____ day of _____, 2011 is by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 60 Main Street, Helmetta, New Jersey 08828 and the **TOWNSHIP OF EAST BRUNSWICK** (the "Municipality") with its principal offices located at 1 Jean Walling Civic Center Drive, East Brunswick, New Jersey 08816 (collectively the "Parties").

WHEREAS, Helmetta owns and operates a municipal animal shelter (the "Shelter"); and

WHEREAS, the Shelter complies with all New Jersey State Health Department regulations and Middlesex County Health Department regulations; and

WHEREAS, the Municipality is in need of animal impoundment services; and

WHEREAS, Helmetta and the Municipality would like to enter into a shared services agreement wherein Helmetta provides animal impoundment services to the Municipality; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4 of the Uniform Shared Services Act, Helmetta and the Municipality are authorized to enter into a shared services agreement provided that the agreement is duly authorized by the governing bodies of each municipality; and

WHEREAS, Helmetta and the Municipality have each adopted resolutions authorizing the execution of this shared services agreement (the "Agreement").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties do hereby covenant and agree each with the other as follows:

1. Services. Helmetta shall provide the Municipality with full-time kennel services at the Shelter for the term of this Agreement. For the purposes of this Agreement, full-time kennel services shall mean housing, feeding and providing appropriate and necessary veterinary care for qualifying animals from the Municipality on a 24 hour per day, seven days per week basis. By entering into this Agreement, the Municipality agrees to abide by Helmetta's impoundment procedures, which procedures will be provided to the Municipality's Animal Control Officer ("ACO"), and which is attached to this Agreement as "Exhibit A".

2. Animal Shelter Fees. In consideration of the services to be provided by Helmetta pursuant to this Agreement, the Municipality agrees to pay Helmetta fees based upon the following schedule:

Administrative Fee

Administrative Fee

(Not applicable if Helmetta and the Municipality have entered into a separate shared services agreement for animal control services)

- \$100.00
per month

Regular Shelter Fee

Per dog	-	\$100.00 per week
Per cat	-	\$90.00 per week
Per kitten up to 8 weeks week	-	\$20.00 per
Any other domestic animal week (Rodents, birds, reptiles, amphibians, etc.)	-	\$25.00 per

Redemption Fee for Stray Animals

When a resident of the Municipality redeems their stray animal from the Shelter, they shall pay a boarding fee to Helmetta in the amount of \$10.00 per day

Special Circumstance Fee

The Municipality shall pay Helmetta a special circumstance fee in the amount of \$25.00 per day. A Special Circumstance shall be defined as a situation where a privately owned animal is impounded by an ACO, Health Officer, Police Officer, SPCA Officer or any Officer acting in an official capacity for the Municipality (including, but not limited to evictions, arrests, drug raids, DUI, and animal cruelty). The Municipality shall have the responsibility to seek reimbursement of that fee from the owner of the animal.

*If the Special Circumstance Fee is appropriate, then the Regular Shelter Fee and the Redemption Fee shall not apply.

Additional Charges

Quarantine for 10 days	-	\$150.00
Rabies Prep	-	\$75.00

Veterinary Care Charges

The Municipality agrees to pay Helmetta the full actual cost incurred by Helmetta for the provision of veterinary services for the treatment of any animal from the Municipality.

3. Payment Obligations; Interest. Helmetta shall bill the Municipality on a monthly basis for the services provided to the Municipality relating to the Shelter based upon the fee schedule set forth within Section 2 of this Agreement. The Municipality agrees to pay Helmetta for the monthly services provided to the Municipality relating to the Shelter within thirty (30) days of receipt of the monthly invoice. If the Municipality fails to timely pay any monthly invoice, it shall be responsible to pay Helmetta a late fee in the amount of 2% interest (compounded daily) for every day that the payment is late.

4. **Term of Agreement.** This Agreement shall take effect upon the date that it is fully executed by the Parties and shall expire on December 31, 2011. This Agreement shall be automatically renewed upon the same terms and conditions for two one-year periods beginning on January 1 of each year, unless either Party gives sixty (60) days written notice of its intention to terminate the Agreement.

5. **Veterinary Services.** Helmetta shall, in its sole and reasonable discretion, determine if any animal in the Shelter is in need of veterinary services and, if so, shall arrange for the provision of such veterinary services from a licensed veterinarian. The Parties acknowledge and recognize that the cost of veterinary services for animals in the Shelter is provided at a municipal discount and the Municipality agrees to pay Helmetta the full actual cost of veterinary services incurred for any animal impounded from the Municipality.

6. **Right to Refuse to Accept Animals.** Helmetta shall have the right, in its sole and reasonable discretion, to refuse to accept any animal brought to the Shelter for impoundment based upon the animal's condition and/or upon the type of animal.

7. **Responsibility of Parties.** The Municipality shall be responsible for the condition of each animal that its ACO brings to the Shelter until Helmetta formally accepts custody of such animal during the Shelter's regular business hours. Unless an animal was brought in under Special Circumstances, as defined within Section 2 of this Agreement, any animal brought to the Shelter by the Municipality shall become the lawful property of Helmetta after seven (7) days.

8. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days written notice to the other party.

9. **Default.** The failure of any of the Parties to timely perform any of their obligations required hereunder, and the continuance of such failure for a period of thirty (30) days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure, act or omission be remedied (a "Notice of Default"), shall be an Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party may pursue any remedies available to it at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, or obligations under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by the Parties in asserting any of their rights or remedies as to any Event of Default by the other Parties shall not operate as a waiver of such Event of Default, or of any such rights or remedies, or shall deprive the Parties of their right to institute and maintain any actions or proceedings which they may deem necessary to protect, assert or enforce any such rights or remedies. Moreover, no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every

other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

10. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to Helmetta:

Borough Clerk
Borough of Helmetta
60 Main Street
Helmetta, New Jersey

As to the Municipality:

Township Clerk
Township of East Brunswick
1 Jean Walling Civic Center Drive
East Brunswick, New Jersey

From time to time either party may designate a different person or address for all the purposes of this Notice provision by giving the other party no less than ten (10) days notice in advance of such change of address in accordance with the provisions hereof.

11. Entire Agreement; Amendments to Agreement. This Agreement represents the entire agreement by and between the Parties with respect to the issues set forth herein and supersedes and replaces any and all previous agreements between or for the benefit of the Parties. No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Parties with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in such amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect.

12. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Middlesex County, New Jersey, and the Parties hereby waive all objections to such venue.
13. **Severability.** The terms, covenants and provisions of this Agreement shall be deemed to be severable and the invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other portion thereof.
14. **Assignment.** Neither party shall assign this Agreement without the prior written permission of the other party.
15. **Titles of Articles and Sections.** The titles of the several Articles and Sections of this Agreement, as set forth at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
16. **Successors Bound.** This Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.
17. **Authorization.** Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.
- IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

RESOLUTION 2011-194

RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION NJS 40A:4-87

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount,
NOW, THEREFORE, BE IT RESOLVED, that the Council of the Borough of Helmetta, in the County of Middlesex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2011 in the sum of \$12,500.00, which is now available as follows:

Interlocal Municipal Service Agreements - Borough of Matawan Animal Control	\$ 5,000.00
Interlocal Municipal Service Agreements - Borough of Matawan Animal Shelter	2,000.00
Interlocal Municipal Service Agreements - Marlboro Township Animal Shelter	500.00
Public and Private Revenues Offset with Appropriations - Law Enforcement Response	
to Community Concerns Grant	5,000.00
	<u>\$ 12,500.00</u>

BE IT FURTHER RESOLVED, that the like sum of \$12,500.00 is hereby appropriated as follows:

RESOLUTION 2011 – 195
PAYMENT OF BILLS

RESOLUTION
2011-

BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HELMETTA, in the County of Middlesex, New Jersey (not less than three (3) members thereof affirmatively concurring) as follows:

1. All bills or claims as reviewed and approved by the Finance Committee and as set forth in this Resolution are hereby approved for payment.
2. The Mayor and Chief Financial Officer are hereby authorized and directed to sign checks in the payment of bills and claims which are hereby approved.

The computer print-out of the list of bills will be on file in the Clerk's Office.

CURRENT FUND	\$	56,052.78
WATER OPERATING FUND		3,691.08
SEWER OPERATING FUND		5,905.94
GENERAL CAPITAL FUND		670.00
TRUST FUND		8,794.28
BUILDERS' ESCROW		157.50
	\$	<u>75,271.58</u>

	Motion	Second	Aye	Nay	Abstain	Absent
Peckham						
Asciolla						
Janeczek						
Karczewski						
Perez						
Smith						

Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing Resolution was duly adopted by the Governing Body at their regular meeting on September 12, 2011.

Sandra Bohinski, Municipal Clerk

ORDINANCE # 2011 - 17

AN ORDINANCE AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION FOR AN ADDITIONAL \$10,000.00 FOR THE PURPOSE OF FUNDING THE PREPARATION AND EXECUTION OF A COMPLETE PROGRAM OF REVALUATION OF REAL PROPERTY FOR THE USE OF THE BOROUGH'S TAX ASSESSOR IN ESTABLISHING A UNIFORM SCHEDULE OF VALUES FOR EQUALIZATION OF THE REAL PROPERTY LOCATED WITHIN THE BOROUGH OF HELMETTA, COUNTY OF MIDDLESEX, NEW JERSEY

WHEREAS, the Borough of Helmetta, in the County of Middlesex, New Jersey (the "Borough") has determined to undertake the preparation of a complete program of revaluation of real property for the use of its tax assessor in establishing a uniform schedule of values for equalization of the real property located within the Borough; and

WHEREAS, N.J.S.A. 40A:4-53 provides that a municipality may adopt an ordinance providing for a special emergency appropriation for preparation and execution of a complete program of revaluation of real property for the use of the local tax assessor; and

WHEREAS, pursuant to Ordinance No. 14-2011, the Borough Council previously authorized a special emergency appropriation of \$25,000.00, for the cost of preparing and executing a complete program of revaluation within the Borough; and

WHEREAS, the Borough has now determined that it will cost an additional \$10,000.00 in order to complete the revaluation; and

WHEREAS, the Borough has determined that it is necessary to authorize an additional special emergency appropriation of \$10,000.00 in order to provide adequate funds for the awarding of a contract for the preparation and execution of a complete program of revaluation within the Borough.

NOW, THEREFORE, be it ordained by the Borough Council of the Borough Of Helmetta, in the County of Middlesex, New Jersey, as follows:

Section 1. Pursuant to N.J.S.A. 40A:4-53, and in addition to the \$25,000.00 previously appropriated, the sum of \$10,000.00 is hereby appropriated for the preparation and execution of a complete program of revaluation of real property for the use of the Borough's tax assessor, and the same shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-55.

Section 2. The authorization to finance the appropriation shall be provided for in succeeding annual budgets by the inclusion of at least one fifth of the amount authorized by this ordinance and as provided in N.J.S.A. 40A:4-55.

Section 3. A copy of this ordinance shall be filed with the Director of the Division of Local Government Services.

Section 4. This ordinance shall take effect upon final passage and publication as required by la

ORDINANCE # 2011 - 15

AN ORDINANCE AMENDING CHAPTER 13 OF THE
CODE OF THE BOROUGH OF HELMETTA,
ENTITLED "POLICE DEPARTMENT"

WHEREAS, the Borough Code of the Borough of Helmetta (the "Borough") currently contains Chapter 13, entitled "Police Department" which establishes and governs the Police Department within the Borough; and

WHEREAS, the Borough desires to amend Chapter 13 (Police Department) of the Code in order to re-allocate certain duties between the Police Director and the chief law enforcement officer of the Borough Police Department; and

WHEREAS, the Borough further desires to supplement Chapter 13 of the Code in order to permit members of the Police Department, during their off-duty hours, to engage in certain extra duty police-related activities for private persons or entities under specified circumstances; and

WHEREAS, the goal of said ordinance is to allow the Police Department to run in a more efficient and orderly manner to serve the residents and guests of the Borough.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Helmetta that Chapter 13 of the Borough Code entitled, "Police Department" is hereby amended as follows (additions underscored, deletions struck-through):

1. Chapter 13, Section 5 (Sergeants) shall be amended as follows:

13-5. Sergeants.

There shall be within the Police Department of the Borough of Helmetta, a maximum of ~~one (1)~~ two (2) Sergeants to properly maintain the efficiency of the Police Department. The Sergeants shall be assigned by the Police Director to supervise all personnel as assigned by the Police Director and shall promote, enforce and abide by the rules and regulations of the Police Department of the Borough of Helmetta.

- A. Each Sergeant shall have and exercise the following authority and perform the following duties:

- (1) He or she, if so designated by the Director, shall be next in command to the Police Director and, in the case of absence or disability of the Director, shall perform all the duties of the Police Director when so ordered by the Police Director. He or she shall be superior in rank to patrol officers.
- (2) It shall be his or her duty to take cognizance of any and all neglect of duty, disobedience of orders and other offenses on the part of the members of the Police Department. He or she shall also ensure the police headquarters and other property of the Police Department are kept in proper order and condition and that strict discipline is always maintained and that efficient service is performed by the Police Department.

- (3) He or she shall ensure that all employees of the Police Department are properly instructed in his or her duties and assignment, and pay particular attention to the instruction of new members of the force.
- (4) He or she shall in the absence of the Director, issue such orders and give such instructions as he or she may deem necessary or proper, from time to time as to the administration and management of the Police Department.
- (5) He or she shall assist the Director in the performance of his or her duties and shall be responsible for seeing that all laws of the State of New Jersey and ordinances of the Borough are duly enforced and observed and that the public peace is maintained.
- (6) He or she shall during his or her tour of duty, in addition to the performance of the duties herein listed, exercise the authority and perform the duties of a patrol officer as far as practicable.
- (7) He or she shall communicate to the other members of the Police Department and to the special police officers assigned to active duty all specific tasks made and instructions and shall require the prompt performance thereof and compliance therewith. Moreover, he or she shall communicate and effectuate the policies and procedures developed and formulated by the Police Director and shall require the prompt performance thereof and compliance therewith by all police personnel.
- (8) He or she shall observe the work of all other members of the Police Department and shall report such observations to the Police Director. He or she shall criticize constructively the work of individual officers and give such instruction and direction as may be appropriate to improve the efficiency of their work.
- (9) He or she shall supervise and direct patrol officers in the proper administration of their duties and shall be responsible to the Director for the proper performance of their duties.
- (10) He or she shall be responsible for providing reports to the Police Director regarding the day-to-day operations of the police force.

2. Chapter 13, Section 18 (Police Director) shall be amended as follows:

13-18. Police Director.

- A. a. The Police Director, who shall be appointed and supervised by the Public Safety Committee, shall serve as the executive of the Police Department.
- B. b. The Police Director shall receive an annual salary/stipend as established by the Council in accordance with applicable laws.
- C. c. The Police Director shall serve as the active administrative and executive officer of the Police Department and shall command the Department. be responsible for the police department's efficiency and day to day operations and shall carry out the powers and duties

~~established under N.J.S.A. 40A:14-118 and in accordance with applicable case law and the Attorney General guidelines and directives.~~

- ~~D. d.~~ The Police Director shall be the person to whom the Sergeants shall directly report to.
- ~~E. e.~~ The Police Director shall determine policy and direction for the Police Department.
- ~~F. f.~~ The Police Director shall provide monthly reports to the Public Safety Committee concerning the state of the Police Department.
- ~~G. g.~~ The Police Director shall issue special emergency directives, as necessary, to protect the health, safety and welfare of the Borough in an emergency.
- ~~H. h.~~ The Police Director shall receive daily reports or other periodic reports, as designated by the Police Director from the Sergeants.
- ~~I. i.~~ The Police Director shall designate the Sergeants responsible for performing the Police Director duties when the Police Director is absent.
- ~~J.~~ The Police Director by written order, subject to the approval of the Public Safety Committee, shall establish such bureaus, divisions and services as may be required for the proper functioning of the Police Department's work. The Director shall have the power to establish the respective duties and responsibilities for all members of the Police Department and to require them to perform the same.

3. Add New Section, Chapter 13-19 "Special Duty Assignments."

§ 13-19. Special duty assignments.

- A. Statutory authority. The Attorney General of the State of New Jersey and the Division of Local Government Services have determined that members of a municipal Police Department may, during their off-duty hours, engage in police-related activities for private persons or entities.
- B. Definitions:
 - (1) "Thirty-Party Assignment" shall mean work performed by a sworn member of the Police Department where the member performs extra-duty police-related activities which are paid for and/or reimbursed by third parties rather than by the Borough of Helmetta.
 - (2) "Outside Employment" means work performed by a sworn member of the Police Department where the member is paid by a third party to perform non-police duties.
- C. Authorization for Third-Party Assignments. The chief law enforcement officer is hereby authorized to permit members of the Police Department, during their off-duty hours, to engage in police-related activities for third parties under the provisions of this ordinance.
 - (1) Any and all Third-Party Assignments must be determined and approved by the chief law enforcement officer prior to the commencement of such employment. The chief law enforcement officer shall assign all third-party police-related activities pursuant to the Police Department policy for third-party work assignments.

- (2) The chief law enforcement officer shall obtain such information as he deems necessary in order to make his determination as to whether to permit the requested assignment.
- (3) The chief law enforcement officer shall be guided by the nature of the assignment and should avoid those with conflicts of interest and/or high risk of injury or which pose an unreasonable threat to the health, safety or welfare of the police officer(s) or residents of the Borough.
- (4) The chief law enforcement officer may assign a patrol vehicle for use in performing the requested assignment if he determines that such patrol vehicle is necessary in order to properly perform the contracted duty. The chief law enforcement officer may deny assignment or use of police officer(s) or vehicles and/or impose any condition(s) or requirement(s) as he, in his sole discretion, may deem to be in the best interests of the Borough and/or the police officer(s) or public safety.

D. Nature of work. Third-Party Assignments shall be considered as a "special assignment from independent contractors" and will not be considered as a direct assignment.

- (1) Officers engaged in such Third-Party Assignments shall conform to all Police Department rules, regulations, and procedures.
- (2) In no event shall an Third-Party Assignment interfere with Borough related police assignments.
- (3) After approval of the activity by the chief law enforcement officer, the assignment of the necessary extra duty police officer(s) shall be made on a voluntary basis in accordance with a fair and reasonable system established and administered by the chief law enforcement officer.
- (4) Any law enforcement officers, when so employed by the Borough, shall be treated as an employee of the Borough provided, however, that wages earned for outside employment shall not be applied toward pension benefits of law enforcement officers so employed, nor shall hours worked for outside employment be considered in any way compensable as over time.

E. Escrow accounts.

- (1) Any person or entity requesting the services of an off-duty law enforcement officer of the Police Department shall estimate the number of hours such law enforcement services are required, which estimate shall be approved in writing by the chief law enforcement officer, and shall establish an escrow account with the Borough chief financial officer by depositing an amount sufficient to cover the rates of compensation and administrative fees set forth in this section, for the total estimated hours of service.

- (2) Prior to the chief law enforcement officer posting any request for services of off-duty law enforcement officers, the Police Director shall verify that the balance in the escrow account of the person or entity requesting services is sufficient to cover the compensation and fees for the number of hours specified in the request for services. The chief law enforcement officer shall not post a request for services from any person or entity unless all fees and compensation required in the manner described above have been deposited with the Borough chief financial officer. No officer shall provide any such services for more hours than those which are specified in the request for services.
 - (3) In the event the funds in such an escrow account should become depleted, services of off-duty law enforcement officers shall cease and requests for further or future services shall not be performed or posted until additional funds have been deposited in the escrow account in the manner described above.
 - (4) The person or entity requesting such services shall be responsible for ensuring that sufficient funds remain in the escrow account in order to avoid any interruption of services.
- F. Request for services. All requests for the services of off-duty law enforcement officers for a period of one week or longer shall be forwarded to the chief law enforcement officer for posting at least ten (10) days before such services are required.
- G. Rates of compensation; administrative fee; payment for services. Fees for the services to be rendered shall be established by resolution of the Borough Council and may be amended from time to time at the Borough Council's discretion.
- H. Insurance coverage. The Borough shall be responsible for providing all necessary insurance coverage as required by law, including, but not limited to workers' compensation, public liability and claims for damage, personal injury including death or damage to property which may arise as a result of the Borough's performance under the agreement.
- I. Indemnification. Any private person or entity requesting the services of extra-duty police officers shall indemnify the Borough for any and all damages which may arise from the officer's employment by said private person or entity.
- J. Authorization for Outside Employment. The chief law enforcement officer is hereby authorized to permit members of the Police Department, during their off-duty hours, to engage in Outside Employment wholly unrelated to the officer's full-time work for the Borough, subject to periodic re-assessment and approval by the chief law enforcement officer. The officer shall be paid directly by his employer for any authorized Outside Employment and the provisions of subsections C through I above shall not apply.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provisions so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective; and

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

BOROUGH OF HELMETTA COUNCIL