

**SPECIAL MEETING
FEBRUARY 13, 2013
7:00 PM**

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

The meeting was called to order at 7:08 p.m. by Mayor Nancy Martin. This meeting is called to order in accordance with the Open Public Meetings Law. Notice of this meeting stating the starting time, date and location was advertised in the Home News Tribune and posted in the lobby of the Municipal Building and will be recorded in the minutes of this meeting. All in attendance Pledged Allegiance to the Flag.

*** CALLING OF THE ROLL**

ASCIOLLA
JANECZEK
KARCZEWSKI
PEREZ
SLAVICEK - absent
VIDAL

*** PUBLIC PORTION**

Joe Estrada, 50 Main Street welcomed Mr. Bennett as our new Police Director. He was always pro Police Dept. but he feels it's now falling apart. The basketball nets were up from Family Day and he sees the Police playing basketball out there. The Neighborhood Watch Program, whatever happened to it. The Police are racing at 2:00 a.m. Three tractor trailers got stuck on the railroad tracks. If asked if Sgt. Messler could be present at the next meeting and was told he will be requested to appear.

Mayor Martin introduced Santokh Singh who is now in charge of our Borough Website.

Clmn. Perez stated that they had ten to fifteen resumes for CFO's and BA's they reviewed and they met with one. The person is from Middletown and he is available during the day.

*** RESOLUTION 65 – CONSENT AGENDA**

The following resolutions and items will be voted on in unison as a Consent Agenda:

- 59 – Resolution Authorizing the Mayor to execute a cost sharing agreement with Kaplan at Helmetta, LLC for improvements to John Street
- 60 – ~~Resolution of the Borough of Helmetta authorizing the appointment of _____ Denise Jawidzik as Chief Financial Officer and Qualified Purchasing Agent in order to fill an unexpired term~~
- 61 – ~~Resolution of the Borough of Helmetta authorizing the appointment of AnneMarie Mausser as Finance Clerk~~
- 62 – A Resolution of the Borough of Helmetta appointing Daryl Albert as

Special Police Officer

63 – Waiver of Fire Safety Use Inspection Fee

64 – Payment of Bills

Acceptance of Kailyn Ruskuski and Mike Duffy as Helmetta Firefighters
(Resolutions # 60 and 61 were asked to be pulled.)

MOTION – Clmn. Ascioffa SECOND – Clmn. Janeczek

Ayes – Ascioffa, Janeczek, Karczewski, Perez, Vidal Nays: -0-

60 – Resolution of the Borough of Helmetta authorizing the appointment of
Denise Jawidzik as Chief Financial Officer and Qualified Purchasing Agent in order to
fill an unexpired term

A much lengthy discussion ensued on this resolution. Clmn. Perez had questions
about her experience, how many hours a week she would be working. Mayor Martin
stated she has 22 years as a CFO and works nearby if needed during the
day. Clmn. Perez thought it would be best if we waited to hire a CFO so more
could be interviewed. Mayor Martin responded that is fine; if we don't have a
CFO the State will take over.

MOTION – Clmn. Ascioffa SECOND – Clmn. Janeczek

Ayes: Ascioffa, Janeczek, Vidal

Nays: Karczewski, Perez

61 – Resolution of the Borough of Helmetta authorizing the appointment of AnneMarie
Mausser as Finance Clerk

MOTION – Clmn. Ascioffa SECOND: Clmn. Janeczek

Ayes – Ascioffa, Janeczek, Karczewski, Perez, Vidal Nays: -0-

*** ADJOURNMENT**

There being no further business, a MOTION was made by Clmn. Ascioffa and
SECONDED by Clwmn. Vidal to adjourn at 7:42. All were in favor

Sandra Bohinski, RMC
Municipal Clerk

RESOLUTION

2013 – 59

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COST
SHARING AGREEMENT WITH KAPLAN AT HELMETTA, LLC FOR
IMPROVEMENTS TO JOHN STREET**

WHEREAS, Kaplan at Helmetta, LLC (“Kaplan”) is the contractually-designated
redeveloper for a redevelopment area located within the Borough of Helmetta (the “Borough”)
known as the Helme Mill Redevelopment Area; and

WHEREAS, as part of its redevelopment of the Helme Mill Redevelopment Area, it is necessary that Kaplan re-align and make certain other improvements to a portion of a Borough-owned road known as John Street; and

WHEREAS, pursuant to the redevelopment agreement between the Parties governing the redevelopment of the Helme Mill Redevelopment Area, Kaplan is responsible for all costs associated with the improvements to John Street necessary for the redevelopment project; and

WHEREAS, the Borough had previously applied for and received a grant from the New Jersey Department of Transportation (the "NJDOT") in the total amount of one hundred seventy one thousand, four hundred twenty two dollars (\$171,422.00) to fund the construction and construction oversight costs associated with repaving a portion of John Street (the "Grant"); and

WHEREAS, Kaplan and the Borough have discussed combining their respective John Street road improvement projects in order to achieve economies of scale and to reduce the disruption that these two projects, if performed separately, would have upon the residents of the Borough; and

WHEREAS, representatives of the Borough and Kaplan agreed upon the plans and specifications for a combined project that includes the repaving of John Street funded by the Grant and the road improvements to John Street that must be completed by Kaplan as part of its redevelopment of the Helme Mill Redevelopment Area (the "Combined Project") and these plans and specifications were submitted to and approved by the NJDOT; and

WHEREAS, the Borough is willing to advertise and to solicit bids for the Combined Project in accordance with the approved plans and specifications, and to thereafter award a contract for the Combined Project to the lowest responsible bidder in accordance with the procedures set forth within the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., so long as Kaplan agrees to be responsible for the payment of all costs of the Combined Project that exceed the amount of the Grant; and

WHEREAS, the Parties wish to enter into the attached Cost-Sharing Agreement in order to memorialize their respective rights and obligations with regard to the funding of the Combined Project.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Helmetta that the Mayor is hereby authorized to execute the attached Cost-Sharing Agreement between the Borough and Kaplan at Helmetta, LLC regarding the Parties rights and obligations with regard to the funding of certain improvements to John Street.

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to provide a certified copy of this Resolution to each of the following:

- a. Terence Vogt, Borough Engineer
- b. Jason Kaplan, Kaplan at Helmetta, LLC
- c. David A. Clark, Esq., Borough Attorney

MOTION – Clmn. Ascioffa SECOND – Clmn. Perez
ROLL CALL: 5 - 0

COST-SHARING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013 is by and between the Borough of Helmetta (the "Borough"), a municipal corporation with its principal place of business located at 60 Main Street, Helmetta, New Jersey 08828, and Kaplan at Helmetta, LLC ("Kaplan"), a New Jersey limited liability company with offices located at 433 River Road, Highland Park, New Jersey 08904 (collectively, the "Parties").

WITNESSETH

WHEREAS, Kaplan is the contractually-designated redeveloper for a redevelopment area located within the Borough known as the Helme Mill Redevelopment Area; and

WHEREAS, as part of its redevelopment of the Helme Mill Redevelopment Area, it is necessary that Kaplan re-align and make certain other improvements to a portion of a Borough-owned road known as John Street; and

WHEREAS, pursuant to the redevelopment agreement between the Parties governing the redevelopment of the Helme Mill Redevelopment Area, Kaplan is responsible for all costs associated with the improvements to John Street necessary for the redevelopment project; and

WHEREAS, the Borough previously applied for and received a grant from the New Jersey Department of Transportation (the "NJDOT") in the total amount of one hundred seventy one thousand four hundred twenty two dollars (\$171,422.00) to fund the construction and construction oversight costs associated with repaving a portion of John Street (the "Grant"); and

WHEREAS, Kaplan and the Borough have discussed combining their respective John Street road improvement projects in order to achieve economies of scale and to reduce the disruption that these two projects, if performed separately, would have upon the residents of the Borough; and

WHEREAS, representatives of the Borough and Kaplan agreed upon the plans and specifications for a combined project that includes the repaving of John Street funded by the Grant and the road improvements to John Street that must be completed by Kaplan as part of its redevelopment of the Helme Mill Redevelopment Area (the "Combined Project") and these plans and specifications were submitted to and approved by the NJDOT; and

WHEREAS, the Borough is willing to advertise and to solicit bids for the Combined Project in accordance with the approved plans and specifications, and to thereafter award a contract for the Combined Project to the lowest responsible bidder in accordance with the procedures set forth within the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL"), so long as Kaplan agrees to be responsible for the payment of all costs of the Combined Project that exceed the amount of the Grant; and

WHEREAS, the Parties wish to enter into this cost-sharing agreement (the "Agreement") in order to memorialize their respective rights and obligations with regard to the funding of the Combined Project.

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. The Parties acknowledge and agree that the Borough shall only be responsible to fund the costs of the Combined Project up to the amount of the Grant and that Kaplan shall be responsible for all costs of the Combined Project (including both construction costs and construction oversight costs) in excess of the amount of the Grant.

2. The Parties acknowledge and agree that since the Borough must award the contract for the Combined Project through a public bidding process conforming to the requirements of the LPCL, and since the contract (once awarded) may be subject to change orders altering its total cost, it is impossible to predict with certainty the Total Project Cost (which for purposes of this Agreement is defined to mean the total construction cost of the Combined Project, including the amount of the bid and the amount of any authorized change orders, to be paid to the lowest responsible bidder as well as the total construction oversight costs to be paid to the Borough Engineer). For that reason, the Parties agree to fund the Combined Project as follows:

- (a) Once the Borough receives and evaluates the bids submitted for the Combined Project in accordance with the requirements of the LPCL, the Borough shall identify the lowest responsible bidder for the Combined Project and the Borough Engineer shall calculate the difference between the Grant and the Total Project Cost and shall provide written notification thereof to Kaplan.
- (b) Kaplan shall pay the Borough the difference between the Grant and the Total Project Cost as calculated by the Borough Engineer (the "Initial Kaplan Contribution") within seven (7) days of its receipt of written notification of that amount. Kaplan acknowledges that the Borough will not be able to provide a certification of funds for the Combined Project or to execute a contract with the lowest responsible bidder for the construction of the Combined Project without the Initial Kaplan Contribution. Therefore, the failure of Kaplan to timely pay the Borough the Initial Kaplan Contribution shall be cause for the Borough to decline to award a contract for the Combined Project to anyone and to terminate this Agreement.
- (c) The Borough agrees to use the Initial Kaplan Contribution along with the Grant to fund the Total Project Cost of the Combined Project.
- (d) If at any time during the course of the construction of the Combined Project, the contractor submits a change order request which, if approved, would result in an increase to the Total Project Cost, the Borough shall provide the change order request and the Borough Engineer's recommendation as to that change order request to Kaplan. Any change order which results in an increase to the Total Project Cost shall not be approved by the Borough without prior written consent from Kaplan, which consent shall not be unreasonably withheld or delayed. If a change order results in an increase to the Total Project Cost and is approved by Kaplan and by the Borough Engineer, the Borough Engineer shall identify the amount of the increase and shall provide written notification to Kaplan to pay the Borough the amount of the increase (the "Subsequent Kaplan Contribution"). Kaplan shall pay the Borough

the Subsequent Kaplan Contribution within seven (7) days of its receipt of written notification to do so.

- (e) Once the Combined Project is finally accepted by the Borough, if any portion of the Initial Kaplan Contribution or of the Subsequent Kaplan Contribution was not expended by the Borough to pay the Total Project Cost, those unexpended funds (if any) shall be promptly refunded to Kaplan.

3. 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.

4. In the event of a default by any party as to any term or condition of this Agreement, the non-defaulting party shall have the right to pursue all remedies that it may have in law or in equity against the defaulting party, including but not limited to specific performance. The failure of a non-defaulting party to immediately pursue such remedies upon the occurrence of an event of default shall not constitute a waiver of the non-defaulting party's right to take such actions as it deems necessary to pursue remedies based upon such default.

5. 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.

6. This Agreement represents the entire agreement by and between the Parties with respect to the issue of cost-sharing for the Combined Project 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. No waiver by the Parties of any covenant, agreement, term, provision or condition of this agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Parties.

7. This Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

8. Each of the Parties hereto are municipal or business entities and 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.

Witness

KAPLAN AT HELMETTA, LLC

By: _____
Jason Kaplan, Member

Witness

BOROUGH OF HELMETTA

By: _____
Nancy Martin, Mayor

**RESOLUTION
2013 – 60**

**RESOLUTION OF THE BOROUGH OF HELMETTA AUTHORIZING
THE APPOINTMENT OF DENISE JAWIDZIK AS CHIEF FINANCIAL
OFFICER AND QUALIFIED PURCHASING AGENT IN ORDER TO
FILL AN UNEXPIRED TERM**

WHEREAS, pursuant to N.J.S.A. 40A:9-140.10, in every municipality there shall be a chief financial officer appointed by the governing body, and whose term of office shall be four years which shall run from January 1 in the year in which the chief financial officer is appointed; and

WHEREAS, the Borough of Helmetta's (the "Borough") current Chief Financial Officer (the "CFO") and Qualified Purchasing Agent resigned; and

WHEREAS, pursuant to N.J.S.A. 40A:9-140.13, when a vacancy occurs in the office of chief financial officer, the governing body may appoint a chief financial officer for a period not to exceed one year; and

WHEREAS, the Borough desires to appoint Denise Jawidzik, the current Tax Collector for the Borough, as CFO and Qualified Purchasing Agent of the Borough in order to carry out the unexpired term of the prior CFO through December 31, 2013; and

WHEREAS, Ms. Jawidzik holds a municipal finance officer certificate, and also possesses a qualified purchasing agent certificate; and

WHEREAS, the annual salary for Ms. Jawidzik shall be \$20,000.00 per year; and

WHEREAS, the Borough Council believes that Ms. Jawidzik is fully qualified to hold the position of Chief Financial Officer and Qualified Purchasing Agent and that it is in the best interests of the Borough to consent to her appointment.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Helmetta that the Borough Council hereby consents to the appointment of Denise Jawidzik as Chief Financial Officer and Qualified Purchasing Agent of the Borough of Helmetta for the unexpired term through December 31, 2013 and to be paid an annual salary of \$20,000.00.

MOTION – Clmn. Ascioffa SECOND – Clmn. Janeczek

ROLL CALL: 3 - 2

Ayes: Ascioffa, Janeczek, Vidal

Nays: Karczewski, Perez

RESOLUTION

2013 – 61

RESOLUTION OF THE BOROUGH OF HELMETTA AUTHORIZING THE APPOINTMENT OF ANNEMARIE MAUSSER AS FINANCE CLERK

WHEREAS, pursuant to N.J.S.A. 40A:9-140.10, in every municipality there shall be a chief financial officer appointed by the governing body, and whose term of office shall be four years which shall run from January 1 in the year in which the chief financial officer is appointed; and

WHEREAS, the Borough of Helmetta's (the "Borough") current Chief Financial Officer (the "CFO") and Qualified Purchasing Agent resigned; and

WHEREAS, the Borough is appointing Denise Jawidzik as temporary CFO and Qualified Purchasing Agent of the Borough in order to carry out the unexpired term of the prior CFO through December 31, 2013; and

WHEREAS, the Borough requires additional personnel to assist Ms. Jawidzik with the duties of the Borough Finance Department; and

WHEREAS, Annemarie Mausser is the most qualified applicant who has indicated her willingness to assist the Finance Department; and

WHEREAS, the Borough Council desires to appoint Ms. Mausser as finance clerk at the rate of \$12.50 per hour, until such time as she becomes trained to handle the Borough's payroll system when she shall be entitled to a pay raise to be recommended by the Borough CFO and approved by the Borough Council; and

WHEREAS, the Borough Council believes that Ms. Mausser is fully qualified to hold the position of finance clerk and that it is in the best interests of the Borough to consent to her appointment.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Helmetta that the Borough Council hereby consents to the appointment of Annemarie Mausser as finance clerk for the Borough of Helmetta at the rate of \$12.50 per hour.

MOTION – Clmn. Ascioffa SECOND – Clmn. Janeczek
ROLL CALL: 5 - 0

RESOLUTION

2013 – 62

**A RESOLUTION OF THE BOROUGH OF HELMETTA
APPOINTING DARYL ALBERT AS SPECIAL POLICE
OFFICER**

WHEREAS, the Borough of Helmetta (the “Borough”) wishes to appoint Daryl Albert (“Albert”) as a Special Police Officer for the Borough; and

WHEREAS, in order to serve as a Special Police Officer all candidates must successfully complete certain medical, psychological, and criminal background testing; and

WHEREAS, the Police Director is currently in the process of reviewing and completing Albert’s testing requirements; and

WHEREAS, all candidates for Special Police Officer must also complete training and graduation from a certified police training facility; and

WHEREAS, Albert has successfully completed such training requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Helmetta that Daryl Albert is hereby appointed to serve as a Special Police Officer for the Borough, subject to and contingent upon his successful completion of all required medical, psychological and criminal background testing.

MOTION – Clmn. Ascioffa SECOND – Clmn. Perez
ROLL CALL: 5 - 0

RESOLUTION

#2013 – 63

WAIVER OF FIRE SAFETY USE INSPECTION FEE

BE IT RESOLVED, that Joseph Kotora, Fire Marshal, is hereby authorized to waive the annual Fire Safety Use Inspection Fee of \$75.00 for the Helmetta Regional Animal Shelter, 58 Main Street, Helmetta, NJ.

MOTION – Clmn. Ascioffa SECOND – Clmn. Perez
ROLL CALL: 5 - 0

RESOLUTION
#2013 – 64

PAYMENT OF BILLS

BE IT RESOLVED, that the CFO is hereby authorized to pay all bills and sign forms due to the State of New Jersey and the County of Middlesex to avoid delinquent fines and all employees salaries.

MOTION – Clmn. Ascioffa SECOND – Clmn. Perez
ROLL CALL: 5 - 0