

RESOLUTION NO. 18-168
MEETING DATE: 09-05-18

RESOLUTION AUTHORIZING THE HOLDING OF AN EXECUTIVE SESSION, AT WHICH THE PUBLIC SHALL BE EXCLUDED

C/Grbelja offered the following Resolution and moved its adoption, which was second by **M/Dorfman**.

WHEREAS, N.J.S.A. 10:4-13 of the Open Public Meetings Act permits the exclusion of the public from meetings of public bodies in certain circumstances which are set forth in N.J.S.A. 10:4-12(b); and

WHEREAS, the Township Committee of the Township of Millstone is of the opinion that such circumstances presently exist.

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

1. The public shall be excluded for the discussion of any action upon the here in after specified subject matter.
2. The general nature of the subject matter to be discussed is as follows:
 1. COAH
 2. Contracts
 2. Items falling under the Attorney/Client Privilege
 3. Personnel

It is anticipated at this time that the above stated subject matter will be made public in approximately six months or at such time as any litigation discussed is resolved.

3. This Resolution shall take effect immediately.

ROLL CALL:

AYES: C/Grbelja, C/Kuczinski, C/Masci, M/Dorfman
NAYS: None
ABSTAIN: None
ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone on September 5, 2018.

Maria Dellasala, RMC
Municipal Clerk

RESOLUTION NO 18-169

SCHEDULE 18-09 S

CONSOLIDATED BILL LIST

TOWNSHIP OF MILLSTONE VOUCHERS FOR PAYMENT PRESENTED TO
THE TOWNSHIP COMMITTEE AT A MEETING
HELD ON September 5, 2018

SEE SCHEDULE 18-09 ATTACHED

A resolution was passed by the Township Committee for the payment of the vouchers listed on Schedule 18-09 attached.

Gary Dorfman, Mayor

Nancy Grbelja, Deputy Mayor

_____ **XX** _____
Committeeman

Michael Kuczinski, Committeeman

Fiore Masci, Committeeman

Attest: _____
Maria Dellasala
Municipal Clerk

TOWNSHIP OF MILLSTONE
RESOLUTION NO. 18-169
September 5, 2018

BE IT RESOLVED by the Township Committee of the Township of Millstone that the vouchers listed on Schedule 18-09, September 5, 2018, Consolidated Bill List, and the vouchers listed below as Schedule 18-09 S, Supplement to Consolidated Bill List, as presented by the Township Treasurer, Amanda Salerno, to be paid from existing appropriations.

CURRENT FUND

TOTAL CURRENT FUND: \$ 188,649.44

SCHEDULE 18-09 S

PAYROLL FUND

TOTAL PAYROLL TRUST FUND \$ 4,956.83

GENERAL CAPITAL FUND

TOTAL GENERAL CAPITAL FUND \$ 11,960.10

GRANT FUND

TOTAL GRANT FUND \$ 4,796.39

RESERVE TRUST FUND

TOTAL RESERVE TRUST FUND \$ 385.00

BASIN MAINTENANCE TRUST

TOTAL BASIN MAINTENANCE TRUST \$ 1,719.12

SHADE TREE TRUST

TOTAL SHADE TREE TRUST \$ 0.00

COAH TRUST FUND

TOTAL COAH TRUST FUND \$ 0.00

OPEN SPACE FARMLAND TRUST FUND

TOTAL OPEN SPACE FARMLAND TRUST FUND \$ 8,988.15

MUNICIPAL DRUG ALLIANCE FUND

TOTAL MUNICIPAL DRUG ALLIANCE FUND \$ 0.00

VETERAN'S MEMORIAL TRUST FUND

TOTAL VET MEMORIAL TRUST FUND \$ 0.00

RECREATION TRUST FUND (DEDICATION BY RIDER)

TOTAL RECREATION TRUST FUND \$ 20,438.65

ANIMAL CONTROL TRUST FUND

TOTAL DOG TRUST FUND \$ 420.30

TOTAL FOR ALL FUNDS \$ 242,313.98

ESCROW

DEVELOPERS ESCROW ACCOUNT UNDER \$5,000

TOTAL DEVELOPERS ESCROW UNDER \$5,000 \$ 6,469.50

DEVELOPERS ESCROW ACCOUNT OVER \$5,000

TOTAL DEVELOPERS ESCROW OVER \$5,000 \$ 15,385.00

TOTAL FOR ESCROW \$ 21,854.50

RESOLUTION WAS OFFERED BY COMMITTEEPERSON C/MASCI
AND MOVED ITS ADOPTION;
MOTION WAS SECOND BY COMMITTEEPERSON C/KUCZINSKI
RESOLUTION WAS ADOPTED ON THE FOLLOWING ROLL CALL VOTES:

ROLL CALL:

AYES: C/KUCZINSKI, C/MASCI, C/GRBELJA, M/DORFMAN
NAYS: NONE
ABSTAIN: NONE
ABSENT: NONE

**MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the "COUNTY")
AND MILLSTONE TOWNSHIP (the "LOCAL GOVERNMENT
ENTITY")**

The County and the Local Government Entity enter into this agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act (*N.J.S.A. 40A:65-1 et seq.*).

IT IS AGREED:

1. **Services Offered.** The County will offer the municipal assistance/shared services listed on Exhibit "A" to the Local Government Entity.
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit "A" from time to time, upon written notice to the Local Government Entity.
3. **Request for Service.** The Local Government Entity will initiate a request for service by submitting a Request Form to the County.
4. **Cost of Services.** For those items on Exhibit "A" for which a fixed cost is not set, the estimated cost to the Local Government Entity will be determined by the County in advance and shall be subject to the approval of the Local Government Entity prior to the services being rendered.
5. **Payment of Reasonable Cost.** In the event that the Local Government Entity requests a service and prior approval of the cost has not been obtained, whether because of an emergency or some other reason, and the County provides the requested service, the Local Government Entity agrees to pay the County the reasonable cost of the service, with the understanding that the County will receive reimbursement for the County's costs in providing the service, including the cost of goods, expendables, labor and administrative costs.
6. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to utilize any services offered by the County.
7. **No Obligation by County.** The County is under no obligation to provide a service requested by the Local Government Entity if the County is not in a position to honor the request.
8. **Workmanlike Services.** The County will render services to the Local Government Entity in a workmanlike manner.

9. **Care Required.** The County will exercise ordinary care in rendering services to the Local Government-Entity. -
10. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the services available.
11. **Effective Dates.** This agreement shall be in effect for a ten (10) year period from October 1, 2018 until September 30, 2028.
12. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
13. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the services available to the Local Government Entity, the cost thereof and commitment to provide requested services.
14. **Local Government Entity's Representative.** The Local Government Entity's [indicate one or more authorized representative] Maria Dellasala, Administrator/Municipal Clerk or her respective designee, will act on behalf of the Local Government Entity with regard to a request for services from the County and approval of cost estimates provided by the County.
15. **Payment of Invoices.** The Local Government Entity will pay the County for services rendered under this agreement within thirty (30) days of the County's invoice for those services. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.
16. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
17. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.

- 18. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.
- 19. **Choice of Law.** This agreement shall be *governed* by and interpreted in accordance with the laws of the State-of New Jersey.
- 20. **Filing of Agreement.** Monmouth's Clerk of the Board shall file a fully executed copy of this agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with *N.J.S.A. 40A:65-4(b)*.
- 21. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- 22. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

County of Monmouth
 Address: 1 East Main Street, Freehold NJ 07728
 Attn: Elizabeth Perez, Shared Services Coordinator
 Email: Elizabeth.perez@co.monmouth.nj.us
 Fax:

To the Local Government Entity:

Or to such other address or individual as any party may from time to time notify the other.

In Witness Whereof, the parties have executed this agreement.

ATTEST:

COUNTY OF MONMOUTH

Name MARION MASNICK
Title Clerk of the Board

By: _____
Name THOMAS A. ARNONE
Title: Freeholder Director

LOCAL GOVERNMENT ENTITY

WITNESS OR ATTEST:

Millstone Township
Entity Name

Name: Maria Dellasala
Title: Municipal Clerk

By: _____
Name: Gary Dorfman
Title: Mayor

EXHIBIT "A"

COUNTY OF MONMOUTH

MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT

Services available:

The municipal assistance/shared services available from the County include, but are not limited to, the following:

- Catch basin cleaning
- Culvert repairs
- Diesel inspections
- Equipment use (with equipment operator)
- Guiderail installation
- Mowing
- Plowing
- Salting and sanding
- Street sign installation
- Street sweeping
- Towing
- Traffic signal installation
- Vehicle painting
- Vehicle repairs
- Vehicle washing

Pricing:

It is the intent that the County will recoup its actual costs in providing the services, but no profit. Therefore, the cost of the services shall be the actual cost to the County for the requested (a) equipment, (b) materials and (c) labor, as quoted by the County, plus a modest administrative fee.

Procedure:

If the Local Government Entity is interested in procuring services through the Municipal Assistance/Shared Services Agreement, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue either a fixed or an estimated price quotation. The Local Government Entity will then decide, at its option, whether or not to accept the services offered by the County.

RESOLUTION NO.: 18-170
MEETING DATE: 09-05-18

**RESOLUTION AUTHORIZING THE EXECUTION OF A
MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT
WITH THE COUNTY OF MONMOUTH**

C/Masci offered the following Resolution and moved its adoption, which was second by C/Kuczinski.

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as this Municipality to enter into shared service agreements with other local units; and

WHEREAS, the County of Monmouth, a local unit, has offered to provide municipal assistance/shared services to Millstone Township; and

WHEREAS, it is in the best interest of this Municipality to enter into the proposed Municipal Assistance/Shared Services Agreement with the County of Monmouth in effect for a ten (10) year period from October 1, 2018 until September 30, 2028.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Millstone that the Mayor and Municipal Clerk be and they are hereby authorized to execute the attached Municipal Assistance/Shared Services Agreement with the County of Monmouth.

BE IT FURTHER RESOLVED that the Municipal Clerk forward a certified copy of this resolution, along with the executed Municipal Assistance/Shared Services Agreement to Elizabeth Perez, Shared Services Coordinator, County of Monmouth, Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728.

ROLL CALL:

AYES: C/Kuczinski, C/Masci, C/Grbelja, M/Dorfman

NAYS: None

ABSTAIN: None

ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of September 5, 2018.

Maria Dellasala, RMC
Municipal Clerk

RESOLUTION NO.: 18-171
MEETING DATE: 09-05-18

**RESOLUTION APPOINTING FULL-TIME
CODE ENFORCEMENT/RECYCLING ASSISTANT**

C/Masci offered the following resolution and moved its adoption, which was second by **C/Kuczinski**.

WHEREAS, Millstone Township's Code Enforcement/Recycling Department currently has a part-time Code Enforcement/Recycling Assistant and is the need for the position to be full-time; and

WHEREAS, the Township Committee, the Administrator and the Code Enforcement Officer have agreed that Nick Procaccini, the current Code Enforcement/Recycling Assistant meets the needs for this full time position; and

WHEREAS, effective August 6, 2018 Nick Procaccini hours will increase from 21 hours a week to 32 hours a week and this will entitle him to Health Benefits, the hourly rate will stay at his current rate.

BE IT FURTHER RESOLVED that a copy of this resolution, certified by the Township Clerk to be a true copy be forwarded to Nick Procaccini, Dan Specht, Code Enforcement Officer and Annette Murphy, Chief Financial Officer.

ROLL CALL:

AYES: C/Kuczinski, C/Masci, C/Grbelja, M/Dorfman

NAYS: None

ABSTAIN: None

ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the resolution adopted by the Millstone Township Committee at its meeting of September 5, 2018.

Maria Dellasala, RMC
Municipal Clerk

**RESOLUTION NO. 18-172
MEETING DATE: 09-05-18**

**RESOLUTION ESTABLISHING LIEN AGAINST BLOCK 55.01, LOT 4,
4 BRUERE DRIVE, MILLSTONE TWP., NJ 08510**

C/Masci offered the following Resolution and moved its adoption which was second by **C/Kuczinski**.

WHEREAS, the grass at 4 Bruere Drive, Millstone Twp., NJ 08510, Block 55.01, Lot 4, was well exceeding the height permitted by the Township's Property Maintenance Code, in addition to creating a nuisance for the neighbors; and

WHEREAS, the Code Enforcement Officer was unable to get any responsible party to cut the grass after numerous efforts; and

WHEREAS, the Township Administrator determined that it was necessary to have the grass cut by the Department of Public Works; and

WHEREAS, the Township Administrator, or her designee, has certified to the Township Committee that the cost of such activity was \$496.25 (a copy of the Certificate is attached hereto).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Millstone that it finds, upon its review of the attached Certificate, that the cost imposed is reasonable and certifies to the Tax Collector that a lien in the amount of \$496.25 be placed against the property so that the Township can be reimbursed its expense.

BE IT FURTHER RESOLVED that a copy of this Resolution, certified by the Township Clerk to be a true copy be forwarded to each of the following:

1. Township Administrator.
2. Township Tax Collector.
3. Property Owner as shown on the Tax Collector's Records.

ROLL CALL:

AYES: C/Kuczinski, C/Masci, C/Grbelja, M/Dorfman

NAYS: None

ABSTAIN: None

ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of September 5, 2018.

Maria Dellasala, RMC
Municipal Clerk

RESOLUTION NO.: 18-173
MEETING DATE: 09-05-18

**RESOLUTION AUTHORIZING THE EXECUTION OF A COMMODITY
RESALE AGREEMENT WITH THE COUNTY OF MONMOUTH**

C/Masci offered the following Resolution and moved its adoption, which was second by **C/Kuczinski**:

WHEREAS, *N.J.A.C. 5:34-7.15* authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

WHEREAS, the County of Monmouth has authorized the renewal of the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS), for the period of October 1, 2018 through September 30, 2023; and

WHEREAS, it would be in the best interest of this Municipality to become or remain a member of the Monmouth County Commodity Resale System for that period.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Millstone that the Mayor and Municipal Clerk be and they are hereby authorized to execute the attached Commodity Resale Agreement with the County of Monmouth.

BE IT FURTHER RESOLVED that the Municipal Clerk forward a certified copy of this resolution, along with the executed Commodity Resale Agreement to Elizabeth Perez, Shared Services Coordinator, Office of Shared Services, County of Monmouth, Hall of Records Annex, First Floor, 1 East Main Street, Freehold, New Jersey 07728.

ROLL CALL:

AYES: **C/Kuczinski, C/Masci, C/Grbelja, M/Dorfman**

NAYS: **None**

ABSTAIN: **None**

ABSENT: **None**

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of September 5, 2018.

Maria Dellasala, RMC
Municipal Clerk

**COMMODITY RESALE AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the "COUNTY")
AND**

MILLSTONE TOWNSHIP (the "LOCAL GOVERNMENT ENTITY")

The County and the Local Government Entity enter into this agreement pursuant to the Rules governing cooperative purchasing, namely *N.J.A.C. 5:34-7.15 et seq.*

IT IS AGREED:

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit A to the Local Government Entity through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 - MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit A from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Local Government Entity.
3. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Local Government Entity if the County is not in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the commodities to be provided under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the commodities available.
6. **Effective Dates.** This agreement shall be in effect for a *five* (5) year period from October 1, 2018 through September 30, 2023.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Local Government Entity.
9. **Local Government Entity's Representative.** The Local Government Entity's [Maria Dellasala, Administrator/Municipal Clerk] or her

respective designee, will act on behalf of the Local Government Entity with regard to a request for commodities from the County.

10. **Payment of Invoices.** The Local Government Entity will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with paragraph 11 below.
11. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.
14. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
15. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Elizabeth Perez, Shared Services
Coordinator Email:
Elizabeth.perez@co.monmouth.nj.us
Fax:

To the Local Government Entity:

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this agreement.

ATTEST:

COUNTY OF MONMOUTH

Name MARION MASNICK
Title Clerk of the Board

By:

Name: THOMAS A. ARNONE
Title: FREEHOLDER DIRECTOR

LOCAL GOVERNMENT ENTITY

WITNESS OR ATTEST:

Millstone Township

Name: Maria Dellasala
Title: Administrator/Municipal Clerk

By: _____
Name: Gary Dorfman
Title: Mayor

EXHIBIT A

MONMOUTH COUNTY COMMODITY RESALE SYSTEM

Commodities available:

- Gasoline
- Diesel fuel
- Snow removal chemicals
- Public works materials and supplies, including road and roadway construction materials
- Such other materials as may be approved by the Director of the Division of Local Government Services

Pricing:

It is the intent that the County will recoup its actual costs, but no profit. Therefore, the cost of the commodities shall be the actual cost paid by the County for the commodities plus a modest administrative fee, as quoted by the County.

Procedure:

If the Local Government Entity is interested in purchasing a commodity through the County's Commodity Resale System, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue a price quotation. The Local Government Entity will then decide, at its option, whether or not to complete the requested purchase, at the price(s) quoted by the County.

RESOLUTION NO.: 18-174
MEETING DATE: 09-05-18

**RESOLUTION APPOINTING A SUCCESSOR TO FILL THE VACANCY OF AN
INCUMBENT PURSUANT TO N.J.S.A. 40A:16-11**

C/Grbelja offered the following Resolution and moved its adoption, which was second by **C/Masci**:

WHEREAS, the Township Committee has received the resignation of Township Committeeman Robert J. Kinsey effective September 1, 2018; and

WHEREAS, N.J.S.A. 40A:16-11 set forth the procedure to fill vacancy where an incumbent was nominee of a political party; and

WHEREAS, pursuant to N.J.S.A. 40A:16-11 the Township Committee has received and considered the names of three nominees for the selection of a successor to fill the vacancy.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millstone that Albert Ferro be and is hereby appointed as the successor to fill the vacancy until the results of the next general election are certified pursuant to N.J.S.A.40A:16-5(b).

BE IT FURTHER RESOLVED that a copy of this Resolution, certified by the Township Clerk to be a true copy be forwarded to Monmouth County Clerk and the appointee.

ROLL CALL:

AYES: C/Grbelja, C/Kuczinski, C/Masci, M/Dorfman

NAYS: None

ABSTAIN: None

ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone at its regular meeting held on September 5, 2018.

Maria Dellasala, RMC
Municipal Clerk