



MEETING OF MAYOR AND COUNCIL
NOVEMBER 27, 2024 – MINUTES
7:00PM

* MEETING CALLED TO ORDER - SALUTE TO THE FLAG - MOMENT OF SILENCE
Mayor Slavicek called the meeting to order at 7:00pm. All in attendance stood for a moment of silence for our armed forces serving to protect us.

* CALLING OF THE ROLL

Mayor Slavicek

Councilman Karczewski

Councilwoman Bohinski

Councilman Duffy

Councilman Dzingleski

Councilman Reid

Councilman Stasi

Also in attendance was Borough Attorney Joseph Youssouf.

* OPEN PUBLIC MEETINGS ACT STATEMENT

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

* PUBLIC PORTION

During the Public Portion of any Council Meeting members of the Public may only speak on topics of concern to the residents of the Borough. Everyone will be given five minutes to speak as per the Rules to Govern adopted January 3, 2024. During the Public Portion of any meeting, the members of the Public as well as the Governing Body shall be courteous and respectful to one another. No comments and/or behavior that are considered disrespectful, ill-willed or with the intent to harass will be tolerated. If such behavior occurs, then that

individual member of the Public will be asked to sit down and his or her turn to speak will be over, even if the five minutes is not.

John Nartowicz, 2 Holly Manor Court inquired about the trailer with the excavator parked next door, he stated it is very hard to see when turning into the Borough parking lot. He stated the excavator blocks the view. He asked if the first parking spot could be eliminated. Mayor Slavicek stated that we plan to pave the parking lot next year and will be going out to rebid it soon. There will be some modifications made to the parking lot when that is done. Borough Attorney Youssouf stated that there is the force of law versus being a good neighbor. Mayor Slavicek stated that he will reach out to them to see if they could move the trailer up. Mr. Nartowicz asked about the High Street railroad crossing regarding the reoccurring issues with the potholes. Mayor Slavicek stated that the DPW Director has been in touch with Conrail and the County, and he will have him reach out to them. Mr. Nartowicz asked about the parking plan for High Street and inquired if it will be no parking on one side. Councilman Reid stated that at the pre-construction meeting it was stated that one side would be with the curb painted yellow. Mr. Nartowicz inquired about the house on Park Avenue that has many cars on the property, the Clerk informed him that code enforcement action has been taken on it.

* ACCEPTANCE OF MINUTES – October 16, 2024

MOTION – Councilman Dzingleski SECONDED – Councilman Reid

ROLL CALL: 6-0

* CONSENT AGENDA

Report of Municipal Clerk and Tax Collector for October 2024

RESOLUTIONS:

- 2024 – 134: Paint Program Agreement with Middlesex County
- 135: CFC/HCFC Subsidy Agreement with Middlesex County
- 136: Appointment of Municipal Housing Liaison
- 137: Certification of the Annual Audit
- 138: Refund of Cleaning Fee for Community Center Usage
- 139: Interlocal Health Service Agreement
- 140: Refund of Rental and Cleaning Fee for Community Center Booking
- 141: Authorization for Budget Transfers for the Year 2024 No. 1
- 142: Authorization for the Purchase of 2024 Ford F550
- 143: Reimbursement of Duplicate Tax Payment
- 144: Resolution Requesting Approval of Items of Revenue and Appropriation
- 145: Authorization to Rescind Petty Cash Animal Shelter Fund
- 146: Authorization to Rescind Petty Cash Water Utility Fund
- 147: Bill List

Councilman Reid asked for Resolution 2024-141 and 2024-142 to be pulled from the Consent Agenda.

MOTION – Councilman Dzingleski SECONDED – Councilman Stasi

ROLL CALL: 6-0

2024-141: Authorization for Budget Transfers for the Year 2024 No. 1

MOTION – Councilman Dzingleski SECONDED – Councilman Karczewski

ABSTAIN – Councilman Reid

ROLL CALL: 5-1-0

2024-142: Authorization for the Purchase of 2024 Ford F550

MOTION – Councilman Karczewski SECONDED – Councilwoman Bohinski

ROLL CALL: 5-1

* REPORTS of Committees, Borough Attorney, Business Administrator

Mayor Slavicek wished everyone a Happy Thanksgiving and stated that he is thankful for the Borough's dedicated team members. He stated that Paul Reed and Melissa Hallerman went to the League of Municipalities to take classes for their credentials. There are many upcoming holiday events upcoming in the town. We have the tree lighting, children's holiday party, senior dinner, the Fire Department's Santa and Sirens, and the menorah lighting. Our annual ornament was a huge success this year. Next Wednesday is the Borough employee holiday dinner.

Council President Karczewski wish everyone a Happy Thanksgiving.

Councilman Dzingleski wished all a Happy Thanksgiving.

Councilman Reid wished everyone a Happy Thanksgiving.

Councilman Duffy wished all a Happy Thanksgiving.

Councilwoman Bohinski stated that April 6-12 is New Jersey's Local Government Week and she asked for a packet of information so we can be featured in the magazine.

Councilman Stasi wished everyone a Happy Thanksgiving.

Municipal Clerk Melissa Hallerman read a statement from Business Administrator Matthew Crane that included the trees being addressed on High Street, performance evaluations started with employees, and his preparation for the 2025 Budget. She stated that she will be attending the Middlesex County Clerk's Meeting in December where new licensing regulations will be the topic. She also attended the League of Municipalities, that included the Fall Registrar's Conference and took classes on Ethnics and Finance completing all of her required credits a year early.

* CLOSED SESSION – Resolution pertaining to Matters: Attorney Client Privilege.

MOTION – Councilman Karczewski SECONDED – Councilman Stasi

ROLL CALL: 6-0

* OPEN SESSION

MOTION – Councilman Karczewski
ROLL CALL: 6-0

SECONDED – Councilman Stasi

* ADJOURNMENT

There being no further business, a MOTION to adjourn the meeting was made by Councilman Karczewski and SECONDED by Councilman Duffy at 7:38pm. All were in favor.

A handwritten signature in black ink, appearing to read "M. Hall", written over a horizontal line.

Melissa Hallerman, RMC
Municipal Clerk

**RESOLUTION
2024-134**

**AUTHORIZATION TO SIGN AGREEMENT WITH MIDDLESEX COUNTY
FOR PAINT PROGRAM**

WHEREAS, The County of Middlesex has undertaken a paint drop off program for the residents of the county; and

WHEREAS, the program will be implemented by the County Division of Environmental Health/Solid Waste Management (DSWM) at certain municipal sites in the County; and

WHEREAS, in order to implement the program, the County will award a contract to an approved paint hauler to provide packing containers in which to load, remove, and recycle/dispose of paint and paint related products; and

WHEREAS, the County and Municipality are authorized to enter into this Agreement pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*; and

WHEREAS, the County and Municipality have agreed to locate a storage container at: Public Works, 51 Main Street; and

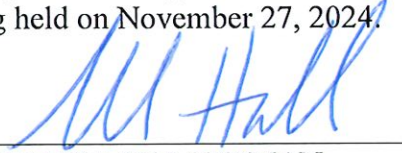
WHEREAS, the placing of the storage and packing containers at the location shall greatly foster the implementation of the program;

NOW THEREFORE, BE IT RESOLVED in consideration of mutual covenants and conditions between parties, the sufficiency of which is hereby acknowledged, the County and Municipality agree to the terms of the Agreement.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN
Municipal Clerk

Paint Program Agreement

Agreement made of this 27th day of November, _____, by and between the **County of Middlesex**, a municipal corporation of the State of New Jersey having an address of Middlesex County Administration Building, John F. Kennedy Square, New Brunswick, New Jersey, 08901, hereinafter referred to as the "**County**", and the **Borough of Helmetta** a corporation of the State of New Jersey, having an address of **51 Main St. Helmetta, New Jersey 08828**, hereinafter referred to as the "**Municipality**."

WITNESSETH:

WHEREAS, the County, has undertaken a paint drop off program (the "Program") for the residents of the County; and

WHEREAS, the Program will be implemented by the County Division of Environmental Health/Solid Waste Management (DSWM) at certain municipal sites in the County; and

WHEREAS, in order to implement the Program, the County will award a contract (the "Contract") to an approved paint hauler (the "Vendor") to provide Packing Containers in which to load, remove and recycle/dispose of paint and paint related products; and

WHEREAS, the County and Municipality are authorized to enter into this Agreement pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*; and

WHEREAS, the County and Municipality have agreed to locate a Storage Container at: Public Works, **51 Main Street** (the "Location"); and

WHEREAS, the placing of the Storage and Packing Containers at the Location shall greatly foster the implementation of the Program;

NOW, THEREFORE, in consideration of mutual covenants and conditions between the parties, the sufficiency of which is hereby acknowledged, the County and Municipality hereby agree as follows:

1. The Middlesex County DSWM has provided the Municipality with a Storage Container capable of holding up to approximately between ten (10) and twenty (20) Packing Containers. The Packing Containers and Storage Container shall be utilized by the Municipality solely for the collection of paint and paint related products as defined herein.

2. The Municipality shall ensure that only paint and paint related products as per the Contract are placed in the Containers. For the purposes of this Agreement, paint and paint related

products are defined as water based (latex) paints, oil-based paints, stains, varnishes, lacquers, thinners, spray paint aerosols, water/driveway sealers and joint compound in receptacles no larger than five (5) gallons, (collectively the "Paint"). In the event items other than "Paint" are placed in the Containers, the Municipality shall be responsible for removing the items from the Containers and disposing of the items, if appropriate, through the County Household Hazardous Waste Program. The Municipality shall also be responsible for disposal of any non-Paint items removed from the Containers by the Vendor.

3. The Municipality shall permit Paints and Paint Related Products generated by County residents to be deposited into the Containers. Any County resident must be permitted to drop off Paints during the following times: **Third** Saturday of each month between the hours of 8:00 a.m. and 12:00 noon (4 hours). The Municipality may extend its hours or have additional hours for its municipal residents to drop off Paints.

4. The Municipality shall notify the County when the Packing Containers are full. The County shall arrange for collection and transportation of the full Containers by the Vendor. The County shall be responsible for all costs of the Vendor, except for the costs of disposal of any non-Paint items.

5. The Municipality shall at its cost and expense, be responsible for the repair/replacement of any Packing Containers or the Storage Container that may be damaged while in the custody of the Municipality; except when such damage is caused by the Vendor. The Municipality shall be responsible for ensuring the safety of the Packing and Storage Containers.

6. The Municipality shall keep the Location free of any health or environmental violations and shall at all times comply with applicable laws, rules and regulations. The Municipality shall be responsible for abatement of any violations at the Location. The Municipality shall also be responsible for ensuring that the Location has all permits required for the Program.

7. The County has provided training for the employees of the Municipality to instruct them on how to determine acceptable Paint and related safety issues.

8. The County will provide reimbursement to the Municipality in the amount of not less than \$60.00 (sixty dollars) per hour, not to exceed \$240.00 (two hundred forty dollars) per Saturday on the designated Saturday (as listed in item 3) to offset the Municipality's staffing costs.

9. The Municipality shall allow only County residents to drop off Paints. Other municipal public works departments, other departments, businesses or any other persons or entities shall be prohibited from bringing their materials to the Location unless preauthorized by the DSWM.

10. The Municipality shall, on an annual basis, provide to the Middlesex County DSWM an invoice. The DSWM will review this documentation and arrange for the appropriate amount of reimbursement pursuant to condition number 8 above. All documentation must be submitted on or before March 15th of the following year. A delay in the timely submission of the invoice will result in a delay in reimbursement.

11. The County will be responsible for advertising the Program. If the Municipality chooses to also publicize the Program, all advertising materials require pre-approval by the County to ensure that the materials collected are consistent with the Program.

12. The Municipality shall hold harmless and save, protect and indemnify, the County, and its respective officials, members, agents and employees from any damages, suits, or claims for damages to persons or property which arise out of the actions or failure to act of the Municipality and/or its employees or agents in carrying out the provisions of this Agreement. The Municipality shall be responsible for fully insuring the Location.

13. This Agreement shall be for a five-year (60 month) period or the duration of the Contract between the County and the Vendor commencing on January 1, 2025 or for such shorter period as may be dictated by the exhaustion of available funds. Any party may terminate this Agreement by providing a thirty (30) day written notice to the other parties hereto.

14. Merger Clause. This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previously and contemporaneous agreements, understandings, representations and warranties between the parties.

15. Modifications. The terms and conditions in this Agreement, including any schedules herein or attached hereto, may be modified at any time by mutual agreement of the parties in writing duly signed by their authorized representatives.

16. Notices. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, overnight mail, and addressed to the party as set forth below or to such other address as said party may have specified by notice given in writing to the other party:

To the County:

County of Middlesex
DSWM
444 Hoes Lane
Building 6, Suite 120
Piscataway, NJ 08854

To the Municipality:

Borough of Helmetta
Helmetta Municipal Bldg.
51 Main St.
Helmetta, NJ 08828

17. Governing Law. This agreement and any questions concerning its validity, construction and performance shall be governed by the laws of the State of New Jersey. The Parties further agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the State of New Jersey with venue in the Middlesex County vicinage or in the federal courts located in New Jersey, as appropriate.

18. Severability. In the event that any provision of this Agreement, for any reason, shall be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein and any other provisions of this Agreement, as so amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers and have their proper seals affixed, the day and year first above written.

ATTEST:


COUNTY OF MIDDLESEX

Amy Petrocelli, Clerk

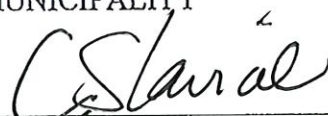
Ronald G. Rios, Commissioner Director

ATTEST:

MUNICIPALITY



Sandra Bohinski, Clerk



Major Christopher Slavicek,

Melissa Hallermen, Clerk

Mayor

**RESOLUTION
2024-135**

**AUTHORIZATION TO SIGN AGREEMENT WITH MIDDLESEX COUNTY
FOR CFC/HCFC SUBSIDY**

WHEREAS, The County of Middlesex is proactive in addressing environmental issues such as depletion of the ozone layer; and

WHEREAS, chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs) are some of the manmade chemicals that are known to cause ozone depletion; and

WHEREAS, effective November 17, 2007 recycling of white goods including those that contain CFCs/HCFCs is mandatory in Middlesex County; and

WHEREAS, The County is seeking to provide a financial incentive that will assist municipalities in properly capturing CFCs/HCFCs from residentially discarded appliances that they collect curbside or at their drop-off centers; and

WHEREAS, the County and Municipality are authorized to enter into this Agreement pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*; and

NOW THEREFORE, BE IT RESOLVED in consideration of mutual covenants and conditions between parties, the sufficiency of which is hereby acknowledged, the County and Municipality agree to the terms of the Agreement.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN
Municipal Clerk

CFC/HCFC Subsidy Agreement

Agreement made of this 27th day of November, 2024, by and between the **County of Middlesex**, a municipal corporation of the State of New Jersey having an address of Middlesex County Administration Building, John F. Kennedy Square, New Brunswick, New Jersey, 08901, hereinafter referred to as the “**County**” and the **Borough**, a corporation of the State of New Jersey, having an address of **Helmetta Municipal Bldg., 51 Main St., Helmetta, New Jersey 08828**, hereinafter referred to as the “**Municipality.**”

WITNESSETH:

WHEREAS, Middlesex County is proactive in addressing environmental issues such as the depletion of the ozone layer; and

WHEREAS, chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs) are some of the manmade chemicals that are known to cause ozone depletion; and

WHEREAS, effective November 17, 2007 recycling of white goods including those that contain CFCs/HCFCs is mandatory in Middlesex County; and

WHEREAS, the County is seeking to provide a financial incentive that will assist municipalities in properly capturing CFCs/HCFCs from residentially discarded appliances that they collect curbside or at their drop-off centers; and

WHEREAS, the County and Municipality are authorized to enter into this Agreement pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*;

NOW, THEREFORE, in consideration of mutual covenants and conditions between the parties, the sufficiency of which is hereby acknowledged, the County and Municipality hereby agree as follows:

1. The County shall provide a subsidy of up to 100% of the cost of each properly documented CFC/HCFC recovery from a residential appliance assuming the below conditions are met. There is no limit on the number of properly performed/documented CFC/HCFC recoveries that will be covered during the term of this agreement for the municipality. Annual funding percentages will be established upon determination of the amount of available funding; funding notices will be mailed to the municipality in January of each year.

2. The Municipality shall select a vendor(s) who employs a person(s) who is trained to recover CFCs/HCFs. The Municipality will be provided with a list of "preapproved" vendors and may select from that list or choose another authorized party. Vendors not on the County list must be approved by the County before any subsidy is paid. Preapproved vendors will be selected by the County based upon their compliance with Section 608 of the Federal Clean Air Act – Refrigerant Recycling Rule (40 C.F.R. § 82.150 et seq.). The County will examine whether the vendor's employees are properly trained and if applicable, certified to perform CFC/HCF recovery, and that documentation supporting that the CFCs/ HCFs recovered by the vendor are sent to a USEPA certified reclaimer. In addition, the County reserves the right to visit the vendor's facility(ies) to verify their CFC/HCF recovery process including but not limited to, the equipment the vendor utilizes to recover the CFCs/ HCFs.

3. The Municipality shall follow the regulations set forth in N.J.A.C. 7:26A-5.1, and not utilize any improper handling or trucking methods/procedures that could cause the discarded appliance to discharge CFCs/HCFs into the open air.

4. The Municipality shall provide to the Middlesex County Division of Environmental/Solid Waste Management (DSWM) on a semiannual basis, an invoice with proper supporting documentation indicating the vendor, number of appliances from which CFCs/HCFs were recovered, and CFC/HCF recovery cost per unit. The DSWM will then review this documentation and arrange for the appropriate amount of reimbursement.

5. The Municipality shall hold harmless and save, protect and indemnify, the County, and its respective officials, members, agents and employees from any damages, suits, or claims for damages to persons or property which arise out of the actions or failure to act of the Municipality and/or its employees or agents in carrying out the provisions of this Agreement.

6. This Agreement shall be for a five-year (60 month) period commencing on January 1, 2025 or for such shorter period as may be dictated by the exhaustion of available funds. Any party may terminate this Agreement by providing a thirty (30) day written notice to the other parties hereto.

7. Merger Clause. This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previously and contemporaneous agreements, understandings, representations and warranties between the parties.

8. Modifications. The terms and conditions in this Agreement, including any schedules herein or attached hereto, may be modified at any time by mutual agreement of the parties in writing duly signed by their authorized representatives.

9. Notices. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, overnight mail, and addressed to the party as set forth below or to such other address as said party may have specified by notice given in writing to the other party:

To the County:

County of Middlesex
DSWM
444 Hoes Lane
Building 6, Suite 120
Piscataway, NJ 08854

To the Municipality:

Borough of Helmetta
Helmetta Municipal Bldg.
51 Main St.
Helmetta, New Jersey 08828

10. Governing Law. This agreement and any questions concerning its validity, construction and performance shall be governed by the laws of the State of New Jersey. The Parties further agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the State of New Jersey with venue in the Middlesex County vicinage or in the federal courts located in New Jersey, as appropriate.

11. Severability. In the event that any provision of this Agreement, for any reason, shall be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein and any other provisions of this Agreement, as so amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers and have their proper seals affixed, the day and year first above written.

ATTEST:

COUNTY OF MIDDLESEX

Amy Petrocelli, Clerk

Ronald G. Rios, Commissioner Director

ATTEST:

MUNICIPALITY

M Hall

Slavicek

Sandra Bohinski, Clerk

Mayor Christopher Slavicek

Melissa Hallerman, Clerk

**Resolution
#2024 - 136**

APPOINTMENT OF MUNICIPAL HOUSING LIAISON

WHEREAS, pursuant to P.L. 2024, c.2, Borough of Helmetta is required to appoint a Municipal Housing Liaison for the oversight of administration of Borough of Helmetta's affordable housing program to enforce the requirements of the law and N.J.A.C. 5:80-26.1 et. seq.; and

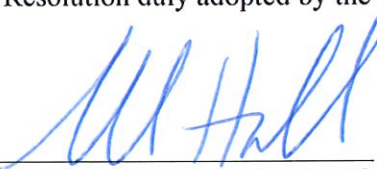
WHEREAS, Borough of Helmetta has amended the Housing Chapter to provide for the appointment of a Municipal Housing Liaison to administer Borough of Helmetta's affordable housing program.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Borough of Helmetta in the County of Middlesex, and the State of New Jersey that Melissa Hallerman is hereby appointed by the Governing Body of Borough of Helmetta as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with the Sections of Borough of Helmetta's Official Code.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN, RMC
Municipal Clerk

RESOLUTION
#2024-137
GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2023 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5 a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled, "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of the Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

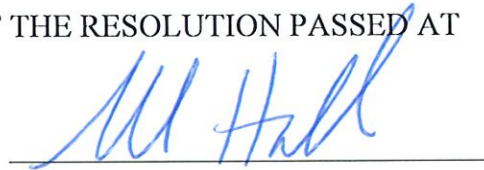
WHEREAS, all members of the governing body have received and familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Helmetta, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON NOVEMBER 27, 2024.



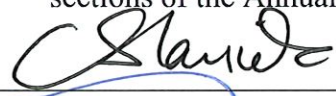
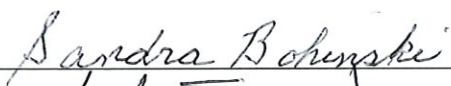
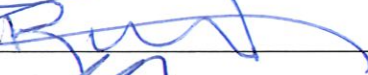


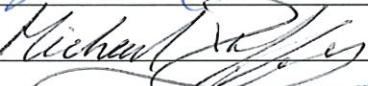

Melissa Hallerman
Municipal Clerk

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
(NO PHOTO COPIES OF SIGNATURES)**

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

We, members of the governing body of the Borough of Helmetta, in the County of Middlesex, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Borough Council of the Borough of Helmetta in the County of Middlesex;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2023;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled, "Comments and Recommendations."

(L.S.) 	(L.S.) 
(L.S.) 	(L.S.) 
(L.S.) 	(L.S.)
(L.S.) 	(L.S.)
(L.S.) 	(L.S.)

Sworn to and subscribed before me this
27th day of November
Notary Public of New Jersey

MELISSA HALLERMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50200786
MY COMMISSION EXPIRES JUL. 14, 2027


Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders) shall set forth the reason of the absence of signatures of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

RESOLUTION

2024-138

REFUND OF CLEANING FEE FOR COMMUNITY CENTER USAGE

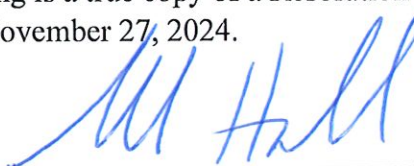
BE IT RESOLVED, the refund for the cleaning fee for usage of the Community Center on October 19, 2024.

DONETTE PRICE \$250.00

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Acting Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN
Municipal Clerk

RESOLUTION

2024-139

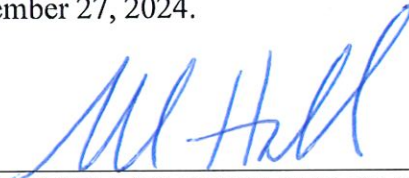
AUTHORIZATION TO EXECUTE INTERLOCAL HEALTH SERVICES

BE IT RESOLVED, by the Borough Council of the Borough of Helmetta that the Mayor and the Municipal Clerk are hereby authorized to execute Interlocal Health Service Contract with Middlesex County Health for the calendar year January 1, 2025 to December 31, 2025 in the amount of \$21,069.44.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN, RMC
Municipal Clerk

Ronald G. Rios
County Commissioner Director

Shanti Narra
County Commissioner Deputy Director

Claribel A. Azcona-Barber
Charles Kenny
Leslie Koppel
Chanelle Scott McCullum
Charles E. Tomaro
County Commissioners



DEPARTMENT OF PUBLIC SAFETY & HEALTH
Office of Health Services

Shanti Narra
Chairperson,
Public Safety & Health

John A. Pulomena
County Administrator

Joseph W. Krisza
Department Head

Lester Jones
Director – Health Officer

October 21, 2024

Ms. Melissa Hallerman, Municipal Clerk
Borough of Helmetta
51 Main Street
Helmetta, New Jersey 08828

RE: Public Health Interlocal Service Contract 2025

Dear Ms. Hallerman:

Enclosed please find the Interlocal Health Services contract for your municipality. This contract will provide public health services and programs to your community for the period of January 1, 2025, to December 31, 2025, in the amount of \$21,069.44.

Please have your governing body execute the enclosure and return to my office so a Resolution may be approved by the Middlesex Board of County Commissioners.

The executed Resolution and contract will be sent to you via email, so please indicate the email you wish to use.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester Jones", is written over the typed name.

Lester Jones
Director-Health Officer

LJ/pk
Enclosure

444 Hoes Lane, Bldg. 6, Suite 120
Piscataway, NJ 08854
Phone: 732-745-3100 – TTY: 732-529-9881
Fax: 732-745-2568
www.middlesexcountynj.gov



THIS CONTRACT entered into this 1st day of January 2025,
between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey, having its principal office at 75 Bayard Street New Brunswick, New Jersey, hereinafter referred to as the “COUNTY” and the BOROUGH OF HELMETTA, having its principal office at 51 Main Street, Helmetta, in the County of Middlesex and the State of New Jersey, hereinafter referred to as the “MUNICIPALITY”,

WITNESSETH:

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

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

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

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

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

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

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

6. The term of this contract shall be for one (1) year commencing on January 1, 2025, and terminating on December 31, 2025, unless terminated earlier as provided for hereinafter.

7. The base cost for the provision of the aforesaid health services shall be as follows:

2025 - \$ 21,069.44

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

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

9. The Municipality shall designate during the life of this contract, the Director of the County Office of Health Services as the Health Officer of the Municipality, who shall be its general agent for the enforcement of the local health

ordinances and the laws, rules and regulations of the New Jersey Department of Health.

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

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

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

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

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

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

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

contractors under this Agreement, to the extent permitted and pursuant to the provision of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq. and the New Jersey Contractual Liability Act, N.J.S.A. 50:13-1 et. seq.

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

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

ATTEST:


COUNTY OF MIDDLESEX

Amy R. Petrocelli, RMC
Clerk of the Board



Melissa Hallerman, Municipal Clerk

By: _____
Ronald G. Rios
County Commissioner Director

By: 

Christopher Slavicek, Mayor

RESOLUTION

2024-140

REFUND OF RENTAL AND CLEANING FEE

BE IT RESOLVED, that refund for the rental fee and cleaning fee for usage of the Community Center for a December 2024 event due to a cancellation of a family emergency.

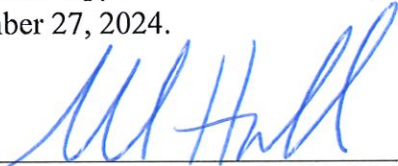
JOHN PETOSA \$450.00

JOHN PETOSA \$250.00

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN, RMC
Municipal Clerk

Resolution

2024-141

A RESOLUTION AUTHORIZING YEAR 2024 BUDGET TRANSFERS NO.1

WHEREAS, there are 2024 Budget Accounts which require more funding due to circumstances not known in the beginning of the year; and

WHEREAS, there will be excess balance in the budget accounts in which the expenditures will be less than projected at the beginning of the year; and

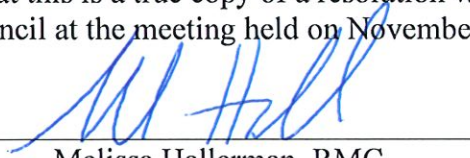
NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Helmetta that the following 2024 Budget Transfers be authorized and made on the record and accounts of the Borough

	Budget Account	From	To
4-01-20-701-010	Admin S&W	\$16,000.00	
4-01-20-705-010	Finance S&W	\$ 4,000.00	
4-01-20-708-021	Tax Collector OE	\$ 3,000.00	
4-01-20-712-020	Legal Services	\$ 6,500.00	
4-01-26-765-010	Streets & Roads S&W	\$15,000.00	
4-01-20-705-021	Finance OE		\$ 1,000.00
4-01-20-715-020	Engineering OE		\$20,000.00
4-01-22-725-010	Code Enforcement S&W		\$ 700.00
4-01-22-725-020	Code Enforcement OE		\$ 2,000.00
4-01-25-749-020	Fire Department OE		\$ 1,500.00
4-01-25-752-010	Fire Prevention Bureau S&W		\$ 800.00
4-01-26-765-020	Streets & Roads OE		\$ 2,000.00
4-01-26-772-020	Building & Grounds OE		\$ 5,000.00
4-01-28-795-020	Recreation OE		\$ 4,000.00
4-01-28-797-020	Senior Citizens OE		\$ 1,000.00
4-01-31-825-020	Electricity		\$ 2,000.00
4-01-31-827-020	Telephone Costs		\$ 500.00
4-01-31-831-020	Postage		\$ 2,000.00
4-01-31-832-020	Copying		\$ 1,500.00
4-01-31-834-020	Office Supplies		\$ 500.00

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski						
Bohinski						
Duffy						
Dzingleski						
Reid						
Stasi						

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that this is a true copy of a resolution which was adopted by the Borough Council at the meeting held on November 27, 2024.



Melissa Hallerman, RMC
Municipal Clerk

RESOLUTION

2024-142

A RESOLUTION AUTHORIZING THE PURCHASE OF 2024 FORD F550 SUPER DUTY FOR THE PUBLIC WORKS DEPARTMENT VIA STATE CONTRACT

WHEREAS, The Borough of Helmetta is a party to a cooperative purchasing agreement with the Educational Services Commission of NJ, a cooperative purchasing program organized pursuant to the Local Public Contracts Law, N.J.S. A. 40A:11-12; and

WHEREAS, the Local Public Contracts Law authorizes a municipality to acquire goods and services through a duly formed cooperative purchasing system without advertising for bids, and

WHEREAS, the Township is in need of acquiring 1 – 2024 Ford F550 Super Duty for the Borough of Helmetta Public Works Department; and

WHEREAS, the Educational Services Commission of NJ has awarded a contract to All American Fleet, Paramus Ford, 375 Rt. 17 South, Paramus NJ 07652 for the acquisition of a 2024 Ford F550 4x4 Chassis Cab DRW 168” WB Contract #ESCNJ 23/24-11 in the amount of \$94,145.20; and

WHEREAS, the Public Works Department has recommended the purchase of 1 vehicle; and

WHEREAS, the Chief Financial Officer has certified that there will be sufficient funds for this contract;

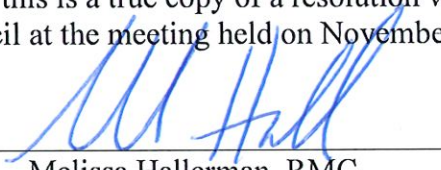
NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Helmetta, in the County of Middlesex, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Paramus Ford, NJ for 1- 2024 Ford F550 Super Duty for a total of \$94,145.20; and
2. A copy of the Agreement shall be available for public inspection in the Borough Clerk’s Office during regular business hours.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski	✓		✓			
Bohinski		✓	✓			
Duffy			✓			
Dzingleski			✓			
Reid				✓		
Stasi			✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that this is a true copy of a resolution which was adopted by the Borough Council at the meeting held on November 27, 2024.



Melissa Hallerman, RMC
Municipal Clerk

RESOLUTION

2024-143

REIMBURSEMENT OF DUPLICATE TAX PAYMENT

BE IT RESOLVED, that the Borough Council of the Borough of Helmetta, in the County of Middlesex, authorizes the reimbursement of duplicate tax payment. See below:

2207 Candlelight Court- \$1,338.72

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that this is a true copy of a resolution which was adopted by the Borough Council at the meeting held on November 27, 2024.



Melissa Hallerman, RMC
Municipal Clerk

BLQ: 21. 7.1 -C2207- - Tax Year: 2024 to 2024
Owner Name: GULICK, JONATHAN & TKACHUK, JACQUELINE Property Location: 2207 CANDLELIGHT CT.

Tax Year: 2024	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	1,242.01	1,242.01	1,338.72	1,338.71	5,161.45
Payments:	1,242.01	1,242.01	2,677.44	1,338.71	6,500.17
Balance Adjust:	0.00	0.00	1,338.72	1,338.72-	0.00
Balance:	0.00	0.00	0.00	1,338.72-	1,338.72-

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2024 Prin Balance
								5,161.45		5,161.45
02/08/24	1	Payment	001	wells fargo	CK	13000	47 WELLSFG	1,242.01	0.00	3,919.44
		Description								
		Original Billed								
		1st qtr taxes								
03/14/24	2	Payment	001	3869576878	CK	13073	2 TX0314	1,242.01	0.00	2,677.43
08/15/24	3	Payment	001	3879967011	CK	13496	2 TX0815	1,338.72	0.00	1,338.71
09/03/24	3	Payment	001	CORE-WIRE	CK	13548	351 CORELGC	1,338.72	0.00	0.01-
		3RD QTR TAXES								
11/05/24	3	Adjustment	063			13691	11 CTC	1,338.72	0.00	1,338.71
11/05/24	4	Adjustment	063			13691	12 CTC	1,338.71-	0.00	0.00
11/05/24	4	Adjustment	063			13691	13 CTC	0.01-	0.00	0.01-
11/07/24	4	Payment	001	WIRE-CORELGC	CK	13699	353 CORELGC	1,338.71	0.00	1,338.72-
		4TH QTR TAXES								

Total Principal Balance for Tax Years in Range: 1,338.72-

Borough of Helmetta

Requesting Department TAX COLLECTOR

11/12/2024

Account/Appropriation # TAX REFUNDS

NJ State Contract # _____

Resolution # _____

Vendor #	Quantity	Unit	Full Description	Estimated Unit Price	Total
	1		OVERPAYMENT OF 3RD QTR TAXES BY HOMEOWNER	\$1,338.72	\$1,338.72
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				TAX	
				Total	\$1,338.72

Suggested vendors contacted for above price quote(s)				
Vendor # (use above)	Vendor	Address	Phone	Contact Person
	GULICK, JONATHAN & TKACHUK, JACQUELINE	2207 CANDLELIGHT CT., HELMETTA, NJ 08828		
		Gulick1994@gmail.com		

* Purchases over \$2,625 require at least three price quotes.



I hereby certify that the articles/services requested are necessary to properly conduct the activities of this department, and are to be used exclusively for the purpose against which each item is charged.

SIGNED: *Anna McDermott*
 Requesting Individual's Signature

11/12/24
DATE

APPROVED: _____
 Department Head or Authorized Agent's Signature

DATE

APPROVED: _____
 Borough Administrator's Signature

DATE

APPROVED: _____
 Chief Financial Officer's Signature

DATE



I hereby certify that an emergency existed requiring the immediate delivery of the article or Performance of the service and the above item(s) was contracted for in strict conformance with the provisions of N.J.S.A 40A:11-6 and all other applicable laws.

APPROVED: _____
 Department Head or Authorized Agent

DATE

RESOLUTION

2024-144

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION (N.J.S.A. 40A:4-87)**

WHEREAS, N.J.S.A. 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 thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for an equal amount;

Section 1

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Helmetta, in the County of Middlesex, New Jersey, hereby requests the Director of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$10,000.00, which it is now available as a revenue from the "Community Energy Plan Grant", and

Section 2

BE IT FURTHER RESOLVED that the sum of \$10,00.00 is hereby appropriated under the caption "Community Energy Plan Grant".

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN
Municipal Clerk

RESOLUTION

2024-145

RESOLUTION RESCINDING PETTY CASH FUND


WHEREAS, it is the desire of the Borough of Helmetta, County of Middlesex that the petty cash fund for the Animal Shelter be rescinded.

NOW, THEREFORE, BE IT RESOLVED that the Borough of Helmetta County of Middlesex hereby authorizes such action and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN
Municipal Clerk

RESOLUTION

2024-146

RESOLUTION RESCINDING PETTY CASH FUND

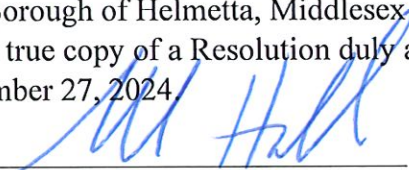
WHEREAS, it is the desire of the Borough of Helmetta, County of Middlesex that the petty cash fund for the Water Utility Fund be rescinded.

NOW, THEREFORE, BE IT RESOLVED that the Borough of Helmetta County of Middlesex hereby authorizes such action and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN
Municipal Clerk

RESOLUTION

2024-147

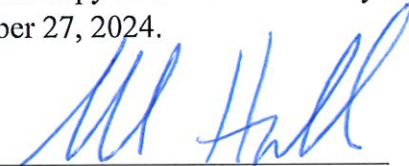
PAYMENT OF BILLS

All bills shall be paid per list.

	Motion	Second	Aye	Nay	Abstain	Absent
Karczewski			✓			
Bohinski			✓			
Duffy			✓			
Dzingleski	✓		✓			
Reid			✓			
Stasi		✓	✓			

CERTIFICATION

I, Melissa Hallerman, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on November 27, 2024.



MELISSA HALLERMAN, RMC
Municipal Clerk

P.O. Type: All
 Range: First to Last
 Format: Detail without Line Item Notes
 Vendors: All
 Rcvd Batch Id Range: First to Last
 Include Non-Budgeted: Y

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
23-00847	12/27/23	KENNE010 KENNEDY SCHEAR	1 REFRESHMENT FOR TREE LIGHTING	650.00	3-01-28-795-020	B	RECREATION	OE	R	12/27/23	11/20/24		12-3-2023
24-00190	03/12/24	KELSO005 KELSO & BURGESS	10 COURT SESSION- NOVEMBER	600.00	4-01-25-757-020	B	MUNICIPAL PROSECUTOR	OE	R	08/07/24	11/25/24		
24-00465	07/17/24	AIR01 AIR GAS TECHNOLOGIES INC.	1 ANNUAL SERVICE-BAUER AIR COMP	1,878.00	4-01-25-749-020	B	FIRE DEPARTMENT	OE	R	07/17/24	11/20/24		
24-00616	09/16/24	BET01 BETTER LIVING	1 HOSE CONNECTION/HOSE	93.48	4-01-26-765-020	B	STREETS & ROADS	OE	R	09/16/24	11/20/24		
24-00632	09/20/24	HOM02 HOME DEPOT	1 PAINT FOR BISTRO LIGHT POLES	31.44	4-01-28-796-020	B	PARKS	OE	R	09/20/24	10/16/24		
24-00635	09/20/24	HOM02 HOME DEPOT	1 HELMETTA DAY ITEMS	53.60	4-01-28-796-020	B	PARKS	OE	R	09/20/24	10/16/24		
24-00652	09/27/24	ROS02 THOMAS C. ROSELLI, ESQ.	1 PUBLIC DEFENDER- NOVEMBER	300.00	4-01-20-712-020	B	LEGAL SERVICES	OE	R	09/27/24	11/20/24		
24-00676	10/07/24	BET01 BETTER LIVING	1 UTILITY LIGHTER	2.79	4-01-26-772-020	B	BUILDINGS & GROUNDS	OE	R	10/07/24	11/20/24		
24-00677	10/07/24	HOM02 HOME DEPOT	1 PLANTS	79.96	4-01-28-796-020	B	PARKS	OE	R	10/07/24	10/16/24		
			2 MULCH BAGS	19.85	4-01-28-796-020	B	PARKS	OE	R	10/07/24	10/16/24		
			3 MULCH BAGS	27.79	4-01-26-772-020	B	BUILDINGS & GROUNDS	OE	R	10/07/24	10/16/24		
			4 FLAGGING TAPE	7.97	4-01-26-772-020	B	BUILDINGS & GROUNDS	OE	R	10/07/24	10/16/24		
			5 RATCHET STRAPS	19.98	4-01-26-772-020	B	BUILDINGS & GROUNDS	OE	R	10/07/24	10/16/24		
			6 TIE STAKES	31.92	4-01-26-772-020	B	BUILDINGS & GROUNDS	OE	R	10/07/24	10/16/24		

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	Contract PO Type	Stat/Chk	First Rcvd	Enc Date	Chk/Void	Invoice
24-00741	11/01/24	GEORG005 GEORGE'S GARAGE & TOWING INC.	1 TOW DPW VEHICLE TO PERRYS	225.00	4-01-26-315-020	B	VEHICLE MAINT-PUBLIC WORKS	R	11/01/24	11/20/24		
24-00747	11/04/24	MCU01 Middlesex Cty Utilities Auth	1 DUMPING CHARGES- OCTOBER 2024	4,098.68	4-01-32-837-020	B	LANDFILL/DISPOSAL SOLID WASTE	R	11/04/24	11/20/24		
24-00748	11/04/24	STA15 STAVOLA ASPHALT COMPANY, INC.	1 INV# 344971	187.77	4-01-26-765-020	B	STREETS & ROADS OE	R	11/04/24	11/20/24		
24-00749	11/04/24	ALLC0005 ALL COLORS LLC	1 REFLECTIVE STICKERS- 500PC	230.00	4-01-25-749-020	B	FIRE DEPARTMENT OE	R	11/04/24	11/20/24		
24-00750	11/04/24	ANCH0005 ANCHOR PEST CONTROL	1 BEE SPRAYING	175.00	4-01-26-772-020	B	BUILDINGS & GROUNDS OE	R	11/04/24	11/20/24		249099
24-00751	11/04/24	GRA	1 SAND BAGS-100 PK	65.52	4-01-26-765-020	B	STREETS & ROADS OE	R	11/04/24	11/20/24		9291690320
24-00752	11/04/24	ONE02 ONE CALL CONCEPTS, INC.	1 REGULAR LOCATES OCTOBER	4.29	4-01-26-765-020	B	STREETS & ROADS OE	R	11/04/24	11/20/24		
24-00753	11/08/24	AIR01 AIR GAS TECHNOLOGIES INC.	1 INV#814944 FULL SERVICE PM	1,086.00	4-01-25-749-020	B	FIRE DEPARTMENT OE	R	11/08/24	11/20/24		814944
24-00754	11/08/24	SAFET005 SAFE-T	1 BENZ-LR	1,215.00	4-01-25-749-020	B	FIRE DEPARTMENT OE	R	11/08/24	11/20/24		
24-00755	11/08/24	FIR16 FIREFIGHTER ONE	1 FLOW TESTING INV# SI-00519058	1,215.00	4-01-25-749-020	B	FIRE DEPARTMENT OE	R	11/08/24	11/20/24		SI-00519058
24-00756	11/18/24	HOM03 HOME NEWS & TRIBUNE	1 INV# 6728726	152.68	4-01-20-120-020	B	MUNICIPAL CLERK OE	R	11/18/24	11/20/24		
			2 INV# 6728726	46.70	4-01-26-765-020	B	STREETS & ROADS OE	R	11/18/24	11/20/24		
				199.38								
24-00757	11/18/24	PUR01 PITNEY BOWES BANK PURCHASE PWR	1 LATE FEE/FINANCE CHARGE	58.44	4-01-31-831-020	B	POSTAGE	R	11/18/24	11/20/24		

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type Acct Type Description	Stat/chk	First Rcvd Enc Date Date	Chk/Void Date Date	Invoice
24-00758	11/18/24	PERRY005 PERRY'S AUTOMOTIVE SERVICE					R	11/18/24	11/25/24	Z-6488
		1 FRONT TIRES/PATCH TIRES	845.00	4-01-26-315-020	B VEHICLE MAINT-PUBLIC WORKS					
24-00759	11/18/24	PRE03 PRECISION ANALYTICAL SVCS, INC					R	11/18/24	11/25/24	
		1 OCTOBER SAMPLES	37.00	4-05-55-500-021	B WATER OPERATING OE					
24-00760	11/18/24	JCP01 JCP&L					R	11/18/24	11/20/24	
		1 ACCT# 100 128 456 728	42.76	4-01-31-825-020	B ELECTRICITY					
		2 ACCT# 100 128 267 034	32.33	4-01-31-825-020	B ELECTRICITY					
		3 ACCT# 100 117 346 864	309.14	4-01-31-825-020	B ELECTRICITY					
		4 ACCT# 100 149 420 620	76.51	4-01-31-825-020	B ELECTRICITY					
		5 ACCT# 100 054 008 006	30.65	4-01-31-825-020	B ELECTRICITY					
		6 ACCT# 100 008 806 760	10.12	4-01-31-825-020	B ELECTRICITY					
		7 ACCT# 100 114 338 708	5.24	4-01-31-825-020	B ELECTRICITY					
			506.75							
24-00761	11/18/24	MCI01 Middlesex Cty Improvement Auth					R	11/18/24	11/20/24	
		1 SINGLE FAMILY HOUSEHOLD-OCT	2,835.36	4-01-43-786-020	B MIDDLESEX CO RECYCLING PROGRAM					
		2 BRUSH TO CTY/ MUN SITE-OCT	346.71	4-01-43-786-020	B MIDDLESEX CO RECYCLING PROGRAM					
			3,182.07							
24-00762	11/18/24	MUN08 MUNICIPAL CAPITAL FINANCE					R	11/18/24	11/20/24	
		1 SAVIN PAYMENT# 45 OF 60	247.35	4-01-31-832-020	B COPYING					
24-00763	11/18/24	CLE04 CLEARY GIACOBBE ALFIERI&JACOBS					R	11/18/24	11/20/24	
		1 LEGAL SERVICES- OCTOBER	87.50	4-01-20-712-020	B LEGAL SERVICES OE					
24-00764	11/18/24	COMCA649 COMCAST					R	11/18/24	11/20/24	
		1 ACCT# 8499 05 248 0023649	174.41	4-01-26-772-020	B BUILDINGS & GROUNDS OE					
		2 ACCT# 8499 05 248 0023649	58.14	4-05-55-500-021	B WATER OPERATING OE					
		3 ACCT# 8499 05 248 0023649	58.14	4-07-55-500-021	B SEWER OPERATING OE					
			290.69							
24-00765	11/18/24	DYNAS005 DYNASTY COMMERCIAL CLEANING					R	11/18/24	11/20/24	
		1 COM CTR CLEANING- OCTOBER	1,902.60	4-01-26-774-020	B COMMUNITY CENTER OE					
24-00766	11/18/24	STA17 STAR2STAR COMMUNICATIONS					R	11/18/24	11/20/24	SUB01846421
		1 TELEPHONE- NOV 2024 (MUN)	364.00	4-01-31-827-020	B TELEPHONE COSTS					

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type Description	Contract P0 Type	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
24-00766	11/18/24	STAL17	STAR2STAR COMMUNICATIONS		Continued							
			2 TELEPHONE- NOV 2024 (FD)	238.73	4-01-31-827-020	B TELEPHONE COSTS		R	11/18/24	11/20/24		SUB01846420
				602.73								
24-00767	11/20/24	JONAT005	JONATHAN GULICK									
			1 3RD QTR TAX OVERPAYMENT	1,338.72	4-01-55-002-293	B Tax Overpayments		R	11/20/24	11/25/24		
24-00768	11/20/24	ACT01	ACTION DATA SVC, INC									
			1 INV# 89680	877.00	4-01-20-705-021	B FINANCE OE		R	11/20/24	11/20/24		
			2 INV# 89907	105.57	4-01-20-705-021	B FINANCE OE		R	11/20/24	11/20/24		
				982.57								
24-00769	11/20/24	CENTE005	CENTER STATE ENGINEERING									
			1 INV# 16132	4,576.00	C-04-55-908-100	B ROAD IMPROVEMENTS - SUTTON PLACE		R	11/20/24	11/20/24		16132
			2 INV# 16267	1,470.00	C-04-55-908-100	B ROAD IMPROVEMENTS - SUTTON PLACE		R	11/20/24	11/20/24		16132
				6,046.00								
24-00770	11/20/24	CENTE005	CENTER STATE ENGINEERING									
			1 INV# 16266- LAKE AVE	798.75	C-04-55-905-100	B 23-02 IMPROVE LAKE DRIVE		R	11/20/24	11/20/24		16266
			2 INV# 16128- LAKE AVE	180.00	C-04-55-905-100	B 23-02 IMPROVE LAKE DRIVE		R	11/20/24	11/20/24		16128
				978.75								
24-00771	11/20/24	CENTE005	CENTER STATE ENGINEERING									
			1 INV# 16265-NJDOT LOCUST	324.00	C-04-55-903-100	B 22-03 IMPROVEMENTS TO LOCUST DRIVE		R	11/20/24	11/20/24		16265
24-00773	11/21/24	EAS01	EAST BRUNSWICK WATER UTILITY									
			1 OCTOBER WATER 2024	34,526.87	4-05-55-500-025	B PURCHASE OF WATER		R	11/21/24	11/25/24		
24-00774	11/21/24	ENCON005	ENCON SERVICE COMPANY									
			1 COM CENTER	600.00	4-01-26-772-020	B BUILDINGS & GROUNDS OE		R	11/21/24	11/25/24		
			2 BORO HALL	1,125.00	4-01-26-772-020	B BUILDINGS & GROUNDS OE		R	11/21/24	11/25/24		
				1,725.00								
24-00778	11/21/24	AMAZ005	AMAZON CAPITAL SERVICES									
			1 INV# 1CHX-W7FT-3XMG	175.05	4-01-28-795-020	B RECREATION OE		R	11/21/24	11/21/24		1CHX-W7FT-3XMG
			2 INV# 196T-74GT-3J9V	25.99	4-01-28-795-020	B RECREATION OE		R	11/21/24	11/21/24		196T-74GT-3J9V
			3 INV# 1H7F-FKQ6-7W4T	179.00	4-01-26-772-020	B BUILDINGS & GROUNDS OE		R	11/21/24	11/21/24		1H7F-FKQ6-7W4T
			4 INV# 1MPH-K7X3-1VWV	386.85	4-01-28-795-020	B RECREATION OE		R	11/21/24	11/21/24		1MPH-K7X3-1VWV
			5 INV# 1GLM-WM6Q-79Y4	9.77	4-01-26-772-020	B BUILDINGS & GROUNDS OE		R	11/21/24	11/21/24		1GLM-WM6Q-79Y4

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
24-00778	11/21/24	AMAZON CAPITAL SERVICES			Continued							
6	INV# 1X3R-1VM9-X9FC			11.99	4-01-28-795-020	B	RECREATION OE	R	11/21/24	11/21/24		1X3R-1VM9-X9FC
7	INV# 1CNJ-Q4GV-LLRP			119.71	4-01-26-772-020	B	BUILDINGS & GROUNDS OE	R	11/21/24	11/21/24		1CNJ-Q4GV-LLRP
8	INV# 1HNV-4T69-3VL1			19.99	4-01-28-795-020	B	RECREATION OE	R	11/21/24	11/21/24		1HNV-4T69-3VL1
9	INV# 1Y4N-XVGG-6F3R			55.98	4-01-28-795-020	B	RECREATION OE	R	11/21/24	11/21/24		1Y4N-XVGG-6F3R
10	INV# 1J7N-QH9N-FTWH			313.45	4-01-28-795-020	B	RECREATION OE	R	11/21/24	11/21/24		1J7N-QH9N-FTWH
11	INV# 1CGN-3G9T-LWHW			189.44	4-01-28-795-020	B	RECREATION OE	R	11/21/24	11/21/24		1CGN-3G9T-LWHW
				<u>1,487.22</u>								
24-00779	11/21/24	HOME DEPOT										
1	PLUG SEALS			19.92	4-01-26-772-020	B	BUILDINGS & GROUNDS OE	R	11/21/24	11/25/24		9520422
2	ELECTRIC METER			119.00	4-01-26-772-020	B	BUILDINGS & GROUNDS OE	R	11/21/24	11/25/24		9520422
3	PLUG			3.96	4-01-26-772-020	B	BUILDINGS & GROUNDS OE	R	11/21/24	11/25/24		9520422
				<u>142.88</u>								
24-00782	11/21/24	PARTY PERFECT RENTALS LLC										
1	CHRISTMAS TREE LIGHTING 12/6			1,110.00	T-13-55-000-007	B	RESERVE FOR RECREATION TRUST	R	11/21/24	11/25/24		
24-00783	11/21/24	MIDDLESEX COUNTY TREASURER										
1	FUEL USAGE- OCTOBER			611.17	4-01-31-833-020	B	GASOLINE	R	11/21/24	11/25/24		
24-00785	11/25/24	HELMETTA MUNICIPAL COURT										
1	OCTOBER 2024 CC FEES			63.28	4-01-42-855-020	B	MUNICIPAL COURT OE	R	11/25/24	11/25/24		
24-00786	11/25/24	WATER005 WATER RESOURCE MANAGEMENT, INC										
1	BACKUP OPERATOR OCTOBER			300.00	4-05-55-500-021	B	WATER OPERATING OE	R	11/25/24	11/25/24		
24-00787	11/25/24	VERIZON WIRELESS										
1	ACCT# 282659162-00001			71.53	4-01-26-765-020	B	STREETS & ROADS OE	R	11/25/24	11/25/24		
2	ACCT# 282659162-00001			214.59	4-01-20-701-020	B	ADMINISTRATOR OE	R	11/25/24	11/25/24		
				<u>286.12</u>								
24-00791	11/25/24	MIDDLESEX COUNTY TREASURER										
1	2024 ELECTION PRIMARY			1,389.92	4-01-20-711-020	B	ELECTIONS	R	11/25/24	11/25/24		
24-00792	11/25/24	MELISSA HALLERMAN										
1	REIMBURSEMENTS- LEGAL DEFENSE			25.00	4-01-20-120-020	B	MUNICIPAL CLERK OE	R	11/25/24	11/25/24		
2	REIMBURSEMENTS			400.00	4-01-28-795-020	B	RECREATION OE	R	11/25/24	11/25/24		

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type	Stat/Chk	First Rcvd	Enc Date	Date	Chk/Void	Invoice
24-00792	11/25/24	MELISSA HALLERMAN										
3		REIMBURSEMENTS		524.63	T-13-55-000-007	B RESERVE FOR RECREATION TRUST	R	11/25/24	11/25/24	11/25/24		
				949.63								
24-00794	11/25/24	BOROUGH OF HELMETTA										
1		4TH QTR 2024 TAXES		1,009.86	4-01-26-772-020	B BUILDINGS & GROUNDS OE	R	11/25/24	11/25/24	11/25/24		
24-00795	11/25/24	COMCAST										
1		ACCT# 8499 05 248 0016825		96.90	4-01-26-772-020	B BUILDINGS & GROUNDS OE	R	11/25/24	11/25/24	11/25/24		
24-00796	11/25/24	PSE&G CO										
1		ACCT# 7242370507		167.84	4-01-31-829-020	B NATURAL GAS	R	11/25/24	11/25/24	11/25/24		
24-00797	11/25/24	READY REFRESH BY NESTLE										
1		WATER 9/23-10/22		18.07	4-01-26-772-020	B BUILDINGS & GROUNDS OE	R	11/25/24	11/25/24	11/25/24		
24-00798	11/25/24	W.B. MASON										
1		SUPPLIES		260.14	4-01-31-834-020	B OFFICE SUPPLIES	R	11/25/24	11/25/24	11/25/24		

Total Purchase Orders: 69 Total P.O. Line Items: 118 Total List Amount: 304,307.93 Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	650.00	0.00	650.00	0.00	0.00	650.00
CURRENT FUND	4-01	252,471.60	0.00	252,471.60	0.00	0.00	252,471.60
WATER OPERATING FUND	4-05	38,023.91	0.00	38,023.91	0.00	0.00	38,023.91
SEWER OPERATING FUND	4-07	3,123.04	0.00	3,123.04	0.00	0.00	3,123.04
Year Total:		<u>293,618.55</u>	<u>0.00</u>	<u>293,618.55</u>	<u>0.00</u>	<u>0.00</u>	<u>293,618.55</u>
GENERAL CAPITAL FUND	C-04	8,404.75	0.00	8,404.75	0.00	0.00	8,404.75
GENERAL TRUST FUND	T-13	1,634.63	0.00	1,634.63	0.00	0.00	1,634.63
Total of All Funds:		<u><u>304,307.93</u></u>	<u><u>0.00</u></u>	<u><u>304,307.93</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>304,307.93</u></u>

August 2024

Municipal Clerk

DATE	NAME	FUND/ACCOUNT	AMOUNT	CK/CASH
10/4/2024	Julian Lewis	Current - Permit	\$100.00	Ck# 111
10/4/2024	Julian Lewis	Current - Permit	\$54.00	Ck# 112
10/15/2024	Pat Dahl	Trust - Ornament	\$15.00	Ck# 6580
10/15/2024	Pat Dahl	Trust - Holiday Party	\$20.00	Ck# 6581
10/25/2024	Krystina Mendez	Current - Marriage License	\$28.00	Ck# 2328
10/25/2024	Jo-Ann White	Trust - Ornament	\$15.00	Ck# 1117
10/25/2024	Brittany Shapter	Current - Marriage License	\$28.00	Ck# 196
10/28/2024	Lawrence Dona	Trust - Ornament	\$15.00	Ck# 824
10/30/2024	Rosaria Piergiovanni	Current - Certified Copies	\$60.00	Ck# 121

BOROUGH OF HELMETTA

Tina Mc Dermott

REPORT OF THE TAX COLLECTOR

**TINA MCDERMOTT
TAX COLLECTOR**

MONTH OF: OCTOBER

DATED: 11/5/2024

TAXES	2023	9,399.19
TAXES	2024	277,145.23
TAXES	2025	11,153.94

ADJUSTMENTS

ADDED TAX	8,314.91
OMITTED/ADDED TAX	119.88

INTEREST 3,512.01

8,434.79

COSTS FOR TAX SALE
LIEN REDEMPTION
RECORDING FEES
DUPLICATE CERT
DUPLICATE BILL
TAX SALE PREMIUMS

CLOSING BALANCES

	DEBIT	CREDIT	NET
2019	0.00	(38,011.10)	(38,011.10) Kaplan
2023	0.00	9,399.19	9,399.19
2024	(4,285.88)	1,444,417.86	<u>1,440,131.98</u>
			<u>1,411,520.07</u>
2025	(18.44)	3,139,481.46	3,139,463.02

TOTAL 301,210.37

TAX COLLECTORS TRUST

DATE	CK#	SOURCE	DEBITS	CREDITS
9/30/2024				84,206.57
10/23/2024		TAX SALE WIRE	11,451.28	
10/25/2024		TAX SALE WIRE	41,000.00	
10/30/2024		TAX SALE WIRE- REFUND	19,217.20	
10/31/2024		TAX SALE WIFAX SALE WIRE	5,000.00	
10/31/2024		interest paid		8.22
			<u>24,217.20</u>	<u>52,459.50</u>
		TOTAL AS PER 10/31/24 BANK STATEMENT		112,448.87

BOROUGH OF HELMETTA
2023
DELINQUENT TAXES AS OF:

\$ SOLD AT 2024 TAX SALE

10/31/24

<u>2023</u>		Cash Recpts	adj	<u>101,520.17</u>
DECEMBER				
JANUARY	101,520.17	(14,283.30)		87,236.87
FEBRUARY	87,236.87	(10,881.94)	(419.62)	75,935.31
MARCH	75,935.31	(16,896.92)		59,038.39
APRIL	59,038.39	(2,882.56)		56,155.83
MAY	56,155.83	(8,260.76)		47,895.07
JUNE	47,895.07	(21,341.27)		26,553.80
JULY	26,553.80	(12,668.01)		13,885.79
AUGUST	13,885.79	0.00		13,885.79
SEPTEMBER	13,885.79	(4,486.60)		9,399.19
OCTOBER	9,399.19	(9,399.19)		0.00
NOVEMBER				
BALANCE				\$ -

Ronald G. Rios
County Commissioner Director

Shanti Narra
County Commissioner Deputy Director

Claribel A. Azcona-Barber
Charles Kenny
Leslie Koppel
Chanelle Scott McCullum
Charles E. Tomaro
County Commissioners



Shanti Narra
Chairperson, Public Safety & Health

John A. Pulomena
County Administrator

Joseph W. Krisza
Department Head

Lester Jones
Director

Mickey Gross
Division Head

Carole Tolmachewich
Principal Planner

DEPARTMENT OF PUBLIC SAFETY & HEALTH
Office of Health Services
Division of Solid Waste Management

October 10, 2024

Mayor Christopher Slavicek
Helmetta Municipal Bldg.
51 Main St.
Helmetta, NJ 08828

Dear Mayor Slavicek,

As you are probably aware, your municipality has previously entered into a shared services agreement with Middlesex County providing for your participation in one or more of the County's solid waste/recycling programs. These agreements expire at the end of 2024.

Middlesex County will continue to offer your town the opportunity to participate in the following programs: Paint, CFC Recovery. To this extent, enclosed is one copy of each shared services agreement covering the specific program(s) for 2025-2029. If acceptable, please return the officially executed documents for each program, including the resolution authorizing the signing of the agreement. **It is critical that the agreement be returned to the Division of Solid Waste Management, 444 Hoes Lane, Building 6, Suite 120, Piscataway, NJ 08854.** Failure to return the document to the correct office will result in a delay in the County approving the agreement.

The County uses DocuSign for our agreement signing process. Once the Board of County Commissioners signs the agreement you will be sent a fully executed copy via email.

Please contact Fred Stanger or me if you have any questions regarding these programs.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Carole Tolmachewich".

Carole Tolmachewich
Principal Planner

cc: Paul Reed, Recycling Coordinator
Sandra Bohinski, Municipal Clerk
Mickey Gross, Division Head



CFC/HCFC Subsidy Agreement

Agreement made of this _____ day of _____, _____, by and between the **County of Middlesex**, a municipal corporation of the State of New Jersey having an address of Middlesex County Administration Building, John F. Kennedy Square, New Brunswick, New Jersey, 08901, hereinafter referred to as the “**County**” and the **Borough**, a corporation of the State of New Jersey, having an address of **Helmetta Municipal Bldg., 51 Main St., Helmetta, New Jersey 08828**, hereinafter referred to as the “**Municipality.**”

WITNESSETH:

WHEREAS, Middlesex County is proactive in addressing environmental issues such as the depletion of the ozone layer; and

WHEREAS, chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs) are some of the manmade chemicals that are known to cause ozone depletion; and

WHEREAS, effective November 17, 2007 recycling of white goods including those that contain CFCs/HCFCs is mandatory in Middlesex County; and

WHEREAS, the County is seeking to provide a financial incentive that will assist municipalities in properly capturing CFCs/HCFCs from residentially discarded appliances that they collect curbside or at their drop-off centers; and

WHEREAS, the County and Municipality are authorized to enter into this Agreement pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*;

NOW, THEREFORE, in consideration of mutual covenants and conditions between the parties, the sufficiency of which is hereby acknowledged, the County and Municipality hereby agree as follows:

1. The County shall provide a subsidy of up to 100% of the cost of each properly documented CFC/HCFC recovery from a residential appliance assuming the below conditions are met. There is no limit on the number of properly performed/documented CFC/HCFC recoveries that will be covered during the term of this agreement for the municipality. Annual funding percentages will be established upon determination of the amount of available funding; funding notices will be mailed to the municipality in January of each year.

8. Modifications. The terms and conditions in this Agreement, including any schedules herein or attached hereto, may be modified at any time by mutual agreement of the parties in writing duly signed by their authorized representatives.

9. Notices. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, overnight mail, and addressed to the party as set forth below or to such other address as said party may have specified by notice given in writing to the other party:

To the County:

County of Middlesex
DSWM
444 Hoes Lane
Building 6, Suite 120
Piscataway, NJ 08854

To the Municipality:

Borough of Helmetta
Helmetta Municipal Bldg.
51 Main St.
Helmetta, New Jersey 08828

10. Governing Law. This agreement and any questions concerning its validity, construction and performance shall be governed by the laws of the State of New Jersey. The Parties further agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the State of New Jersey with venue in the Middlesex County vicinage or in the federal courts located in New Jersey, as appropriate.

11. Severability. In the event that any provision of this Agreement, for any reason, shall be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein and any other provisions of this Agreement, as so amended, shall remain in full force and effect.

Paint Program Agreement

Agreement made of this _____ day of _____, _____, by and between the **County of Middlesex**, a municipal corporation of the State of New Jersey having an address of Middlesex County Administration Building, John F. Kennedy Square, New Brunswick, New Jersey, 08901, hereinafter referred to as the “**County**”, and the **Borough of Helmetta** a corporation of the State of New Jersey, having an address of **51 Main St. Helmetta, New Jersey 08828**, hereinafter referred to as the “**Municipality**.”

WITNESSETH:

WHEREAS, the County, has undertaken a paint drop off program (the “Program”) for the residents of the County; and

WHEREAS, the Program will be implemented by the County Division of Environmental Health/Solid Waste Management (DSWM) at certain municipal sites in the County; and

WHEREAS, in order to implement the Program, the County will award a contract (the “Contract”) to an approved paint hauler (the “Vendor”) to provide Packing Containers in which to load, remove and recycle/dispose of paint and paint related products; and

WHEREAS, the County and Municipality are authorized to enter into this Agreement pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*; and

WHEREAS, the County and Municipality have agreed to locate a Storage Container at: Public Works, **51 Main Street** (the “Location”); and

WHEREAS, the placing of the Storage and Packing Containers at the Location shall greatly foster the implementation of the Program;

NOW, THEREFORE, in consideration of mutual covenants and conditions between the parties, the sufficiency of which is hereby acknowledged, the County and Municipality hereby agree as follows:

1. The Middlesex County DSWM has provided the Municipality with a Storage Container capable of holding up to approximately between ten (10) and twenty (20) Packing Containers. The Packing Containers and Storage Container shall be utilized by the Municipality solely for the collection of paint and paint related products as defined herein.

2. The Municipality shall ensure that only paint and paint related products as per the Contract are placed in the Containers. For the purposes of this Agreement, paint and paint related

10. The Municipality shall, on an annual basis, provide to the Middlesex County DSWM an invoice. The DSWM will review this documentation and arrange for the appropriate amount of reimbursement pursuant to condition number 8 above. All documentation must be submitted on or before March 15th of the following year. A delay in the timely submission of the invoice will result in a delay in reimbursement.

11. The County will be responsible for advertising the Program. If the Municipality chooses to also publicize the Program, all advertising materials require pre-approval by the County to ensure that the materials collected are consistent with the Program.

12. The Municipality shall hold harmless and save, protect and indemnify, the County, and its respective officials, members, agents and employees from any damages, suits, or claims for damages to persons or property which arise out of the actions or failure to act of the Municipality and/or its employees or agents in carrying out the provisions of this Agreement. The Municipality shall be responsible for fully insuring the Location.

13. This Agreement shall be for a five-year (60 month) period or the duration of the Contract between the County and the Vendor commencing on January 1, 2025 or for such shorter period as may be dictated by the exhaustion of available funds. Any party may terminate this Agreement by providing a thirty (30) day written notice to the other parties hereto.

14. Merger Clause. This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previously and contemporaneous agreements, understandings, representations and warranties between the parties.

15. Modifications. The terms and conditions in this Agreement, including any schedules herein or attached hereto, may be modified at any time by mutual agreement of the parties in writing duly signed by their authorized representatives.

16. Notices. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, overnight mail, and addressed to the party as set forth below or to such other address as said party may have specified by notice given in writing to the other party:

To the County:

County of Middlesex
DSWM
444 Hoes Lane
Building 6, Suite 120
Piscataway, NJ 08854