

**BOROUGH COUNCIL
BOROUGH OF SHREWSBURY
REGULAR MEETING AGENDA
FEBRUARY 4, 2019**

**Executive Session to begin at 6:30pm
Regular Meeting to begin at 7:00pm**

1. Meeting Called to Order
2. Sunshine Statement
3. Roll Call
4. Executive Session – 2019-025 Executive Session Resolution
5. Salute to the Flag
6. Consent Agenda:
Resolution 2019-026 Resolution to Enter Shared Services Agreement between the Borough of Shrewsbury and the Borough of Oceanport for the use of Courtroom Facilities
Resolution 2019-027 Joint Purchasing System Agreement
Resolution 2019-028 Resolution Regarding the Retirement of Mark Godsil
Resolution 2019-029 Resolution Regarding the Retirement of John Tomaino
7. Reports of Council
Councilwoman DerAsadourian:
Insurance & Benefits, Police, Safe Routes to School Liaison
Councilman DeSalvo:
DPW, Bldgs & Grounds, Utilities & Engineering, Open Space, RBR BOE, Shrewsbury Community Alliance
Councilman Eddy:
Finance & Grants, Technology/IT/Cyber Security, Shared Services, Local Emergency Planning Committee
Councilwoman Doran Eulner:
Fire & First Aid, Personnel, Planning Board, Shade Tree Commission, Shrewsbury Community Garden
Councilman Gilbert:
Environmental Commission
Councilman Gilmartin:
Recreation Committee
8. Mayor's Report
Mayor Erik Anderson
Negotiating Committee, COAH, Shrewsbury BOE, Board of Health, Municipal Court
9. Clerk/Administrator's Report
Maureen L. Muttie – Municipal Clerk/Interim Borough Administrator
10. Open to the Public
11. Payment of Bills
12. Adjourn

RESOLUTION – CLOSED SESSION

WHEREAS, the Borough Council of the Borough of Shrewsbury must discuss matters which are not appropriate for discussion in a public meeting; and

WHEREAS, these subjects are within the exceptions to the Open Public Meetings Act and are permitted to be discussed in Closed Session pursuant to N.J.S.A. 10:4-12b; and

WHEREAS, the Borough Council intends to discuss matters as follows:

- Pursuant to N.J.S.A. 10:4-12b(1), “any matter which, by provision of federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of subsection a.” of N.J.S.A. 10:4-12, public meetings. The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:
- Pursuant to N.J.S.A. 10:4-12b(2), “any matter in which the release of information would impair a right to receive funds from the Government of the United States”. The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:
- Pursuant to N.J.S.A. 10:4-12b(3), “any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual’s personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.” The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:
- Pursuant to N.J.S.A. 10:4-12b(4), “any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.” The collective bargaining contract(s) discussed are between the Commission and:
- Pursuant to N.J.S.A. 10:4-12b(5), “any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matter were disclosed.” The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:
- Pursuant to N.J.S.A. 10:4-12b(6), “any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.” The

nature of the matter, described as specifically as possible without undermining the need for confidentiality, is: Technology/Security/Email

- ✓ Pursuant to N.J.S.A. 10:4-12b(7), “any pending or anticipated litigation or contract negotiation other than in subsection b. (4)” of N.J.S.A. 10:4-12 “in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.” The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is: Regional Funding Issue
- Pursuant to N.J.S.A. 10:4-12b(8), “any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion or discipline of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.” The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:
- Pursuant to N.J.S.A. 10:4-12b(9), “any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act or omission for which the responding party bears responsibility.” The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:

WHEREAS, the length of the Closed Session is estimated to be **30 minutes** after which the public meeting of the Borough Council shall reconvene and action may be taken.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council will recess into Closed Session for only the aforesaid subject(s); and

BE IT FURTHER RESOLVED that the Borough Council hereby declares that its discussion of the aforesaid subject(s) will be made public at a time when the public’s interest in disclosure is greater than any privacy or governmental interest being protected from disclosure in accordance with the Open Public Meetings Act.

I, Maureen L. Muttie, Municipal Clerk of the Borough of Shrewsbury, do hereby certify the foregoing to be a true copy of a resolution adopted by the Shrewsbury Borough Council on February 4, 2019.

_____ Date

_____ Maureen L. Muttie, RMC, CMC
Municipal Clerk

Council Member	Moved	Seconded	Ayes	Nays	Absent	Abstain
Ms. DerAsadourian						
Mr. DeSalvo						
Mr. Eddy						
Ms. Eulner						
Mr. Gilbert						
Mr. Gilmartin						

**RESOLUTION APPROVING A SHARED SERVICES
AGREEMENT WITH THE BOROUGH OF OCEANPORT FOR
USE OF SHREWSBURY’S MUNICIPAL COURTROOM**

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1 through 40A:65-35 (the “Act”), authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Boroughs of Shrewsbury and Oceanport have identified an area where working together through shared services will result in positive outcomes for both municipalities; and

WHEREAS, specifically, the Boroughs wish to enter into a shared services agreement pursuant to the Act which provides for the Borough of Oceanport to utilize the courtroom facilities of the Borough of Shrewsbury; and

WHEREAS, the Borough of Shrewsbury wishes to approve an agreement, in substantially the form attached hereto, governing the Borough of Oceanport’s use of Shrewsbury’s courtroom facilities.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Borough of Shrewsbury hereby approves an agreement between the Borough of Shrewsbury and the Borough of Oceanport in substantially the form attached hereto and incorporated herein by reference; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized and directed to execute the shared services agreement.

I, Maureen L. Muttie, Municipal Clerk of the Borough of Shrewsbury, do hereby certify the foregoing to be a true copy of a resolution adopted by the Shrewsbury Borough Council on February 4, 2019.

Date

Maureen L. Muttie, RMC, CMC
Municipal Clerk

Council Member	Moved	Seconded	Ayes	Nays	Absent	Abstain
Ms. DerAsadourian						
Mr. DeSalvo						
Mr. Eddy						
Ms. Eulner						
Mr. Gilbert						
Mr. Gilmartin						

**SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF
SHREWSBURY AND THE BOROUGH OF OCEANPORT FOR THE USE OF
COURTROOM FACILITIES**

WHEREAS, the Borough of Shrewsbury is a municipal corporation having offices at Sycamore Avenue & Broad Street, in the Borough of Shrewsbury, Monmouth County, New Jersey; and

WHEREAS, the Borough of Oceanport is a municipal corporation having its principal offices located at 315 East Main Street, Oceanport, New Jersey, 07757

WHEREAS, the Borough of Shrewsbury and the Borough of Oceanport are desirous of entering into a Shared Services Agreement effective November 1, 2018 for the Borough of Oceanport's Municipal Court's use of the Borough of Shrewsbury's Courtroom Facilities; and

WHEREAS, the services outlined hereinafter have been agreed upon and cover court sessions for the Borough of Oceanport; and

WHEREAS, the Borough of Shrewsbury will not be responsible for the Borough of Oceanport's Judge, Prosecutor, Public Defender, Court Assistance, Arrest, Processing, and Release of Prisoners; and

WHEREAS; it is in the best interest of the Borough of Shrewsbury and the Borough of Oceanport to enter into this Shared Services Agreement;

NOW THEREFORE, IT IS HEREBY AGREED on this ____ day of _____ 2019, by and between **THE BOROUGH OF OCEANPORT** in the County of Monmouth, State of New Jersey with their principal offices located at 315 East Main Street, Oceanport, New Jersey, 07757 and **THE BOROUGH OF SHREWSBURY** in the County of Monmouth, State of New Jersey with principal offices located at Sycamore Avenue and Broad Street, Shrewsbury, New Jersey, 07702, that the Services Agreement for Shared Services of the Borough of Shrewsbury's Municipal Court is as follows:

NOW, THEREFORE, in consideration of the promises set forth, herein, the parties hereto agree as follows:

1. Beginning November 1, 2018 through October 31, 2019 the costs for all of the above-mentioned services will be \$3,000.00 per month. The Borough of Oceanport will be responsible for any extraordinary cost (damage to equipment or electronics, anything outside of ordinary cleaning services) that is not included in this agreement.

2. This agreement expires October 31, 2019. Even so, the Borough of Oceanport may terminate this agreement, for breach or any other good cause shown including completion of the Borough of Oceanport's permanent facilities prior to the

expiration of this agreement upon thirty (30) days written notice. The Borough of Shrewsbury may terminate this agreement, for breach or any other cause shown, upon ninety (90) days written notice.

3. Shrewsbury shall be and is responsible for the physical maintenance of its municipal building/courtroom and shall be responsible for any claims concerning physical defects in the facility causing injury arising from persons attending Oceanport Municipal Court proceedings. Shrewsbury shall defend, hold harmless and indemnify Oceanport, its officers, employees and agents from any such claims and losses arising out of or in connection with the providing of then facilities/services by Shrewsbury to Oceanport pursuant to this Agreement. Oceanport shall notify Shrewsbury if any event occurs which requires or may require defense and/or indemnification. Shrewsbury shall defend Oceanport against any claim or proceeding, which may be brought against Oceanport with respect to the foregoing or in which they may be implicated.

4. Except as outlined in in Paragraph 4, above. Oceanport shall remain responsible for any and all other liabilities or claims arising from its Court proceedings or persons attending Oceanport Municipal Court proceedings. Oceanport shall defend, hold harmless and indemnify Shrewsbury, its officers, employees and agents from any and all claims and losses of whatever nature or type arising out of or in connection with the providing of the services by Shrewsbury to Oceanport and its residents pursuant to this Agreement.

5. Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

6. This Agreement represents the entire agreement between the Municipalities and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all the Municipalities hereto.

7. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

8. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver ore relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

9. This Agreement may not be changed orally, and may be modified or amended only by a written agreement signed by both Municipalities.

The next page is the signature page

IN WITNESS WHEREOF on the seals and date below written:

ATTEST:

BOROUGH OF SHREWSBURY

MAUREEN L. MUTTIE
Municipal Clerk

ERIK ANDERSON
Mayor

BOROUGH OF OCEANPORT

JEANNE SMITH
Municipal Clerk

JOHN F. COFFEY, II
Mayor

**RESOLUTION FOR MEMBER PARTICIPATION
IN A JOINT PURCHASING SYSTEM**

WHEREAS *N.J.S.A. 40A:11-11(10)* authorizes contracting units to establish a Joint Purchasing System and to enter into a Joint Purchasing Agreement for its administration; and

WHEREAS the City of Long Branch, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Joint Purchasing System for the provision and performance of goods and services; and

WHEREAS, on _____ the governing body of the City of Long Branch, County of Monmouth, State of New Jersey duly considered participation in a Joint Purchasing System for the provision and performance of goods for Police Department Equipment for Training Purposes, including but not limited to Simunitions Equipment.

WHEREAS, the following towns: the City of Long Branch and the Borough of Allenhurst, Borough of Deal, Borough of Eatontown, Borough of Fair Haven, Borough of Little Silver, Borough of Monmouth Beach, Township of Ocean, Borough of Oceanport, Borough of Rumson, Borough of Sea Bright, Borough of Shrewsbury, Borough of West Long Branch, and the Monmouth University Police Department.

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This Resolution shall be known and may be cited as the Joint Purchasing Resolution of the Borough of Shrewsbury

AUTHORITY

Pursuant to the provisions of *N.J.S.A. 40A:11-10* the Mayor of the Borough of Shrewsbury is hereby authorized to enter into a Joint Purchasing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (*N.J.S.A. 40A:11-1 et seq.*) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

I, Maureen L. Muttie, Municipal Clerk of the Borough of Shrewsbury, do hereby certify the foregoing to be a true copy of a resolution adopted by the Shrewsbury Borough Council on February 4, 2019.

Date

Maureen L. Muttie, RMC, CMC
Municipal Clerk

Council Member	Moved	Seconded	Ayes	Nays	Absent	Abstain
Ms. DerAsadourian						
Mr. DeSalvo						
Mr. Eddy						
Ms. Eulner						
Mr. Gilbert						
Mr. Gilmartin						

JOINT PURCHASING SYSTEM AGREEMENT

This Agreement made and entered into this ___ day of _____, 20_____, by and between the City of Long Branch and the Borough of Allenhurst, Borough of Deal, Borough of Eatontown, Borough of Fair Haven, Borough of Little Silver, Borough of Monmouth Beach, Township of Ocean, Borough of Oceanport, Borough of Rumson, Borough of Sea Bright, Borough of Shrewsbury, Borough of West Long Branch, and the Monmouth University Police Department to participate in a Joint Purchasing System.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-10*, specifically authorize two or more contracting units to enter into a Joint Purchasing Agreement for the provision and performance of goods and services; and

WHEREAS, the City of Long Branch is conducting a voluntary Joint Purchasing System with other authorized contracting units utilizing the administrative purchasing services and facilities of the City of Long Branch; and

WHEREAS, this Joint Purchasing Agreement is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution; and in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced jointly may include Equipment for the purpose of training purposes, including but not limited to Simunitions, and such other items as two or more participating contracting units in the system agree can be purchased on a joint basis.
2. The items and classes of items which may be designated by the participating contracting units hereto shall be purchased jointly for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided. Any purchases shall not exceed \$2,000.00 without additional written approval of the Borough of Shrewsbury.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter, on the anniversary of the systems registration and shall publish a legal ad in such format as required by *N.J.A.C. 5:34-7. 9 (a)* in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned the Joint Purchasing System.
 - (E) The expiration date of the Joint Purchasing Agreement.
4. The specifications shall be prepared and approved by the Lead Agency, and no changes shall thereafter be made. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units.
 7. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item.
 8. The award shall result in only the Lead Agency entering into a formal written contract(s) directly with the successful bidder(s).
 9. The Lead Agency on behalf of each participating contracting unit shall certify the funds available for all the needs ordered under a particular contract(s); issue all purchase orders in its own name directly to the successful vendor(s) against said contract; and be invoiced by and receive statements from the successful vendor(s).
 10. The Lead Agency shall be responsible for payment for any items ordered, or for performance generally, by any other participating contracting unit. Each participating contracting unit, however, shall be required to accept its own deliveries.
 11. No participating contracting unit in the Joint Purchasing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
 12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
 13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

14. It is further agreed that upon notification by the Lead Agency that it is about to award a contract to a vendor on behalf of itself and participating agencies, each participating agency shall issue a purchase order and make payment in advance to the Lead Agency for its respective portion of the pending contract. The Lead Agency shall hold such advance payment in trust for the purpose for which it was made in accordance with *N.J.A.C. 5:34-7.14(d)6iii* and shall promptly return any unneeded portion.
15. This Agreement shall become effective on _____ subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY: City of Long Branch, NJ

BY: _____
(NAME AND TITLE)

FOR THE PARTICIPATING UNIT:

BY: _____
(NAME AND TITLE)

**BOROUGH OF SHREWSBURY
COUNTY OF MONMOUTH**

RESOLUTION 2019-028

A RESOLUTION REGARDING THE RETIREMENT OF MARK GODSIL

WHEREAS, Mark Godsil is retiring from the Department of Public Works on February 28, 2019 after over twenty-seven (27) years of service; and

WHEREAS, Mark Godsil and the Borough of Shrewsbury wish to set forth terms of Mr. Godsil's retirement.

BE IT RESOLVED that Mark Godsil will be using his vacation, sick, personal, and comp time before February 28, 2019.

BE IT RESOLVED that Mark Godsil will receive full medical and dental benefits, as provided to all full time employees with at least twenty-five (25) years of service, paid by the Borough of Shrewsbury; and

BE IT RESOLVED that Mark Godsil will receive an \$18,000 term life insurance policy as provided by the Borough of Shrewsbury; and

BE IT RESOLVED that the Clerk shall forward a certified copy of this resolution to the DPW Manager and the Chief Financial Officer.

I, Maureen L. Muttie, Municipal Clerk of the Borough of Shrewsbury, do hereby certify the foregoing to be a true copy of a resolution adopted by the Shrewsbury Borough Council on February 4, 2019.

Date

Maureen L. Muttie, RMC, CMC
Municipal Clerk

Council Member	Moved	Seconded	Ayes	Nays	Absent	Abstain
Ms. DerAsadourian						
Mr. DeSalvo						
Mr. Eddy						
Ms. Eulner						
Mr. Gilbert						
Mr. Gilmartin						

**BOROUGH OF SHREWSBURY
COUNTY OF MONMOUTH**

RESOLUTION 2019-029

A RESOLUTION REGARDING THE RETIREMENT OF JOHN TOMAINO

WHEREAS, John Tomaino is retiring from the Department of Public Works on February 28, 2019 after over thirty-four (34) years of service; and

WHEREAS, John Tomaino and the Borough of Shrewsbury wish to set forth terms of Mr. Tomaino's retirement.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Shrewsbury that John Tomaino is entitled to be paid for unused sick hours at the current rate. He will therefore be paid the sum of \$12,745.31, as a lump sum payment for the unused sick hours. His lump sum payment will be paid on the March 15, 2019 paycheck; and

BE IT RESOLVED that John Tomaino will be using his vacation, personal, and comp time before February 28, 2019.

BE IT RESOLVED that John Tomaino will receive full medical and dental benefits, as provided to all full time employees with at least twenty-five (25) years of service, paid by the Borough of Shrewsbury; and

BE IT RESOLVED that John Tomaino will receive an \$18,000 term life insurance policy as provided by the Borough of Shrewsbury; and

BE IT RESOLVED that the Clerk shall forward a certified copy of this resolution to the DPW Manager and the Chief Financial Officer.

I, Maureen L. Muttie, Municipal Clerk of the Borough of Shrewsbury, do hereby certify the foregoing to be a true copy of a resolution adopted by the Shrewsbury Borough Council on February 4, 2019.

Date

Maureen L. Muttie, RMC, CMC
Municipal Clerk

Council Member	Moved	Seconded	Ayes	Nays	Absent	Abstain
Ms. DerAsadourian						
Mr. DeSalvo						
Mr. Eddy						
Ms. Eulner						
Mr. Gilbert						
Mr. Gilmartin						