

**TOWNSHIP OF BORDENTOWN  
TOWNSHIP COMMITTEE REGULAR MEETING AGENDA**

DATE: MAY 11, 2020      TIME: 7:00 P.M.      VIRTUAL MEETING

Join Zoom Meeting:

<https://us02web.zoom.us/j/82879332109?pwd=Nld0VitaaWlvTnhLZlh0TVh6RUM4dz09>

Meeting ID: 828 7933 2109; Password: 580119; Dial 646 876 9923 US (New York)

1. Call to Order and Roll Call

PRESENT	ABSENT	
_____	_____	Mayor Benowitz
_____	_____	Deputy Mayor Holliday
_____	_____	Committeeman Fuzy
_____	_____	Committeeman Kostoplis
_____	_____	Committeeman Mason
_____	_____	Administrator Theokas
_____	_____	Clerk Carrington
_____	_____	Attorney Fahey
_____	_____	Chief Financial Officer Elsasser

2. Resolution #2020-5-11 to meet in closed session

BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby exclude the public to meet in Closed Executive Session for the purpose of discussing:

- Attorney/Client Privilege:      Affordable Housing

The minutes of the closed session may be disclosed to the public when it is determined that the above matter(s) no longer require confidentiality.

3. Salute to the Flag and Moment of Silence

4. Open Public Meeting Announcement

This meeting is called pursuant to the provision of the Open Public Meeting Act. On January 8, 2020, a notice of the 2020 meeting schedule was sent to the *Burlington County Times* and *The Times* and was subsequently published by the *Burlington County Times* on January 10, 2020. The notice is posted on the bulletin boards in the Municipal Building and has remained continuously posted as required under the statute. In addition, a copy of the notice is available to the public and is on file in the office of the Township Clerk.

Proper notice having been given, the Township Clerk is directed to include this statement in the minutes of the meeting. The proceedings of this meeting, which are open to the public, are being electronically recorded and will act as the minutes of the meeting in conjunction with the abbreviated written form of the minutes. Minutes are kept for all meetings, whether open or closed to the public.

5. Mayoral Proclamations

- a. Declaring April 22, 2020 as Earth Day
- b. Designating May as the Month to Celebrate and Recognize all Older Americans and their Contributions

6. Correspondence: None
7. 2020 MUNICIPAL BUDGET
  - a. Reading of the Budget Amendments
  - b. Public Hearing on the Budget Amendments
  - c. Resolution #2020-110 RESOLUTION TO AMEND THE INTRODUCED 2020 MUNICIPAL BUDGET
  - d. Presentation by Township Auditor, Michael P. Cragin, Jr., CPA, RMA, CMFO, PSA of Bowman and Company, LLP
  - e. Consideration of Adoption of Resolution #2020-111 entitled ADOPTION OF 2020 MUNICIPAL BUDGET
8. Administrative Review of Agenda
9. CONSIDERATION OF CONSENT AGENDA ITEMS:
  - a. Township Committee review and discussion of Consent Agenda Items.
  - b. Public comment on Consent Agenda items.
10. CONSENT AGENDA: Motion, Second and Roll Call to adopt Resolutions #2020-112 to #2020-116
  - a. Resolution #2020-112 entitled APPROVING ROUTINE BUSINESS: MINUTES OF MEETINGS
  - b. Resolution #2020-113 entitled RESOLUTION AUTHORIZING AN AGREEMENT FOR MANAGEMENT OF POLICE OFF DUTY SERVICES BY JOBS4BLUE
  - c. Resolution #2020-114 entitled RESOLUTION AUTHORIZING SUMMER HOURS OF OPERATION FOR THE TOWNSHIP OF BORDENTOWN
  - d. Resolution #2020-115 entitled RESOLUTION ACCEPTING THE PROPOSAL FROM TUREK CONSULTING, LCC FOR MAINTENANCE AND MINOR REPAIRS OF THE VAPOR INTRUSION MITIGATION SYSTEM FOR 262 CROSSWICKS ROAD
  - e. Resolution #2020-116 entitled APPROVING ROUTINE BUSINESS: PAYMENT OF BILLS
11. New Business: None
12. Administrator's Report
13. Township Committee Liaison Reports
14. Public Participation: Questions, comments or statements from members of the public in attendance
15. Final Comments from Township Committee
16. Motion to Adjourn – Next Township Committee Meeting scheduled for Tuesday, May 26, 2020.

**ALL LEGISLATION LISTED ABOVE IS SUBJECT TO CHANGE  
UNTIL IT IS OFFICIALLY ADOPTED BY THE GOVERNING BODY.**

RESOLUTION 2020-5-11

RESOLUTION TO MEET IN CLOSED EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act, P.L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Township Committee of the Township of Bordentown wishes to discuss:

- Attorney/Client Privilege: Affordable Housing

WHEREAS, minutes of the closed session will be kept and not be made public until the above matters no longer require confidentiality.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby exclude the public to meet in Closed Executive Session on May 11, 2020 for the purpose of discussing the above matters.

*Office of the Mayor  
Township of Bordentown*

*Proclamation*

**WHEREAS**, Earth Day was established in 1970 and now 190 countries participate in the celebration; and

**WHEREAS**, April 22 is celebrated as Earth Day and is the anniversary of the birth of the modern environment movement that began in 1970; and

**WHEREAS**, Earth Day creates a public awareness of caring for our planet and our natural resources; and

**WHEREAS**, Senator Gaylord Nelson a junior senator from Wisconsin had long been concerned about the deterioration of our environment in the United States when in January of 1969 he witnessed the massive oil spill in Santa Barbara California and began to support teachers in college campuses to create awareness of air and water pollution; and

**WHEREAS**, the date to celebrate was chosen because it fell between Spring Break and Final Exams; and

**WHEREAS**, the first Earth Day led to the creation of the United States Environmental Protection Agency and many laws and the creation of the National Environmental Education Act, Occupational Safety and Health Act, the Clean Air Act and later the Congress passed the Clean Water Act and Federal Insecticides; and

**WHEREAS**, in 1990 Earth Day went global mobilizing 200 million people in 141 countries lifting environmental issues to the world's awareness helping to give birth to recycling efforts worldwide; and

**WHEREAS**, in 1992 they held the first Earth Summit in Rio de Janeiro and during this momentous occasion President Bill Clinton gave Senator Nelson the Presidential Medal of Freedom for his efforts in encouraging the world effort of protecting our environment.

**NOW, THEREFORE, LET IT BE RESOLVED**, I, Steve Benowitz, Mayor of Bordentown Township, County of Burlington, State of New Jersey do hereby declare April 22, 2020 a day to celebrate Earth Day joining more than 1 billion people as a day of action to change our human behavior and create local awareness and highlighting the need to care for our natural resources and to encourage our Environmental Commission in our township to continue to seek ways to protect and enhance our township's environment.

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**STEVE BENOWITZ  
MAYOR**

*Office of the Mayor  
Township of Bordentown*

*Proclamation*

**WHEREAS**, Older Americans are great examples of personal sacrifice to every generation; and

**WHEREAS**, we must remember their endless contributions to society as a whole and their endurance, dedication of doing things that are seen and unseen to support this great country; and

**WHEREAS**, Older Americans have wisdom and have connected history with our country and remain steadfast and empowered in hard times as well as good times; and

**WHEREAS**, Older Americans have devoted themselves to their families, friends, neighbors and continue to lend their time and efforts preserving communities by volunteering and serving as selfless models to the younger generation; and

**WHEREAS**, Older Americans deserve our respect for all that they have contributed to the needs of others asking nothing in return; and

**WHEREAS**, Older Americans trust in our Nation and our values believing in hard work and clean living is the road to peace and prosperity; and

**WHEREAS**, Older Americans should be recognized as a vibrant group of citizens ready to lend a helping hand.

**NOW, THEREFORE, LET IT BE RESOLVED**, I, Steve Benowitz, Mayor of Township of Bordentown, County of Burlington, State of New Jersey, do hereby proclaim May as the month to celebrate and recognize all Older Americans and their contributions to our communities.

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**STEVE BENOWITZ  
MAYOR**

RESOLUTION #2020-110

RESOLUTION TO AMEND THE INTRODUCED 2020 MUNICIPAL BUDGET

WHEREAS, the local municipal budget for the year 2020 was introduced on the 9<sup>th</sup> day of March 2020; and

WHEREAS, the public hearing on said budget has been held as advertised; and

WHEREAS, it is the desire of the Township Committee of the Township of Bordentown to amend said introduced budget.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown, County of Burlington, that the following amendments to the introduced budget of 2020 be made:

<u>GENERAL REVENUES</u>	<u>From</u>	<u>To</u>
<b>1. Surplus Anticipated</b>	2,160,000.00	2,158,060.00
<b>2. Miscellaneous Revenues - Section A: Local Revenues</b>		
Licenses: Other	62,500.00	2,500.00
Fines and Costs: Municipal Court	420,000.00	345,000.00
<b>Total Section A: Local Revenues</b>	<b>482,500.00</b>	<b>347,500.00</b>
<b>3. Miscellaneous Revenues - Section B: State Aid without Offsetting Appropriations</b>		
Energy receipts Tax (P.L. 1997 Chapters 162 & 167)	890,464.00	890,474.00
Garden State Trust Fund	3,558.00	5,488.00
<b>Total Section B: State Aid without Offsetting Appropriations</b>	<b>894,022.00</b>	<b>895,962.00</b>
<b>3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated With Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations:</b>		
Burlington County Park Grant	150,000.00	0.00
<b>Total Section F: Special Items of General Revenue Anticipated With Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations:</b>	<b>150,000.00</b>	<b>0.00</b>

**3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated With Prior Written Consent of Director of Local Government Services - Other Special Items:**

Payments in Lieu of Taxes (PILOT): KJohnson Urban Renewal	380,000.00	250,000.00
Payments in Lieu of Taxes (PILOT): Grainger	450,000.00	655,000.00

<b>Total Section G: Special Items of General Revenue Anticipated With Prior Written Consent of Director of Local Government Services - Other Special Items:</b>	<b>830,000.00</b>	<b>905,000.00</b>
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**8. GENERAL APPROPRIATIONS**

**(A) Operations - within "CAPS"**

Document Scanning - Other Expenses	100,000.00	40,000.00
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**(A) Operations - Excluded from "CAPS"**

Burlington County Park Grant	150,000.00	-
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**(D) Municipal Debt Service - Excluded from "CAPS"**

Interest on Bonds	620,218.90	531,218.90
Interest on Notes		89,000.00

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed forthwith in the office of the Director of Local Government Services for certificate of the 2020 local municipal budget so amended.



RESOLUTION #2020-112

APPROVING ROUTINE BUSINESS: MINUTES OF MEETINGS

BE IT RESOLVED by the Township Committee of the Township of Bordentown that the Regular Meeting Minutes of April 27, 2020 and the Special Meeting Minutes for May 4, 2020 as submitted by the Clerk, are hereby approved as ( \_\_\_\_\_ submitted) ( \_\_\_\_\_ corrected) and authorized to be posted to the Municipal Bulletin Board and website.

TOWNSHIP COMMITTEE MINUTES  
REGULAR MEETING  
APRIL 27, 2020

The Regular meeting of the Township Committee of the Township of Bordentown was held virtually using Zoom due to the State of New Jersey's Shelter in Place order due to pandemic conditions.

PRESENT: Mayor Stephen Benowitz  
Deputy Mayor Eric Holliday  
Committeeman Eugene Fuzy  
Committeeman James Kostoplis  
Committeeman Ken Mason  
Administrator Michael Theokas  
Chief Financial Officer Jeffrey Elsasser  
Clerk Maria Carrington  
Attorney Eileen Fahey

Mayor Benowitz called the meeting to order at approximately 7:30 p.m.

Roll Call was taken by Township Clerk Carrington.

Mayor Benowitz led a salute to the flag and a moment of silence dedicated to the victims of COVID-19 and their families as well as all others infected in our nation.

Township Clerk Carrington read the following Open Public Meeting Announcement:

This meeting is called pursuant to the provision of the Open Public Meeting Act. On January 8, 2020, a notice of the 2020 meetings was sent to the *Burlington County Times* and *The Times* and was subsequently published by the *Burlington County Times* on January 10, 2020. The notice was posted on the bulletin boards in the Municipal Building and has remained continuously posted as required under the statute. In addition, a copy of the notice is and has been available to the public and is on file in the office of the Township Clerk.

Proper notice having been given, the Township Clerk is directed to include this statement in the minutes of the meeting. The proceedings of this meeting although virtual are open to the public and are being electronically recorded and will act as the minutes of the meeting in conjunction with the abbreviated form of the minutes. Requisite minutes are kept for all meetings, whether open or closed to the public.

**Correspondence:** None.

**Administrative Review**

Administrator Theokas stated that members of the public are currently on mute and will be unmuted for all public portions. Committee members are asked to state their names when making motions.

**Consent Agenda**

**Resolution #2020-101 entitled APPROVING ROUTINE BUSINESS: MINUTES OF MEETINGS AND FILING OF REPORTS**

**Resolution #2020-102 entitled PLEDGE SUPPORTING NEW JERSEY WILDLIFE ACTION PLAN**

**Resolution #2020-103 entitled RESOLUTION SUPPORTING THE ADOPTION OF “IDLE FREE ZONES”**

**Resolution #2020-104 entitled RESOLUTION ENDORSING THE ADOPTION OF GREEN BUILDING PRACTICES FOR CIVIC, COMMERCIAL AND RESIDENTIAL BUILDINGS**

**Resolution #2020-105 entitled AUTHORIZING YEAR 2020 TEMPORARY EMERGENCY APPROPRIATIONS (N.J.S.A. 40A:4-20)**

**Resolution #2020-106 entitled RESOLUTION AUTHORIZING MAYOR TO EXECUTE A CONTINUATION OF PROFESSIONAL SERVICES**

**Resolution #2020-107 entitled RESOLUTION TO APPOINT SPECIAL LAW ENFORCEMENT OFFICERS, CLASS II**

**Resolution #2020-108 entitled APPROVING ROUTINE BUSINESS: PAYMENT OF BILLS**

Township Committee review and discussion of Consent Agenda Items Resolutions #2020-101 through #2020-108. There were no comments from the Township Committee.

Deputy Mayor Holliday made a motion to open to the public the Consent Agenda items; seconded by Committeeman Kostoplis. Voice Vote: All Aye.

There being no public comment, Deputy Mayor Holliday made a motion to close to the public; seconded by Committeeman Kostoplis. Voice Vote: All Aye.

Deputy Mayor Holliday made a motion to adopt the Consent Agenda; seconded by Committeeman Kostoplis. Roll Call Vote:

AYE: Committeeman Fuzy; Committeeman Kostoplis, Committeeman Mason, Deputy Mayor Holliday, Mayor Benowitz  
NAY: None

**Ordinance 2020-10 entitled AN ORDINANCE OF THE TOWNSHIP OF BORDENTOWN, IN THE COUNTY OF BURLINGTON, NEW JERSEY; CANCELLING CERTAIN APPROPRIATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES IN THE AGGREGATE AMOUNT OF \$177,396.24 AND RE-APPROPRIATING \$174,144.74 OF SAID APPROPRIATIONS FOR OTHER CAPITAL IMPROVEMENTS OR FOR TRANSFER TO THE CAPITAL SURPLUS FUND**

**Public Hearing:** Committeeman Fuzy made a motion to open the public hearing on Ordinance #2020-10; seconded by Committeeman Mason. Voice Vote: All Aye.

Seeing no public comment, Committeeman Fuzy made a motion to close the public hearing on Ordinance #2020-10; seconded by Committeeman Mason. Voice Vote: All Aye.

**Adoption:** Committeeman Fuzy made a motion to adopt Ordinance #2020-10; seconded by Deputy Mayor Holliday. Roll Call Vote:

AYE: Committeeman Fuzy, Committeeman Kostoplis, Committeeman Mason, Deputy Mayor Holliday, Mayor Benowitz

NAY: None

**Ordinance 2020-11 entitled ORDINANCE OF THE TOWNSHIP OF BORDENTOWN, COUNTY OF BURLINGTON, AMENDING THE BORDENTOWN TOWNSHIP MUNICIPAL CODE AND ADDING SECTION 2.68.080 “POLICE EXTRA DUTY SERVICES”**

**Public Hearing:** Deputy Mayor Holliday made a motion to open the public hearing on Ordinance #2020-11; seconded by Committeeman Kostoplis. Voice Vote: All Aye.

Seeing no public comment, Committeeman Fuzy made a motion to close the public hearing on Ordinance #2020-11; seconded by Committeeman Mason. Voice Vote: All Aye.

**Adoption:** Committeeman Kostoplis made a motion to adopt Ordinance #2020-11; seconded by Committeeman Fuzy. Roll Call Vote:

AYE: Committeeman Fuzy, Committeeman Kostoplis, Committeeman Mason, Deputy Mayor Holliday, Mayor Benowitz

NAY: None

**New Business**

CFO Jeff Elsasser stated that municipalities are getting conflicting information from the Department of Consumer Affairs and the Division of Local Government Services regarding whether municipalities can extend the grace period for the receipt of quarterly taxes. Regarding waiving delinquent tax interest, the guidelines are quite restrictive and would require physical notices to be mailed out by the end of the week at a great cost to the Township. Attorney Eileen Fahey recommends not proceeding on any of these measures at this time until greater clarification is provided.

**Administrator’s Report**

Administrator Michael Theokas announced that the State has approved the 2020 municipal budget; however, due to the need to advertise budget amendments, the adoption will not be considered until the May 11<sup>th</sup> meeting. In the meantime, the temporary budget appropriations on tonight’s consent agenda will assure that the Township can handle the adoption delay.

Regarding COVID-19, the Township has 52 confirmed cases. Town Hall remains closed to the public; however, members of the staff are still coming into the office in staggered shifts. All emails and phone calls are being returned. This may continue for the next few weeks. Serv Pro has graciously donated their services to clean all emergency vehicles: fire, police and EMS. They will also extend these services to other Burlington County vehicles with the cleaning taking place on our grounds. They have also donated cleaning services for Township buildings. The Township is very grateful to Serv Pro.

The website’s calendar has been updated with all cancellations. The Shredding Event on May 2 has been cancelled. A shredder event is already on the calendar for this fall. Public Works is collecting brush and bulk items although there may be a delay. The Township recycling center on Crosswicks Road is open to the public.

All parks and paths remain closed. The public is urged to stay safe and observe social distancing guidelines. A memorandum from the Committee on this topic has been posted on the Township’s website.

**Township Committee Liaison Reports**

Committeeman Fuzy, Committeeman Kostoplis, Committeeman Mason, Deputy Mayor Holliday and Mayor Benowitz gave their reports.

**Public Participation**

Committeeman Fuzy made a motion to open the meeting for public participation; seconded by Deputy Mayor Holliday. Voice Vote: All Aye.

Seeing no public comment, Committeeman Kostoplis made a motion to close the meeting to the public; seconded by Deputy Mayor Holliday. Voice Vote: All Aye.

**Final Comments from Township Committee**

Deputy Mayor Holliday said that the opening of the paths would be revisited every week

There being no further comments from the Township Committee, Deputy Mayor Holliday made a motion to adjourn the Regular Meeting at approximately 8:03 p.m.; seconded by Committeeman Kostoplis. Voice Vote: All Aye.

The next Township Committee Meeting will be held on May 11, 2020. It is anticipated the May 11<sup>th</sup> meeting will be held virtually using the Zoom platform.

Respectfully Submitted,

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MARIA CARRINGTON, TOWNSHIP CLERK

TOWNSHIP COMMITTEE MINUTES  
SPECIAL MEETING  
MAY 4, 2020

This Special meeting of the Township Committee of the Township of Bordentown was held virtually using Zoom due to the State of New Jersey's Shelter in Place order due to pandemic conditions.

PRESENT: Mayor Stephen Benowitz  
Deputy Mayor Eric Holliday  
Committeeman Eugene Fuzy  
Committeeman James Kostoplis  
Administrator Michael Theokas  
Chief Financial Officer Jeffrey Elsasser  
Clerk Maria Carrington  
Attorney Eileen Fahey

ABSENT: Committeeman Ken Mason

Mayor Benowitz called the meeting to order at approximately 1:00 p.m.

Roll Call was taken by Township Clerk Carrington.

Mayor Benowitz led a salute to the flag.

Township Clerk Carrington read the following Open Public Meeting Announcement:

This meeting is called pursuant to the provision of the Open Public Meeting Act. On May 1, 2020, a notice of this meeting was sent to the *Burlington County Times* and *The Times*. Additionally, a notice was posted to the website and on the bulletin board in the Municipal Building's lobby. Furthermore, a copy of the notice is available to the public and is on file in the office of the Township Clerk.

Proper notice having been given, the Township Clerk is directed to include this statement in the minutes of the meeting. The proceedings of this meeting although virtual are open to the public and are being electronically recorded and will act as the minutes of the meeting in conjunction with the abbreviated form of the minutes. Requisite minutes are kept for all meetings, whether open or closed to the public.

**Resolution #2020-109 entitled RESOLUTION OF THE TOWNSHIP OF BORDENTOWN, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, INSTITUTING A GRACE PERIOD CONCLUDING ON JUNE 1, 2020 FOR THE PAYMENT OF SECOND-QUARTER PROPERTY TAXES**

The Mayor briefly stated that this resolution is now authorized due to a recent Executive Order issued by the Governor which allowed the extension of the grace period for taxes.

Deputy Mayor Holliday made a motion to adopt Resolution #2020-109; seconded by Committeeman Fuzy. Roll Call Vote:

AYE: Committeeman Fuzy; Committeeman Kostoplis, Deputy Mayor Holliday, Mayor Benowitz  
NAY: None

**Public Participation**

Deputy Mayor Holliday made a motion to open the meeting for public participation; seconded by Committeeman Fuzy. Voice Vote: All Aye.

There being no public comment, Deputy Mayor Holliday made a motion to close the meeting to the public; seconded by Committeeman Fuzy. Voice Vote: All Aye.

Deputy Mayor Holliday made a motion to adjourn; seconded by Committeeman Kostoplis. Voice Vote: All Aye.

The next Regular Township Committee Meeting will be held on May 11, 2020. It will be held virtually using the Zoom platform.

Respectfully Submitted,

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MARIA CARRINGTON, TOWNSHIP CLERK

**TOWNSHIP OF BORDENTOWN  
RESOLUTION 2020-113**

**RESOLUTION AUTHORIZING AN AGREEMENT FOR MANAGEMENT OF POLICE  
OFF DUTY SERVICES BY JOBS4BLUE**

**WHEREAS**, the Bordentown Police Department regularly provides traffic control and security services by off-duty Officers to outside organizations operating in Bordentown and adjacent municipalities per Section 2.68.080 of the Bordentown Township Municipal Code and Shared Service Agreements; and

**WHEREAS**, it has been recommended by the Chief of Police that scheduling and financial arrangements for provision of this service would be most efficiently and equitably handled by a third party vendor who specializes in this service; and

**WHEREAS**, a vendor who currently handles scheduling of Officers for on-duty work, Jobs4Blue, has proposed a contract to provide the needed service for the off-duty work to include all scheduling as well as the collection of fees due to the Township, at no cost to the Township, by charging the outside organizations who request the service an administrative fee of seven (7%) percent of the costs charged and paid to the Township; and

**WHEREAS**, it has been determined that the maximum dollar amount that this contract would cause to be paid to the vendor is less than \$6,000 per year which is the minimum amount set by State regulations (NJAC 5:34-2.3) for municipalities with a Qualified Purchasing requiring multiple quotes thereby exempting this contract award from the need to obtain alternate quotes; and

**WHEREAS**, the Township of Bordentown has a Qualified Purchasing Agent.

**NOW, THEREBY, BE IT RESOLVED** by the Township Committee of the Township of Bordentown that the appropriate officials be authorized to execute an agreement between the Township of Bordentown and Jobs4Blue, 4400 US Highway 9, Freehold, NJ 07728 for a two-year period from the effective date of the agreement, subject to a 30-day cancellation provision, for off-duty Officer scheduling and collection of fees due to the Township for Police Traffic and Security services to outside organizations.



## PROFESSIONAL SERVICES AGREEMENT

Jobs4Blue offers Professional Services (“Services”) under the following terms and conditions (“Agreement”). This Professional Services agreement is entered as of \_\_\_\_\_ day of 202\_\_ (the Effective Date) between Jobs4Blue (hereinafter referred to as the Company) and \_\_\_\_\_ (hereinafter referred to as the Customer). By placing an order for Services, Customer and all outside vendors otherwise referred to as the Customer’s vendors agrees to be bound by the Agreement.

Services are governed exclusively by the terms of this Agreement. Subject to the terms and conditions hereof, the Customer hereby engages and appoints the Company to administrate the Customer's off duty services program. Therefore, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **TERM** – The term of this engagement shall commence on the Effective Date and continue unless terminated by either party. Either party may terminate this agreement upon thirty (30) days' prior written notice to the other party. If the Company should breach a material obligation under this Agreement, the Customer shall give the Company written notice of such breach and provide the Company with the opportunity to remedy any such breach within thirty (30) days of such notice. Failure to remedy any such breach within this time period will constitute sufficient grounds for termination without any further notice. Material obligations shall include, but are not limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance of Company's obligations under this Agreement; any breach of Company's representations and warranties; or termination or lapse of any insurance coverage or policy obligations.
2. **ENTIRE AGREEMENT** – This Agreement, including any exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered. Any additions, deletions or modifications shall not be binding on either party unless accepted or approved in writing by duly authorized representatives of both parties.
3. **SERVICES** – Customer engages Company to administrate the Customer's off duty program to include:
  - 3.1 Engagement with representatives, organizations and institutions desiring off duty assistance via phone, website, and email. The exchange of information includes but is not limited to; discussions



regarding program rules and rates, account setup in accordance with customer rules and scheduling expectations, method in which off duty detail requests are received and processed and any and all other pertinent information required for engagement success.

**3.2** Management of off duty payment processing in conjunction with Customer existing payroll system if desired. Company will provide payroll files, reports and payments to Customer on a cadence consistent with Customer's existing payroll process.

**3.3** Management of escrow and pre-payment accounts as well as invoicing and follow up of all Collection activities as necessary to ensure an effective payment processing system.

**3.4** Accept Customer credit risk and finance, at sole cost to Company, all financing float costs associated with invoicing process to Customer.

**3.5** All requests for extra-duty police services will be finalized in a written agreement between the Chief of Police or registered agent, Jobs4Blue and the individual or entity requesting such services. This contract will be managed by Jobs4Blue contracted by the Police Department to manage and schedule extra-duty services. The agreement shall specify, at a minimum, the following:

- (a) The scope of services to be provided, including a properly prepared and completed work zone safety plan in compliance with MUTCD and Township work zone regulations.
- (b) The commencement date of the police services to be provided
- (c) The hours of authorized operation
- (d) The number of officers requested, and total man-hours needed; and
- (e) The anticipated date when the need for police services will be completed.

**4. PAYMENT AND INVOICING TERMS** - The Customer's Vendor(s) agrees to pay the Company for Off Duty Administrative Services completed in accordance with the terms of this Agreement. In consideration for the rendering of administrative off duty services, the Company shall charge the Customer's Vendor(s) a scheduling fee of 7%. The scheduling fee will be applied to any off- duty revenue including officer pay, vehicle fees, and Customer scheduling fees.

**PAYMENT TO CITY:** Company will provide payments to the Customer via ACH bank transactions for officers pay and administrative fees collected on behalf of the Customer. The following data must be provided by the Customer.

- ACH Bank
- Account Type
- Routing #
- Account #



**5. PAYMENT TIMELINE** - Company will report officer pay and applicable administrative fees in accordance with the current schedule of the Customer's regular overtime payment reporting process. The ACH payroll processing period begins once a job is closed by the employee. At that time, Company requires ten (10) business days to validate and verify the respective job. Once verification is complete, the date on which the Customer's next payroll period commences is the date in which payment will be rendered. Any job falling outside of these parameters will result in Company issuing payment at the next or following pay period.

**6. SERVICE BENCHMARKS** – Company will provide and administer off duty services in accordance with professionally accepted industry standards.

**6.1** Company shall have the ability to engage with Customer and Customer's personnel to the extent required with respect to the fulfillment of services covered under this Agreement.

**6.2** If Company requires access (either on-site or remotely) to Customer's network or computer systems to perform such Services, Customer shall limit its use to those computer systems, files, software or services reasonably required to perform the Services.

**6.3** Company agrees to utilize best reasonable efforts under this Agreement and agrees that completion of the services covered within this Agreement is an essential part of this Agreement.

**6.4** Each party will hold the other party's Confidential Information in confidence and will not disclose any such Confidential Information to any third party without first obtaining the disclosing party's written consent. By way of illustration but not limitation, "Confidential Information" includes software, trade secrets, processes, formulas, source and object codes, scripts, data, programs, design, business plans, prices and costs, suppliers and customers and any information regarding the skills and compensation of the employees of the disclosing party.

**6.5** Customer agrees to provide and make available off duty officers to Company for assignment to special events and circumstances in response to requests from citizens or businesses that require off duty services. Should Customer be unable to fulfill an off-duty requirement by a vetted citizen or business, Company reserves the right to seek alternate off-duty services in accordance with Customer's existing list of approved departments that would typically handle such services. Alternate services can include but are not limited to; recruitment of off duty officers from neighboring and approved police departments, counties, communities or sheriff's offices as needed to fulfill said requests.

**6.6** Customer will provide reasonable working space and access to Customer facility as may potentially be required for the implementation and training required for the successful completion of said services.



**6.7** While at Customer facility or remote work of any kind, Company shall observe and follow all work rules, policies and standards of Customer including but not limited to, handling of intellectual property, security and all Customer facility protocol.

**6.8** Company shall provide a primary account manager responsible for understanding and delivering off duty services in accordance with Customer rules and processes.

**6.9** Company shall keep and maintain systematic records of all services purchased by Customer. Records can include but are not limited to; job details, payments, expenses, organizational profiles, and any financial records, procedures or documentation pertaining to Company's performance under the terms of this Agreement. Company shall preserve and maintain all records according to the longest of the following two periods:

In accordance with the record retention period mandated by any applicable law. In the event of a legal matter that requires preservation of certain records, Company shall suspend destruction of such records as requested by Customer or any authorized governmental body.

During the term of this Agreement, and thereafter, in accordance with applicable record retention, Customer shall have the right to inspect, copy and audit those records identified in this Section during regular business hours. This right shall include, but not be limited to the right to inspect, copy and audit any records that may pertain to invoice records, contracts with third parties and payment relating to said records.

**6.10** Company reserves the right to work with only credit worthy vendors/customers and stipulates the option to refuse services to those vendors/customers that are deemed non-credit worthy or those vendors/customers that reflect past due invoices (60) days or older.

**7. INDEPENDENT CONTRACTOR** - Customer acknowledges that the Company is an independent contractor that is responsible for all taxes and other expenses attributable to the rendering of off duty administrative services to Customer. This Agreement is not intended to and shall not be construed to; create a joint venture, partnership, or employer/employee relationship between said parties. Neither the Company nor its employees or agents shall look to Customer for vacation pay, sick leave, retirement benefits, social security, disability or unemployment insurance benefits, or other employee benefits; nor shall Customer, or their respective employees or agents look to Company for the same. Neither Company nor Customer shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.



**8. PROPRIETARY MATERIAL** – Customer does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to Company.

**9. LIMITATION OF LIABILITY** – Notwithstanding anything to the contrary of this Agreement, neither party shall be liable to the other for any special, indirect consequential, lost profits or punitive damages.

**10. DEFENSE AND INDEMNIFICATION** - Each employer of a police officer for extra duty must defend and indemnify the police officer, the Police Chief, the Police Department, the Bordentown Township Committee members, Bordentown Township and any agent, officer or employee thereof and save them harmless from and against any and all claims, actions, damages, liability and expenses, including but not limited to court costs and reasonable attorneys' fees, without regard to fault, in connection with or arising out of any acts or omissions by the Bordentown Township police officer in performing the extra duty subject to said employer's agreement with Bordentown Township or in connection with or arising out of that agreement between said employer and the Township of Bordentown or Bordentown Township Police Department for such extra-duty assignment.

## **11. VENDOR FINANCIAL OBLIGATIONS**

All credit-worthy Customer's Vendors are offered a maximum of N15 payment terms. Company accepts credit risk on all vendors and finances the financial float associated with such payment terms.

**11.1** Company reserves the right to deem any vendor non-credit worthy and require pre-payment from such vendor.

**11.2** A vendor designated as non-credit worthy has the option to pre-pay for all off-duty services via check, credit card or escrow account. Company can impose a 4% finance fee for the processing of associated credit card payments.

**11.3** Company reserves the right and ability to charge a late fee of 1.5% per month to a vendor on all invoices aged thirty (30) days and over.

**12. SEVERABILITY** – The provisions of this Agreement shall be deemed severable, and if any portion of the Agreement shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon both parties, unless to do so would clearly violate the present and legal intention of the parties hereto.



**13. INSURANCE** – Both parties specifically agree to maintain adequate insurance coverage for the off-duty services covered in this Agreement.

**14.1** At all times during performance of off-duty Services, Jobs4Blue shall secure and maintain in effect insurance to protect the Company from and against all claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement. Company shall provide and maintain in force insurance in limits no less that stated below, as applicable.

**14.2 COMMERCIAL LIABILITY INSURANCE** – Prior or during Agreement execution, Company will provide proof of Commercial Liability Insurance to Customer with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Three Million Dollars (\$3,000,000.00) general aggregate. The insurance certificate shall clearly state the provider name, coverage amount, policy number and provisions provided. Said policy shall be in effect for the duration of this Agreement. Insurance will be in effect with an insurance agency rated A-VII or higher in Best's Guide.

**14.3 PROFESSIONAL AND LIABILITY INSURANCE** – Prior or during Agreement execution, Company shall provide proof of Professional Errors and Omissions Liability Insurance with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of at least Three Million Dollars (\$3,000,000.00). The insurance certificate shall clearly state the provider name, coverage amount, policy number and provisions provided. Insurance will be in effect with an insurance agency rated A-VII or higher in Best's Guide.

**14.4** Employees of the City and/or Customer will not be covered under the Company's worker compensation insurance.

**15. SURVIVAL** - All sections inclusive of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

**16. NOTICE** – Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or via overnight courier, facsimile or first-class mail, certified with return receipt requested or email.



Notices to the Customer shall be delivered to:

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Notices to the Company shall be delivered to:

Jobs4Blue  
4400 US Highway 9  
Freehold, NJ 07728  
Attn: Jobs4Blue Operations Manager

**17. ASSIGNMENT** – This Agreement is not assignable or transferable by the Customer. This Agreement is not assignable or transferable by the Company without the written consent of the Customer, which consent shall not be unreasonably withheld or delayed.

**18. ENTIRE AGREEMENT – MODIFICATION** – This Agreement constitutes the entire and complete understanding between the parties hereto with respect to the subject of the Company's engagement by the Customer, as provided for herein; and supersedes any and all other understandings, negotiations or agreements relating hereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

**19. GOVERNING LAW-VENUE** – This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, USA without regards to the principles of conflicts of laws. Any action or proceeding arising from or relating to this Agreement must be brought to a superior court in the State of New Jersey.

**20. REVIEW OF AGREEMENT** – It is hereby acknowledged that the Customer has had ample opportunity to review and consider the Terms of this Agreement and to review this Agreement with Customer's counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that New Jersey law shall govern this Agreement and all matters dealt with herein, and to waive any other rights it may have, in consideration of the Agreement set forth herein.

**21. COUNTERPARTS** - Each individual executing this Agreement of a party hereto represents and warrants that such individual is duly and authorized to act on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations



hereunder. This Agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**22. FORCE MAJEURE** – Neither party shall be responsible for delays or failures (including any delay relative to prosecution of such services) if such delay arises out of causes beyond its control. Such causes can include, but are not limited to; acts of God, acts of terrorism, fires, floods, epidemics, riots, quarantined restrictions, strikes, freight, embargoes, earthquakes, electrical outages, severe weather or any other natural disaster.

IN WITNESS HEREOF, the parties hereto execute this Agreement as of the date set forth above.

**COMPANY – JOBS4BLUE**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CUSTOMER –** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

RESOLUTION #2020-114

RESOLUTION AUTHORIZING SUMMER HOURS OF OPERATION FOR THE TOWNSHIP OF BORDENTOWN

WHEREAS, the provisions of the Personnel Policy Manual may be amended and supplemented from time to time without notice and at the sole discretion of the Township Committee of the Township of Bordentown; and

WHEREAS, Town Hall's regular hours of operation, notwithstanding the "Stay at Home" Executive Order from the Governor of New Jersey, are from 8:30 AM to 4:30 PM Monday through Friday; and

WHEREAS, the Township Administrator recommends the Township Committee alter the hours of operation for the summer months.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bordentown that hours of operation for Town Hall will be from 8 AM to 5 PM Mondays through Thursdays and from 9 AM to 12 PM on Fridays starting on May 29, 2020 and ending on September 4, 2020.

BE IT FURTHER RESOLVED that starting Tuesday, September 8, 2020, Township Staff will resume the hours of 8:30 AM to 4:30 PM Monday to Friday.

RESOLUTION #2020-115

RESOLUTION ACCEPTING THE PROPOSAL FROM TUREK CONSULTING, LCC FOR MAINTENANCE AND MINOR REPAIRS OF THE VAPOR INTRUSION MITIGATION SYSTEM FOR 262 CROSSWICKS ROAD

WHEREAS, there is a need for maintenance and minor repairs of the Vapor Instruction Mitigation System for the property located at 262 Crosswicks Road owned by the Township of Bordentown; and

WHEREAS, Turek Consulting LLC has submitted a proposal of services for said purpose; and

WHEREAS, the Township Committee of the Township of Bordentown has determined that Turek Consulting LLC will best fulfill the needs of the Township at a price not to exceed \$4,815.00; and

WHEREAS, this is to certify to the Township Committee of the Township of Bordentown that funds for this resolution are available as follows:

BUDGET ACCOUNT	YEAR	COST	DETAIL
C-04-55-965-600	CAPITAL	\$4,815.00	Vapor Instruction Mitigation System Maintenance & Minor Repairs

\_\_\_\_\_  
JEFFREY C. ELSASSER  
CMFO/CTC/PURCHASING AGENT

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

The Township Administrator is hereby authorized enter into a contract with Turek Consulting LLC of 712 E. Main Street, Suite 1A, Moorestown, NJ 08057 for Vapor Intrusion Mitigation System Maintenance and Minor Repairs in an amount not to exceed \$4,815.00.



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***Turek Consulting, LLC***

712 E. Main Street, Suite 1A  
Moorestown, NJ 08057

Phone: 856-770-4755  
Fax: 856-206-9625  
E-mail: [fturek@turekconsultingllc.com](mailto:fturek@turekconsultingllc.com)

May 1, 2020

Mayor Stephen Benowitz  
Township of Bordentown  
1 Municipal Drive  
Bordentown, NJ 08505

Re: Township of Bordentown  
Public Works Expansion Project- **262 Crosswicks Road**  
Scope of Services & Cost Proposal  
**Vapor Intrusion Mitigation System Maintenance & Minor Repairs**  
**Block 92, Lot 9.02**  
TC-2020-08-B  
File #0304T165

Dear Mayor Benowitz:

**TUREK CONSULTING LLC** is pleased to submit our proposal for professional services related to the Vapor Intrusion Mitigation System Maintenance and Minor Repairs for the 262 Crosswicks Road Site. The system is currently not performing properly and needs re-evaluation to correct current issues. The data also indicates that there is a potential leak in the perimeter of the building or inside the building. The task of work is described below along with associated fees.

**Scope of Work**

**Task 1 – Vapor Intrusion Mitigation System Maintenance and Minor Repairs**

The Vapor Intrusion Mitigation System was inspected on March 13, 2020. Based on the data collected during the inspection, it was determined that some repair work is required to ensure the system is functioning properly. Turek Consulting, LLC, and our LSRP, will conduct a search for any potential leaks and generate a method to repair them before the Operation and Maintenance (O&M) report can be provided, which may involve rebalancing the system or sealing any leaks that are found. Additionally, the test points that could not be located during the initial inspection due to material stored on top of them will be retested at no additional cost.

In addition to the routine inspection tasks listed on the original cost proposal, the following tasks will be performed:

- Visually inspect the system and slab for vacuum leaks.
- A smoke test to check for slab perimeter leaks.
- Repairing slab and perimeter vacuum leaks.
- Cleaning and clearing of accessible test points.
- Installing new test points in locations where the original test points are no longer accessible.
- Rebalance the sub-slab vacuum through adjustment of gate valves.
- Adjust the speed of the blower after resealing of slab and perimeter is completed; and
- Operation and maintenance report.

***Engineering, Planning and Municipal Services***

Township of Bordentown  
May 1, 2020  
Page 2

***Project Fees***

**Task 1 – System Maintenance, Minor Repairs and Adjustments**

Project Management & Coordination	\$ 940.00
Project Oversight	\$1,025.00
System Maintenance, Minor Repairs and Adjustments	\$2,850.00
<b>Total</b>	<b>\$4,815.00</b>

This cost proposal is for minor system repairs and adjustments based on observations noted during the initial inspection. If a major problem is identified, such as a large hole in the foundation that cannot be fixed with relative ease, this will be noted in the O& M report and a separate proposal will be provided for major repairs.

Our office is prepared to begin work immediately upon receipt of your written authorization. We look forward to working with the Township on this project.

If you have any questions, please do not hesitate to contact our office.

Sincerely yours,

**TUREK CONSULTING, LLC**



Frederick J. Turek II, P.E., P.P. C.M.E.  
New Jersey Professional Engineer No. 42279

cc: Mayor and Committee; Michael Theokas, Administrator; Maria Carrington, RMC, Municipal Clerk;  
Jeffrey Elsasser, CFO; Dean Buhner, Director of Public Works

RESOLUTION #2020-116

APPROVING ROUTINE BUSINESS: PAYMENT OF BILLS

BE IT RESOLVED by the Township Committee of the Township of Bordentown that all of the bills listed to be paid on the list dated May 11, 2020, as submitted by the Office of Treasurer are hereby approved for payment and the Office of the Treasurer is directed to pay the same.