

# **AGENDA**

## **BOROUGH OF PEAPACK & GLADSTONE REGULAR MEETING January 26, 2016 7:30 P.M.**

The Meeting is called to order by Mayor Muller.

The adequate notice statement is read by the Borough Clerk.

### **SALUTE TO THE FLAG**

### **ROLL CALL**

CAMINITI, CORIGLIANO, LEMMA, SIMPSON, SMITH, SURIANO

### **MINUTES**

Mayor, I move that the reading of minutes be dispensed with and that the minutes of the Reorganization Meeting of January 4, 2016, stand approved as submitted by the Borough Clerk to the Mayor and Borough Council.

Mayor, I move that the reading of minutes be dispensed with and that the minutes of the Regular Meeting of January 12, 2016, stand approved as submitted by the Borough Clerk to the Mayor and Borough Council.

Mayor, I move that the reading of minutes be dispensed with and that the minutes of the Executive Session of January 12, 2016, for content only, stand approved as submitted by the Borough Clerk to the Mayor and Borough Council.

### **NON-AGENDA ITEMS**

Opportunity for public to inquire if matters they would like discussed but which do not appear on the agenda will be discussed this evening.

### **PRESENTATIONS**

Historic Preservation Commission

### **PETITIONS AND COMMUNICATIONS**

## **REPORTS OF BOROUGH OFFICERS FOR THE MONTH OF DECEMBER**

CHIEF OF POLICE: December report has been filed with the Borough Clerk.

CONSTRUCTION OFFICIAL: No report has been filed with the Borough Clerk.

ZONING OFFICIAL: No report has been filed with the Borough Clerk.

PUBLIC WORKS/SANITARY SEWER: No report has been filed with the Borough Clerk.

FIRE CHIEF: December report has been filed with the Borough Clerk.

JUDGE: December report has been filed with the Borough Clerk.

LIBRARY ADVISORY BOARD: No report has been filed with the Borough Clerk.

TAX COLLECTOR/CFO: No report has been filed with the Borough Clerk.

BOARD OF HEALTH: December report has been filed with the Borough Clerk.

LAND USE BOARD: No minutes have been filed with the Borough Clerk.

HISTORICAL PRESERVATION COMMISSION: Minutes have not been filed with the Borough Clerk.

ENVIRONMENTAL COMMISSION: Minutes have not been filed with the Borough Clerk.

GREEN TEAM ADVISORY COMMITTEE: No minutes have been filed with the Borough Clerk.

SHADE TREE COMMISSION: No minutes have been filed with the Borough Clerk.

OFFICE OF EMERGENCY MANAGEMENT: No report has been filed with the Borough Clerk.

RECREATION COMMISSION: No minutes have been filed with the Borough Clerk.

OPEN SPACE COMMITTEE: No minutes have been filed with the Borough Clerk.

TRAILS ADVISORY COMMITTEE: No minutes have been filed with the Borough Clerk.

FARMLAND PRESERVATION AND AGRICULTURAL COMMITTEE: No minutes have been filed with the Borough Clerk.

IT ADVISORY COMMITTEE: No minutes have been filed with the Borough Clerk.

Council comments on the reports:

## **COMMITTEE REPORTS**

### **FINANCE:** (Suriano/Corigliano)

1. RESOLUTION TO ADOPT CASH MANAGEMENT PROCEDURES
2. AUTHORIZING BOROUGH POLICE DEPARTMENT TO PARTICIPATE IN SOMERSET COUNTY PROSECUTOR'S OFFICE DWI PATROL SAFE PASSAGE GRANT – SUPER BOWL SUNDAY – FOR A MAXIMUM AMOUNT OF \$400

### **SANITATION/SEWER:** (Lemma/Smith)

No formal report as of now, but matters may arise for discussion during the meeting.

### **BOROUGH PROPERTY:** (Simpson/Smith)

1. Discuss the Miles for Matheny property use application
2. Discuss dates for Recreation property use

### **FIRE/INFORMATION SYSTEMS:** (Lemma/Caminiti)

No formal report as of now, but matters may arise for discussion during the meeting.

### **POLICE:** (Corigliano/Simpson)

RESOLUTION TO APPOINT ADAM CARUSO TO THE POSITION OF FULL TIME PROBATIONARY POLICE OFFICER WITH A SALARY OF \$40,963

### **ROADS/TRANSPORTATION:** (Caminiti/Suriano)

No formal report as of now, but matters may arise for discussion during the meeting.

### **LEGAL:** (John E. Bruder, Esq.)

No formal report as of now, but matters may arise for discussion during the meeting.

## **MISCELLANEOUS COUNCIL BUSINESS**

1. AN ORDINANCE AMENDING CHAPTER IX ENTITLED "PERSONNEL POLICIES" APPENDIX A ENTITLED "BOROUGH OF PEAPACK & GLADSTONE PERSONNEL POLICIES, PROCEDURES, AND REGULATIONS" ARTICLE VII ENTITLED "MISCELLANEOUS RULES AND REGULATIONS" SO AS

TO ESTABLISH SECTION 8 ENTITLED "USE OF VEHICLES POLICY FOR BOROUGH PERSONNEL"  
OF THE BOROUGH CODE OF THE BOROUGH OF PEAPACK & GLADSTONE (PLACED ON AGENDA  
BY ADMINISTRATOR)

- a. INTRODUCTION RESOLUTION
2. PERSON TO PERSON TRANSFER OF PLENARY RETAIL DISTRIBUTION LICENSE, 1815-44-004-007 GLADSTONE LIQUORS, INC. OWNED BY DEBRA J. FERRARA LOCATED AT 258 MAIN STREET, STORE NUMBER 5, GLADSTONE, NEW JERSEY, TO STEPHEN J. STURGES (PLACED ON AGENDA BY ADMINISTRATOR)
3. AUTHORIZING THE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF BEDMINSTER AND THE BOROUGH OF BERNARDSVILLE FOR THE ESTABLISHMENT AND OPERATION OF A SHARED MUNICIPAL COURT (PLACED ON AGENDA BY ADMINISTRATOR)
4. Mayor's Appointment, with the advice and consent of Council, of Jamie Murphy to the Agricultural Advisory Committee for the unexpired term of Luke Sladicka term expires December 31, 2016. (PLACED ON AGENDA BY ADMINISTRATOR)

## **PUBLIC COMMENTS**

## **EXECUTIVE SESSION**

### **AUDITING OF CLAIMS**

Mayor, I move that the payment of Interim Claims be approved and that all vouchers submitted this date, as per voucher list, be paid after proper audit.

## **ADJOURNMENT**

finance 1

**BOROUGH OF PEAPACK & GLADSTONE  
RESOLUTION NO.**

**RESOLUTION TO ADOPT CASH MANAGEMENT PROCEDURES**

WHEREAS, the Prompt Payment Law was enacted as P.L. 2006 c.96; and

WHEREAS, this law establishes timing standards for the payment of obligations under a wide range of construction-related contracts; and

WHEREAS, the Cash Management Procedures also pertain to the receipt of payment to the Borough and the processing there of, and

WHEREAS, the Finance Office developed the attached Cash Management Procedures; and

WHEREAS, the Borough Attorney has reviewed and verified the Cash Management Procedures comply with the Prompt Payment Law.

NOW, THEREFORE BE IT RESOLVED, that the attached Cash Management Procedures are hereby adopted by the Borough Council of the Borough of Peapack & Gladstone and should be implemented by all Borough Employees commencing with the adoption of this resolution.

<b>Introduced</b>	<b>Seconded</b>	<b>Borough Council</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
		Gian-Paolo Caminiti				
		Mark Corigliano				
		Donald Lemma				
		T. William Simpson				
		Royal Smith				
		Anthony Suriano				

Adopted: January 26, 2016

\_\_\_\_\_  
HECTOR HERRERA  
BOROUGH CLERK

\_\_\_\_\_  
WILLIAM MULLER  
MAYOR

# **BOROUGH RECEIVABLE PROCESS**

## **GENERAL**

1. Payments that are received by the Borough must be either deposited or returned to the sender within 48 hours.
2. If the payment is to be deposited a transmittal must accompany each payment to detail what the payment is for. If the department head wishes, they may include a copy of the transmittal to be signed and returned by the Finance Office.
3. Any cash, \$20 bills or greater, brought into the Borough offices should be brought to the Finance office to be scanned before it is marked as received and a receipt is issued. \*\*See the cash section of this document for more detailed information on cash handling.
4. Payments are brought to the Finance office and placed in the basket labeled "DEPOSIT".
5. Deposits should be processed by one employee and reviewed and taken to the bank by a different employee whenever possible.

## **CHECKS**

1. Please be aware of how a check is made out.
  - a. Does it have a current date?
  - b. Is it made out to the Borough?
  - c. Do both the numerical amount and the written amount match down to the cents?
  - d. Is it signed?

## **CASH**

1. If there is any cash that adds up to more than \$20, it must be counted by 2 different people.
2. Any cash bills should also be inspected to be sure they are not counterfeit money. Various ways to detect counterfeit money, according to the US Secret Service, can be found at [http://www.secretservice.gov/money\\_detect.shtml](http://www.secretservice.gov/money_detect.shtml) or see Appendix A.
3. Any bills \$20 or higher must be scanned prior to acceptance with the counterfeit money detector. See Appendix B for instructions on its use.
4. If you receive a counterfeit bill:
  - a. Contact your local police department or [United States Secret Service field office](#). These numbers can be found on the inside front page of your local telephone directory.
  - b. Do not return it to the passer.
  - c. Delay the passer if possible.
  - d. Observe the passer's description, as well as that of any companions, and the license plate numbers of any vehicles used.
  - e. Write your initials and the date in the white border areas of the suspect note.
  - f. Limit the handling of the note. Carefully place it in a protective covering, such as an envelope.
  - g. Surrender the note or coin only to a properly identified police officer or a U.S. Secret Service special agent.

## **DIRECT WITHDRAWAL**

1. Direct withdrawal is available through the Borough for both Sewer payments as well as Tax payments.
2. Authorization Agreements are available on the Borough's website. The Deputy Tax Collector also has copies available in the office.
3. In order to start Direct Withdrawal you must first fill out an Authorization Agreement, making sure to check off the 'New Authorization' line.

- a. If a homeowner wishes to sign up for both Sewer and Tax Direct Withdrawal, two different forms must be filled out.
4. Once a form is filled out, and the original returned to the Tax office, the Deputy Tax Collector enters the Routing Number, Account Number & whether or not it is a checking account to Edmunds.
  - a. There is a section titled 'Additional' under both the Tax Account screen and the Sewer Account screen. Depending on which payment the homeowner wishes to have Direct Withdrawn would decide which screen to enter this information under.
5. The homeowner's email address is also added to a list, which corresponds with the type of Direct Withdrawal they signed up for (Taxes, Residential Sewer or Commercial Sewer), in the Deputy Tax Collector's email address book.
  - a. The email address is necessary to send out the reminder email a week before the Direct Withdrawal is initiated.
6. The last place the homeowner's information is on the Bank's website in the ACH Batch.
7. One week before the payment is due to be withdrawn, a reminder email is sent out, by the Deputy Tax Collector, to all homeowner's enrolled.
  - a. At this time, if they wish to end the Direct Withdrawal, they would have to fill out the same Authorization Agreement they did to enroll, only this time checking off the 'Cancellation' line.
  - b. This also gives the homeowner a chance to change the information (Account Number, Routing Number, etc.) that they originally used to enroll.
8. The Deputy Tax Collector also gets the Edmunds Batch and the ACH Batch on the Bank's website ready. They double check that all the amounts along with the Account/Routing numbers are correct.
9. On the due date, the Bank ACH Batch is initiated (by the CFO or Deputy Tax Collector?)
10. Once the Batch has cleared and is deposited into the Borough's Bank Account, the Deputy Tax Collector updates the Edmunds Batch.
11. If a payment is charged back due to insufficient funds, the payment is backed out of the Edmunds system and the account is charged a \$20 fee.

### **PROCESSING TAX PAYMENTS**

1. Payments are either brought in or mailed in to the Finance office. The Deputy Tax Collector stamps the payment with the date it was received. Postmarks are not accepted. A stub should have been included with the payment. A stub is a small piece of paper that has the year, quarter, property location and amount being applied written on it, as well as a barcode that makes posting the payment a little easier. If a stub is not included one should be written up using the same format as a printed stub.
2. The Deputy Tax Collector posts the payment on Edmunds using the "Payment Window" routine. During this process checks & stubs are validated.
3. The stubs and checks are added up separately to make sure all the totals balance.
4. Stubs are stapled together with all the papers that print out from the batch, except the last and third to last pages. The batch is then updated.
5. A deposit is now processed with the remote deposit scanner that automatically deposits the checks to PG Bank. The Deputy Tax Collector goes onto the scanner website and scans the checks through. (See Appendix C) The checks are kept in a locked cabinet by the Borough.
6. In the event that there is cash (or for some reason the deposit is unable to be made with the scanner) the Deputy Tax Collector would have to write up a deposit slip. The deposit slip is paper clipped with the checks and the last & third to last pages and placed in the deposit basket.
7. The CFO/Tax Collector reviews the batch and brings the deposit to the bank.

## **PROCESSING SEWER PAYMENTS**

1. Payments are either brought in or mailed in to the Finance office. The Deputy Tax Collector stamps the payment with the date it was received. Postmarks are not accepted. A stub should have been included with the payment. A stub is a small piece of paper that has the year, quarter, property location and amount being applied written on it, as well as a barcode that makes posting the payment a little easier. If a stub is not included one should be written up using the same format as a printed stub.
2. The Deputy Tax Collector posts the payment on Edmunds using the “Payment Window” routine. During this process checks & stubs are validated.
3. The stubs and checks are added up separately to make sure all the totals balance.
4. Stubs are stapled together with all the papers that print out from the batch, except the last and third to last pages. The batch is then updated.
5. A deposit is now processed with the remote deposit scanner that automatically deposits the checks to PG Bank. The Deputy Tax Collector goes onto the scanner website and scans the checks through. (See Appendix C) The checks are kept in a locked cabinet by the Borough.
6. In the event that there is cash (or for some reason the deposit is unable to be made with the scanner) the Deputy Tax Collector would have to write up a deposit slip. The deposit slip is paper clipped with the checks and the last & third to last pages and placed in the deposit basket.
7. The CFO/Tax Collector reviews the batch and brings the deposit to the bank.

## **CURRENT FUND RECEIPTS**

1. The Assistant Treasurer takes the payments and transmittals out of the Deposit basket and posts them on Edmunds using the “Cash Receipts Batch” routine. This routine does not validate the checks like the “Payment Window” batch does. The checks must be stamped with endorsement stamps instead.
2. It is up to the department head if they would like to include a copy of the transmittal with the deposit to be signed and returned to their department. The Clerk’s office is the only department at this point in time that requests that. The other copy is kept with the deposit.
  - a. Most, if not all, of the payments from the Clerk’s office are deposited in the current fund. The most common deposits received from this office are:
    - i. Marriage Certificates & Copies
    - ii. Death Certificates & Copies
    - iii. Rent Payments
    - iv. Parking Permits
    - v. Garage Sale Permits
    - vi. Limo Licenses
    - vii. LUB Application Fees
    - viii. Photocopies
    - ix. OPRA Requests
  - b. The payments from the Construction office, the Court office and the Police Department get split up between Current Fund and Trust Accounts. The payments for the following accounts have their own line in the Current Fund:
    - i. Construction Office
      1. Zoning
      2. Fire Prevention
    - ii. Court Office
      1. Fines & Costs



2. Interest on Main Account
3. Interest on Bail Account
- iii. Police Department
  1. FID Card
  2. Crash Reports
  3. Alarm Permits
  4. Discovery
  5. Permits to Purchase
3. The assistant treasurer writes up a deposit slip for each batch, making sure the account on the deposit slips corresponds with the account on the computer. The deposit slip, checks, transmittals and the paper(s) that printed out from the batch are paper clipped together and placed back into the deposit basket.
4. Once the CFO has looked over the batches that were created on Edmunds and as found them to be correct, they are then brought to the bank and deposited. If the CFO is absent, the Assistant Treasurer would perform this task.

### **TRUST ACCOUNTS**

1. Payments are brought to the finance office and placed in the basket labeled “DEPOSIT”.
2. The Assistant Treasurer takes the payments and transmittals out of the basket and posts them on Edmunds using the “Cash Receipts Batch” routine. This routine does not validate the checks like the “Payment Window” batch does. The checks must be stamped with endorsement stamps instead.
3. It is up to the department head if they would like to include a copy of the transmittal with the deposit to be signed and returned to their department. The other copy is kept with the deposit.
  - a. The payments from the Construction office, the Court office and the Police Department get split up between Current Fund and Trust Accounts. The payments for the following accounts have their own line in the Trust Accounts:
    - i. Construction Office – Deposited into the Inspection Fee Trust
      1. DCA Fees
      2. Borough’s Construction Fee
    - ii. Court Office – Deposited into the General Escrow Trust
      1. P.O.A.A.
    - iii. Police Department – Deposited into the General Escrow Trust
      1. Outside Duty
4. Once the CFO has looked over the batches that were created on Edmunds and as found them to be correct, they are then brought to the bank and deposited. If the CFO is absent, the Assistant Treasurer would perform this task.

### **RECORDING OF DEPOSITS**

1. After each batch (Tax, Sewer, Current Receipts and Trust Account) is updated and finalized the amounts are entered into corresponding Excel spreadsheets by the Assistant Treasurer.
2. These spreadsheets are used later to balance each account by the CFO.
3. Monthly Excel reports should be verified against the Edmunds system.

### **REPORT OF DEPOSITS TO COUNCIL**

1. A monthly report is created by the CFO and presented to the Council.

2. This report consists of the money received in the two operating budgets; Current Fund and the Sewer Operating Fund.
3. Trust Account reports are available upon request to/by the Council.

## **EXPENDITURE OF FUNDS**

### **GENERAL**

1. In order to expend funds for goods or services provided to the Borough, a procedure must be followed.
  - a. When it is decided that the Borough needs something a Quote must first be obtained by the vendor.
    - i. There is a \$2,000 threshold for each Quote. If the Quote received is above \$2,000, the employee must get 1 or 2 other Quotes from other Vendors for the same service to be reviewed.
    - ii. If there is a new vendor, a W9 form filled out by the Vendor as well as a Business Registration Certificate (BRC) must be obtained.
      1. Once these 2 forms are received, the Purchasing Clerk can create a Vendor on Edmunds.

### **REQUISITION**

1. Once the Quote is considered acceptable and the vendor is on the computer a Requisition must be created. The Requisition is turned in to the Deputy Treasurer for review.
2. If the Requisition is acceptable the Requisition is then turned into a Purchase Order using a process on Edmunds.

### **PURCHASE ORDER**

1. The Purchase Order must be signed by the Purchasing Clerk, the CFO and the Borough Administrator prior to any order or work to be done.
2. Once the Purchase Order has been signed by all 3 people, the product may be ordered through the Vendor.
3. The pink copy of the Purchase Order is given to the department head, the voucher copy is sent to the vendor to initiate the order. The other parts of the Purchase Order along with any quotes/contracts are kept in the Finance Office.
4. When the product arrives the packing slip and any invoices go directly to the Purchasing Clerk.
5. When the invoice/bill is received, the Purchase Order has been signed by the Vendor, and the Department Head verified that the work was done or the product was received, the Purchase Order can be paid. In order to do this the Purchase Order is stapled together with the invoice/packing slip/quote and any other paperwork related to this order.
6. The Purchase Order is sent to a Council Meeting to be signed by a Council Member and the Mayor.
7. Now that the Council Member and Mayor have signed the Purchase Order a Check may be issued.

## **CHECK PRINTING/PROCESSING**

1. All checks are processed by the Deputy Treasurer to be entered on the Edmunds system.
2. Current Fund, Sewer Operating, Developers Escrow and Recreation checks should be computer printed whenever possible. If not, a manual check can be issued but must be entered on the Edmunds system.
3. All other Trust account checks are hand written with the amount stamped on it using the Paymaster Ribbon Writer on the counter and entered on the Edmunds system.
4. After the bills are approved by the council, and the checks are written, they must be signed by the Mayor, CFO and Administrator.
5. The checks are then mailed to the Vendor along with the Vendor's copy of the Purchase Order.
6. The check stub is stapled to the Purchase Order or the check number is written on the Purchase Order.

## **BANK RECONCILIATION/GENERAL LEDGER**

### **BALANCING OF ACCOUNTS (BANK RECONCILIATION)**

1. When the monthly, or quarterly for some accounts, Bank Statements come in the interest that was accrued on the account is added to Edmunds by the Assistant Treasurer and verified/updated by the CFO.
2. Receipt and check registers are printed for each month from Edmunds.
3. The CFO then reconciles each bank account using the Edmunds reports, Bank Statements, as well as the Excel spreadsheets.
4. After the accounts have been reconciled, the reports and any back up are inserted in the corresponding account binder.

### **GENERAL LEDGER OF ALL TRANSACTIONS**

1. Shall be maintained in accordance to State Law by the CFO for all Bank accounts.
2. Balance sheets are maintained in Excel format on a monthly basis, however, Edmunds maintains the balance sheets on a daily basis if needed.
3. Each month journal entries are made on the General Ledger recording non-cash transactions.

**BOROUGH OF PEAPACK & GLADSTONE  
RESOLUTION NO.**

AUTHORIZING BOROUGH POLICE DEPARTMENT TO PARTICIPATE IN SOMERSET COUNTY PROSECUTOR’S OFFICE DWI PATROL SAFE PASSAGE GRANT – SUPER BOWL SUNDAY – FOR A MAXIMUM AMOUNT OF \$400

WHEREAS, the Somerset County Prosecutor’s Office has made available funds for its Safe Passage Grant – Super Bowl Sunday – providing Police Departments to conduct enhanced enforcement patrols on February 7, 2016, through February 8, 2016, looking for impaired driving violations between the hours of 6 p.m. and 2 a.m. for two four-hours patrols for a total of 8 hours at \$50 per hour for a maximum amount of \$400.

WHEREAS, the Borough of Peapack & Gladstone Police Department wish to take advantage of this grant.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council do hereby approve the submission of said grant application.

<b>Introduced</b>	<b>Seconded</b>	<b>Borough Council</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
		Gian-Paolo Caminiti				
		Mark Corigliano				
		Donald Lemma				
		T. William Simpson				
		Royal Smith				
		Anthony Suriano				

Adopted: January 26, 2016

police 2

**BOROUGH OF PEAPACK & GLADSTONE  
RESOLUTION NO.**

RESOLUTION TO APPOINT ADAM CARUSO TO THE POSITION OF FULL TIME PROBATIONARY POLICE OFFICER WITH A SALARY OF \$40,963

WHEREAS, the Police Department has expressed a need to replace a full time police officer who retired February 28, 2015; and

WHEREAS, the Borough Police Committee has investigated the level of staffing in the Police Department; and

WHEREAS the Borough has previously sought and solicited qualified candidates for the position of Special Officer II, and

WHEREAS, Adam Caruso was selected as the most qualified candidate, and has been deemed by the Chief of Police as performing in an exemplary manner.

NOW, THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Peapack & Gladstone it hereby appoints Adam Caruso to the position of full time probationary police officer at an annual salary of \$40,963 with an anticipated starting date on or about January 27, 2016.

<b>Introduced</b>	<b>Seconded</b>	<b>Borough Council</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
		Gian-Paolo Caminiti				
		Mark Corigliano				
		Donald Lemma				
		T. William Simpson				
		Royal Smith				
		Anthony Suriano				

Adopted: January 26, 2016

**BOROUGH OF PEAPACK & GLADSTONE  
ORDINANCE NO.**

AN ORDINANCE AMENDING CHAPTER IX ENTITLED “PERSONNEL POLICIES” APPENDIX A ENTITLED “BOROUGH OF PEAPACK & GLADSTONE PERSONNEL POLICIES, PROCEDURES, AND REGULATIONS” ARTICLE VII ENTITLED “MISCELLANEOUS RULES AND REGULATIONS” SO AS TO ESTABLISH SECTION 8 ENTITLED “USE OF VEHICLES POLICY FOR BOROUGH PERSONNEL” OF THE BOROUGH CODE OF THE BOROUGH OF PEAPACK & GLADSTONE

NOW THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Peapack & Gladstone in the County of Somerset and State of New Jersey that Chapter IX of the Borough Code of the Borough of Peapack & Gladstone, Appendix A entitled “Borough of Peapack & Gladstone Personnel Policies, Procedures, and Regulations,” Article VII Entitled “Miscellaneous Rules and Regulations” ” is hereby amended so as to establish a new section, numbered as 8, entitled “Use Of Vehicles Policy For Borough Personnel” as follows:

**All additions Article VII of the Appendix A of Chapter IX of the Borough Code of the Borough of Peapack & Gladstone are set forth in boldface; any deletions are set forth in italics; pre-existing language and fees are not highlighted in any way**

**8. Use of Vehicles Policy For Borough Personnel**

**Peapack & Gladstone owned vehicles shall be used only on official business and all passengers must be on official business. An employee who is also employed by another governmental entity may use a Peapack & Gladstone vehicle for that employment only if the employment is pursuant to an inter-local agreement between Peapack & Gladstone and the other governmental entity.**

**Vehicles may be taken home only with the advance approval of the Administrator. A Department Head may also grant temporary approval to facilitate responses to after-hours emergency calls. When an employee takes home a Peapack & Gladstone vehicle, it is to be used only for official business; any other use is not permitted. At no time shall children be in the Peapack & Gladstone vehicle when responding to an emergency. Any violation of this policy constitutes cause for disciplinary action.**

**SECTION II**

This ordinance shall take effect upon final passage and publication according to law.

**SECTION III**

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency, by specific action of the Council.

#### SECTION IV

If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to this section, paragraph, subdivision, clause or provision and the remainder of this ordinance shall be deemed valid and effective.

Introduced:

Adopted:

miscellaneous 1

**BOROUGH OF PEAPACK & GLADSTONE  
RESOLUTION NO.**

RESOLVED that the annexed:

Vehicle Use Policy

ORDINANCE is introduced and that the Clerk now reads publicly the title of the same as follows:

AN ORDINANCE AMENDING CHAPTER IX ENTITLED "PERSONNEL POLICIES" APPENDIX A ENTITLED "BOROUGH OF PEAPACK & GLADSTONE PERSONNEL POLICIES, PROCEDURES, AND REGULATIONS" ARTICLE VII ENTITLED "MISCELLANEOUS RULES AND REGULATIONS" SO AS TO ESTABLISH SECTION 8 ENTITLED "USE OF VEHICLES POLICY FOR BOROUGH PERSONNEL" OF THE BOROUGH CODE OF THE BOROUGH OF PEAPACK & GLADSTONE

BE IT FURTHER RESOLVED, that the said pending ordinance be passed on first reading and advertised as required by statute fixing February 9, 2016, at 7:30 p.m. prevailing time on said day as the time and the Council Meeting Room at 1 School Street, Peapack NJ as the place for hearing and final action.

FURTHER RESOLVED that the Borough Clerk shall forthwith post on the bulletin board in the Borough Municipal Building at 1 School Street, a true copy of said ordinance and make copies available to members of the general public and spread the same upon the minutes of the meeting.

<b>Introduced</b>	<b>Seconded</b>	<b>Borough Council</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
		Gian-Paolo Caminiti				
		Mark Corigliano				
		Donald Lemma				
		T. William Simpson				
		Royal Smith				
		Anthony Suriano				

Adopted: January 26, 2016



**BOROUGH OF PEAPACK & GLADSTONE  
RESOLUTION NO.**

PERSON TO PERSON TRANSFER OF PLENARY RETAIL DISTRIBUTION LICENSE, #1815-44-004-007 GLADSTONE LIQUORS, INC. OWNED BY DEBRA J. FERRARA LOCATED AT 258 MAIN STREET, STORE NUMBER 5, GLADSTONE, NEW JERSEY, TO STEPHEN J. STURGES (PLACED ON AGENDA BY ADMINISTRATOR)

WHEREAS, an application for a person to person transfer of the Plenary Retail Distribution Liquor License #1815-44-004-007 (inactive) currently held by Gladstone Liquors, Inc., located at 258 Main Street, Store Number 5, Gladstone, New Jersey has filed for a person-to-person transfer to Stephen J. Sturges; and

WHEREAS, the application submitted is completed in all respects, the transfer fees have been paid. The investigation was conducted and satisfactorily approved by the Borough of Peapack and Gladstone Police Department. A copy of the report will be sent to the NJ Division of Alcoholic Beverage Control Commission, Enforcement Bureau and revealed the following:

1. The buyer’s principals are qualified to hold New Jersey Class C alcoholic beverage licenses; and,
2. The source of funding for the transfer transactions have been verified as originating from identifiable and legitimate sources.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Peapack & Gladstone does hereby approve, effective January 26, 2016, the transfer of the aforesaid Plenary Retail Distribution License from Gladstone Liquors, Inc, operating at 258 Main Street, Store Number 5, Gladstone, NJ, owned by Debra J. Ferrara, to Stephen Sturges.

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of Peapack and Gladstone does hereby direct the Borough Clerk to endorse the license certificate to the new ownership as follows: “This license, subject to all its terms and conditions, is hereby transferred to Gladstone Liquors, Inc.-Debra J. Ferrara at the location of 258 Main Street, Store Number 5, Gladstone, New Jersey.

FURTHER RESOLVED, that said license number shall become #1815-44-004-008; and

FURTHER RESOLVED, that the Borough Clerk is hereby authorized to transmit a certified copy of this resolution to the Director of the Division of Alcoholic Beverage Control.

<b>Introduced</b>	<b>Seconded</b>	<b>Borough Council</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
		Gian-Paolo Caminiti				
		Mark Corigliano				
		Donald Lemma				
		T. William Simpson				
		Royal Smith				
		Anthony Suriano				

Adopted: January 26, 2016

**BOROUGH OF PEAPACK & GLADSTONE  
RESOLUTION NO.**

AUTHORIZING THE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF  
BEDMINSTER AND THE BOROUGH OF BERNARDSVILLE FOR THE  
ESTABLISHMENT AND OPERATION OF A SHARED MUNICIPAL COURT

WHEREAS, the Township of Bedminster (the “Township”) and the Borough of Peapack & Gladstone and the Borough of Bernardsville (the “Boroughs”) have reviewed their needs, resources and personnel and have found that they can assist each other at considerable savings to the tax payers of each municipality by establishing and operating a shared municipal court; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., any municipality of the State of New Jersey may contract with any other municipality for the shared provision within their several jurisdictions of any service that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1(c), two or more municipalities, by resolution, may agree jointly to provide for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

WHEREAS, in a Shared Municipal Court, each Court retains its own identity; and

WHEREAS, the Shared Municipal Court shall be operated as three separate courts, pursuant to which Bedminster is the host municipality and provides the services described in this Agreement to Peapack & Gladstone and Bernardsville; and

WHEREAS, the Shared Services Agreement, in the form attached hereto and made a part hereof, was negotiated and agreed to by the Township and the Boroughs, which establishes a municipal court and provides for the sharing of court facilities and court staff including the municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel; and

WHEREAS, the Township and the Boroughs have negotiated a Shared Services Agreement, which is attached hereto and made a part hereof; and

WHEREAS, the Shared Services Agreement has been reviewed by the Borough Attorney, along with representatives of the Borough; and

WHEREAS, the Shared Services Agreement has been reviewed by the Honorable Yolanda Ciccone, A.J.S.C., and approved same with terms and conditions set forth in a letter dated January 6, 2016; and

WHEREAS, the Borough Council of the Borough of Peapack & Gladstone finds it to be in the best interest of the Borough and its residents to enter into this Shared Services Agreement with the Township and Borough of Bernardsville for the establishment and operation of a shared municipal court.

COMMENCING MARCH 1, 2016, NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Peapack & Gladstone, in the County of Somerset, and State of New Jersey, as follows:

1. There shall be established a shared municipal court servicing the Township of Bedminster and Borough of Peapack and Gladstone and Borough of Bernardsville, subject to compliance with the terms and conditions of the January 6, 2016 approval of Honorable Yolanda Ciccone, A.J.S.C.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached Shared Services Agreement with the Township of Bedminster and the Borough of Bernardsville, which Agreement sets forth the terms and conditions for the operation of the shared municipal court, including the sharing of court facilities and court staff including the municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel.
3. The Borough Clerk/Administrator, Borough Attorney and other appropriate Township officials are further authorized to take any and all action required to comply with this Agreement.
4. This Resolution shall take effect immediately upon adoption, and the adoption of the appropriate mechanism approving the Shared Services Agreement adopted by the Borough.

<b>Introduced</b>	<b>Seconded</b>	<b>Borough Council</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
		Gian-Paolo Caminiti				
		Mark Corigliano				
		Donald Lemma				
		T. William Simpson				
		Royal Smith				
		Anthony Suriano				

Adopted: January 26, 2016

**SHARED SERVICES AGREEMENT FOR A SHARED MUNICIPAL COURT  
BETWEEN THE TOWNSHIP OF BEDMINSTER, THE BOROUGH OF PEAPACK  
AND GLADSTONE AND THE BOROUGH OF BERNARDSVILLE PURSUANT TO  
N.J.S.A 2B:12-1 ET. SEQ.**

**THIS AGREEMENT IS BETWEEN**

**THE TOWNSHIP OF BEDMINSTER**, a municipal corporation of the State of New Jersey whose address is One Miller Lane, Bedminster, New Jersey 07921, hereinafter referred to as "Bedminster",

AND

**THE BOROUGH OF PEAPACK AND GLADSTONE**, a municipal corporation of the State of New Jersey, whose address is 1 School Street, P.O. Box 218, Peapack, New Jersey 07977, hereinafter referred to as "Peapack and Gladstone."

AND

**THE BOROUGH OF BERNARDSVILLE**, a municipal corporation of the State of New Jersey, whose address is 166 Mine Brook Road, Bernardsville, New Jersey 07924, hereinafter referred to as "Bernardsville."

**WITNESSETH:**

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1, et seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities for the shared provision within their several jurisdictions of any service that any party to the agreement is empowered to provide within its own jurisdiction; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1.c, two or more municipalities, by ordinance or resolution, may agree jointly to provide for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1.c, Bedminster adopted the appropriate resolution establishing a municipal court, and providing for the sharing of court facilities and court staff including the municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel hereinafter referred to as a "Shared Municipal Court"; and

**WHEREAS**, in a Shared Municipal Court, each Court retains its own identity; and

**WHEREAS**, Bedminster and Peapack-Gladstone desire to terminate the prior "Shared Services Agreement for A Shared Municipal Court Between the Township of Bedminster and Borough of Peapack and Gladstone pursuant to N.J.S.A. 2B: 12-1 et seq." entered and executed by Bedminster on October 20, 2014, and Peapack and Gladstone on October 23, 2014, and replace it with this Agreement by the addition of Bernardsville as a party which sets forth the rights and obligations of all parties from this date hence, and

**WHEREAS**, the Shared Municipal Court shall be operated as three separate courts, where Bedminster is the host and provides the services described in this Agreement to Peapack and Gladstone and Bernardsville; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1.c, Peapack and Gladstone adopted the appropriate resolution agreeing to sharing of the Bedminster court facilities and court staff including the applicable municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-1.c, Bernardsville adopted the appropriate resolution agreeing to sharing of the Bedminster court facilities and court staff including the applicable municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel; and

**WHEREAS**, Bedminster, Peapack and Gladstone and Bernardsville desire to enter into a Shared Services Agreement to establish all obligations in connection with the use of shared court facilities and court staff, provide for shared court sessions and the performance of all Peapack and Gladstone and Bernardsville court functions.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and considerations contained herein, Bedminster and Peapack and Gladstone and Bernardsville, do hereby mutually agree as follows:

**ARTICLE I – SCOPE OF SERVICES:**

- A. Bedminster agrees to provide those facilities and services necessary for the operation of a municipal court including but not limited to a courtroom, chambers, office space, equipment, supplies, file storage and employees, to serve as Peapack and Gladstone's and Bernardsville's Municipal Court. Peapack and Gladstone and Bernardsville shall provide Bedminster with compensation for this shared service as provided in Articles III and XIII below.
- B. Bedminster and Peapack and Gladstone and Bernardsville agree to utilize the existing Township of Bedminster Municipal Court facility located at 45 Miller Lane, Bedminster, New Jersey 07921, for the conduct of all activities related to the operation of the Shared Municipal Court.

- C. Municipal Court Judge. Bedminster and Peapack and Gladstone and Bernardsville shall work together in an effort to appoint one municipal court judge by the process set forth in Article I, Section G herein, in accordance and compliance with N.J.S.A. 2B:12-4. However, in the event the municipalities are unable to agree on the same municipal court judge, each municipality reserves the right to appoint its own Judge. In that event, Exhibit A would be modified accordingly to reflect that each municipality would be responsible for the compensation of its selected Municipal Court Judge.
- D. Municipal Prosecutor, Public Defender and Court Administrator. Bedminster, Peapack and Gladstone and Bernardsville shall cooperate in a joint effort to appoint one municipal prosecutor, one public defender and one Court Administrator by the process set forth in Article I, Section G herein, each of whom shall provide his or her services for each respective Municipal Court. However, in the event the municipalities are unable to agree on the same prosecutors, public defenders, and Court Administrator, each municipality reserves the right to appoint its own prosecutor, public defender and Court Administrator. In that event, Exhibit A would be modified accordingly to reflect that each municipality would be responsible for the compensation of its selected prosecutor, public defender and court administrator. Hiring of a Court Administrator or Deputy Court Administrator outside of current court staff and court staff positions, must be in accordance and compliance with the process as set forth in New Jersey Court Rule 1:34-3.
- E. Other Court Employees. Bedminster shall provide and be responsible for the hiring and employment of all other court employees, subject to the approval of Peapack and Gladstone and Bernardsville, which approval shall not be unreasonably withheld.
- F. Security Personnel. Bedminster shall provide and be responsible for the selection and appointment of all security personnel for the Court.
- G. Shared Municipal Court Services Advisory Committee ("SMCSAC"): Bedminster, Peapack and Gladstone and Bernardsville agree that they will cooperate with each other to effectuate the intent of this Agreement, which is to sustain excellent municipal court services in a more cost efficient manner. To this end, and to advise and provide guidance on the appointment of all Court Personnel, Bedminster, Peapack and Gladstone and Bernardsville will each designate in writing its Municipal Administrator and two additional elected officials or employees to be selected by each respective municipality, to serve on a Shared Municipal Court Services Advisory Committee ("SMCSAC"). The SMCSAC shall meet at such times as deemed necessary but, in no event, not less than two times per year. On or before March 1 of each year, the SMCSAC shall provide a "true up" of operating costs of the shared municipal court based on actual yearly expenses, which "true up" shall be given in the form of a payment or credit as applicable. The actual operating costs to be incurred by each municipality

shall be based upon a division of the averaged weighted case load for each municipality handled by the shared municipal court in the preceding three (3) calendar years. On or before December 1 of each calendar year, the SMCSAC will advise the governing bodies of Bedminster Township, The Borough of Peapack and Gladstone and the Borough of Bernardsville of the Court Personnel recommended for appointment in the following calendar year, as well as appropriate compensation and other terms or conditions of employment or engagement for any employees or personnel shared by the municipalities. The SMCSAC shall also advise the governing bodies of the respective municipalities on the utilization of capital fund monies, as well as any matters dealing with the hiring or employment of a court administrator or other court employees, appropriate staffing levels, and any other matters pertaining to the administration of the shared municipal court. In the event the municipalities are unable to agree on the selection of a Municipal Court Judge, Prosecutor, Public Defender or Court Administrator, each municipality reserves the right to appoint its own Judge, Prosecutor, Public Defender or Court Administrator pursuant to the applicable statutes and/or court rules. In such event, Peapack and Gladstone's and/or Bernardsville's annual payment to Bedminster shall be reduced as provided in Article III herein.

- H. Bedminster shall ensure that the compensation of any Shared Municipal Court Judge, any shared Court Administrator any shared Municipal Prosecutors and Public Defenders, and all other Court Personnel shall be fixed by a salary ordinance, professional services contract or collective negotiation agreement in accordance with all applicable federal, state and local laws, regulations or ordinances governing such matters as well as any related approvals necessary from the Administrative Office of the Courts (hereinafter the "AOC").
- I. Pursuant to R. 1:30-3, Shared Municipal Court sessions and the hours of the Court Administrator shall be established in consultation with the Municipal Court Judge(s), Municipal Court Administrator, Assignment Judge, and Vicinage Municipal Division.
- J. Bedminster, Peapack and Gladstone and Bernardsville shall mutually agree that the Shared Municipal Court, the Municipal Court Judge(s) and other personnel thereof shall have, possess and exercise all functions, powers, duties, and jurisdiction of a municipal court prescribed by N.J.S.A. 2B:12-1, et seq., its amendments and supplements. Bedminster, Peapack and Gladstone and Bernardsville shall each have the responsibility to ensure that all standards are met by each of their respective appointees and/or employees regarding the level and quality of performance required of each such appointee and/or employee.
- K. The identities of the individual courts shall continue to be expressed in the captions of orders and process. The courtroom and sessions of the Peapack and Gladstone and Bernardsville Municipal Courts shall be held in Bedminster's Municipal Court facilities. Bedminster and Peapack and Gladstone and

Bernardsville records, revenues, fees, Public Defender funds collected pursuant to N.J.S.A. 2B:24-17, and fines shall be administered, reported, deposited and audited separately by each respective municipality. Bedminster shall provide adequate signage for the Shared Municipal Court between Bedminster, Peapack and Gladstone and Bernardsville.

- L. Bedminster shall be responsible to provide security at the municipal court sessions pursuant to AOC Directive # 15-06, Appendix K, State Wide Model Municipal Security Plan as may be amended from time-to-time (the "Security Plan"). If Bedminster determines it is feasible, Peapack and Gladstone shall lend a walk-through metal detector to the shared municipal court. In such event, Peapack and Gladstone shall receive an appropriate annual financial credit as agreed upon by the parties hereto.

#### **ARTICLE II - TERM OF CONTRACT**

This Agreement shall commence on January 1, 2016 or as soon thereafter as is approved by the Vicinage Assignment Judge, and remain in effect until December 31, 2017. This Agreement may be terminated at the end of a calendar year by any party by providing written notice of termination no later than September 1 of the calendar year in which the Shared Services Agreement will terminate.

#### **ARTICLE III - PAYMENT BY PEAPACK AND GLADSTONE AND BERNARDSVILLE TO BEDMINSTER**

For the first calendar year of this agreement (2016) Peapack and Gladstone and Bernardsville shall pay to Bedminster an amount to be fixed and set forth as Exhibit A. Said amount as set forth in Exhibit A shall be agreed upon by the SMCSAC and provided to the municipalities once it is determined whether the municipalities shall share a judge, prosecutor and / or public defender for 2016. The amount fixed in Exhibit A shall be determined and agreed upon before December 31, 2015. For the second calendar year of this Agreement (2017), the cost will increase by **2%** over the amount as set forth in Exhibit A, subject to any modifications required by the "true up" as set forth in Article I, Section G, and further subject to any modifications as may be required in the event the municipalities select separate municipal prosecutors or public defenders in accordance with Article I, Sections C and D. As shown on Exhibit A, all costs associated with the operation of a municipal court for Peapack and Gladstone and Bernardsville is included. Exhibit A contemplates that the municipalities shall have a shared Municipal Court Judge, Prosecutor and Public Defender. However, in the event the municipalities choose to have separate judges, prosecutors and/or public defenders, then in that event Exhibit A



would be modified accordingly, in accordance with Article I, Sections C and D.

#### **ARTICLE IV - REVENUE**

Beginning on the effective date of this Agreement, Bedminster agrees to collect, when applicable, court-related revenues for Peapack and Gladstone and Bernardsville. For purposes of depositing Peapack and Gladstone and Bernardsville proceeds, i.e., fines, court costs and Public Defender funds arising out of Peapack and Gladstone's and Bernardsville's case load, Peapack and Gladstone and Bernardsville agree to either utilize its existing municipal court account(s) or to establish a new account in a bank to be identified by Peapack and Gladstone and Bernardsville. At the time of establishing said account or commencing utilization of same in conjunction with the shared court, Peapack and Gladstone and Bernardsville shall be responsible for completing all paperwork necessary to facilitate deposits by Court Personnel. All deposits shall be made daily and revenues recorded by Bedminster personnel or the appropriately designated shared court personnel and reported in accordance with all applicable federal, state, local, AOC and audit laws, standards, or guidelines. Bedminster shall provide to Peapack and Gladstone and Bernardsville monthly reports identifying all revenue received by the Peapack Municipal Court and Bernardsville Municipal Court and deposited to Peapack and Gladstone's Municipal Court account and Bernardsville's Municipal Court account, respectively. Bedminster presently has the following bank accounts for the Municipal Court: (1) Municipal Court account and (2) Municipal Court Bail account and two trust accounts: (1) Municipal Public Defender and (2) Parking Offenses Adjudication account located at Peapack-Gladstone Bank. Peapack and Gladstone presently has the following bank accounts for the Municipal Court: (1) "Borough of Peapack and Gladstone Municipal Court"; and (2) "Borough of Peapack and Gladstone Municipal Court-Bail", located at Peapack and Gladstone Bank. Bernardsville presently has the following bank accounts for the Municipal Court: (1) Municipal Court account and (2) Municipal Court Bail account, located at Peapack and Gladstone Bank.

#### **ARTICLE V - RECORDS**

- A. Peapack and Gladstone and Bernardsville records shall be maintained separately from Bedminster records. All records are confidential unless otherwise determined by State law, and access will only be given to authorized Court staff or AOC personnel in accordance with applicable State laws or AOC guidelines.

B. Peapack and Gladstone and Bernardsville shall transfer or deliver to Bedminster for adjudication by the Shared Municipal Court (1) all Peapack and Gladstone and Bernardsville Summonses, Tickets, or Citations arising on or after the effective date of this Shared Services Agreement and (2) all Peapack and Gladstone and Bernardsville Summonses, Tickets, or Citations whose adjudication has not been completed as of the Effective Date of this Shared Services Agreement and (3) all Bernardsville records maintained by the Municipal Court in accordance with Directive #3-01 "Judiciary - State of New Jersey Records Retention Schedule."

C. Bedminster, a month before the Effective Date of this Agreement, shall cooperate with the Administrative Office of the Courts (Municipal Court Services Division) and email the following information:

- (1) Start date for shared court,
- (2) Updates to court records, including:
  - a. Name of court (if applicable)
  - b. Address and phone
  - c. Office hours
  - d. Judge, prosecutor, public defender and court administrator names
  - e. Journal/time payment printer remote numbers
- (3) Updates to receipt and warrant printers,
- (4) Additions and changes for user ID's,
- (5) Address and telephone number changes for police (if applicable),
- (6) Complete ACH authorization form for bank account changes (if applicable, this should be done approximately one month prior to the merger's Effective Date.),
- (7) A copy of a voided check for new accounts and ACH authorization form will be faxed or mailed to Municipal Court Services.

D. Peapack and Gladstone shall a month before the Effective Date of this Agreement:

- (1) Update respective municipality websites, contact the media (if appropriate), modify municipal signs, advise the New Jersey Lawyers Diary, etc. regarding the closure of existing facility(s) and the relocation of the shared courts.
- (2) Provide customers with the location, court hours, directions, telephone/fax numbers, emails, etc. of all involved courts.
- (3) Place a recorded message on the former court telephone lines and provide customers with a new court location and contact information.
- (4) Contact external agencies with updated contact information (e.g. local and State Police, Weights and Measures, New Jersey Transit, County Prosecutor's Office, etc.)

E. Bernardsville shall a month before the Effective Date of this Agreement:

- (5) Update respective municipality websites, contact the media (if appropriate), modify municipal signs, advise the New Jersey Lawyers Diary, etc. regarding the closure of existing facility(s) and the relocation of the shared courts.
- (6) Provide customers with the location, court hours, directions, telephone/fax numbers, emails, etc. of all involved courts.
- (7) Place a recorded message on the former court telephone lines and provide customers with a new court location and contact information.
- (8) Contact external agencies with updated contact information (e.g. local and State Police, Weights and Measures, New Jersey Transit, County Prosecutor's Office, etc.)

#### **ARTICLE VI – BOOKS, AUDITS AND BUDGET**

A. The Court Administrator shall keep separate records and bank accounts for each municipality. Bedminster shall arrange and pay for a yearly audit of the books of the Bedminster Municipal Court, and Peapack and Gladstone shall arrange and pay for a yearly audit of the books of the Peapack and Gladstone Municipal Court, and Bernardsville shall arrange and pay for a yearly audit of the books of the Bernardsville Municipal Court, which audits shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1, et seq. Full accounting records of the previous year's Shared Municipal Court operations shall be made available no later than June 30th of each year, and any Shared Municipal Court staff members shall be reasonably available to address inquiries made by Bedminster's or Peapack and Gladstone's or Bernardsville's auditors. Bedminster shall submit the proposed municipal court budget for the calendar year for approval by the Assignment Judge pursuant to R. 1:33-4.

#### **ARTICLE VII – INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

A. Insurance coverage shall be obtained by Bedminster that protects the Shared Municipal Court and its personnel from claims against them arising out of bodily injury, property damage, personal injury, or civil rights violations, and such other coverage as may be necessary, without regard to whether the claim is attributable to Bedminster cases or Peapack and Gladstone cases or Bernardsville cases. Bedminster is a member of the Municipal Excess Joint Liability Insurance Fund, 9 Campus Drive,

Parsippany, New Jersey, 07054 (the "MEL"). Bedminster shall obtain and maintain insurance for the Shared Municipal Court in accordance with Bulletin MEL 14-13 dated February 17, 2014, as may reasonably be amended time-to-time, and as reasonably recommended by the Hurley Agency and agreed to by Bedminster.

- B. Bedminster shall continue to provide liability insurance which protects Bedminster's employees and/or facilities subject to the cost sharing arrangement set forth herein.
- C. The parties to this Agreement recognize that the Shared Municipal Court employees are exclusively Bedminster employees, any appointees including the Municipal Court Judge, Prosecutor, Public Defender and Court Administrator if any of same is selected solely by Peapack and Gladstone or solely by Bernardsville to serve as that municipality's Court Personnel. Bedminster shall cover the cost of claims made by or against Shared Municipal Court employees and security personnel, including court costs and reasonable attorney's fees in defense of any and all claims against the employee, arising out of any act or omission of the employee, including but not limited to Workers Compensation claims, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions. Thus, in accordance with N.J.S.A. 40A:65-6, Peapack and Gladstone is designated as the primary employer of Vicki Mangulson Deputy Court Administrator. In the future, in accordance with N.J.S.A. 40A:65-6, Bedminster shall be designated as the primary employer of all Shared Municipal Court employees.
- D. Bedminster shall name Peapack and Gladstone and Bernardsville as an additional insured on its liability policies pertaining to the municipal court or any shared court personnel or any Bedminster court personnel and shall cause all such court personnel to be covered by its liability policies and by its workers compensation policies. If Bedminster is unable to arrange for such coverage it shall notify Peapack and Gladstone and Bernardsville in writing of its inability in this regard. Bedminster shall indemnify and hold Peapack and Gladstone and Bernardsville harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or Bedminster court personnel pursuant to the terms of this agreement.
- E. Peapack and Gladstone shall name Bedminster and Bernardsville as an additional insured on its liability policies pertaining to any Peapack and Gladstone court personnel and shall cause such Peapack and Gladstone court personnel to be covered by its liability policies and by its workers compensation policies. If Peapack and Gladstone is unable to arrange for such coverage it shall notify Bedminster and Bernardsville in writing of its inability in this regard. Peapack and Gladstone shall indemnify and hold Bedminster and Bernardsville harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or Peapack and Gladstone court personnel pursuant to the terms of this agreement.

**ARTICLE VIII – ADDITIONAL PARTIES**

Bedminster may enter into agreements with other municipalities for the use of its court facilities and personnel on such terms as Bedminster deems appropriate, subject to the prior written approval of the governing body of Peapack and Gladstone and Bernardsville. Bedminster may permit use of the court and personnel on a temporary basis to other municipalities.

**ARTICLE IX – UNIFORM SHARED SERVICES AND CONSOLIDATION ACT**

The governing bodies of Bedminster and Peapack and Gladstone and Bernardsville are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. in accordance with the terms of that Act.

**ARTICLE X – MISCELLANEOUS**

- A. Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate Municipal Clerk or if mailed by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Bedminster:           Attention: Ms. Judith Sullivan  
                          Clerk of Township of Bedminster  
                          One Miller Lane  
                          Bedminster, New Jersey 07921

Peapack and           Attention: Mr. Hector Herrera  
Gladstone:           Clerk of Borough of Peapack and  
                          Gladstone  
                          1 School Street  
                          P.O. Box 218  
                          Peapack, New Jersey 07977

Bernardsville:       Attention: Ms. Sandra Jones  
                          Clerk of Borough of Bernardsville  
                          166 Mine Brook Road  
                          Bernardsville, NJ 07924

- B. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this

- Agreement or amend it to forbid such Agreements, all other sections of the Agreement shall remain in full force and effect.
- C. This Agreement may be modified from time-to-time by mutual agreement and authorizing resolutions of the respective municipalities.
  - D. This Agreement may not be assigned by either Bedminster or Peapack and Gladstone or Bernardsville.
  - E. Bedminster and Peapack-Gladstone terminate the prior "Shared Services Agreement for A Shared Municipal Court Between the Township of Bedminster and Borough of Peapack and Gladstone pursuant to N.J.S.A. 2B: 12-1 et seq." entered and executed by Bedminster on October 20, 2014, and Peapack and Gladstone on October 23, 2014, and replace it with this Agreement by the addition of Bernardsville as a party which sets forth the rights and obligations of all parties from this date hence.

#### **ARTICLE XI - GRANTS**

Should the Shared Municipal Court be the direct beneficiary of any grants, the proceeds of said grants shall be applied on a pro rata basis in accordance with the parties' respective percentages of costs established by Article III to decrease Bedminster and Bernardsville and Peapack and Gladstone's costs of the Shared Municipal Court.

#### **ARTICLE XII - CAPITAL FUND**

Bedminster Township shall establish by Ordinance a Capital Fund which shall be used to defray the capital costs incurred by Bedminster with respect to capital upkeep of the Shared Municipal Court. The maximum amount to be maintained in this fund is \$10,000.00, \$1,950.00 of which is to be paid by Peapack and Gladstone, \$2,400.00 of which to be paid by Bernardsville and the balance of which is to be paid by Bedminster. Peapack and Gladstone and Bernardsville shall contribute \$500 monthly to the fund until the entire \$1,950.00 and \$2,400.00 respectively is paid. The Shared Municipal Court Advisory Committee ("SMCSAC") shall make recommendations regarding necessary capital expenditures. At the end of each year, SMCSAC shall perform a "true up" of the capital fund. A determination shall be made of payments to be made by Bedminster and Peapack and Gladstone and Bernardsville if necessary to replenish the Capital Fund to \$10,000.00.

#### **ARTICLE XIII - COMPLETE AGREEMENT**

This Agreement contains the complete understanding as to the operation of the Shared Municipal Court between Bedminster, Peapack and Gladstone and Bernardsville and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, Bedminster, Peapack and Gladstone and Bernardsville indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

**ARTICLE XIV**

This Agreement is subject to the approval of Vicinage 13 Assignment Judge Yolanda Ciccone.

**IN WITNESS WHEREOF**, the Township of Bedminster and the Borough of Peapack and Gladstone and the Borough of Bernardsville have caused this Shared Services Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Attest: TOWNSHIP OF BEDMINSTER

\_\_\_\_\_  
Judith Sullivan, Clerk  
Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Steven E. Parker, Mayor

Attest: BOROUGH OF PEAPACK AND GLADSTONE

\_\_\_\_\_  
Hector Herrera, Clerk  
Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
William Muller, Mayor

Attest: BOROUGH OF BERNARDSVILLE

\_\_\_\_\_  
Sandra Jones, Clerk  
Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Kevin Sooy, Mayor

closed session

**BOROUGH OF PEAPACK AND GLADSTONE  
RESOLUTION NO.**

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Peapack and Gladstone that in compliance with N.J.S.A. 10:4-7 et seq, this meeting will be closed to the public to discuss the following matters:

- **PERSONNEL**

The matters considered in this Executive Session can be released to the public when the reasons for discussing and acting on it in closed session no longer exist.

<b>Introduced</b>	<b>Seconded</b>	<b>Borough Council</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
		Gian-Paolo Caminiti				
		Mark Corigliano				
		Donald Lemma				
		T. William Simpson				
		Royal Smith				
		Anthony Suriano				

Adopted: January 26, 2016

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HECTOR HERRERA  
BOROUGH CLERK

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WILLIAM C. MULLER  
MAYOR