

A regular meeting of Borough Council was held at 7:30 PM, Monday, October 17, 2011. Mayor Frank M. North presided. Pledge of Allegiance and Silent Prayer were observed. Announcement was made that the meeting had been advertised in accordance with the regulations prescribed by the "Open Public Meetings Act".

ROLL CALL:

Council Present: Fields, Volkert, Grasso, Brennan, Madden, and Perno (arrived at 7:35).
Clerk Brouse, Solicitor Higgins and CFO Moules were present.

PUBLIC

Proclamation-Anthony Papa

Mike Carnie from the Wild Pickle at 177 S. Centre Street passed out a flyer for the event that they will be hosting on November 12, 2011.

ENGINEER'S REPORT-attached

APPROVAL OF MINUTES: On a motion of Mrs. Madden and second of Mr. Volkert, Council approved the caucus meeting minutes for 8-8-11 and 9-12-11 and the regular meeting minutes for 8-8-11 and 9-12-11.

CORRESPONDENCE**COUNCIL REPORTS**

Mrs. Fields- Recreation report attached. Code enforcement had 3 resale's and the abandon property list continues to be reviewed. 17 property maintenance warnings were sent out. Please continue to look at budget numbers. Licensing report is attached.

Mr. Volkert- Shade Tree has 18 trees to be removed and are asking Pennsauken to work with the Borough, we are waiting for a response. We will also reach out to Collingswood as well. A grant may be available from the forestry department, they will announce soon. Public Works removed 55.50 tons of brush during the month and the leaf collection schedule is out in various locations. We have a few hurdles to work out with the new plan. Weekly pick up will begin with five chances to put leaves out. Firewood is available at the Public Works lot. Clean Up Day will be November 12, 2011, downtown from 9:00-12:00. Clean Communities grants are available.

Mr. Grasso-At the Public Events September 27 meeting we reviewed the townwide yard sale, approved Halloween Bags will post flyers in the businesses that will have candy to give out. We are working on a calendar of events card and the parade invitations are out. The Santa Shack will receive a facelift and we always need volunteers on the committee.

Mr. Brennan-Court collected \$15,460, 362 added cases, 394 disposed, more cases this year. Outstanding fines of over half a million dollars. The Borough may want to consider hiring a private Collector? This has been approved for Camden. Police had 299 service calls, 96 traffic, 17 criminal. DEA take back NJ. Disposal of drugs will be on October 29th from 10:00-2:00. The Traffic cart is here and in use, with a significant reduction of speed on Browning Road. It will be moving to Walnut Street next week. Snow signs are in.

Mrs. Madden-Rabies Clinic was held with 12 dogs receiving shots. HPC approved the library sign. Michaels have been approved for paint and signs.

Mr. Perno-Fire Department thanks the Borough for sidewalk improvements. Public Works roof is leaking along with a crack in rear exterior wall. We may want to consider having a Butler Building in it's place? Borough Hall lighting grant has been completed but we still need the flood lights and wire of the second floor stairwell. CDBG grant is on the agenda. At the TCE Redevelopment meeting the application was with drawn and they will work on new ideas.

Clerk's Report-

The Revaluation inspections are almost complete and a third reminder letter is being sent out this week. A public meeting is being scheduled for the beginning of November at the Elementary School. Information will be on the website. The Rabies Clinic was successful since it was the first one in four years and we received five new licenses. A FEMA meeting was held this week and we are eligible to apply for reimbursement from Hurricane Irene. Each department will need to give me the required documentation for filing. We received word that the MEL insurance company should be approving a check for approximately \$100,000 for the tax collector case.

OLD BUSINESS

NEW BUSINESS

APPROVAL-REQUEST FOR A DEAF CHILD AREA STREET SIGN-On a motion of Mr. Brennan and second of Mrs. Fields, Council approved the request for a deaf child area street sign.

APPROVAL-CROSSING GUARDS

DIGNA CANDELARIO, MICHELE COLLINS AND WILLIAM METZLER -On a motion of Mr. Brennan and second of Mrs. Fields, Council gave approval for the crossing guards.

DISCUSSION-Building permits issued in Historic District

Resolutions to be read by consent agenda: On a motion of Mr. Perno and second of Mr. Volkert, Council approved the following resolutions by consent agenda:

**R11-120
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY AWARDS
BID FOR SOLID WASTE DISPOSAL SERVICES AND
AUTHORIZING THE EXECUTION OF CONTRACT FOR
THE BOROUGH OF MERCHANTVILLE**

WHEREAS, the Borough of Merchantville, the Townships of Cherry Hill, Gloucester, Voorhees, Haddon and Winslow and the Boroughs of Collingswood, Somerdale and Gibbsboro created a purchasing consortium to allow for a combined effort in securing solid waste disposal services; and

WHEREAS, pursuant to State statute, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq., bids were received and opened September 22, 2011 for the solid waste disposal services for all participating municipalities; and

WHEREAS, it has been determined that bid option #5: "Borough of Merchantville, Solid Waste Disposal Services of Approximately 2,300 Tons Annually" provides for the best benefit to the Borough of Merchantville; and

WHEREAS, the bids have been evaluated by the Manager of Public Works and the Borough Clerk, and the recommendation is made as herein after provided to the lowest responsible bidder to comply with the uniform bid specifications, Camden County Energy Recovery Associates, LP; and

WHEREAS, bid option #5 provides for an initial base period cost of \$52.50 per ton beginning October 31, 2011 and ending on December 31, 2012; and

WHEREAS, the Borough of Merchantville will not participate in any subsequent extension years as provided in the bid specifications; and

WHEREAS, this approving Resolution shall serve as formal notice to the successful bidder, Camden County Energy Recovery Associates, LP, that pursuant to Section 5.4 "Contract Term" of the bid

specifications, that the Borough of Merchantville will not exercise its option for any term past the initial base period as referenced above; and

WHEREAS, upon adoption, a copy of this approving Resolution shall be transmitted to Camden County Energy Recovery Associates, LP in order to effectuate formal notice of Merchantville's intention not to exercise its option for any term past the initial base period as referenced above; and

WHEREAS, the Borough CFO will certify that sufficient, available and legally appropriated funds for this expenditure are available under Sanitation pending the successful adoption and passage of the FY2012 Budget and is subject to the necessary funds being appropriated by the governing body for the following fiscal year and successful passage and adoption of subsequent budget FY2013 and

WHEREAS, Local Public Contract Law N.J.S.A. 40A:11-15 permits the issuance of a contract for a term of fourteen (14) months.

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

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Bid and Contract for Solid Waste Disposal is hereby awarded, subject to the necessary funds being appropriated by the governing body for all fiscal years to Camden County Energy Recovery Associates, LP, for a term of fourteen (14) months, commencing on October 31, 2011 and terminating without extension, for the disposal price of \$52.50 per ton (approx. 23,00 tons for a total approximate cost of \$120,750).
3. The Borough Council of the Borough of Merchantville, in the County of Camden, do hereby authorize the proper officials to execute and award a contract to Camden County Energy Recovery Associates, LP for a fourteen (14) month agreement that will commence on October 31, 2011 and terminate on December 31, 2012, in a form to be approved by the Solicitor of the Township of Cherry Hill.
4. This contract is awarded subject to the State Treasurer approving the Affirmative Action of the successful bidder.
5. A copy of this Resolution shall be forwarded to Camden County Energy Recovery Associates, LP at: 600 Morgan Boulevard, Camden, New Jersey 08104, and Perryville Corporate Park, Clinton, New Jersey 08809-4000.

R11-121

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY TO ADOPT THE YEAR 33 COMMUNITY DEVELOPMENT GRANT AGREEMENT

WHEREAS, A Cooperative Agreement was heretofore entered into between the Borough of Merchantville and the County of Camden for the establishment of a cooperative means of conducting certain community development activities; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

WHEREAS, the County has achieved "Urban County" status in accordance with the requirements set forth in Title I of the Housing and Community Development Act of 1974, as amended and the Housing and Urban-Rural Recovery Act of 1983; and

WHEREAS, the County has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development under Title I of the Housing and Community Development Act, as amended, for an Entitlement Grant; and

WHEREAS, this Grant is administered for the County by the County's Community Development Office; and

WHEREAS, the Borough of Merchantville has proposed certain activities to be carried out under the 33rd Year Program; and

WHEREAS, the County has approved funding for eligible project(s) of the Borough of Merchantville from said grant and desires the Borough of Merchantville to undertake said project(s)

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Merchantville, that the Year 33 Municipal CDBG Grant Agreement be adopted between the Borough of Merchantville and the County of Camden, a copy of the Agreement which is attached thereof; and **BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its enactment as provided by law.

R11-122
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY
ADDING 2011 TAX EXEMPTIONS

WHEREAS, the Merchantville Tax Collector has called to Council's attention Additions to the 2011 Tax Duplicate and has requested Council to approve the same:

NOW, THEREFORE, be it resolved by the Mayor and Council of the Borough of Merchantville that the following additions be and are hereby approved:

ADDITIONS

Sebastian & Elizabeth Vasta Bl. 55 Lot 18	17 E Walnut Ave	Allow Senior
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John D. Long Bl. 56 Lot 1	135 Gilmore Ave	Allow Veteran
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R11-123
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE
OF NEW JERSEY TO APPROVE A RAFFLE LICENSE FOR ST. PETER CHURCH

WHEREAS, St. Peter Catholic Church has applied for and received an identification number 299-1-34957 allowing St. Peter Catholic Church the ability to conduct raffle licenses with proper approval; and

WHEREAS, St. Peter Catholic Church has properly completed the raffle license application and at least 7 days have elapsed between the time the application was filed and the time that the Borough Council made their findings and determination with checks to the Borough of Merchantville in the amount of \$20.00 each and checks to the Legalized Games of Chance Control Commission in the amount of \$20.00 each and that 15 days will elapse between the time the municipality forwards the application to the control commission and the date the license is issued to the applicant ; and

WHEREAS, Council person Fields, Director of the Department of Records and Licenses, has reported that the laws and regulations have been met, and that she recommends the granting of said license; and

WHEREAS, the Borough Clerk has reported that the legal preliminaries have been strictly complied with;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council be and is hereby authorized to issue a Raffle license numbered 11-02SPC to St. Peter Catholic Church for the raffle taking place on April 21, 2012.

R11-124
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND
STATE OF NEW JERSEY REQUESTING APPROVAL OF ITEMS OF REVENUE

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Merchantville, in the county of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of items of revenue in the budget of the year 2011 in the sum of \$ 4,091.47, which is now available as a revenue from the State Pursuant to the provision of the statute, and

BE IT FURTHER RESOLVED that the like sum of \$ 4,091.47 is hereby appropriated under the caption Special items of General Revenue; and

BE IT FURTHER RESOLVED that the above is a result of a State grants of \$ 4,091.47 from:

2011 Drunk Driving Enforcement Fund (DDEF)	4,091.47
TOTAL	<u>4,091.47</u>

R11-125

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY TO EXTEND TEMPORARY LABOR FOR PUBIC WORKS DEPARTMENT

WHEREAS, the Mayor and Council of the Borough of Merchantville budgeted \$5,000 for temporary labor services for the Department of Public Works in January of 2011; and

WHEREAS, the resolution was effective for the first quarter of 2011 due to the temporary budget; and

WHEREAS, it is necessary to continue to offer temporary labor services for Borough of Merchantville for the remainder of the year and the total expense for temporary labor services for the 2011 year will not exceed **\$10,000.00**;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey, that temporary labor for the Borough of Merchantville Department of Public Works has been extended.

R11-126

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR VEHICLE REPAIRS

WHEREAS, the Borough of Merchantville has a need to acquire vehicle repair work as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5; and,

WHEREAS, the chief financial officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is January 1 to December 31, 2011; and,

WHEREAS, Helmrich has submitted a proposal on October 17, 2011 indicating they will provide the Labor hourly rate of \$77.50, scan fee of \$65.00, average turn around time after parts are received is plus or minus 2 to 4 hours (see attached proposal) and

WHEREAS, Helmrich has completed and submitted a Business Entity Disclosure Certification which certifies that Helmrich has not made any reportable contributions to a political or candidate committee in the Borough of Merchantville in the previous one year, and that the contract will prohibit Helmrich from making any reportable contributions through the term of the contract, and

WHEREAS, vehicle repairs for municipal trucks in the Borough of Merchantville. Funds for certification are being made available and certified against the appropriation for the department of:

CURRENT

Account Number 1-01-26-767-285

N.J.A.C. 5:30-5.4

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Merchantville authorizes the Mayor to enter into a contract with Helmrich as described herein; and, **BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

R11-127
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF
CAMDEN AND STATE OF NEW JERSEY APPROVING CHANGE ORDER
#1 FOR LOCUST STREET PROJECT

WHEREAS, it was necessary to make changes in the scope of work to be done in completing the slip lining project in the Borough of Merchantville, Camden County, New Jersey;

WHEREAS, a change Order was developed to itemize and authorize those changes.

WHEREAS, certification has been received by the Certified Finance Officer that sufficient funds have been allocated for this Change Order;

NOW, THEREFORE, BE IT RESOLVED by the Borough of Merchantville that the following Change Order is hereby authorized and approval is hereby granted to revise the contract amount from \$207,149.13 to \$189,313.30 (decrease of \$17,835.83).

Item	Description	Unit	Est. Quantity	Total cost
Extras:				
9E	8" X 18" Concrete Curb		250 LF	\$ 15.95 \$3,987.50
10E	Concrete Sidewalk 4" Thk	67SY	\$ 45.00	\$3,015.00
11E	Concrete Driveway Reinforced, 6" Thick		29 SY	\$ 59.50 \$1,725.50
13E	Tree Removal		2UN	\$995.00 \$1,990.00
14E	Tree Plates		82LF	\$ 35.00 \$2,870.00
23E	Construction Signs		6UN	\$ 1.00 \$ 6.00
				<u>\$13,594.00</u>
Reductions:				
3R	Roadway Excavation		313CY	\$ 10.00 \$3,130.00
5R	Hot Mix Asphalt Surface Course, 9.5M64, 3Thick		7.5TN	\$ 90.00 \$ 675.00
6R	Hot Mix Asphalt Base Course 12.5M64, 3"Thick		96.4TN	\$92.50 \$8,917.00
7R	DGA, 6" Thick		681SY	\$9.25 \$6,299.25
15R	Reset Castings		4UN	\$295.00 \$1,180.00
19R	Fuel Price Adjustment		1LS	\$6,952.40 \$6,952.40
20R	Asphalt Price Adjustment		1LS	\$2,161.18 \$2,161.18
21R	Drums		30UN	\$1.00 \$30.00
22R	Breakaway Barricades		3UN	\$1.00 \$3.00
24R	Concrete Surface Course 6" Thick		58SF	\$54.00 \$3,132.00
				<u>\$32,479.83</u>
Supplementals:				
S1	Replace Castings	1UN	\$750.00	\$750.00
S2	Adjust Water Boxes	4UN	\$75.00	\$300.00
				<u>\$1,050.00</u>
Amount of Original Contract			Extra	\$13,594.00
		<u>\$207,149.13</u>	Supplemental	\$ 1,050.00
Adjusted amount based on Change Order No.1 Final			Reduction	<u>(\$32,479.83)</u>
		<u>\$189,313.30</u>	Total Change	<u>(\$17,835.83)</u>

R11-128
SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND MUNICIPALITY OF MERCHANTVILLE

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq., entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (County), and the Borough of Merchantville, a municipal corporation of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, NJ 08109. The date of execution of this Agreement is the 17TH day of October, 2011.

WITNESSETH:

WHEREAS, the County of Camden seeks to provide for the efficient and effective removal of snow on County roads throughout the County of Camden; and

WHEREAS, the County recognizes that certain Camden County municipalities may be able to remove snow from designated County roadways within their respective municipalities at the earliest possible time, during the course of or immediately following a winter storm; and

WHEREAS, the Board of Chosen Freeholders of the County of Camden is desirous of entering into a Shared Services Agreement with the Municipality for the provision of snow removal from designated County roads in exchange for pro-rated allotments of road salt and/or calcium (hereinafter "materials"); and

WHEREAS, by resolutions adopted the Camden County Board of Chosen Freeholders, the proper County officials were authorized to execute an appropriate Agreement with the Municipality; now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. **TERM**

This agreement shall be for a period of one (1) year following its execution and shall be able to be terminated upon ten (10) days written notice by either party to the other.

2. **DEFINITIONS**

The term "winter storm" as used in this agreement shall refer to ice or snow accumulation on roadways in Camden County which:

1. Is the subject of a "winter storm" declared by the Director of the Camden County Department of Public Works and/or his designee, which results in the mobilization of salting or plowing procedures by the County on County roads.

3. **MUNICIPALITY'S RESPONSIBILITIES**

The Municipality shall provide for municipal snow plowing, salting and sanding (hereinafter "maintenance"), curb to curb of County roads, during and immediately after each winter storm of the "2011-2012" storm season. Maintenance shall be for the duration of each winter storm and for the 24-hour period immediately after the end of precipitation (hereinafter "treatment period"). Maintenance shall be performed by the Municipality, on an as- needed basis, at the request of and under the direction of the County's Department of Public Works or other agency responsible for storm operations. Additional maintenance shall be undertaken by the Municipality in accordance with the standards set for each winter storm by the County Department of Public Works as measured by the maintenance undertaken on County roads similar to those located within the Municipality, for which the County retains direct storm maintenance responsibility. The County Department of Public Works shall, by facsimile or telephone, advise the Municipality of the need for additional maintenance services required of the Municipality on County roads, which are the subject of this agreement.

It is imperative that the municipality contact the Camden County Department of Public Works immediately upon maintenance obligations. Municipalities must contact the

Camden County Department of Public Works at any time throughout the day or night by calling the County's 24-hour telephone system at (856) 566-2980.

In accordance with the County's reimbursement obligations (as outlined in # 4-County's Responsibilities), all municipalities that are due any reimbursement in the form of materials as defined herein shall be responsible to collect all materials no later than June 30, 2012. Failure to collect reimbursement materials by June 30, 2012 shall result in forfeiture of the materials by the Municipality and there will be no other reimbursement made.

4. COUNTY'S RESPONSIBILITIES

For each winter storm, the County shall reimburse the Municipality in the form of salt or calcium (hereinafter "materials") valued at \$250.00 per linear mile of road surface maintained. The final determination on the type of material to be allotted shall be in the discretion of the County. Within 5 days following the 24 hour period after the end of each winter storm, the Municipality shall complete the form provided by the County, and identify all services rendered for reimbursement for each storm. Materials reimbursement shall be based upon the per linear mile maintained during each treatment period applicable with each winter storm regardless of the number of times plowing, salting or sanding was undertaken during the treatment period. Reimbursement Materials shall be available to the Municipality for pick up at one of the County's five (5) storage facilities, as per the designation of the Camden County Department of Public Works. The parties understand and agree that nothing in this agreement shall obligate the County to provide anything beyond that which is provided for in this agreement.

All municipalities may, upon written request to the Director of Public Works, access the County's weather service.

5. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-1 et seq., if any party performing a service on behalf of another party or parties to this agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the agreement for the work to be performed by a private contractor under such agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40 A: 11-1 et seq.).

6. AUDIT

Pursuant to the Single Audit Act of 1984, the Municipality agrees to permit the County and/or its agents to examine any and all records relevant to this agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports, and documents relative to this agreement.

7. RIGHT TO INSPECT

The Municipality shall permit the County or its authorized representative to make visits to the site or sites where the specified services are being provided for the purpose of assuring the Municipality's compliance with the terms of this agreement.

8. INDEMNIFICATION

The Municipality shall indemnify, hold harmless and defend the County, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this agreement.

9. INSURANCE

The Municipality shall provide and maintain during the term of this agreement adequate insurance coverage for the services to be performed pursuant to this agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance.

10. NOTICE

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the County by directing the same to the Director of Public Works,

Charles J. DePalma Complex, Egg Harbor Road, Lindenwold, New Jersey 08021 and to the Municipality by directing the same to the Municipal Clerk.

11. MISCELLANEOUS

The following provisions shall apply to this agreement:

- a. Construction of this Agreement
The parties acknowledge that this agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.
- b. Amendments
This agreement may not be amended, altered, or modified in any manner except in writing signed by the parties hereto.
- c. Headings
This section any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this contract.
- d. Invalid Clause
The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement shall be binding upon all parties hereto.
- e. Entire Agreement
This agreement shall consist of the entire agreement of the parties and it is acknowledged that there is no side or oral agreements relating to this undertaking set forth herein.
- f. Assignability
This agreement and all rights, duties, and obligations contained herein may not be assigned without the County's prior written permission.
- g. Affirmative Action
The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.
- h. Americans with Disabilities Act
The American with Disabilities Act provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.
- i. Funding
This agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.
- j. Waiver
It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.
- k. Binding Agreement
This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this agreement.

PAYMENT OF BILLS: On the motion of Mrs. Fields and second of Mr. Perno, Council approved the following resolution:

R11-129 RESOLUTION

RESOLVED that the Report of the Department of Accounts and Auditing be accepted and spread upon the minutes and the Treasurer be is hereby authorized to pay bill approved therein.

CURRENT FUND	2010 BUDGET	REVENUE	BUDGET
CHECKS CURRENT FUND			

	2011 BUDGET	1,041.56	142,682.54
	GRANTS		307.89
	DEBT SERVICE		
	BOARD OF EDUCATION*		
	CAMDEN COUNTY		
WIRE TRANSFERS PAYROLL	8/12/11-9/9/11		123,067.39
WIRES / MANUAL CHECKS			6,203.74
TOTAL CURRENT		1,041.56	272,261.56

SEWER UTILITY

CHECKS SEWER FUND			
	2011 BUDGET		4,484.67
	DEBT SERVICE		
WIRE TRANSFERS PAYROLL	8/12/11-9/9/11		5,544.88
WIRE NJEIT LOAN			
WIRES /MANUAL CHECKS			
TOTAL SEWER		0.00	10,029.55

GENERAL CAPITAL FUND

CHECK CAPITAL FUND			
			14,310.56
MANUAL CHECK			
			11,007.52
WIRE TRANSFERS PAYROLL			
TOTAL CAPITAL		0.00	25,318.08

TRUST FUND

CHECK TRUST OTHER FUND			
			11,062.00
WIRE TRANSFERS PAYROLL	8/12/11-9/9/11		2,012.34
WIRES / MANUAL CHECKS			
TOTAL TRUST		0.00	13,074.34

SEWER CAPITAL FUND

CHECK SEWER CAPITAL			
MANUAL CHECKS			
WIRE TRANSFERS PAYROLL			
TOTAL SEWER CAPITAL		0.00	0.00

RECREATION TRUST

CHECK RECREATION TRUST			
		300.00	267.91
MANUAL CHECKS			
WIRE TRANSFERS PAYROLL			
TOTAL SEWER CAPITAL		300.00	755.63

ANIMAL TRUST FUND

ANIMAL TRUST CHECK			
TOTAL ANIMAL TRUST		0.00	0.00

UNEMPLOYMENT

UNEMPLOYMENT CHECK

TOTAL UNEMPLOYMENT	0.00	0.00
TOTAL BILL LIST & MANUAL CHECKS/WIRE	1,341.56	321,439.16
GRAND TOTAL		<u>322,780.72</u>

ANNOUNCEMENTS: Fall Car show will be on October 22nd

ADJOURNMENT: On the motion of Mr. Brennan and second of Mr. Volkert, the meeting was adjourned at 8:45 PM.

DENISE BROUSE
BOROUGH CLERK