

Merchantville, NJ

October 18, 2010

A regular meeting of Borough Council was held at 7:30 PM, Monday, October 18, 2010. 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: Alloway, Brennan, Brickley, Fields, Clerk Brouse, CFO Moules, Attorney Joyce.

PUBLIC HEARING**PUBLIC**

Ami Meachum, 122 Leslie Avenue, PTA President is looking for people to become members; PTA offers many activities for children and you do not need to volunteer to be a member, but if you are interested in helping, mild involvement would be great. Families have a vested interest in PTA and can become a member even if they do not have children in the school.

ENGINEERS REPORT: Bike path authorization will be forthcoming with additional funding available. The manhole project should begin in about 2 weeks. Barring any weather constraints?

APPROVAL OF MINUTES: On a motion of Mr. Brennan and second of Mrs. Fields, Council approved the regular meeting minutes for 8/9/10.

CORRESPONDENCE**COUNCIL REPORTS**

Mrs. Fields-the front office has a new employee, Bob Page and he has been scheduled for 3 days a week. Mulch and fencing has been ordered through NPP for the Community Center. Halloween hours should be discussed again. Planning board meeting will be November 9th. Code Enforcement, 2 resale, 12 property maintenance issues, 6 court cases (specific Court hearing on October 27 for 606 W. Maple Avenue). October 20th will be the Code Enforcement meeting. NPP allocation of funds was approved and the program will continue until the end of year. The budget will be given to council to begin reviewing in November.

Mr. Brickley- Public Works continuing with staff and vehicle issues, one trash truck working at this time. Leaf schedule is up and will begin shortly, equipment is being serviced and should be ready. Please follow schedule.

Mr. Brennan, Public events, pumpkin picking event 11-2 at Community Center. Public events meeting tomorrow at 7:30. The Octoberfest was well attended. Court turned over \$13,571.

Mr. Alloway reported 226 police calls, 188 traffic, 103 criminal, 27 ordinance violations, 3 DWI. Juveniles with skate board issues continue. The Borough received a grant of \$4,365 for the drunk driving enforcement fund and \$1603 for State body armor.

OLD BUSINESS**NEW BUSINESS**

Discussion-Locust Street Bid, we received 3 bids and they were all over the estimate. It will go out to re-bid with new language regarding alternates for the next round.

Discussion-Request to install streetlight.

Discussion-Halloween curfew 3-7 PM this year. Letter from Police will re-iterate.

Next weeks Council meeting will be canceled.

Resolution to be read by consent agenda: On a motion of Mr. Brickley and second of Mrs. Fields, Council approved the following resolutions to be read consent agenda:

**R10-106
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY
OF CAMDEN, AND STATE OF NEW JERSEY AUTHORIZING THE
FEES AND CHARGES TO BE ASSESSED UNDER CHAPTER 84,
TOWING, IN THE CODE OF THE BOROUGH OF MERCHANTVILLE**

BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Merchantville, County of Camden, and State of New Jersey, that fees and charges so specified in the attached "Exhibit A" to this Resolution, and made a part hereof, shall constitute the maximum fees and charges to be assessed under Chapter 84, Towing, in the Code of the Borough of Merchantville.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Wayne Bauer, Police Chief of the Merchantville Police Department, for posting in an area open to the general public within the Merchantville Police Department, and this Resolution shall also be posted in a public area of the Merchantville Borough Hall, 1 West Maple Avenue, Merchantville, New Jersey.

**R10-107
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 body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville. The date of execution of this Agreement is the 18th day of October, 2010 .

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:

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.

DEFINITIONS

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

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 "2010-2011" 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, 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 salt or calcium shall be responsible to collect all materials no later than June 30, 2011. Failure to collect reimbursement materials by June 30, 2011 shall result in forfeiture of the materials by the Municipality and there will be no other reimbursement made.

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. Material reimbursements 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. Material 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.

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.).

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.

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.

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.

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.

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.

MISCELLANEOUS

The following provisions shall apply to this agreement:

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.

Amendments

This agreement may not be amended, altered, or modified in any manner except in writing signed by the parties hereto.

Headings

This section any other headings contained in this agreement are for references only and shall not affect the meaning and interpretation of this contract.

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.

Entire Agreement

This agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

Assignability

This agreement and all rights, duties, and obligations contained herein may not be assigned without the County's prior written permission.

Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

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.

R10-108

RESOLUTION AUTHORIZING ENGINEER TO PREPARE BID DOCUMENTS AND THE CLERK TO ADVERTISE FOR THE OPENING OF BIDS FOR THE NIAGARA FIRE COMPANY DRIVEWAY APRON REPLACEMENT PROJECT

WHEREAS, the Borough has provided funding for the Niagara Fire Company Driveway Apron Replacement Project; and

WHEREAS, the Borough requires that a contract for these improvements be awarded for the project; and

WHEREAS, the Governing Body desires to have the improvements, for the approximate cost of the project as estimated by the Borough Engineer, to be performed by a contractor; and

WHEREAS, it is necessary for the Borough Engineer to perform the necessary professional services to prepare the bid documents for the improvements; and

WHEREAS, once the bid documents have been prepared by the Engineer and accepted by the Borough, the Borough Clerk must be authorized to advertise for and open bids for the project; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Merchantville, in the County of Camden, State of New Jersey, hereby authorize the Borough Engineer to prepare the bid documents and the Clerk to advertise and receive bids for this project.

R10-109

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY DIRECTING THE MERCHANTVILLE PLANNING BOARD TO PREPARE A PROPOSED REDEVELOPMENT PLAN FOR BLOCK 9, LOTS 2, 3 AND 4, PREVIOUSLY DESIGNATED AS AREAS IN NEED OF REDEVELOPMENT WITHIN THE BOROUGH OF MERCHANTVILLE, AND TO PREPARE A PROPOSED REHABILITATION PLAN FOR BLOCK 9, LOTS 9, 10, 11 AND 12, PREVIOUSLY DESIGNATED AS AREAS IN NEED OF REHABILITATION WITHIN THE BOROUGH OF MERCHANTVILLE, PURSUANT TO N.J.S.A. 40A:12-1 ET SEQ.

WHEREAS, the Borough Council of the Borough of Merchantville, a municipal corporation in the County of Camden, State of New Jersey, has found that the public health, safety, morals and welfare of the community shall be promoted by the virtue of well planned redevelopment and rehabilitation; and

WHEREAS, on July 11, 2010, by Resolution No. 10-76, attached hereto and a part of this Resolution, the Borough Council of the Borough of Merchantville found that there was substantial evidence to support a finding that all of the properties designated as Block 9, Lots 2, 3 and 4, listed in "Preliminary Investigation for Determination of an Area in Need of Redevelopment – West Maple Avenue, Block 9, Lots 1-12 and Block 10, Lots 1-10," dated April 23, 2010, prepared by Remington & Vernick Engineers, Inc. of Haddonfield, New Jersey,

attached hereto and a part of this Resolution, on the Official Tax Map located within the Borough of Merchantville, were areas in need of redevelopment and shall be designated as a "redevelopment area" pursuant to N.J.S.A. 40A:12A-6; and

WHEREAS, on July 11, 2010, by Resolution No. 10-76, attached hereto and a part of this Resolution, the Borough Council of the Borough of Merchantville found that there was substantial evidence to support a finding that all of the properties designated as Block 9, Lots 9, 10, 11 and 12, listed in "Preliminary Investigation for Determination of an Area in Need of Redevelopment – West Maple Avenue, Block 9, Lots 1-12 and Block 10, Lots 1-10," dated April 23, 2010, prepared by Remington & Vernick Engineers, Inc. of Haddonfield, New Jersey, attached hereto and a part of this Resolution, on the Official Tax Map located within the Borough of Merchantville, were areas in need of rehabilitation and shall be designated as a "rehabilitation area," pursuant to N.J.S.A. 40A:12A-6; and

WHEREAS, redevelopment and/or rehabilitation projects must be undertaken pursuant to a "redevelopment plan" or a "rehabilitation plan" adopted by municipal ordinance pursuant to N.J.S.A. 40A:12A-7, and said redevelopment plan and/or rehabilitation plan must include an outline for the planning, development, redevelopment or rehabilitation of the project area; and

WHEREAS, the Mayor and Borough Council of the Borough of Merchantville, County of Camden, and State of New Jersey now wish the Planning Board of the Borough of Merchantville prepare a proposed redevelopment plan and a proposed rehabilitation plan for those areas so designated as "areas in need of redevelopment" and as "areas in need of rehabilitation," respectively, by Resolution No. 10-76, for approval by the Mayor and Borough Council of the Borough of Merchantville; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Merchantville, that the Planning Board of the Borough of Merchantville be and hereby directed to prepare a proposed redevelopment plan for those areas of land within the Borough of Merchantville, more particularly described as Block 9, Lots 2, 3 and 4 on the Official Tax Map of the Borough of Merchantville, designated as "areas in need of redevelopment" by Resolution No. 10-76, dated July 11, 2010, for approval by the Mayor and Borough Council of the Borough of Merchantville; and

BE IT FURTHER RESOLVED by the Mayor and Borough Council of the Borough of Merchantville that the Planning Board of the Borough of Merchantville be and hereby directed to prepare a proposed rehabilitation plan for those areas of land within the Borough of Merchantville, more particularly described as Block 9, Lots 9, 10, 11 and 12 on the Official Tax Map of the Borough of Merchantville, designated as "areas in need of rehabilitation" by Resolution No. 10-76, dated July 11, 2010, for approval by the Mayor and Borough Council of the Borough of Merchantville; and

BE IT FURTHER HEREBY RESOLVED by the Mayor and Borough Council of the Borough of Merchantville that the Planning Board of the Borough of Merchantville is authorized to employ a professional planner licensed by the State of New Jersey to assist the Planning Board in undertaking any and all actions that may be necessary to accomplish the purpose and intent of this Resolution.

R10-110

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 2010 in the sum of \$ 105,969.39, 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 \$ 105,969.39 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 \$ 105,969.39 from:

Criminal Justice Body Armor Replacement Grant (2010)	1,603.86
Drunk Driving Enforcement Fund FY 2010 Grant	4,365.53
Neighborhood Housing Rehabilitation 2008 Grant	100,000.000
TOTAL	105,969.39

**R10-111
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY
AUTHORIZING AN AGREEMENT BY AND BETWEEN THE
BOROUGH OF MERCHANTVILLE AND THE
MERCHANTVILLE LITTLE LEAGUE RELATIVE TO THE
ERECTION OF FENCING AT THE MERCHANTVILLE
COMMUNITY CENTER**

WHEREAS, the Borough of Merchantville (hereinafter the "Borough") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Merchantville Little League (hereinafter, the "Little League"), is an entity organized under the laws of the State of New Jersey, whose current address is 31 Spruce Street, Merchantville, New Jersey 08109 and whose League President is David Aleszczyk; and

WHEREAS, the Little League has requested that a permanent fence be installed around the baseball field located on Borough property at the Merchantville Community Center, 212 Somerset Avenue, Merchantville, New Jersey 08109; and

WHEREAS, the Little League seeks the authorization of the Borough Council of the Borough of Merchantville to have a permanent fence installed around the baseball field located at the Community Center, to be installed at the Little League's sole and exclusive cost and expense; and

WHEREAS, the Little League will fund this installation and assume any liability during the installation of the fence; and

WHEREAS, the Little League will indemnify, hold harmless and defend the Borough, its elected and appointed officials, 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 installation, maintenance and/or use of the Little League facilities; and

WHEREAS, should the need arise, the Borough may cause for the removal of this fence, at the Borough's sole cost and expense, upon sixty (60) day notice to the Little League, without compensation to the Little League; and

WHEREAS, all notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08007; and for the Little League to David Aleszczyk, League President, 31 Spruce Street, Merchantville, New Jersey 08109, or to the address so given to the Borough Clerk by the Little League.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Merchantville that the request of the Merchantville Little League for permission to erect a permanent fence around the baseball field located on Borough property at the Merchantville Community Center, 212 Somerset Avenue, Merchantville, New Jersey 08109, under the terms and conditions of this Resolution and Agreement that is attached hereto, be and hereby is approved; and

BE IT FURTHER RESOLVED that Frank M. North, Mayor of the Borough of Merchantville and Denise Brouse, Borough Clerk of the Borough of Merchantville be and hereby are authorized to execute the Interlocal Services Agreement by and between the Borough of Merchantville and the County of Camden, attached hereto as Exhibit "A," relative to certain snow removal services, on behalf of the Borough of Merchantville.

ORDINANCE INTRODUCTION-On a motion of Mr. Brennan and second of Mr. Brickley, Council approved the introduction of the following Ordinance:

10-13

**ORDINANCE OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY
AMENDING CHAPTER 25, FEES FOR PUBLIC
DOCUMENTS, IN THE CODE OF THE BOROUGH OF
MERCHANTVILLE**

BE IT ORDAINED by the Mayor and Borough Council of the Borough of Merchantville, County of Camden, and State of New Jersey, that Article II. of Chapter 25, Fees for Public Documents, in the Code of the Borough of Merchantville is hereby amended as follows:

ARTICLE I. ARTICLE II. SECTION 25-7 Municipal Court fees.

The following schedule of fees is hereby added to the fees so listed in Section 7 of Article II. of Chapter 25 of the Code of the Borough of Merchantville:

Letter size pages or smaller: \$0.05 per page.

Legal size page or larger: \$0.07 per page.

If actual costs to produce the paper copy exceeds the \$0.05 and/or \$0.07 rates, the actual costs of duplication will be charged.

Actual postage for any documents sent by mail.

Actual costs for the envelope for any documents sent by mail.

Photographs will be photocopied at the actual cost. If requests are made for suplicate photographs, the actual cost of making the photographs shall be charged.

Duplication of videotapes, computer disc, CD-ROM and/or DVD will be charged the actual costs to provide this record.

On any item that cannot be photocopied on the Borough copy machine or not otherwise provided for in this schedule, the actual cost incurred in making the copy shall be charged. Any document that has to be retrieved from the off-site record archive facility will be charged the actual costs to retrieve this document.

ARTICLE I. ARTICLE II. SECTION 25-8 Municipal Court fees.

A. All requests for discovery in matters pending in the Merchantville Borough Municipal Court shall be submitted through the Municipal Prosecutor.

B. The following fees shall be payable by the requestor to the Borough of Merchantville for the discovery provided:

1. Letter size pages or smaller: \$0.05 per page.

2. Legal size page or larger: \$0.07 per page.

3. If actual costs to produce the paper copy exceeds the rates listed in Subsections

1. and 2. above, the actual costs of duplication will be charged.

4. Actual postage for any discovery sent by mail.

5. Actual costs for the envelope for any discovery sent by mail.

6. Photographs will be photocopied at the rates established herein. If requests are made for suplicate photographs, the actual cost of making the photographs shall be charged.

7. Duplication of videotapes, computer disc, CD-ROM and/or DVD will be charged the actual costs to provide this record.

8. On any item that cannot be photocopied on the Borough copy machine or not otherwise provided for in this schedule, the actual cost incurred in making the copy shall be charged.

9. Any discovery that has to be retrieved from the off-site record archive facility will be charged the actual costs to retrieve this record.

C. Where the discovery must be obtained from an entity other than the Borough of Merchantville (e.g. another police department), the actual costs paid to the other entity shall be paid by the requestor.

ARTICLE II.

All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith.

ARTICLE III.

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

PAYMENT OF BILLS

On the motion of Mrs. Fields and second of Mr. Alloway, with Mr. Brickley abstaining, Council approved the following bills for payment:

ADJOURNMENT:

On the motion of Mrs. Fields and second of Mr. Alloway the meeting was adjourned at 8:04 PM.

DENISE BROUSE
BOROUGH CLERK