

Merchantville, NJ

November 8, 2010

A regular meeting of Borough Council was held at 7:30 PM, Monday, November 8, 2010. Council president Perno 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, Brunton, Brickley, Fields, Clerk Brouse, Attorney Higgins.

Everyone was saddened by the passing of Deanie Guggino

PUBLIC HEARING ON ORDINANCE 10-13 Amending Chapter 25 fees for public documents.

None

ADOPT ORDINANCE 10-13 Amending Chapter 25 fees for public documents: On a motion of Mr. Brennan and second of Mr. Brunton, Council adopted 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 25-7Municipal 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 duplicate 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 supPLICATE 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.

PUBLIC

Gail Ford, 135 N. Centre Street, congratulations to Mr. Perno on the election. Several questions were asked to Councilman Perno regarding the proposed bike path improvements in Merchantville and Mr. Perno's employment position at Coopers Ferry in Camden. The question was also asked if he was responsible for securing grant funds for DOT funds. Yes Mr. Perno responded to the questions stating that he was the President and CEO and on the advisory committee from Camden and other area rail lines. This did not pose a conflict of interest as far as he was concerned. Some people may be opposed to it being connected, but others might want it connected. His organization has no role when it leaves Camden and the connection would be in Pennsauken having no authority in either Camden or Merchantville. When asked if the public would get to have a say, it was stated that attending a freeholder meetings would be recommended. Mr. Perno does not see a conflict of interest being on the Bike Path committee.

Mr. Brunton asked Mr. Higgins a question regarding the bike path committee and having key public official serve, did he see any conflict of interest? No

Jim Moore, 19 Springfield Avenue, Congratulations on election.

Pam Matukonis, 501 W Maple Avenue, Congratulations on the campaign, we wish you well.

Jim Richards, 130 Westminster Avenue, Was the Police vehicle budgeted? Yes it was. Was money out of surplus? No. Spring budget year will come to a head with options and tax increase. Can council have sessions in February this year? Will a multi year plan in place soon? Working on it.

Bob Paulson, 19 N. Centre Street, The Borough received a Shade Commission Grant.

Gail Ford, 135 N. Centre Street, Salary Ordinance was approved in September. Are there plans to cut personnel? No discussion at this time.

ENGINEERS REPORT: report was given on Locust Street and Fire house ramp, finished videoing sewer lines, bike path is still waiting to go out to bid. All of the DOT projects are having the same issue. Fire ramp recommendation should be ready by the next meeting.

APPROVAL OF MINUTES: On a motion of Mr. Brennan and second of Mrs. Fields, with Mr. Brunton abstaining, Council approved the regular meeting minutes for 9/13/10.

APPROVAL OF MINUTES: On a motion of Mr. Brickley and second of Mr. Brunton, with Mrs. Fields abstaining, Council approved the regular meeting minutes for 9/27/10.

CORRESPONDENCE

COUNCIL REPORTS

Mrs. Fields planning board meeting scheduled for tomorrow has no agenda at this time. Code Enforcement meeting is November 17th, NPP is finishing up projects.

Mr. Brickley Public Works had a good couple of weeks, 4 to 5 days behind on leaves. Monday and Thursday area 2 should be collected, Nelson tree service has been working on trees. Plow and trucks are getting road ready. We have enough salt and sand and we are working with Cherry Hill for leaf disposal.

Mr. Brunton no report

Mr. Brennan reported on Public events, Clean up day is scheduled for November 27 at 9:00 AM at Gazebo. November 15th Public Events meeting 7:00 PM. December 4th parade and tree lighting. Kevin away no fire report, Court collected \$16,030.

Mr. Alloway reported 257 police calls, 174 traffic, 19 Boro ordinances. No Halloween problems, some issues at Community Center and Gazebo at night. DWI patrols will be added over Thanksgiving.

Mr. Perno reported there will be a change the way CDBG funds are distributed, may get them every 3 years in a larger sum to be able to spend on a project or may change the way it is allocated. It should not affect the dollar amount that we will receive.

CLERK'S REPORT

The League Conference in Atlantic City is next week. Boro hall is closed on Thursday, November 11 for Veteran's day.

New OPRA rules have been sent from the State and we will make necessary changes to our ordinance.

OLD BUSINESS

Leaf collection information and update will be on the web site, look for postings. Cherry Hill trash collection, pre bid meeting will take place. Both large and small companies will be bidding and this will offer many choices. We may have a smaller carrier. We could save on workman's comp claims. Council will be updated as information becomes available.

NEW BUSINESS

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

**10-14
ORDINANCE OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY
AMENDING CHAPTER 70, SEWERS, 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 Chapter 70, Sewers, is hereby amended to the Code of the Borough of Merchantville, as follows:

ARTICLE I. SECTION 70-8 Sewer
Services charges.

A. The sewer service charges in the Borough of Merchantville shall be as follows:

1. For residential dwellings shall be Two Hundred, Twenty (\$226.00) Dollars per living unit per year. In the calendar year 2010, this sewer service shall be payable on June 1, 2010 in the amount of Ninety-six (\$96.00) Dollars, and December 1, 2010 in the amount of One Hundred, Thirty (\$130.00) Dollars.

2. In the calendar year 2011 and thereafter, the sewer service for residential dwellings per living unit shall be payable on April 1 and October 1 of the calendar year in equal payments of One Hundred, Ten (\$110.00) Dollars.

3. For a residential living unit which qualifies for a senior citizen tax deduction shall be One Hundred, Ten (\$110.00) Dollars per living unit per year. In the calendar year 2010, this sewer service for a residential living unit which qualifies for a senior citizen tax deduction shall be payable on June 1, 2010 in the amount of Forty-eight (\$48.00) Dollars, and December 1, 2010 in the amount of Sixty-two (\$62.00) Dollars.

4. In the calendar year 2011 and thereafter, the sewer service for a residential living unit which qualifies for a senior citizen tax deduction shall be payable on April 1 and October 1 of the calendar year in equal payments of Fifty-five (\$55.00) Dollars.

5. Sewer service for commercial properties shall be billed at a fee of One Hundred, Eighty (\$180.00) Dollars per commercial unit per year, plus One Dollar and Fifty Cents (\$1.50) per 100 cubic feet of water used. In the calendar year 2010, this minimum rate for sewer service per commercial unit shall be payable on June 1, 2010 in the amount of Seventy-eight (\$78.00) Dollars plus One Dollar and Fifty Cents (\$1.50) per 100 cubic feet of water used, and December 1, 2010 in the amount of One Hundred, Two (\$102.00) Dollars plus One Dollar and Fifty Cents (\$1.50) per 100 cubic feet of water used.

6. In the calendar year 2011 and thereafter, the sewer service fee per commercial unit shall be payable on April 1 and October 1 of the calendar year in equal payments of Ninety (\$90.00) Dollars, plus One Dollar and Fifty Cents (\$1.50) per 100 cubic feet of water used.

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 its passage and publication according to law.

Discussion- Store hours for liquor store. After a discussion among council and a review of other store hour in the area, it was decided that the ordinance will stay the same at this time.

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

R10-113

AN INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN THE TOWNSHIP OF CHERRY HILL AND THE BOROUGH OF MERCHANTVILLE RELATIVE TO THE DISPOSAL OF LEAVES BY TOWNSHIP FOR THE BOROUGH OF MERCHANTVILLE

THIS AGREEMENT, made this ____ day of _____, 2010, by and between CHERRY HILL TOWNSHIP, a municipal corporation of the State of New Jersey, with offices located at 820 Mercer Street, Cherry Hill, NJ 08002 (hereinafter "TOWNSHIP"), 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 (hereinafter "MERCHANTVILLE").

W I T N E S S E T H:

WHEREAS, the MERCHANTVILLE is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the TOWNSHIP is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, N.J.S.A. 40:A:65-1, et seq., the "Uniformed Shared Services and Consolidation Act," permits a municipality to enter into a contract with another municipality within its jurisdiction for any service which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, MERCHANTVILLE has determined that it will be cost effective and efficient and less costly to the residents of MERCHANTVILLE for the TOWNSHIP to dispose of its leaves; and

WHEREAS, the TOWNSHIP has determined that it has the capability to provide said service; and

WHEREAS, MERCHANTVILLE and TOWNSHIP intend, by virtue of this document, to set forth the terms and conditions of this Agreement; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Interlocal Services Agreement pursuant to Resolutions of their respective Councils attached hereto and made a part of this Agreement.

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

TERM

This Agreement shall be for a period of five (5) years commencing on January 1 of the date preceding the execution of this Agreement, and shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

DISPOSAL OF LEAVES

The TOWNSHIP will allow MERCHANTVILLE to dispose of municipally collected leaves at the TOWNSHIP'S compost facility / recycling (facility ID #0409000210) on Kresson Road. Collected leaves will be composted or transferred to another approved recycling facility or an exempt farm location as determined by the TOWNSHIP.

ALLOCATION OF PAYMENTS

MERCHANTVILLE will pay to TOWNSHIP \$2.00 per cubic yard. The TOWNSHIP shall provide to MERCHANTVILLE a detailed invoice of the cost and MERCHANTVILLE shall make the necessary arrangements to remit payment to the TOWNSHIP within thirty (30) days following receipt of said invoice. The Township will add a \$75.00 fee to each invoice to offset costs of facility management and administration.

4. AUDIT

Pursuant to the Single Audit Act of 1984, TOWNSHIP agrees to permit MERCHANTVILLE 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.

5. INDEMNIFICATION

MERCHANTVILLE shall indemnify, hold harmless and defend TOWNSHIP, its elected 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 performance of the services under this Agreement.

TOWNSHIP shall indemnify, hold harmless and defend MERCHANTVILLE, its elected 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 performance of the services under this Agreement.

6. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested, for the TOWNSHIP to the Township Clerk, Township of Cherry Hill, 820 Mercer Street, Cherry Hill, NJ 08002, and for the MERCHANTVILLE to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, NJ 08109.

7. 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 and 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 are 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 TOWNSHIP'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. Funding

In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

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.

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

**R10-114
GRANT AGREEMENT
BETWEEN
Borough of Merchantville
AND
THE STATE OF NEW JERSEY
BY AND FOR**

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: PF11-030 Error! Reference source not found.

GOVERNING BODY RESOLUTION

The governing body of **Borough of Merchantville** desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ **2372** to fund the following project:
2010 Business Stimulus Fund Grant (BSF)

Therefore, the governing body resolves that **Frank M. North** or the successor to the office of **Mayor** is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$ **2372** and not more than \$ **2372**, and (c) to execute any amendments thereto any amendments thereto which do not increase the Grantee's obligations.

*The **Borough of Merchantville Council** authorizes and hereby agrees to match **n/a** % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. **n/a** % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*
 The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

R10-115

**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
 COUNTY OF CAMDEN AND STATE OF NEW JERSEY
 ESTABLISHING AND IMPLEMENTING A FAIR AND OPEN
 PROCESS FOR THE SELECTION OF PROFESSIONAL
 SERVICES PROVIDERS FOR THE BOROUGH OF
 MERCHANTVILLE IN THE CALENDAR YEAR 2011**

WHEREAS, the Borough of Merchantville requires the services of various professional service providers; and

WHEREAS, professional services are exempt from the requirement of public bidding pursuant to N.J.S.A.40A:11-5; and

WHEREAS, the Borough of Merchantville continues to find it advisable to select professionals primarily on the basis of qualification including qualifications uniquely suited to the needs of the Borough of Merchantville; and

WHEREAS, the Borough of Merchantville has determined that it is appropriate to implement a fair and open process for the awarding of professional service contracts; and

WHEREAS, to receive statements of qualification in a manner that fosters a fair and open process it is necessary and advisable to establish advance general criteria and specific minimum requirements for so many of those appointments as possible; and

WHEREAS, the Borough of Merchantville has determined that a fair and open process requires public advertisement of professional appointments in a manner and with sufficient time to provide notice in advance of the contemplation of the appointment and the criteria to be considered in making the appointment; and

WHEREAS, the Borough of Merchantville has determined that a fair and open process requires that all responses be publicly opened and announced and thereafter that all appointments be made at a public meeting of the governing body and then published in accordance with N.J.S.A. 40A:11-5.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Borough Council of the Borough of Merchantville as follows:

1. All professional service appointments contained on Schedule A attached to and made a part hereof shall be subject to a fair and open process as set forth below.
2. The Borough Clerk shall cause a legal notice to be published in a newspaper authorized to publish legal notices for the Borough, stating that a full listing of all professional service appointments subject to a fair and open process together with the criteria established for the consideration of qualifications will be posted on the Borough's internet website beginning no later than November 15, 2010.
3. The criteria for each position contained on Schedule A follows immediately subsequent to the listing on Schedule A. These criteria shall be disclosed together with the posting of these positions on the Borough's internet website as set forth above.
4. The website posting shall inform potential applicants that all submissions must be made to the Office of Borough Clerk and received not later than 12:00 p.m. December 9, 2010.
5. Commencing at 12:01 p.m. on December 9, 2010, or as soon thereafter as may be possible, the Borough Clerk or his designee shall publicly open and announce all submissions in the Borough's public meeting room.
6. The Mayor and Borough Council shall thereafter review all submissions.
7. Appointments shall thereafter be made at a public meeting of the Mayor and Borough Council of the Borough of Merchantville.
8. Subsequent to appointments, appropriate notices shall be published in accordance with the requirements of N.J.S.A. 40A:11-5.

BE IT FURTHER RESOLVED, that the Mayor and Borough Council have determined that the terms of this Resolution constitute a fair and open process as to all positions included herein.

PAYMENT OF BILLS

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

**R10-116
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 bills approved therein.

Borough of Merchantville	Bill List Summary	November 8, 2010	
		Revenue fund	Current Fund
Checks Current Fund			
	2010 Budget		\$584,519.02
	State / Federal Grants		\$1,593.80
	Debt Service		
	Board of Education		
	Revenue Current	\$95,605.85	
	Checks Delivered		\$8,552.78
	Total	\$95,605.85	\$594,665.60
Sewer Utility Fund			
	2010 Budget		\$53.50
	Debt Service		
	Checks Delivered		
	Total Sewer		\$53.50

Recreation Commission			
	2010 Budget		\$397.68
	Revenue Rec	\$700.00	
	Checks Delivered		
Total Recreation		\$700.00	\$397.68
General Capital Fund			
	2010 Budget		\$250.48
Sewer Capital Fund			
	2010 Budget		
	Checks Delivered		
Total Capital			\$250.48
Trust-Other Fund			
	2010 Budget		\$900.00
	Checks Delivered		
Total Trust			\$900.00
Animal Trust			
	2010 Budget		
Unemployment			
	2010 Budget		
	Checks Delivered		
		Total	
Total Bill list	Revenue \$96,305.85	Budget	\$596,267.26

PRIVATE SESSION

On a motion of Mr. Perno and second of Mr. Brickley, Council adjourned into private session to discuss matters of personnel and litigation.

Back into public session

On a motion of Mr. Perno and second of Mr. Brickley, council returned to public session.

ADJOURNMENT:

On the motion of Mr. Perno and second of Mr. Brunton the meeting was adjourned at 8:55 PM.

DENISE BROUSE
BOROUGH CLERK

