

Merchantville, NJ      October 21, 2013

A regular meeting of Borough Council was held at 7:30 PM, Monday, October 21, 2013. Mayor Frank 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 and Sperrazza, Clerk Brouse, CFO Moules and Attorney Higgins were present.

**PUBLIC**

**Bill Walker-23 W. Cedar Ave.-** 9 E. Park Avenue, Lease? Mr. Tamboro picked it up today. Lease or rent or space for desire.

**ENGINEER'S REPORT-Report attached-** Crosswalk resolution  
Michael-EPA grant-will call in a day or so. File letter of intent for NJEIT funding, next need to file application.

**APPROVAL OF MINUTES-** On a motion of Mr. Brennan and second of Mrs. Fields, Council approved the caucus minutes for 9/23/13 and regular meeting minutes for 9/9/13.

**PUBLIC HEARING ON ORDINANCES-none**

**CORRESPONDENCE**

DelDuca-20 W Maple-Mr. Higgins could work on the negotiations for the back of the building into the Borough lot. No formal easements on other properties in that area.  
Niznik letter

**COUNCIL REPORTS**

**Mr. Sperrazza-** nothing to report

**Mr. Brennan-**Police 279 calls, 239 tickets, 28 criminal, 3 DWI, 85 parking. October 26<sup>th</sup> pill pick up. End of November delivery of vehicle. New school security meeting with schools 2x yearly.

**Mr. Grasso-** Fire 11 calls, 89 for year as of August-Octoberfest success, Court \$13,673 collected, 1368 added, 378 disposed. Public Events-yard sale success- Safe Halloween signs going up, letters sent out for curfew. Merchantville haunted house this Friday and Saturday. Parade-letters out-December 6<sup>th</sup> @ 6:45. Grand Marshall decided. Looking for volunteers. Breakfast with Santa December 14<sup>th</sup> 10-12.

**Mr. Volkert-** Public Works report, September 7.7 tons waste, 210 so far, new yard waste location. Auction.

**Mrs. Fields-** Rec-no report, playground mat \$107,000 quotes. HPC met and reviewed sign ordinance. McLoone and Waldron are working on a sign packet for applicants. Code-6 resales, 101 rental units. October 23<sup>rd</sup> Dept-Code meeting. OEM problems getting volunteers. May consider being joint with Pennsauken. Drug Alliance extension for grant may be losing funds.

**Clerk's Report**

Verizon Lot  
Lease on Park Ave.  
Vehicle maintenance quotes  
RFP's will go out  
Council meeting dates 11/8 and 11/25

Auction  
 Bellmawr concrete  
 Codify ordinance  
 League November 19<sup>th</sup>, 20<sup>th</sup> and 21<sup>st</sup>

## **NEW BUSINESS**

**DISCUSSION**-Police side work overtime pay-Overall raise of \$10.00, no raise since 2002. Resolution for next meeting.

**APPROVAL**-Handicap parking spot-On a motion of Mr. Brennan and second of Mrs. Fields, Council approved the handicap parking spot.

**DISCUSSION**-YMCA proposal for use at Community Center

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

### **R13-107**

#### **SHARED SERVICE AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF BELLMAWR, COUNTY OF CAMDEN, STATE OF NEW JERSEY, AND RELATIVE TO THE RENTAL OF EQUIPMENT AND MANPOWER FOR ASPHALT REHABILITATION AND CONCRETE REHABILITATION OF VARIOUS ROADWAYS AND PUBLIC GROUNDS WITHIN MERCHANTVILLE.**

**THIS DOCUMENT** constitutes a Uniform Shared Service Agreement pursuant to N.J.S.A. 40:65-1 et seq. entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue Merchantville, New Jersey, 08109{Merchantville}, and the Borough of Bellmawr, a body politic and corporate of the State of New Jersey with offices located at 21 East Browning Road, Bellmawr, New Jersey, 08031 {Bellmawr}. The date of this Agreement is the 21st day of October, 2013 .

#### **WITNESSETH**

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

**WHEREAS**, the Borough of Bellmawr {hereinafter "Bellmawr"} is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, Merchantville and Bellmawr wish to enter into an Agreement whereby Bellmawr would provide Manpower and Equipment for the purpose of asphalt/concrete rehabilitation of various roadways and public grounds within Merchantville.

**WHEREAS**, by negotiations previously had between Bellmawr and Merchantville, the terms and provisions hereafter set forth were determined and agreed thereto; and

**WHEREAS**, Merchantville and Bellmawr intend by virtue of this document to set forth the terms and conditions of this agreement; and

**WHEREAS**, the proper and respective public officials are or will be authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective governing bodies, attached hereto and made part of this agreement;

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

#### **1. SCOPE**

- 1.1 The Borough of Bellmawr will provide Manpower and Equipment for the purpose of the asphalt/concrete rehabilitation of various roadways and public grounds within Runnemede.
- 1.2 Merchantville will pay all cost of asphalt under contract with American Asphalt Company, Inc. and pay all cost associated with local vendors for concrete (lowest quoted)

- 1.3 The Borough of Bellmawr will be responsible for all mark-outs to be obtained from New Jersey One Call.
- 1.4 The Borough of Merchantville is responsible to provide as-built plans of various roadways in need of repair if available.
- 1.5 The Borough of Bellmawr is responsible for removal of failed sub-base materials.
- 1.6 The Borough of Bellmawr is responsible for the installation of 3 inch paving of roadways utilizing HMA 19M64 (base mix). If agreed upon lesser or greater depths to be installed.
- 1.7 The Borough of Bellmawr is responsible for the installation of 2 inch paving of roadways utilizing HMA 9.5M64 (top mix). If agreed upon lesser or greater depths to be installed.
- 1.8 The Borough of Merchantville is responsible for storage/usage of excavated milling materials. All materials to be stored at Merchantville Public Works Department.
- 1.9 The Borough of Merchantville will be responsible for traffic control if needed and for notification of residents and businesses.
- 1.10 The Borough of Merchantville will be responsible for any tree pruning prior to work commencing.
- 1.11 The Borough of Bellmawr will be responsible for concrete removal and disposal.

## **2. TERM**

The services to be furnished hereunder shall commence between October 22, 2013 and ending by October 21, 2018. This agreement may be extended by the mutual agreement, in writing, of the parties.

## **3. PAYMENT**

The Borough of Merchantville agrees to pay Bellmawr \$35.00 per hour, per man, plus \$35.00 per hour for asphalt equipment rental. The Borough of Merchantville agrees to pay Bellmawr \$50.00 per man hour for concrete rehabilitation plus \$35.00 per hour for concrete equipment rental.

## **4. AUDIT**

Pursuant to the single audit Act of 1984, Bellmawr and Merchantville agree to allow each other's agents to examine any and all records relevant to this agreement and shall make 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 and Bellmawr shall indemnify and hold each other harmless and defend each other, 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.

The execution and delivery of this agreement shall not be construed to confer any right of action against either municipality on behalf of the other or on behalf of any other person, natural or otherwise, for any failure, neglect or breach of any term, covenant or condition thereof. The agreement and all of its terms, conditions and provisions are solely for the benefit of Bellmawr and Merchantville, and it is understood and agreed between parties hereto that the sole remedy of either Merchantville or Bellmawr in the event of any failure or breach of this agreement shall be the termination hereof.

## **6. NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Bellmawr to the Borough Clerk, Borough of Bellmawr, at P.O. Box 368 Bellmawr New Jersey, 08031 and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 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 the 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 references only and shall not affect the meaning and interpretation of this agreement.

**Resolution No. 13-108**

Resolution: Approval to submit a grant application and execute a grant contract with the US Environmental Protection Agency (USEPA) for the Storm water Management System Improvements and Sanitary Sewer Rehabilitation.

NOW, THEREFORE, BE IT RESOLVED that Council of Merchantville formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to submit a grant application to the USEPA on behalf of the Borough of Merchantville.

BE IT FURTHER RESOLVED that Mayor is hereby authorized to sign the grant application to the USEPA and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council

On this 21st day of October, 2013

\_\_\_\_\_  
Mayor

My signature and the Clerk’s seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL \_\_\_\_\_  
(Clerk) (Presiding Officer)

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**R13-109**  
**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY**  
**OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING**  
**SUBMISSION OF AN APPLICATION TO THE NEW JERSEY**  
**DEPARTMENT OF TRANSPORTATION FOR MUNICIPAL AID**

**WHEREAS** the New Jersey Department of Transportation has an allotment of funding available to municipalities in the Local Aid Infrastructure Fund; and

**WHEREAS** the Borough of Merchantville desires to apply for discretionary aid for the improvements of reconstruction on Chestnut and Linden Avenues;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Borough Engineer is hereby authorized to prepare an application and the Borough Clerk is authorized to sign and execute the application to NJ DOT District 4, One executive Campus, Route 70 W. 3<sup>rd</sup> Floor, Cherry Hill, NJ 08002.

**R13-110**  
**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN**  
**AND STATE OF NEW JERSEY AUTHORIZING OFFICIAL REPRESENTATIVE FOR**  
**THE BOROUGH OF MERCHANTVILLE FOR DOT GRANTS AS REQUIRED FOR**  
**FEDERAL AGENCIES**

**WHEREAS**, Department of Transportation within the Division of Local Aid and Economic Development administer federal grants for the Federal Highway Program; and

**WHEREAS**, Department of Transportation require that the local public agency authorize a responsible charge that will be the official representative for the agency; and

**WHEREAS**, this responsible charge is required to be a full time employee of the Borough of Merchantville and responsible to maintain all records provide oversight of construction activities and establish a written policy to ensure all requirements are met; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey, authorizes Denise Brouse to serve as the official representative for the Borough of Merchantville;

**R13-111**  
**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,**  
**COUNTY OF CAMDEN AND STATE OF NEW JERSEY**  
**AUTHORIZING SPECIAL EMERGENCY RESOLUTION**

**WHEREAS**, it has been found necessary to make an Emergency Appropriation to meet certain extraordinary expenses incurred, or to be incurred, for Codification and shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-55; and

**WHEREAS**, N.J.S.A. 40A:4-53 provides that it shall be lawful to make such appropriation, which appropriation and/or the "special emergency notes" issued to finance the same shall be provided for in succeeding annual budgets by the inclusion of an appropriation of at least one-fifth of the amount authorized pursuant to this act;

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Merchantville in the County of Camden, New Jersey, that in accordance with the provisions of N.J.S.A. 40A:4-55:

1. An emergency appropriation is hereby made for the Codification of Borough Ordinances in the total amount of \$10,000.00.
2. That the emergency appropriation shall be provided for in the budgets of the next succeeding years by the inclusion of not less than \$2,000.00.
3. That two (2) certified copies of this resolution will be filed with the Director of the Division of Local Government Services; however, no approval is required from the Division.

**BOROUGH OF MERCHANTVILLE, NEW JERSEY**

**RESOLUTION NO. 13-112****RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$79,200 OF SPECIAL EMERGENCY NOTES OF THE BOROUGH OF MERCHANTVILLE; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID NOTES FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE NOTES****BACKGROUND**

**WHEREAS**, the Local Budget Law, Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Budget Law") authorizes, *inter alia*, municipalities to adopt ordinances authorizing special emergency appropriations for a complete program of revaluation of real property in the Borough; and

**WHEREAS**, the Borough Council ("Council") of the Borough of Merchantville, County of Camden, New Jersey ("Borough"), has duly and finally adopted ordinance 11-08 ("Ordinance") appropriating the sum of \$132,000 to pay the costs associated with the program of revaluation of real property in the Borough ("Project"); and

**WHEREAS**, Section 55 of the Local Budget Law, N.J.S.A. 40A:2-55, authorizes the Borough to issue special emergency notes to finance the costs of the Project; and

**WHEREAS**, the Borough has heretofore issued its special emergency notes in the principal amount of \$105,600 to finance the cost of the Project ("Prior Notes"); and

**WHEREAS**, the Prior Notes mature on October 30, 2013; and

**WHEREAS**, Section 55 of Local Budget Law, N.J.S.A. 40A:2-55, requires the Borough to pay, at maturity, one-fifth of the total amount authorized under the Ordinance; and

**WHEREAS**, it is the desire of the Borough to issue its special emergency notes in the principal amount of up to \$79,200, as further described in Exhibit "A", the proceeds of which, together with other available funds in the amount of \$26,400, will be used to repay the Prior Notes at maturity; and

**WHEREAS**, pursuant to the Local Budget Law and the Ordinance, it is the intent of the Borough Council to hereby authorize, approve and direct the issuance and sale of such special emergency notes for the Project as further described in Exhibit "A" attached hereto, to ratify and confirm certain actions heretofore taken by or on behalf of the Borough, and to make certain related determinations and authorizations in connection with such issuance and sale.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), PURSUANT TO LOCAL BUDGET LAW, AS FOLLOWS:**

**Section 1.** Pursuant to the Local Budget Law, the issuance of special emergency notes of the Borough, to be designated, substantially, "Borough of Merchantville, County of Camden, New Jersey, Special Emergency Notes of 2013, Series A" ("Notes"), in an aggregate principal amount of up to \$79,200, is hereby authorized, approved, ratified and confirmed.

**Section 2.** The Chief Financial Officer, with the assistance of the law firm of Parker McCay P.A., Bond Counsel, is hereby authorized and directed to award and sell the Notes at a public or private sale at a price of not less than par, and to deliver the same to the purchaser thereof upon receipt of the payment of the purchase price thereof.

**Section 3.** At the next meeting of the Borough Council after the sale of the Notes, the Chief Financial Officer is hereby authorized and directed to report, in writing, to the Borough Council, the principal amount, rate of interest and the name of the purchaser of the Notes.

**Section 4.** The Notes shall be dated the date of delivery thereof and mature no later than one year from said date. The Notes will not be subject to redemption prior to maturity. The Notes may be renewed from time to time, but shall be paid and mature in accordance with the provisions of Section 55(b) of the Local Budget Law, N.J.S.A. 40A:4-55(b).

**Section 5.** The Notes shall be issued in bearer form in denominations of \$10,000 or greater. The Notes shall be executed in the name of the Borough by the manual or facsimile signatures of the Mayor and Chief Financial Officer, and shall be under the corporate seal of the Borough affixed, imprinted, or reproduced thereon, and attested by the manual or facsimile signature of the Borough Clerk or Deputy Borough Clerk.

**Section 6.** The Notes are ultimately payable from ad valorem taxes that shall be levied upon all taxable real property in the Borough without limitation as to rate or amount.

**Section 7.** The Borough hereby covenants that it will not make any use of the proceeds of the Notes or do or suffer any other action that would cause: (i) the Notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Notes to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Notes to be treated as an item of tax preference under Section 57(a)(5) of the Code.

**Section 8.** The Borough hereby covenants as follows: (i) it shall timely file, or cause to be filed, with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 9.** The Borough hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Notes.

**Section 10.** The Borough hereby designates the Notes as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the Borough hereby represents that it reasonably anticipates that the amount of tax-exempt obligations to be issued by the Borough during the period from January 1, 2013 to December 31, 2013, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed \$10,000,000 when added to the aggregate principal amount of the Notes.

For purposes of this Section 10, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the Borough: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

**Section 11.** All actions heretofore taken and documents prepared or executed by or on behalf of the Borough by the Mayor, Chief Financial Officer, Treasurer, Borough Clerk, other Borough officials or by the Borough's professional advisors, in connection with the issuance and sale of the Notes are hereby ratified, confirmed, approved and adopted.

**Section 12.** The Mayor, Chief Financial Officer and Borough Clerk are hereby authorized and directed to determine all matters and execute all documents and instruments in connection with the Notes not determined or otherwise directed to be executed by the Local Budget Law or by this or any subsequent resolution, and the signatures of the Mayor, Chief Financial Officer or Borough Clerk on such documents or instruments shall be conclusive as to such determinations.

**Section 13.** All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 14.** This Resolution shall take effect immediately upon adoption this 23rd day of September, 2013.

**Exhibit "A"**

<b>Ordinance Number</b>	<b>Notes Authorized</b>	<b>Notes Outstanding</b>	<b>Available Funds</b>	<b>Notes to be Issued</b>
11-08	\$132,000	\$105,600	\$26,400	\$79,200

**R13-113**

**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 Sperrazza council person 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 13-04SPC to St. Peter Catholic Church for the raffle taking place on April 12, 2014.

**R13-114**  
**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 21<sup>st</sup> day of October, 2013.

**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 "2012-2013" 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, 2013. Failure to collect reimbursement materials by June 30, 2013 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.

**R13-115  
RESOLUTION**

On a motion of Mr. Brennan and second of Mrs. Fields, Council approve the payment of the following bills.

**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.

<b>CURRENT FUND</b>	<b>REVENUE</b>	<b>BUDGET</b>
CHECKS CURRENT FUND		
	\$	\$
2013 BUDGET	1,238.29	84,091.10
		\$
GRANTS		3,018.47
PFRS		
PERS		
DEBT SERVICE		
BOARD OF		
EDUCATION*		\$
CAMDEN COUNTY		510,416.97
WIRE TRANSFERS		\$
PAYROLL	9/20/13-10/18/13	204,123.96
WIRES / MANUAL		\$
CHECKS		138,104.84
	\$	\$
TOTAL CURRENT	1,238.29	939,755.34
<b>SEWER UTILITY</b>		
CHECKS SEWER FUND		
		\$
2013 BUDGET		4,000.00
DEBT SERVICE		
WIRE TRANSFERS		\$
PAYROLL	9/20/13-10/18/13	7,287.52
WIRE NJEIT LOAN		
WIRES /MANUAL CHECKS		
	\$	\$
TOTAL SEWER	-	11,287.52
<b>GENERAL CAPITAL FUND</b>		
CHECK CAPITAL FUND		\$
MANUAL CHECK		32,870.10
	\$	\$
TOTAL CAPITAL	-	32,870.10
<b>TRUST FUND</b>		
CHECK TRUST OTHER		\$
FUND		7,976.46
WIRE TRANSFERS		\$
PAYROLL	9/20/13-10/18/13	21,278.58

WIRES / MANUAL CHECKS		\$	27,600.00
TOTAL TRUST		\$	\$
		-	56,855.04
<b>SEWER CAPITAL FUND</b>			
CHECK SEWER CAPITAL		\$	66,033.05
MANUAL CHECKS			
WIRE TRANSFERS			
PAYROLL			
TOTAL SEWER CAPITAL		\$	\$
		-	66,033.05
<b>RECREATION TRUST</b>			
CHECK RECREATION TRUST	2013 BUDGET	\$	\$
MANUAL CHECKS		750.00	4,505.94
WIRE TRANSFERS			\$
PAYROLL	9/20/13-10/18/13		635.68
TOTAL RECREATION		\$	\$
		750.00	5,141.62
<b>ANIMAL TRUST FUND</b>			
ANIMAL TRUST CHECK		\$	3.60
TOTAL ANIMAL TRUST		\$	\$
		-	3.60
<b>TOTAL BILL LIST &amp; MANUAL CHECKS/WIRE</b>		\$	\$
		1,988.29	1,111,946.27
GRAND TOTAL			<b>\$ 1,113,934.56</b>

**ANNOUNCEMENTS:**

**ADJOURNMENT:** On the motion of Mr. Grasso and second of Mr. Sperrazza the meeting was adjourned at 8: P.M.

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DENISE BROUSE  
BOROUGH CLERK