

Merchantville, NJ November 18, 2013

A regular meeting of Borough Council was held at 7:30 PM, Monday, November 18, 2013. Council President, Steve Volkert 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, Sperrazza and Perno, Clerk Brouse, CFO Moules and Attorney Higgins were present.

PUBLIC

Jessica Rafcowski-18 Euclid Ave.-Homeowner has a pig and wants to know the progress of the animal ordinance.

Bill Walker-23 W. Cedar Ave.- .Bank status? Met a month and half ago. Had some interest and trying to get someone in and working on redevelopment of the area. Art Center? No longer interested in property.

ENGINEER'S REPORT-Report attached- NJ EIT storm Sandy-prep funds? Plans this month for Chestnut

APPROVAL OF MINUTES- On a motion of Mrs. Fields and second of Mr. Grasso, with Mr. Perno abstaining Council approved the caucus minutes for 10/28/13 and regular meeting minutes for 10/21/13.

PUBLIC HEARING ON ORDINANCES-none

CORRESPONDENCE

COUNCIL REPORTS

Mrs. Fields-Annual reviews are do, please complete them as soon as possible. Recreation report rentals 66, I would like to compare last year's numbers. We have six set up for next year. HPC will not meet. December 11th at 3:15 is the Code Meeting, 7 new rentals and 182 rental inspections done. Leaf Ordinance? None for removing leaves in yards-fire violation-Kevin to site? OEM waiting to hear about training-Drug Alliance Extension

Mr. Volkert- Public Works report, 2 truckloads of electronics and will receive the funds, 135 hours of slap help, painted curb. New outlet at stage area.

Mr. Grasso- 7 fire calls in October, 110 for year, Court collected to date \$14,999 as of October, 291 added, 347 disposed. Parade and Breakfast with Santa planning, 60% of acts confirmed, December 6th at 6:45, 7:00 parade. Grand Marshalls confirmed. Breakfast with Santa, December 14th 10-12 at Community Center. Expand National Night Out with Classic cars to attend and other items including a Paramedic Helicopter.

Mr. Brennan-Police 212 calls, 196 traffic, 69 criminal, New records management system, 26 lbs. of pills collected at the pill collection event. The Borough had many trick or treaters. The incident last week, is an ongoing investigation. Cross walk issue at Morris and Maple is being looked into regarding setbacks etc. Finance-Bond-long term Capital and Planning. Dates 1st week of December, speak with department heads for plan. 9 E Park update

Mr. Sperrazza- Need Green committee members-suggestions

Mr. Perno- bill list, Shade Tree-new list of trees in danger.

Clerk's Report

Open Space Grant
Multi use path
CDBG New Year 25

Parade/Tree Lighting December 6th at 6:45
 Clean Communities grants
 Sign Agreement for 9 E Park
 League

NEW BUSINESS

DISCUSSION-Community Choice Aggregation- T & M energy aggregation-Dan Quaze, Taa Pasqual Group Home and businesses to price aggregate. Market based Bid in bulk and buy, 8-15% savings generally. DCA & NJ BPU supported. Commercial properties have to choice to participate. Residents must opt out. Program ends if the rate goes above the PSE & G cost. No cost to Borough. Attorney costs for review will be reimburse. PSE&G still delivers power. Off entire price supply and delivery 80% participation, rate average. Call center will be maintained from T & M. Bill will still come from PSE&G and budget billing can still take place. 12 or 24 month contract for 3rd party. T & M would opt out the participants if the cost of PSE&G electric is less than the 3rd party. Get a package of info to council.

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

R13 -118

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING 2013 BUDGET TRANSFERS

WHEREAS, there are certain 2013 Budget Appropriations of the Borough of Merchantville with balances insufficient to meet requirements for operating Borough Affairs as indicated on the attached schedule; and

WHEREAS, there are 2013 Budget Appropriations with unexpended balances that are not needed for such purposes; and

WHEREAS, Revised Statutes 40A:4-59 provides for Transfers to those accounts having insufficient balances:

Operating Budget Description	Account Number	Transfer Out	Transfer In
Social Security	3-01-36-845-302		10,000.00
Planning Board Legal Litigation	3-01-21-720-250		2,000.00
Legal Litigation	3-01-20-712-252		1,000.00
Animal Control Dog Regulation	3-01-27-788-251		2,000.00
Engineering Other Expense	3-01-20-715-251	1,000.00	
Code Enforcement Part Time S & W	3-01-22-735-102	4,000.00	
Streets & Roads Temporary Labor	3-01-26-765-102	3,000.00	
Solid Waste Disposal / Tipping	3-01-32-837-251	7,000.00	
Sewer Utility Other Expense	3-07-55-505-501	500.00	
Sewer Utility Social Security	3-07-55-541-501		500.00
	TOTAL	15,500.00	15,500.00

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Merchantville that the following transfers are hereby approved as indicated on the above schedule.

R13-119

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY FOR CANCELLATION OF OUTSTANDING CHECKS

WHEREAS, there exists outstanding checks for a court summons which has been outstanding for over six months; and

WHEREAS, the checks have been investigated and have been determined to have been lost or otherwise destroyed;

NOW, THEREFORE BE IT RESOLVED that the following checks be cancelled and the expenditure be deposited into the proper fund:

<u>FOR</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>	<u>AMOUNT</u>
Amanda Rossi, H82941	2270	2-10-2012	2.00
Ada Cipolla, S2010-199	2290	4-12-2012	1.00
Benjamin Lopez, H83655	2295	5-8-2012	1.00
Clarence W. Scott	2311	6-11-2012	1.00
Rashad D. Walker, H83538	2328	8-10-2012	1.00
CVS Pharmacy, S2012-106	2344	10-12-2012	10.00
Matthew Roman, H88939	2437	9-1-2013	2.00
Total			18.00

**R13-120
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 2013 in the sum of \$ **44,431.91**, 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 \$ **44,431.91** is hereby appropriated under the caption Special items of General Revenue; and

BE IT FURTHER RESOLVED that the above is a result of grants of \$ **44,431.91** from:

Camden County Open Space – Round 14 – Recreation Facility Enhancements	20,000.00
Community Development Block Grant YR 35	17,700.00
Alcohol Education Rehabilitation Enforcement Fund	1,372.14
DARE Donation	126.00
Drunk Driving Enforcement Fund FY 2013	4,203.03
Bulletproof Vest Partnership Program FY 2013	1,030.74
TOTAL	44,431.91

R13-121

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 2014

WHEREAS, the Borough of Merchantville requires the services of various professional service providers for the calendar year 2014; 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 22, 2013.
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 6, 2013.
5. Commencing at 12:01 p.m. on December 6, 2013, 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.

R13-122**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY TO APPROVE A BINGO 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 bingo licenses with proper approval; and

WHEREAS, St. Peter Catholic Church has properly completed the bingo 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 Bingo license numbered SPC 13-06 to St. Peter Catholic Church for the raffle taking place on January 8-15-22 and 29th , February 5-15-19 and 26st , March 12 and 19th , April 2-9-23 and 30th , -May 7-14 and 21st , June 4-11-18 and 25th ,-July 2-9-16-23 and 7/30 2014.

R13-124**RESOLUTION CERTIFYING A LIEN AGAINST CERTAIN PROPERTIES FOR COSTS INCURRED BY THE BOROUGH OF MERCHANTVILLE IN ACCORDANCE WITH THE PROPERTY MAINTENANCE CODE**

WHEREAS, in accordance with Chapter 3 of the Code of the Borough of Merchantville entitled the "Property Maintenance Code", notice of noncompliance was sent to the following properties: 109 Myrtle Avenue, 213 Glenwood Ave, 26 West End Ave, 404 W Maple Ave, 313 W Maple Ave, 17 E Park Ave, 20 Browning Rd, 225 Woodlawn Ave, 165 S Centre St and 13 Clinton Ave; and

WHEREAS, said property owners did not comply with said notice and the Merchantville Public Works Department was ordered to abate the violations; and

WHEREAS, it is the desire of this Governing Body, in accordance with Chapter 60B of the Code of the Borough of Merchantville, to certify said costs incurred by the Merchantville Public Works Department as a lien against the properties known as 109 Myrtle Avenue, 213 Glenwood Ave, 26 West End Ave, 404 W Maple Ave, 313 W Maple Ave, 17 E Park Ave, 20 Browning Road, 225 Woodlawn Ave, 165 S Centre St and 13 Clinton Ave; in accordance with Chapter 3 of the Code of the Borough of Merchantville.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey, that the following lien is hereby certified as against the property as noted in accordance with Chapter 3 of the Code of the Borough of Merchantville:

109 Myrtle Avenue

\$300.00

20 Browning Rd	\$150.00
213 Glenwood Ave	\$300.00
13 Clinton Ave	\$150.00
26 West End Ave	\$300.00
404 W Maple Ave	\$150.00
313 W Maple Ave	\$150.00
17 E Park Ave	\$150.00
225 Woodlawn Ave	\$150.00
165 S Centre St	\$150.00

BE IT FURTHER RESOLVED that the Borough Clerk shall forward a certified copy of this resolution to the owner(s) of the subject property.

BE IT FURTHER RESOLVED that the Tax Collector shall be responsible for collection of the amounts herein certified.

R13-125

A SHARED SERVICES AGREEMENT BY AND BETWEEN THE TOWNSHIP OF PENNSAUKEN AND THE BOROUGH OF MERCHANTVILLE FOR FLEET MAINTENANCE

THIS DOCUMENT constitutes an Shared Services Agreement pursuant to N.J.S.A. 40A: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, and the Township of Pennsauken, a body politic and corporate of the State of New Jersey with offices located at 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110. The date of the execution of this Agreement is the ____ day of November 2013.

W I T N E S S E T H

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

WHEREAS, the Township of Pennsauken (hereinafter "Pennsauken" or "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. 40A:65-1, et seq., which is designed to promote economy and efficiency in government by fostering the joint provision of governmental services by local units, permits a municipality to enter into a contract with another governmental entity 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 in order to achieve economies and efficiencies that it would be cost effective and efficient to negotiate an agreement with Pennsauken for the maintenance and service of Merchantville vehicles and trucks on an "as needed" basis; and

WHEREAS, Pennsauken is prepared to accept the responsibility for the maintenance and service of Merchantville vehicles and trucks as agreed upon pursuant to the terms and conditions hereafter set forth; and

WHEREAS, Merchantville and Pennsauken 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 Shared Services Agreement pursuant to Resolutions of their respective governing bodies; copies of said Resolutions are attached hereto and made a part of this Agreement; and

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

1. Term.

This Agreement shall be for a period including the balance of the calendar year 2013 and one (1) year commencing on January 1, 2014 through December 31, 2014, and may be renewed by consent of the parties for two (2) separate one year periods of: (a) January 1, 2015 through December 31, 2015; and (b) January 1, 2016 through December 31, 2016. This Agreement and any extensions thereto shall be cancelable upon sixty (60) days written notice by any party to this Agreement.

2. Service Provide by Pennsauken.

During the term of this Agreement, Pennsauken will provide to Merchantville all ordinary, necessary and appropriate labor, maintenance, repair and service to the vehicles and trucks maintained by the Borough. These services

shall include general preventative fleet maintenance. Said services will be provided by and at Pennsauken Public Works Department ("PWD") facility in Pennsauken, New Jersey.

3. Scheduling and Execution of Service.

Pennsauken agrees to perform all service as set forth in Paragraph 2 above, in a workmanlike manner. All services will be scheduled by the PWD Supervisor, or his designee, in a manner which will provide efficiency and economy consistent with timeliness. When appropriate, the work for Merchantville will be carried out as an extension of similar fleet maintenance work on Township vehicles. The Borough recognizes that the Township has finite personnel and resource to provide the agreed upon services and the Township is entitled to make its own judgments about the amount of personnel, equipment and other resources it determines to have available and utilize in the future and the Township retains the right to decline worked requested by the Borough. The Township shall have full discretion to determine the level of services provided to the Borough, including but not limited to, such matters as personnel, parts and other resources used, and the priority, frequency, and level of services and maintenance activities in the Borough. The Township makes no representation that it will provide a given service with a given time frame, but will in all cases, and consistent with the forgoing, make its best effort to provide all services in a timely manner. In any event, it is the intention of the parties hereto, that the Township will provide substantially the same sort of service and maintenance for the Borough as it provides the Township. When acting for the Borough under this Agreement the employees of the DPW shall have the same privileges and immunities they have when acting within the Township.

4. Transportation Responsibilities.

Merchantville agrees to be solely responsible for the transportation and delivery of the vehicle or truck to Pennsauken's designated facility where the repairs will be performed. The Township will not in any way schedule, call or maintain any records for towing, transportation or delivery of the vehicle of truck.

5. Liaison and Reporting.

Merchantville agrees that its Director of Public Works or his designee shall be the official liaison to maintain contact with the PWD Superintendent or his designee, and to provide input concerning fleet maintenance needs of the Borough as determined by Borough Council. The Township's PWD will prepare and submit to the Borough's liaison monthly reports and monthly billing of the services provided.

6. Price and Manner of Payment.

Pennsauken shall charge Merchantville the rate of:

- A. Mechanic and Labor Rate, \$56.64 per hour.

The Township will charge the Borough the cost of parts, material and fluids used at the actual Township purchase price. The Township will maintain a separate time sheet for each Borough owned truck or vehicle serviced under this Agreement. Said time sheet shall documenting services provided and shall accurate report the labor time for all service rendered pursuant to this Agreement. Payment for services provided to the Borough under this Agreement shall be made monthly to the Township, as per monthly invoices submitted by the Township. As provided by N.J.S.A. 40:8A-7(b), in the event of any dispute as to the amount to be paid under the terms and conditions of this Agreement, the full amount to be paid in accordance with the schedule noted in this paragraph, shall be paid. If through subsequent negotiation, litigation or settlement the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid; the Township shall promptly refund to the Borough the excess.

7. Audit.

Pursuant to the Single Audit Act of 1984, Pennsauken 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.

8. Indemnification.

Merchantville shall indemnify, hold harmless and defend Pennsauken, 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.

Pennsauken 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.

9. Notice.

All communications that may be or are required to be given by either party to the other herein shall be in writing and by personal delivery or delivered or sent by prepaid registered mail to the parties at the following addresses:

If to the Township:

Township Clerk
Township of Pennsauken
5605 N. Crescent Blvd.
Pennsauken, New Jersey 08110

If to Merchantville:

Borough Clerk
Borough of Merchantville
1 West Maple Avenue
Merchantville, New Jersey 08109

10. Entire Agreement.

This Agreement contains the entire agreement of the parties and shall be binding on their respective executors, administrators, legal representatives, successors, and assigns. It is acknowledged that there are no side or oral Agreements relating to this undertaking set forth herein. This Agreement may not be amended or altered without the written consent of both parties hereto.

11. Waiver.

A waiver by any party of a breach or default by the other party of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

12. Captions.

All headings preceding the text of the several sections and paragraphs hereof are inserted solely for the convenience and reference of the parties and shall not constitute a part of this Agreement, no shall they affect their meaning or interpretation thereof.

13. Severability.

If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, such provision and this Agreement shall be deemed and construed to be modified or restricted to the extent that and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement as the case may require.

14. Modification.

Unless otherwise authorized by this Agreement, all modifications must be in writing and signed by both parties to be valid.

15. Definition of the Interest of the Parties.

It is expressly understood that Pennsauken and Merchantville are not partners or joint venturers for purposes of this Agreement. Merchantville agrees that is not and will neither hold itself out as, nor claim to be, an agent, officer, employee or a contractor of Pennsauken by reason hereof, and that it will not make any claim demand or application to or for any right or privilege applicable to an agent, director, officer, employee, or contractor of Pennsauken.

16. No Third Party Beneficiaries.

This Agreement is not intended to confer any benefits to any third party.

17. Jurisdiction and Venue.

This Agreement shall be governed by the law of the State of New Jersey and venue shall be appropriate in the state and federal courts of Camden County thereof.

18. Assignability.

This Agreement and all rights, duties and obligations contained herein may not be assigned without Pennsauken's prior written permission. Notwithstanding the foregoing, Merchantville reserves the option to contract with other providers for the services provided by Pennsauken should the Borough deem it is in the best interest of the Borough. The Borough shall notify the Township in writing of the services by other providers.

19. Status of Township.

Pennsauken is performing its services under this Agreement as a public entity pursuant to the Shared Services Act, and not as a private independent contractor. The Township, and its employees, with respect to its services and other activities pursuant to this Agreement retain all privileges and immunities accorded to a public entity under the law, including all those afforded a public entity under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

20. **Affirmative Action.**

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

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.

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R13-126
MEMORANDUM OF UNDERSTANDING
TO TRANSFER SPECIFIC RADIO EQUIPMENT PURCHASED FOR THE 700 MHz CONVERSION

This document constitutes a Memorandum of Understanding ("MOU") entered into by and between the County of Camden, a body politic and corporate of the State of New Jersey and the Borough of Merchantville, located at 1 W. Maple Avenue, Merchantville, New Jersey. The date of execution of this MOU is the 18th day of November, 2013.

WHEREAS, the County of Camden (Department of Public Safety and Juvenile Justice, Division of Communications), hereinafter, (the "County") has procured by public bid certain public safety radio communications equipment (mobile, portable, and base station radios) for the purpose of interfacing with the new Camden County Communications Center 700 MHz radio system, (the "System"); and

WHEREAS, the County will transfer the ownership of the public safety radio communications equipment (mobile, portable, and base station radios) to the various accepting municipal police departments, ("Police Entity") for use with the new System and

WHEREAS, the Borough of Merchantville, (hereinafter, "Receiving Entity"), shall receive certain equipment as a Police Entity pursuant to the terms of the within MOU; and

WHEREAS, the County will be responsible for the installation of mobile and base station radios in the appropriate and authorized vehicles and headquarters of the Receiving Entity; and

WHEREAS, the Receiving Entity will be responsible for maintaining and servicing as may be needed, its designated public safety radio communications equipment (hereinafter "Equipment") through a two-year warranty period provided by Motorola; said warranty to be transferred from the County to the Receiving Entity pursuant to a warranty transfer agreement by and between the County of Camden and Motorola; and

WHEREAS, the County and the Receiving Entity agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of a Memorandum of Understanding in order to ensure appropriate and optimum use of the Equipment and to set forth the rights, duties, and obligations between the parties hereto; and

WHEREAS, pursuant to Resolution adopted November 18, 2013, the Camden County Board of Chosen Freeholders have authorized the execution of this MOU, now, therefore,

In consideration of the mutual promises contained herein, the parties to this MOU hereby agree as follows:

1. TERM:

The term of this MOU shall be for a period of two (2) years commencing upon delivery to and acceptance of the Equipment by the Receiving Entity located at the address listed herein above.

2. RESPONSIBILITIES OF THE PARTIES

COUNTY:

a. The County shall supply, deliver, install and program the public safety radio communications equipment (the "Equipment") as identified in Appendix A of this MOU for use by the Receiving Entity for the purpose of public safety communications within Camden County and the Camden County Communications Center during emergency incidents, training exercises, and for other appropriate and authorized circumstances.

b. Supply, delivery, installation and programming of the Equipment (mobile, portable, and/or base station radios, as the case may be) shall be at no cost to the Receiving Entity and all costs associated with the supply, delivery, installation and programming of the Equipment shall be borne by the County.

c. The programming of any additional Equipment not provided by the County and purchased by the Receiving Entity shall be performed by the Department of Public Safety and Juvenile Justice, Division of Communications, in order for the Equipment to properly function on the County's public safety radio communications system.

d. The County reserves the right to remove or electronically disable the Equipment in the case of misuse by the Receiving Entity.

RECEIVING ENTITY:

a. Upon delivery and acceptance of the Equipment, the Receiving Entity shall be solely responsible for all maintenance, repair, and/or replacement of the Equipment.

b. The Receiving Entity shall use and maintain the Equipment for its intended purpose as described herein.

c. The cost for insuring the Equipment provided by the County shall be the responsibility of the Receiving Entity.

d. While utilizing the Equipment provided in accordance with the terms of this MOU, the Receiving Entity shall adhere to all Department of Public Safety and Juvenile Justice, Division of Communications, policies and procedures enacted for the County's public safety radio communications system.

e. The Receiving Entity shall maintain the Equipment provided by the County through a two-year warranty from Motorola which was purchased by the County. Said warranty shall be provided to the Receiving Entity pursuant to a Warranty Transfer agreement entered into by and between the County of Camden and Motorola.

f. The Receiving Entity will be responsible for the cost of any modifications it desires to make to the Equipment and shall be required to confirm with Motorola prior to making any modifications, that said modifications shall not be a cause for breach of the Equipment Warranty.

g. The Receiving Entity acknowledges that any misuse of the Equipment will result in the forfeit of ownership of the Equipment and the Equipment shall be returned to the County.

h. In the event that the Receiving Entity discontinues providing its current service to its municipality or area of service in the County, the Equipment shall become the property of the County and be returned to the Department of Public Safety and Juvenile Justice, Division of Communications within 30 days of the discontinuation of services; said removal of equipment shall be conducted by agents of the County's Department of Public Safety and Juvenile Justice, Division of Communications.

i. The Receiving Entity is accepting the equipment on a "as is, where is" basis and shall be responsible for any and all maintenance, repairs or replacement of the equipment that may be required.

3. PROHIBITION AGAINST TRANSFER OF EQUIPMENT

It is specifically understood that the Equipment delivered and accepted by the Receiving Entity contains proprietary, encrypted software of a highly sensitive and secure nature to be used for law enforcement purposes and the Equipment shall be used solely by the Receiving Entity for the purpose intended by this MOU. The Equipment shall not be transferred, traded, substituted, loaned, leased, sold, given or donated by the Receiving Entity to any fire department, ambulance or rescue squad, governmental unit, private person, company, corporation, or non-profit entity, (excepting other law enforcement entities) or otherwise disposed of by the Receiving Entity without the express written consent of the County.

R13-127

GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FISCAL GRANT EXTENSION JANUARY 1, 2013 TO JUNE 30, 2014

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Borough Council of the Borough of Merchantville , County of Camden, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, Borough of Merchantville was approved for a Municipal Alliance grant for the January 1, 2013 through December 31, 2013 grant term; and

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse has extended the 2013 grant term until June 30, 2014, in order to transition the grant to a fiscal year rather than calendar year cycle; and

WHEREAS, funding has been made available to Merchantville Municipal Alliance in the amount of 50% of its approved 2013 grant total for the six-month extension period of January 1, 2014 to June 30, 2014, contingent upon meeting the 25% Cash Match and 75% In-Kind Match grant requirement for the extension funding.

NOW, THEREFORE, BE IT RESOLVED that the Merchantville Council does hereby authorize the submission of the grant extension for the Merchantville Municipal Alliance grant in the amount of:

DEDR	\$	<u>13,069.50</u>
Cash Match	\$	<u>3,267.38</u>
In-Kind	\$	<u>9,802.13</u>

The Merchantville Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

Ordinance Introduction: On a motion of Mr. Brennan and second of Mrs. Fields, the following Ordinance was introduced:

13-16

**ORDINANCE OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY
APPROVING AN ACCESS EASEMENT RELATIVE TO BLOCK 26,
LOTS 2.02, 3.01, 4.01 AND 18.02 IN THE OFFICIAL TAX MAP OF
THE BOROUGH OF MERCHANTVILLE, AND AUTHORIZING
THE EXECUTION OF ALL DOCUMENTS NECESSARY TO
IMPLEMENT SAID EASEMENT**

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 is the owner of certain real estate located at 16 West Maple Avenue, and identified as Block 26, Lots 2.02, 3.01, 4.01 and 18.02 on the Municipal Tax Map of the Borough of Merchantville, Camden County, New Jersey; and

WHEREAS, Westfield Avenue Associates, LLC, a New Jersey limited liability company, (hereinafter "Westfield") having an address of 505 Old York Road, Jenkintown, Pennsylvania 19046, is the owner of certain real estate located at 20 West Maple Avenue, and identified as Block 26, Lot 2.01 on the Municipal Tax Map of the Borough of Merchantville, Camden County, New Jersey; and

WHEREAS, Merchantville wishes to enter into an agreement with Westfield relative to an Grant of Easement for a period ending on or before December 31, 2023, for its use, occupancy and enjoyment and the use, occupancy and enjoyment of Westfield in granting Westfield access through the Grantor's Property and other properties to South Centre Street, to permit vehicular travel across Grantor's Property between Grantee's Property and South Centre Street, and, all in accordance with and for the purposes set forth in this Grant of Easement, as attached hereto as "Exhibit A"; and

WHEREAS, Merchantville and Westfield have agreed to the terms and conditions of this Grant of Easement; as so stated in the document attached hereto as Exhibit "A"; and

WHEREAS, it is the intention of the Borough Council of the Borough of Merchantville to authorize the proper municipal officials to execute the attached Grant of Easement on behalf of the Borough of Merchantville.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey, that the Grant of Easement, attached hereto as Exhibit "A," by and between the Borough of Merchantville and Westfield Avenue Associates, LLC, a New Jersey limited liability company, ("Westfield"), be and hereby is approved; and

AND BE IT FURTHER ORDAINED 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 Grant of Easement, attached hereto as Exhibit "A," and all other documents necessary to implement said Grant of Easement on behalf of the Borough of Merchantville; and

AND BE IT FURTHER ORDAINED that all Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith, and that this Ordinance shall take effect upon passage and publication according to law.

**R13-128
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	REVENUE	BUDGET
CHECKS CURRENT FUND		
		\$
	2013 BUDGET	57,625.32
		\$
	GRANTS	690.00
	PFRS	
	PERS	
	DEBT SERVICE	
	BOARD OF	\$
	EDUCATION*	1,140,477.00
	CAMDEN COUNTY	
WIRE TRANSFERS		\$
PAYROLL	11/3/13-11/15/13	132,844.47
WIRES / MANUAL		\$
CHECKS		16,965.22
		\$
TOTAL CURRENT		1,348,602.01
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SEWER UTILITY		
CHECKS SEWER FUND		
	2013 BUDGET	
	DEBT SERVICE	
WIRE TRANSFERS		\$
PAYROLL	11/3/13-11/15/13	4,693.73
WIRE NJEIT LOAN		
WIRES /MANUAL CHECKS		
		\$
TOTAL SEWER		4,693.73
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GENERAL CAPITAL FUND		
		\$
CHECK CAPITAL FUND		16,352.57
MANUAL CHECK		
		\$
TOTAL CAPITAL		16,352.57
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TRUST FUND		
CHECK TRUST OTHER		\$
FUND		981.50
WIRE TRANSFERS		\$
PAYROLL	11/3/13-11/15/13	22,234.06
WIRES / MANUAL		\$
CHECKS		8,738.47

		\$	\$
TOTAL TRUST		-	31,954.03
SEWER CAPITAL FUND			
			\$
CHECK SEWER CAPITAL			7,518.61
MANUAL CHECKS			
WIRE TRANSFERS			
PAYROLL			
TOTAL SEWER CAPITAL		\$	\$
		-	7,518.61
RECREATION TRUST			
CHECK RECREATION TRUST	2013 BUDGET	\$	\$
		450.00	755.00
MANUAL CHECKS			
WIRE TRANSFERS			\$
PAYROLL	11/3/13-11/15/13		224.68
TOTAL RECREATION		\$	\$
		450.00	979.68
ANIMAL TRUST FUND			
ANIMAL TRUST CHECK			\$
			4.20
TOTAL ANIMAL TRUST		\$	\$
		-	4.20
TOTAL BILL LIST & MANUAL CHECKS/WIRE		\$	\$
		450.00	1,410,104.83
GRAND TOTAL			\$ 1,410,554.83

ANNOUNCEMENTS:

ADJOURNMENT: On the motion of Mrs. Fields and second of Mr. Perno the meeting was adjourned at 8:44 P.M.

DENISE BROUSE
BOROUGH CLERK