

Merchantville, NJ

December 9, 2013

A regular meeting of Borough Council was held at 7:30 PM, Monday, December 9, 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, Sperrazza and Perno, Clerk Brouse, CFO Moules and Attorney Higgins were present.

PUBLIC

Tony Gerrasontano-27 Wynn Road, Tabernacle, NJ. 177 S. Centre St. property owner is here on behalf of the tenants regarding signs. We can't have Open neon signs in the window. We should be helping not hurting the tenants. A frames/sandwich and other signs can't be used. What is the status of the sign ordinance? Mrs. Fields and Mr. Volkert responded-working on ordinance at Planning Board level at this time.

Dina Turan-213 N. Centre St.-Consider a budget increase for the Shade Tree Commission, The budget has remained basically the same since 1989 at around \$11,890, we have been saving money by planting trees ourselves. We have a lot of support from Public Works Department. Taking down trees is costing a lot of money. Removed four trees and planted nine, we sold art work and had a fund raiser.

John Long-135 Gilmore Ave.-Proud Shade Tree Member-ran out of money in September, using memorial fund to buy trees. Council will be looking into the budget. .02 increase was for this purpose and it was not approved by vote, need improved communication between council and the Shade Tree Commission.

Bob Paulson-19 W. Centre St.-Found out about a decrease in budget by a printout of \$12,000 not \$14,000. Scheduling has been difficult for meetings. Tree management plan needs to be put in place. Get 7th and 8th graders involved in trees, etc. Small amount to pay for upkeep of parks.

Bill Walker-23 W. Cedar Ave.- .Pat Parvin will be here for the Observer. Budget ?' \$128 per month for fire department necessary?

ENGINEER'S REPORT-Report attached

APPROVAL OF MINUTES- On a motion of Mr. Volkert and second of Mr. Brennan, with Mrs. Fields abstaining Council approved the caucus minutes for 11/25/13. On a motion of Mr. Volkert and second of Mr. Brennan, Council approved the regular meeting minutes for 11/18/13.

PUBLIC HEARING ON ORDINANCES-none

ADOPT ORDINANCE-On a motion of Mr. Volkert and second of Mrs. Fields, with Mr. Sperrazza abstaining and Mr. Perno recused himself, Council adopted the following Ordinance:

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.

CORRESPONDENCE

COUNCIL REPORTS

Mrs. Fields-Personnel reviews need to be completed. Recreation as of the end of October \$6,000 increase in rentals for 2013. Breakfast with Santa 12/14/13. HPC no meeting. Code Enforcement-monitoring properties-309 Plymouth, demo garage with no permits. Code meeting 3:15 Wednesday.

Mr. Volkert- Public Works did good re: snow cleanup, 6.9 tons to PW, leaves have been sent to a difference location, removed six hornet nests.

Mr. Grasso- no fire report, court \$11,457, 288 added, 366 disposed, 11% behind last year. Public Events-cancelled parade. Small tree lighting, over 100 attended. Thanks to Borough Employees for help. Breakfast with Santa 12/14/13, 10-12. Add items, look for new members for Public Events, Egg Hunt is next event.

Mr. Brennan-Police 470 calls, 182 traffic, 88 parking. Grant for crime justice \$1,984.00. Crosswalk safety training. Finance committee meeting re permanent financing in 2014. Mrs. Moules will meet with department heads re 5 year capital budget plan. 911 System was used for parade and for weather issues as well.

Mr. Sperrazza- Mara Weabker-W Maple meeting, January meeting, street light at Alexander and Chestnut.

Mr. Perno- CDBG money, County is requiring to spend by the end of December, replace windows in basement. Finance meeting today will set up budget meeting and capital as well. Setting up permanent financing.

Clerk's Report

Request for proposals
January 6th re org
Employee evaluations
Department meeting-year end and review
Elected official sessions, 12/12 Maple Shade & 12/17 Collingswood
Caucus 12/23

NEW BUSINESS

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

R13-123

SHARED SERVICES AGREEMENT BY AND BETWEEN THE CAMDEN COUNTY IMPROVEMENT AUTHORITY AND THE BOROUGH OF MERCHANTVILLE FOR THE FOR THE IMPLEMENTATION OF THE ESIP PROGRAM

THIS DOCUMENT constitutes an agreement made by and between the Camden County Improvement Authority, a body politic and corporate of the State of New Jersey, having its principal place of business at 1909 Route 70 East, Suite 300, Cherry Hill, New Jersey 08003 (the "Authority"), the Merchantville Board of Education, a school board organized under Title 18A of the State of New Jersey, having its principal place of business at 130 South Centre Street, Merchantville, NJ 08109, ("MBOE") and Borough of Merchantville, a body politic and corporate of the State of New Jersey, having its principal place of business at 1 West Maple Avenue, Merchantville, NJ 08109, ("Merchantville"). The date of execution of this agreement is the _____ day of _____, 2013.

WITNESSETH:

WHEREAS, the Authority performs Project Management/Owner Representative Services ("Services") for Projects involving the County of Camden and its affiliated agencies to maximize economies and efficiencies in the operations of County government; and

WHEREAS, Merchantville and/or MBOE are presently undertaking various Energy Improvement Savings Projects ("ESIP" or "Project") associated with the implantation of the aspects of their capital improvement program; and

WHEREAS, Authority has the expertise and capability to provide these Services to Merchantville and/or MBOE for the implementation of the ESIP; and

WHEREAS, N.J.S.A. 40A:65-1, *et seq* ("Uniform Shared Services and Consolidation Act") permits two or more local units to enter into contracts for any service which any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the Authority, Merchantville and the MBOE agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by N.J.S.A. 40A:65-1, *et seq.*,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

1. **PURPOSE AND SCOPE**

The purpose of the Agreement is for the Authority to provide Services to Merchantville and/or

MBOE for the implementation of the ESIP Program as outlined in Exhibit "A" attached hereto and incorporated by reference herein.

2. **DUTIES AND RESPONSIBILITIES**

Duties and responsibilities of the Authority for the Project will be provided as set forth on Exhibit "A" and future "Task Order(s)" documents to be presented to Merchantville by the Authority. The Task Order documents will provide a detailed scope of the work to be performed and the costs associated for these services. No work shall take place without having a Task Order executed by both parties

A. **Reporting**

The Authority will work directly with the respective Merchantville and/or MBOE Staff in providing this service and provide periodic progress reports as the Project progresses at the request of Merchantville and/or MBOE.

B. **Facilities**

Merchantville and/or MBOE shall provide use of its facilities to the Authority as may be required to perform these services for the Project.

C. **Clerical Support**

Merchantville and/or MBOE shall provide any clerical and administrative support requested by the Authority for the Project as may be necessary.

3. **FUNDING**

All fees will be negotiated by Merchantville and/or MBOE and the Authority on a "Task Order" bases. These Tasks Orders will be provided by the Authority to Merchantville and/or MBOE and will be in accordance with Exhibit "A"

4. **CONFLICT OF INTEREST**

The Authority agrees that in performing the services in connection with this Agreement it will comply with all appropriate standards of conduct for maintaining the integrity of the Project and will avoid any real conflict of interest or any appearance of a conflict of interest in its administration.

5. **TERM AND TERMINATION**

The term of this Agreement shall be for the period of five (5) years with the option to renew for another five (5) years.

6. **NOTICES**

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to the parties at the addresses listed herein above.

7. **MISCELLANEOUS PROVISIONS**

The following miscellaneous 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 of New Jersey.

b. **Waiver**

Failure to enforce any of the provisions of this Agreement by any of the parties shall not be construed as a waiver of the provisions.

c. **Amendment for Modification**

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

d. **Heading**

This section and any other headings contained in this Agreement are for reference purposes only and shall not affect meaning or interpretation of this agreement.

e. **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.

f. **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 the understandings set forth herein.

g. **Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from the County.

h. **Affirmative Action**

The parties hereby agree to incorporate the affirmative action language attached hereto.

i. Americans with Disabilities

The parties hereby agree to incorporate the Americans with Disabilities Act language attached hereto.

j. Audit

The Authority shall permit Merchantville and/or its independent auditors to have access, at a reasonable time and place, to the records and financial statements necessary to comply with the following audit requirements as applicable:

Type of Contractors

Audit Requirements

Non-Profits and Institutions of Higher Education

State Funds –
N.J.O.M.B. Circular Letter 98-07
Federal Funds -
 OMB Circular A-133 (Revised)

State and Local Governments

State Funds -
 N.J.O.M.B. Circular Letter 98-07

Federal Funds -
 OMB Circular A-133 (Revised)

For Profits

County’s requirement of access as detailed above.

Copies of the above-referenced circulars are available upon request from the Authority’s Chief Financial Officer.

k. Funding

Pursuant to N.J.S.A. 40A:1 1-15, this Agreement is subject to the availability and appropriation of sufficient funds each year in which it is in effect.

l. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

m. Binding Agreement

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

R13 -129

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:

<u>Operating Budget Description</u>	<u>Account Number</u>	<u>Transfer Out</u>	<u>Transfer In</u>
Legal Litigation	3-01-20-712-252		2,500.00

Vehicle Maintenance - DPW	3-01-26-767-285	2,500.00	
Sewer Utility PSA Service Agreement	3-07-55-510-501		300.00
Sewer Utility PSA Maintenance Agreement	3-07-55-515-501	300.00	
	TOTAL	2,800.00	2,800.00

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.

**R13-130
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY CANCELING
2013 BUDGET APPROPRIATIONS WITH UNEXPENDED BALANCES**

WHEREAS, the attached schedule indicates those budget accounts with unexpended balances; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balances may be credited to Current Fund Surplus;

Solid Waste Disposal / Tipping	3-01-32-837-251	10,000.00
Police Overtime Per Contract	3-01-25-745-108	10,000.00
Electricity	3-01-31-430-000	5,000.00
Street Lighting	3-01-31-435-000	10,000.00
	TOTAL	35,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Merchantville, County of Camden, New Jersey, that the attached listed unexpended balances of the Current Fund and Trust Fund are hereby canceled.

**R13-131
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY**

CANCELLING GRANT BALANCE

WHEREAS, the Borough of Merchantville received police enforcement grants for designated periods of times and the grant are expended. The Borough of Merchantville received the submitted reimbursement for the funds expended and no additional activity will be scheduled; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balance may be removed from appropriations;

FED Domestic Violence	G-01-41-742-301	8,918.89
Walmart Safe Neighbor	G-01-41-736-301	84.36

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Merchantville, County of Camden, New Jersey, that the above listed unexpended balance of the police enforcement grant is hereby canceled.

**R13-133
RESOLUTION AUTHORIZING ADVANCE PAYMENT TO**

\$1,250.00, or imprisonment for a term not exceeding 90 days, or community service for a term not exceeding 90 days, or all of the above. Each day that a violation occurs shall be deemed a separate and distinct violation, subject to the penalty provisions of this Article.

ARTICLE III. ARTICLE II. SECTION 9-7 Violations; penalties.

Any person who violates any provision of this Article shall, upon conviction in the Municipal Court of the Borough of Merchantville, or such other court having jurisdiction, be liable to a fine not exceeding \$1,250.00, or imprisonment for a term not exceeding 90 days, or community service for a term not exceeding 90 days, or all of the above. Each day that a violation occurs shall be deemed a separate and distinct violation, subject to the penalty provisions of this Article.

ARTICLE IV. ARTICLE III. SECTION 9-9 Violations; penalties.

Any person who violates any provision of this Article shall, upon conviction in the Municipal Court of the Borough of Merchantville, or such other court having jurisdiction, be liable to a fine not exceeding \$1,250.00, or imprisonment for a term not exceeding 90 days, or community service for a term not exceeding 90 days, or all of the above. Each day that a violation occurs shall be deemed a separate and distinct violation, subject to the penalty provisions of this Article.

ARTICLE V.

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

ARTICLE VI.

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

**R13-134
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	2012 BUDGET	13,000.00
		\$
	2013 BUDGET	85,895.93
		\$
	GRANTS	4,372.10
	PFRS	
	PERS	
	DEBT SERVICE	
	BOARD OF	
	EDUCATION*	
	CAMDEN COUNTY	
WIRE TRANSFERS		\$
PAYROLL	11/29/2013	68,049.36
WIRES / MANUAL		\$
CHECKS		8,342.62
		<hr/>
	TOTAL CURRENT	\$ - 179,660.01
		<hr/>

SEWER UTILITY

CHECKS SEWER FUND

		\$
	2013 BUDGET	93,461.74
	DEBT SERVICE	

WIRE TRANSFERS		\$	
PAYROLL	11/29/2013		2,312.34
WIRE NJEIT LOAN			
WIRES /MANUAL CHECKS			
TOTAL SEWER		\$ -	\$ 95,774.08
GENERAL CAPITAL FUND			
CHECK CAPITAL FUND			\$ 11,508.19
MANUAL CHECK			
TOTAL CAPITAL		\$ -	\$ 11,508.19
TRUST FUND			
CHECK TRUST OTHER			\$
FUND			2,806.75
WIRE TRANSFERS			\$
PAYROLL	11/29/2013		4,915.78
WIRES / MANUAL			\$
CHECKS			1,800.00
TOTAL TRUST		\$ -	\$ 9,522.53
SEWER CAPITAL FUND			
CHECK SEWER CAPITAL			\$ 3,733.75
MANUAL CHECKS			
WIRE TRANSFERS			
PAYROLL			
TOTAL SEWER CAPITAL		\$ -	\$ 3,733.75
RECREATION TRUST			
CHECK RECREATION		\$	\$
TRUST	2013 BUDGET	600.00	248.44
MANUAL CHECKS			
WIRE TRANSFERS			\$
PAYROLL	11/29/2013		449.36
TOTAL RECREATION		\$ 600.00	\$ 697.80
ANIMAL TRUST FUND			
ANIMAL TRUST CHECK			
TOTAL ANIMAL TRUST		\$ -	\$ -

	\$	\$
TOTAL BILL LIST & MANUAL CHECKS/WIRE	600.00	300,896.36
	GRAND TOTAL	\$ 301,496.36
DIRECTOR OF ACCOUNTS & AUDITING ANTHONY PERNO		
	9-Dec-13	

ANNOUNCEMENTS:

ADJOURNMENT: On the motion of Mr. Volkert and second of Mr. Sperrazza the meeting was adjourned at 8:52 P.M.

DENISE BROUSE
BOROUGH CLERK