

Merchantville, NJ March 12, 2018

A regular meeting of Borough Council was held at 7:30 PM, Monday, March 12, 2018. Mayor Ted Brennan 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: Kidd, Grasso, Sperrazza and McLoone. Attorney Higgins, Clerk Brouse, CFO Moules were present.

PUBLIC

PRESENTATION-Merchantville-Pennsauken Water Commission Report- Research and study by State to do a State of State report, stronger rule from State regarding regulations-10 yr capital plan, update annually. Will have new regulations in the future, cross trained staff. Bert German 41 ½ year serving (longest running member). Chapel Avenue project completed, best tasting water in NJ.

APPROVAL OF MINUTES-On a motion of Mr. Kidd and second of Mr. Grasso, Council approved the caucus meeting minutes of 1/22/18.

ENGINEER REPORT**CORRESPONDENCE****COUNCIL REPORTS**

Mr. Kidd-Land Use Board meets tomorrow-no applications. Green team met Chad Holiday from Pennsauken, gave advise. Will be at daffodil days / farmers market. School Board outreach met with Mr. Strong to discuss certain items. Budget of school and impact it will have on town.

Mr. Grasso-Court 2.18 \$13,082.61, 289 added, 286 disposed. Police-1 officer on administrative leave, one resigned 2/23. Chief retired, hired James Burkhart, training new detective. Police 1,338 calls for service, 126 traffic, 55 parking. Miss Chief Bauer but am excited for the new young staff. Public Events-Egg hunt-March 24th, 10,000 eggs, clean up day, May 12th volunteers needed for car show and sponsorship July 14th.

Mr. Sperrazza-Fire 26 calls, 230 man hours, roof leaks, talking with Pennsauken. Code Enforcement-inspections. Asked Mara to make business owners. Aware of sign ordinance changes.

Mr. McLoone-PW report-No student drop off, signs up. Jason did well with storm. Police, Fire, PW all did a great job.

Clerk-Egg hunt 3/24 or 3/31. Daffodil day 4/14, Trash collection meeting 3/14 at 8:30. DOT 275,000 funding roads, clean up May 12th.

OLD BUSINESS

DISCUSSION Sidewalk Program-Mayor gave overview April/May

DISCUSSION Update on Country Roads in Merchantville-Centre Street

NEW BUSINESS

DISCUSSION Emergency Response Protocol

APPROVAL Use of facility for Daffodil Festival-On a motion of Mr. Sperrazza and second of Mr. Kidd, Council approved the use of facility for Daffodil Festival.

APPROVAL Use of facility for Niagara Fire Company Spring Beer fest-On a motion of Mr. Grasso and second of Mr. Sperrazza, Council approved the use of facility for Niagara Fire Company Spring Beer fest.

APPROVAL Use of facility Farmer's Market-On a motion of Mr. Grasso and second of Mr. Kidd, Council approved the use of facility for Farmer's Market.

APPROVAL Use of facility Merchantville Little League Baseball-On a motion of Mr. Grasso and second of Mr. Sperrazza, Council approved the use of facility for Merchantville Little League Baseball.

APPROVAL Use of facility Mystic May-On a motion of Mr. Grasso and second of Mr. Sperrazza, Council approved the use of facility for Mystic May.

APPROVAL Use of facility for High Place Church Walk-On a motion of Mr. Grasso and second of Mr. Kidd, Council approved the use of facility for High Place Church walk.

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

R18-37

A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF MT. EPHRAIM RELATIVE TO THE SERVICES OF A BUILDING INSPECTOR AND BUILDING SUB-CODE OFFICIAL BY AND FOR THE BOROUGH OF MERCHANTVILLE

THIS DOCUMENT constitutes an Shared Services Agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act, 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 (Merchantville), and the Borough of Mt. Ephraim, a body politic and corporate of the State of New Jersey with offices located at 121 S. Black Horse Pike, Mt. Ephraim, New Jersey 08059 (Mt. Ephraim). The date of the execution of this Agreement is the 12th day of March, 2018.

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 Mt. Ephraim (hereinafter "Mt. Ephraim") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Borough of Mt. Ephraim has in its employ Stephen Beach (hereinafter "Beach"), an individual qualified and duly licensed by the State of New Jersey, and appointed by Mt. Ephraim, as the Building Inspector and Building Sub-Code Official for the Borough of Mt. Ephraim; and

WHEREAS, Mt. Ephraim has agreed to permit Beach to act as the Building Inspector and Building Sub-Code Official in the Borough of Merchantville in addition to the duties assigned to him by Mt. Ephraim as an employee of Mt. Ephraim; and

WHEREAS, Merchantville has agreed to pay Mt. Ephraim the sum of Four Thousand, Eight Hundred, Seventy-five Dollars (\$4,875.00), inclusive of any and all other associated costs and expenses, for nine (9) Months commencing April 1, 2018, for the services of Beach as the Building Inspector and Building Sub-Code Official in the Borough of Merchantville; and

WHEREAS, Merchantville and Mt. Ephraim intend by virtue of this document to set forth the terms and conditions of this Agreement; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Interlocal Services Agreement pursuant to Resolutions of their respective Councils, attached hereto and made a part of this Agreement; 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 of nine (9) months commencing on April 1, 2018 and terminating on December 31, 2018, and shall be cancelable upon sixty (60) days written notice by any party to this Agreement.

2. BUILDING INSPECTOR AND BUILDING SUB-CODE OFFICIAL

Beach shall perform all of the duties of the Building Inspector and Building Sub-Code Official in the Borough of Merchantville. Merchantville shall provide Beach a suitable office and equipment necessary to perform said task. Mt. Ephraim shall advise Merchantville of the days and hours Beach will serve in Merchantville in order to complete all duties required of a Building Inspector and Building Sub-Code Official during the term of this engagement.

3. ALLOCATION OF PAYMENTS

During the term of this Agreement, Merchantville shall pay to Mt. Ephraim the sum of Four Thousand, Eight Hundred, Seventy-five Dollars (\$4,875.00), inclusive of any and all other associated costs and expenses, in equal payments of One Thousand, Six Hundred, Twenty-five Dollars (\$1,625.00), due on June 30, 2018, September 30, 2018 and December 30, 2018. Payments are to be made within fifteen (15) days of receipt of a voucher from Mt. Ephraim. This figure is inclusive of salary and costs which are related to this employment.

4. EMPLOYMENT STATUS

It is acknowledged by Merchantville and Mt. Ephraim that at all times relevant herein, that while performing the work in the Borough of Merchantville under this Agreement, Beach shall not be an employee of Merchantville but, in fact, shall be employee of Mt. Ephraim and any payments made hereunder by Merchantville to Mt. Ephraim shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

5. AUDIT

Pursuant to the Single Audit Act of 1984, Mt. Ephraim 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.

6. INDEMNIFICATION

Merchantville shall indemnify, hold harmless and defend Mt. Ephraim, 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.

Mt. Ephraim 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.

7. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Mt. Ephraim to the Borough Clerk, Borough of Mt. Ephraim, 121 S. Black Horse Pike, Mt. Ephraim, New Jersey 08059; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

8. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

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

C. Headings

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

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

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

F. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without Mt. Ephraim's prior written permission.

G. Affirmative Action

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

H. Funding

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

I. 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.

R18-38

**A SHARED SERVICES AGREEMENT BY AND BETWEEN THE
BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF
BROOKLAWN RELATIVE TO THE SERVICES OF A CONSTRUCTION
CODE OFFICIAL BY AND FOR THE BOROUGH OF MERCHANTVILLE**

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act, 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 (Merchantville), and the Borough of Brooklawn, a body politic and corporate of the State of New Jersey with offices located at 301 Christiana Street, Brooklawn, New Jersey 08030 (Brooklawn). The date of the execution of this Agreement is the 12th day of March, 2018.

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

WHEREAS, the Borough of Brooklawn has in its employ Mark Laggy (hereinafter "Laggy"), an individual qualified and duly licensed by the State of New Jersey, and appointed by Brooklawn, as the Construction Code Official for the Borough of Brooklawn; and

WHEREAS, Brooklawn has agreed to permit Laggy to act as the Construction Code Official in the Borough of Merchantville in addition to the duties assigned to him by Brooklawn as an employee of Brooklawn; and

WHEREAS, Merchantville shall pay to Brooklawn the sum of Four Thousand, Eight Hundred, Seventy-five Dollars (\$4,875.00), inclusive of any and all other associated costs and expenses, for nine (9) months commencing April 1, 2018, for the services of Laggy as the Construction Code Official in the Borough of Merchantville; and

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

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

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

2. TERM

This Agreement shall be for a period of nine (9) months commencing on April 1, 2018 and terminating on December 31, 2018, and shall be cancelable upon sixty (60) days written notice by any party to this Agreement.

2. CONSTRUCTION CODE OFFICIAL

Laggy shall perform all of the duties of the Construction Code Official in the Borough of Merchantville. Merchantville shall provide Laggy a suitable office and equipment necessary to perform said task. Brooklawn shall advise Merchantville of the days and hours Laggy will serve in Merchantville in order to complete all duties required of a Construction Code Official during the term of this engagement.

3. ALLOCATION OF PAYMENTS

During the term of this Agreement, Merchantville shall pay to Brooklawn the sum of Four Thousand, Eight Hundred, Seventy-five Dollars (\$4,875.00), inclusive of any and all other associated costs and expenses, in equal payments of One Thousand, Six Hundred, Twenty-five Dollars (\$1,625.00), due on June 30, 2018, September 30, 2018 and December 30, 2018. Payments are to be made within fifteen (15) days of receipt of a voucher from Mt. Ephraim. This figure is inclusive of salary and costs which are related to this employment.

4. EMPLOYMENT STATUS

It is acknowledged by Merchantville and Brooklawn that at all times relevant herein, that while performing the work in the Borough of Merchantville under this Agreement, Laggy shall not be an employee of Merchantville but, in fact, shall be employee of Brooklawn and any payments made hereunder by Merchantville to Brooklawn shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

5. AUDIT

Pursuant to the Single Audit Act of 1984, Brooklawn 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.

6. INDEMNIFICATION

Merchantville shall indemnify, hold harmless and defend Brooklawn, 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.

Brooklawn 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.

7. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Brooklawn to the Borough Clerk, Borough of Brooklawn, 301 Christiana Street, Brooklawn, New Jersey 08030; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

8. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

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

C. Headings

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

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

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

F. Assignability

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

G. Affirmative Action

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

H. Funding

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

II. 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.

R18-39

**A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF
MERCHANTVILLE AND THE BOROUGH OF BARRINGTON RELATIVE TO
THE SERVICES OF A MUNICIPAL TAX COLLECTOR BY AND FOR THE
BOROUGH OF MERCHANTVILLE**

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 (Merchantville), and the Borough of Barrington, a body politic and corporate of the State of New Jersey with offices located at 229 Trenton Avenue, Barrington, New Jersey 08107 (Barrington). The date of the execution of this Agreement is the 1ST day of January, 2018.

W I T N E S S E T H

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

WHEREAS, the Borough of Barrington has in its employ a certain individual known as Kristy L. Emmett who has been appointed by Barrington as the Certified Tax Collector for the Borough of Barrington; and

WHEREAS, Kristy L. Emmett (hereinafter "Emmett") is a licensed Tax Collector in the State of New Jersey pursuant to N.J.S.A. 40A:9-140-10 ("Statutes") and the regulations promulgated thereunder ("Regulations"); and

WHEREAS, Barrington has agreed to permit Emmett to act as the Certified Tax Collector in the Borough of Merchantville, in addition to the duties assigned by Barrington to Emmett as an employee of Barrington; and

WHEREAS, Merchantville has agreed to pay Barrington the sum of Twenty-five Thousand Five Hundred Dollars (\$25,500.00) in the calendar year 2018, to be paid in accordance with the payment schedule set forth below; and

WHEREAS, Merchantville and Barrington 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 Councils, 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:

3. TERM

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

2. CERTIFIED TAX COLLECTOR

Emmett shall perform all of the duties of the Certified Tax Collector in the Borough of Merchantville, who shall provide to Emmett a suitable office and equipment necessary to perform said task. Emmett shall advise Merchantville of the days and hours that she will serve in Merchantville, in order to complete all duties required of a Certified Tax Collector during the term of this engagement.

3. ALLOCATION OF PAYMENTS

Merchantville shall pay to Barrington the sum of Twenty Five Thousand Five Hundred Dollars (\$25,500.00) in equal quarterly payments of Six Thousand Three Hundred Seventy-Five (\$6,375.00) per quarter in the calendar year 2018. Payments are to be made within on February 15, May 15, August 15 and November 15 of the calendar year. The appropriate vouchers shall be provided by Barrington. This figure is inclusive of salary and all costs which are related to this employment.

4. EMPLOYMENT STATUS

It is acknowledged by Merchantville, Barrington and Emmett that Emmett shall not be an employee of Merchantville, but in fact shall be an employee of Barrington and any payments made hereunder by Merchantville to Barrington shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

Emmett acknowledges that in the event of a termination of this Agreement by any or all of the parties, she will not be paid any sum in excess of the salary committed by Barrington for the Certified Tax Collector's salary. Emmett further waives and relinquishes any right that he may have against Barrington for additional compensation pursuant to any statute or regulation other than the compensation as set forth above.

Merchantville and Barrington acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Emmett during the term of this Agreement. The parties, at their option, shall either replace Emmett immediately with a Certified Tax Collector acceptable to all parties, or any or both parties may seek any other means of replacement consistent with the laws of the State of New Jersey.

5. AUDIT

Pursuant to the Single Audit Act of 1984, Barrington 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.

6. INDEMNIFICATION

Merchantville shall indemnify, hold harmless and defend Barrington, 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.

Barrington 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.

7. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Barrington to the Borough Clerk, Borough of Barrington, 229 Trenton Avenue, Barrington, New Jersey 08007; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

8. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

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

C. Headings

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

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

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

F. Assignability

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

G. Affirmative Action

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

H. Funding

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

III. 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.

R18-40

A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF BARRINGTON RELATIVE TO THE SERVICES OF A CHIEF MUNICIPAL FINANCE OFFICER BY AND FOR THE BOROUGH OF MERCHANTVILLE AS AMENDED

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 (Merchantville), and the Borough of Barrington, a body politic and corporate of the State of New Jersey with offices located at 229 Trenton Avenue, Barrington, New Jersey 08107 (Barrington). The date of the execution of this Agreement is the 1ST day of January, 2018.

W I T N E S S E T H

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

WHEREAS, the Borough of Barrington has in its employ a certain individual known as Denise K. Moules who has been appointed by Barrington as the Chief Municipal Finance Officer for the Borough of Barrington; and

WHEREAS, Denise K. Moules (hereinafter "Moules") is a licensed Chief Municipal Finance Officer in the State of New Jersey pursuant to N.J.S.A. 40A:9-140-10 ("Statutes") and the regulations promulgated thereunder ("Regulations"); and

WHEREAS, Barrington has agreed to permit Moules to act as the Chief Municipal Finance Officer in the Borough of Merchantville, in addition to the duties assigned by Barrington to Moules as an employee of Barrington; and

WHEREAS, Merchantville has agreed to pay Barrington the sum of Forty-five Thousand Dollars (\$45,000.00) in the calendar year 2018, to be paid in accordance with the payment schedule set forth below; and

WHEREAS, Merchantville and Barrington 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 Councils, 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:

4. TERM

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

2. CHIEF MUNICIPAL FINANCE OFFICER

Moules shall perform all of the duties of the Chief Municipal Finance Officer in the Borough of Merchantville, who shall provide to Moules a suitable office and equipment necessary to perform said task. Moules shall advise Merchantville of the days and hours that he will serve in Merchantville, in order to complete all duties required of a Chief Municipal Finance Officer during the term of this engagement.

3. ALLOCATION OF PAYMENTS

Merchantville shall pay to Barrington the sum of Forty-five Thousand Dollars (\$45,000.00) in equal quarterly payments of Eleven Thousand Two Hundred Fifty dollars (\$11,250.00) per quarter in the calendar year 2018. Payments are to be made within on February 15, May 15, August 15 and November 15 of the calendar year. The appropriate vouchers shall be provided by Barrington. This figure is inclusive of salary and all costs which are related to this employment.

4. EMPLOYMENT STATUS

It is acknowledged by Merchantville, Barrington and Moules that Moules shall not be an employee of Merchantville, but in fact shall be an employee of Barrington and any payments made hereunder by Merchantville to Barrington shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

Moules acknowledges that in the event of a termination of this Agreement by any or all of the parties, she will not be paid any sum in excess of the salary committed by Barrington for the Chief Municipal Finance Officer's salary. Moules further waives and relinquishes any right that he may have against Barrington for additional compensation pursuant to any statute or regulation other than the compensation as set forth above.

Merchantville and Barrington acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Moules during the term of this Agreement. The parties, at their option, shall either replace Moules immediately with a Chief Municipal Finance Officer acceptable to all parties, or any or both parties may seek any other means of replacement consistent with the laws of the State of New Jersey.

5. AUDIT

Pursuant to the Single Audit Act of 1984, Barrington 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.

6. INDEMNIFICATION

Merchantville shall indemnify, hold harmless and defend Barrington, 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.

Barrington 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.

7. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Barrington to the Borough Clerk, Borough of Barrington, 229 Trenton Avenue, Barrington, New Jersey 08007; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

8. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

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

C. Headings

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

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

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

F. Assignability

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

G. Affirmative Action

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

H. Funding

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

IV. 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.

R18-41

RESOLUTION AUTHORIZING A CONTRACT WITH OFFICE BASICS AND PAPER MART COMPANY FOR PRICE ONLY CONTRACTS FOR BID A-26/2017, COPY AND COMPUTER PAPER

AND ENVELOPES UNDER THE CAMDEN COUNTY COOPERATIVE PRICING SYSTEM, SYSTEM IDENTIFIER #57-CCCPS

WHEREAS, the County of Camden, as the Lead Agency for the Camden County Cooperative Pricing System, System Identifier #57-CCCPS (Cooperative), adopted a resolution on August 17, 2017, awarding the contract for Bid A-26/2017, Copy and Computer Paper and Envelopes for various Camden County Departments and municipalities under The Camden County Cooperative Pricing System, System Identifier #57-CCCPS, the receipt of which bids were duly advertised in accordance with law; and

WHEREAS, it is the desire of the Board of Chosen Freeholders to award contracts to responsible bidders, for items listed herein for the needs of the County of Camden and other Cooperative Purchasing Members; and

WHEREAS, it is the desire of the Borough Council of the Borough of Merchantville to award contracts, for the items listed herein for the needs of the Borough of Merchantville; and

WHEREAS, funding for this purpose for the Borough of Merchantville shall not exceed the maximum line items for office supplies in the Borough's 2018 permanent budget and shall be encumbered prior to incurring the obligation pursuant to NJAC 5:30-5.5(b)(2); and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Merchantville that, contingent upon funding as described herein, the aforementioned Bid A-26/2017, be and is hereby awarded to Office Basics and Paper Mart for Bid A-26/2017, Copy and Computer Paper and Envelopes for the term commencing on or about March 1, 2018 through August 31, 2018; and

BE IT FURTHER RESOLVED THAT the proper Borough officials be and are hereby authorized to execute all documents necessary to effect this award.

R18-42

RESOLUTION AUTHORIZING A CONTRACT WITH OFFICE BASICS CONTRACTS FOR BID A-1/2018, OFFICE SUPPLIES, UNDER THE CAMDEN COUNTY COOPERATIVE PRICING SYSTEM, SYSTEM IDENTIFIER #57-CCCPS

WHEREAS, the County of Camden, as the Lead Agency for the Camden County Cooperative Pricing System, System Identifier #57-CCCPS (Cooperative), opened bids on February 9, 2018, at 11:00 AM, awarding the contract for Bid A-1/2018, Office Supplies for various Camden County Departments and municipalities under The Camden County Cooperative Pricing System, System Identifier #57-CCCPS, the receipt of which bids were duly advertised in accordance with law; and

WHEREAS, it is the desire of the Board of Chosen Freeholders to award contracts to responsible bidders, for items listed herein for the needs of the County of Camden and other Cooperative Purchasing Members; and

WHEREAS, it is the desire of the Borough Council of the Borough of Merchantville to award contracts, for the items listed herein for the needs of the Borough of Merchantville; and

WHEREAS, funding for this purpose for the Borough of Merchantville shall not exceed the maximum line items for office supplies in the Borough's 2018 permanent budget and shall be encumbered prior to incurring the obligation pursuant to NJAC 5:30-5.5(b)(2); and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Merchantville that, contingent upon funding as described herein, the aforementioned Bid A-1/2018, be and is hereby awarded to Office Basics for Bid A-26/2017, for Office supplies for the term commencing on or about March 1, 2018 through February 29, 2020; and

BE IT FURTHER RESOLVED THAT the proper Borough officials be and are hereby authorized to execute all documents necessary to effect this award.

R18- 43

GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit’s hiring practices comply with the United States Equal Employment Opportunity Commission’s “Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964,” as amended, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit’s hiring practices as they pertain to the consideration of an individual’s criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the *Borough Council of the Borough of Merchantville* hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit’s hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

R18-44
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY APPROVING CHANGE ORDER, FOR PROFESSIONAL SERVICES FOR THE GILMORE AVENUE ROAD PROJECT

WHEREAS, it was necessary to make changes in the scope of work to be done in completing the professional services for the Road project in the Borough of Merchantville, Camden County, New Jersey;

WHEREAS, a change Order was developed to itemize and authorize those changes as follows;

<u>Description</u>	<u>Amount</u>
<i>Extra</i> Out of Scope services as listed on exhibit A	
	Original Contract \$34,700
	Total Addition= <u>\$27,000</u>
	Total \$61,700

WHEREAS, certification has been received by the Certified Finance Officer that sufficient funds have been allocated for this Change Order;

R18-46
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AWARING PROFESSIONAL SERVICES CONTRACT TO PHOENIX ADVISORS

WHEREAS, N.J.S.A. 40:87-15 authorizes appointments as the Borough Council may deem necessary; and

WHEREAS, there exists a need for Continuing Disclosure Services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 *et seq.*) requires that the resolution authorizing the award of contract for “professional services” without competitive bids must be publicly advertised;

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

(1) The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with Phoenix Advisors Group LLC, 4 West Park Street, Bordentown, NJ 08505, in an amount not to exceed \$1,500.00. The Chief Financial Officer has certified as to the availability of funds;

(2) This contract is awarded by fair and open criteria established pursuant to N.J.S.A. 19:44-02 *Et. Seq.* under the provision of the Local Public Contracts Law;

(3) A copy of this resolution shall be published in the Retrospect as required by law within ten (10) days of its passage.

R18-47

A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF BROOKLAWN RELATIVE TO THE SERVICES OF AN ELECTRICAL SUB-CODE OFFICIAL BY AND FOR THE BOROUGH OF MERCHANTVILLE

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act, 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 (Merchantville), and the Borough of Brooklawn, a body politic and corporate of the State of New Jersey with offices located at 301 Christiana Street, Brooklawn, New Jersey 08030 (Brooklawn). The date of the execution of this Agreement is the ____ day of March, 2018.

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

WHEREAS, the Borough of Brooklawn has in its employ a certain individual known as Mark Laggy who has been appointed by Brooklawn as the Electrical Sub-Code Official for the Borough of Brooklawn; and

WHEREAS, Mark Laggy (hereinafter "Laggy") is a licensed Electrical Sub-Code Official in the State of New Jersey pursuant to N.J.S.A. 52:27D-119 ("Electrical Sub-Code") and the regulations promulgated thereunder ("Regulations") ; and

WHEREAS, Brooklawn has agreed to permit Laggy to act as the Electrical Sub-Code Official in the Borough of Merchantville in addition to the duties assigned by Brooklawn to Laggy as an employee of Brooklawn; and

WHEREAS, Merchantville has agreed to pay Brooklawn the sum of Four Thousand, Four Hundred, Fifty-eight Dollars (\$4,458.00) for twelve (12) months commencing February 1, 2018, to be paid in accordance with the payment schedule set forth below; and

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

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

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

5. TERM

This Agreement shall be for a period of twelve (12) months commencing on February 1, 2018, shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

2. ELECTRICAL SUB-CODE OFFICIAL

Laggy shall perform all of the duties of the Electrical Sub-Code Official in the Boroughs of Merchantville and Brooklawn, who shall provide to Laggy a suitable office and equipment necessary to perform said task. Laggy shall advise Merchantville and Brooklawn, respectively, of the days and hours that he will serve in Merchantville and Brooklawn, respectively, in order to complete all duties required of an Electrical Sub-Code Official during the term of this engagement.

3. ALLOCATION OF PAYMENTS

Merchantville shall pay to Brooklawn the sum of the sum of Four Thousand, Four Hundred, Fifty-eight Dollars (\$4,458.00) in equal payments of One Thousand, One Hundred, Fourteen Dollars and Fifty Cents (\$1,114.50), due on March 15, June 15, September 15 and December 15 of the calendar year that this Agreement is in effect. Payments are to be made within fifteen (15) days of receipt of a voucher from Brooklawn. This figure is inclusive of salary and costs which are related to this employment.

4. EMPLOYMENT STATUS

It is acknowledged by Merchantville, Brooklawn and Laggy that Laggy shall not be an employee of Merchantville, but in fact shall be an employee of Brooklawn and any payments made hereunder by Merchantville to Brooklawn shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

Merchantville and Brooklawn herein acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Laggy during the term of this Agreement. The parties, at their option, shall either replace Laggy immediately with a licensed Electrical Sub-Code Official in the State of New Jersey acceptable to all parties or any or all of the parties may seek any other means of replacement consistent with the laws of the State of New Jersey.

5. AUDIT

Pursuant to the Single Audit Act of 1984, Brooklawn 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.

6. INDEMNIFICATION

Merchantville shall indemnify, hold harmless and defend Brooklawn, 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.

Brooklawn 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.

7. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Brooklawn to the Borough Clerk, Borough of Brooklawn, 301 Christiana Street, Brooklawn, New Jersey 08030; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

8. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

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

C. Headings

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

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

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

F. Assignability

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

G. Affirmative Action

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

H. Funding

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

V. 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.

Resolution R18-45 Change Order 2 for Gilmore Avenue Phase 2-On a motion of Mr. Grasso and second of Mr. Kidd, Council approved the following Resolution.

**R18-45
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF
CAMDEN AND STATE OF NEW JERSEY APPROVING CHANGE ORDER 2,
FOR PROFESSIONAL SERVICES FOR THE GILMORE AVENUE ROAD PROJECT**

WHEREAS, it was necessary to make changes in the scope of work to be done in completing the as-built quantity adjustment for the Road project in the Borough of Merchantville, Camden County, New Jersey;

WHEREAS, a change Order was developed to itemize and authorize those changes as follows;

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
CO2-1	HMA 9.5M64 Surface Course, 2' Thick	+2,456 SY	\$15.00	\$36,840.00
CO2-2	HMA 19M64 Base Course, 4"Thick	+2478 SY	\$18.00	\$44,604.00
CO2-3	Milling, 6" Thick	+2,427 SY	\$7.25	\$17,595.75
1	HMA 9.5 M64 Surface Course, 1.5 Thick	-2,373 SY	\$9.50	-\$22,543.50
2	HMA 19 M64 Base Course, 4"Thick	-2,373 SY	\$14.50	-\$34,408.50
3	DGA, 6" Thick	-2,142.33 SY	\$8.00	-\$17,138.64
4	Roadway Excavation, 10.5" Thick	-2,373 SY	\$8.75	-\$20,763.75
5	6" Thick Driveway Apron, Reinforced	+161.79 SY	\$10.00	\$1,617.90
6	6" Thick Sidewalk, Reinforced	-57 SF	\$10.00	-\$570.00
7	Concrete Vertical Curb	+40 LF	\$25.00	\$1,000.00
8	Allowance for Asphalt Price Adjustment	-1 LS	\$500.00	-\$500.00

Original Contract	\$161,854.75
Change Order 1	- 1,064.00
Change Order 2	- \$4,669.26

Adjusted Contract Amount Total \$166,524.01

WHEREAS, certification has been received by the Certified Finance Officer that sufficient funds have been allocated for this Change Order;

Ordinance for introduction on first reading. This ordinance will be considered for adoption at the public hearing to be held during the February 26th council meeting.

Payment of Bills-On a motion of Mr. McLoone and second of Mr. Sperrazza, council approved the payment of bills.

**R18-48
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	2017 BUDGET		\$ 17,894.37
	2018 BUDGET	\$ 1,631.68	\$ 155,988.46
	GRANTS		\$ 37,143.00
	PFRS		
	PERS		
	DEBT SERVICE		\$ -
	BOARD OF EDUCATION*		\$ -
	CAMDEN COUNTY		\$ -
WIRE TRANSFERS PAYROLL	2/16/18-3/2/18		\$ 153,068.21
WIRES / MANUAL CHECKS			\$ 51,048.37
TOTAL CURRENT		\$ 1,631.68	\$ 415,142.41
SEWER UTILITY			
CHECKS SEWER FUND	2017 BUDGET		
	2018 BUDGET		\$ 4,916.00
	DEBT SERVICE		\$ 1.00
WIRE TRANSFERS PAYROLL	2/16/18-3/2/18		\$ 7,123.02
WIRE NJEIT LOAN			
WIRES /MANUAL CHECKS			
TOTAL SEWER		\$ -	\$ 12,040.02
GENERAL CAPITAL FUND			
CHECK CAPITAL FUND			\$ 11,742.03
MANUAL CHECK			\$ 8,153.00
WIRE TRANSFERS PAYROLL	2/16/18-3/2/18		
TOTAL CAPITAL		\$ -	\$ 19,895.03
TRUST FUND			
CHECK TRUST OTHER FUND			\$ 7,884.49
WIRE TRANSFERS PAYROLL	2/16/18-3/2/18		\$ 6,491.00
WIRES / MANUAL CHECKS			\$ 4,923.94
TOTAL TRUST		\$ -	\$ 19,299.43
SEWER CAPITAL FUND			
CHECK SEWER CAPITAL			
MANUAL CHECKS			
WIRE TRANSFERS PAYROLL	2/16/18-3/2/18		
TOTAL SEWER CAPITAL		\$ -	\$ -

ANIMAL TRUST FUND

ANIMAL TRUST CHECK		\$		559.20
TOTAL ANIMAL TRUST		\$	-	\$ 559.20

TOTAL BILL LIST & MANUAL CHECKS/WIRE		\$	1,631.68	\$	466,936.09
		GRAND			
		TOTAL		\$	468,567.77

ANNOUNCEMENTS

ADJOURNMENT: On the motion of Mr. Grasso and second of Mr. Kidd the meeting was adjourned at 9:03 P.M.

Denise Brouse, Borough Clerk