

Merchantville, NJ April 9, 2018

A regular meeting of Borough Council was held at 7:30 PM, Monday, April 9, 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 (7:56), McLoone and Perno. Attorney Higgins, Clerk Brouse, CFO Moules were present.

**PRESENTATION** Award for Volunteer of the Year Award-Shawn Waldron

OATH OF OFFICE: Richard Grassia  
 OATH OF OFFICE: Brian Callaway  
 OATH OF OFFICE: John Queen

**PRESENTATION** Merchantville School Report-Mr. Strong-2.46 cents increase \$500 average household. Thanks Griffin for reestablishing the relationship.

**PUBLIC**

Paul Fischer, 310 Poplar Avenue-Request Eagle Scout project sign for Daffodil project in garden at Gazebo area-Approved.

**APPROVAL OF MINUTES**-On a motion of Mr. Kidd and second of Mr. Sperrazza, Council approved the regular council meeting minutes of 2/12/18. On a motion of Mr. Grasso and second of Mr. Kidd, Council approved the Caucus meeting minutes of 2/26/18.

**CORRESPONDENCE** Marie Hanna-Thank you for the memorial plaque in memory of her husband.

**OLD BUSINESS**

**NEW BUSINESS**

**PROCLAMATION** Arbor Day

**APPROVAL** – Jose Romero volunteer fire fighter-On a motion of Mr. Grasso and second of Mr. Sperrazza, Council approved Jose Romero as a volunteer fire fighter.

**APPROVAL** – Use of Facility for Memorial Day Service-On a motion of Mr. Grasso and second of Mr. Kidd, Council approved the use of facility for Memorial Day Service.

**APPROVAL** – Use of Facility for PTSD Awareness Walk-On a motion of Mr. Grasso and second of Mr. Kidd, Council approved the use of facility for PTSD Awareness Walk.

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

**R18-55  
 RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,  
 COUNTY OF CAMDEN AND STATE OF NEW JERSEY  
 APPOINTING CHIEF OF POLICE**

**BE IT RESOLVED**, by the Borough Council of the Borough of Merchantville, with the Mayor concurring, that Richard Grassia, be and is hereby appointed as a Chief of police officer of the Borough of Merchantville Police Department, effective March 1, 2018 subject to and conditioned upon his successful completion of all training required by the Statutes and certification of such.

**R18-56  
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,  
COUNTY OF CAMDEN AND STATE OF NEW JERSEY  
APPOINTING POLICE DETECTIVE**

**BE IT RESOLVED**, by the Borough Council of the Borough of Merchantville, with the Mayor concurring, that Brian Callaway, be and is hereby appointed as a Police Detective of the Borough of Merchantville Police Department, effective March 1, 2018 subject to and conditioned upon his successful completion of all training required by the Statutes and certification of such.

**18-57  
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY  
OF CAMDEN AND STATE OF NEW JERSEY  
TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT  
FUNDS FOR MERCHANTVILLE SENIOR CENTER**

**WHEREAS**, the Borough of Merchantville, County of Camden is a member of the Camden County Community Development Program; and

**WHEREAS**, the Governing Body has chosen to submit an application for the 2018 Community Development Block Grant Funds; and

**WHEREAS**, the governing body has agreed to apply for funding for the following project;

**REQUESTING CDBG FUNDS FOR SENIOR CENTER REHABILITATION**

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Merchantville and County of Camden that the Mayor is hereby authorized to sign the application for the 2018 CDBG Funds.

**R18-58  
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 \_\_\_\_ day of April, 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 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 Six Thousand, Seven Hundred, Eighty-seven Dollars (\$6,787.00), for eleven (11) Months commencing February 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 eleven (11) months commencing on February 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. Merchantville and Mr. Beach will determine when Mr. Beach will be 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 Six Thousand, Seven Hundred, Eighty-seven Dollars (\$6,787.00) in equal payments of One Thousand, Six Hundred, Ninety-six Dollars and Seventy-five Cents (\$1,696.75), due upon execution of this Agreement, and thereafter on June 15, 2018, September 15, 2018 and December 15, 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.

**R18-59**

**A SHARED SERVICES AGREEMENT BY AND BETWEEN THE  
BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF  
COLLINGSWOOD RELATIVE TO THE SERVICES OF A  
CONSTRUCTION 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 Collingswood, a body politic and corporate of the State of New Jersey with offices located at 678 Haddon Avenue, Collingswood, New Jersey 08108 (Collingswood). The date of the execution of this Agreement is the \_\_\_\_ day of April, 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 Collingswood (hereinafter "Collingswood") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

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

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

**WHEREAS**, Merchantville shall pay to Collingswood the sum of Four Thousand, Eight Hundred, Seventy-five Dollars (\$4,875.00) for nine (9) months commencing April 1, 2018, for the services of Fisher as the Construction Code Official in the Borough of Merchantville; and

**WHEREAS**, Merchantville and Collingswood 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**

Fisher shall perform all of the duties of the Construction Code Official in the Borough of Merchantville. Merchantville shall provide Fisher a suitable office and equipment necessary to perform said task. Collingswood shall advise Merchantville of the days and hours Fisher 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 Collingswood the sum of Four Thousand, Nine Hundred, Ninety-five Dollars (\$4,875.00), together with 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 Collingswood. This figure is inclusive of salary and costs which are related to this employment.

**4. EMPLOYMENT STATUS**

It is acknowledged by Merchantville and Collingswood that at all times relevant herein, that while performing the work in the Borough of Merchantville under this Agreement, Fisher shall not be an employee of Merchantville but, in fact, shall be employee of Collingswood and any payments made hereunder by Merchantville to Collingswood 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, Collingswood 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 Collingswood, 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.

Collingswood 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 Collingswood to the Borough Clerk, Borough of Collingswood, 678 Haddon Avenue, Collingswood, New Jersey 08108; 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 Collingswood'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.

### **R18-60**

#### **A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF COLLINGSWOOD RELATIVE TO THE SERVICES OF AN ELECTRICAL 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

Collingswood, a body politic and corporate of the State of New Jersey with offices located at 678 Haddon Avenue, Collingswood, New Jersey 08108 (Collingswood). The date of the execution of this Agreement is the \_\_\_\_ day of April, 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 Collingswood (hereinafter "Collingswood") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the Borough of Collingswood has in its employ William Fisher (hereinafter "Fisher"), an individual qualified and duly licensed by the State of New Jersey, and appointed by Collingswood, as the Electrical Sub-Code Official for the Borough of Collingswood; and

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

**WHEREAS**, Merchantville shall pay to Collingswood the sum of Four Thousand, Eight Hundred, Seventy-five Dollars (\$4,458.00) for twelve (12) months commencing April 1, 2018, for the services of Fisher as the Electrical Sub-Code Official in the Borough of Merchantville; and

**WHEREAS**, Merchantville and Collingswood 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:

#### **3. TERM**

This Agreement shall be for a period of twelve (12) months commencing on April 1, 2018 and terminating on March 31, 2019, and shall be cancelable upon sixty (60) days written notice by any party to this Agreement.

#### **2. ELECTRICAL SUB-CODE OFFICIAL**

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

#### **3. ALLOCATION OF PAYMENTS**

During the term of this Agreement, Merchantville shall pay to Collingswood the sum of Four Thousand, Nine Hundred, Ninety-five Dollars (\$4,458.00) in equal payments of One Thousand, One Hundred, Fourteen Dollars and Fifty Cents (\$1,114.50), due on June 30, 2018, September 30, 2018, December 30, 2018 and March 31, 2019. Payments are to be made within fifteen (15) days of receipt of a voucher from Collingswood. This figure is inclusive of salary and costs which are related to this employment.

#### **4. EMPLOYMENT STATUS**

It is acknowledged by Merchantville and Collingswood that at all times relevant herein, that while performing the work in the Borough of Merchantville under this Agreement, Fisher shall not be an employee of Merchantville but, in fact, shall be employee of Collingswood and any payments made hereunder by Merchantville to Collingswood 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, Collingswood 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 Collingswood, 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.

Collingswood 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 Collingswood to the Borough Clerk, Borough of Collingswood, 678 Haddon Avenue, Collingswood, New Jersey 08108; 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 Collingswood'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.

**R18-61**  
**REFUND OF TAX PAYMENT**

**WHEREAS**, the Merchantville Tax Collector has called to Mayor and Council's attention a request to refund a 2018 1<sup>st</sup> qtr. tax payment due to being a totally disabled Veteran.

**NOW, THEREFORE**, be it resolved by the Mayor and Council of the Borough



of Merchantville that the following refund be approved on this account in the amount of \$2,058.21 and the refund be forwarded to:

Loan Care Servicing  
Tax Escrow Department  
601 Riverside Ave, Bldg 5  
Jacksonville, FL 32204

<u>YEAR</u>	<u>BL.</u>	<u>LOT</u>	<u>NAME &amp; ADDRESS</u>	<u>AMOUNT</u>
2018	43.01	2	Elliot E Irzarry 202 Glenwood Ave	\$2,058.21

**Resolution R18-52 Budget**-On a motion of Mr. Grasso and second of Mr. Sperrazza, Council approved the following Resolution.

**R18-52**  
**MUNICIPAL BUDGET OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF**  
**CAMDEN, STATE OF NEW JERSEY FOR THE FISCAL YEAR 2017**

**BE IT RESOLVED**, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2018;

<b>Summary of General Section of Budget</b>	<b>Current Fund</b>
Municipal Purposes within "CAPS"	\$ 3,875,408.05
Municipal Purposes excluded from "CAPS"	\$ 539,661.61
Reserve for Uncollected Taxes	\$ 330,382.12
Total General Appropriations	\$ 4,745,451.78
Less: Anticipated Revenues	\$ 1,665,713.41
Amount to be Raised by Taxation	\$ 3,079,738.37

**BE IT FURTHER RESOLVED** that said Budget be published by title only in The Retrospect in the issue of April 13, 2018. The Governing Body of the Borough of Merchantville does hereby approve the following as the Budget for the year 2018;

Notice is hereby given that the Budget Resolution was approved by the Borough Council of the Borough of Merchantville, County of Camden, on April 9, 2018.

A Hearing on the Budget and Tax Resolution will be held at Borough Hall on May 14, 2018 at 7:30 o'clock PM at which time and place objections to said Budget resolution for the year 2018 may be presented by taxpayers or other interested parties.

**RESOLUTION 18-53 Authorize Open Space Grant Application**-On a motion of Mr. Perno and second of Mr. Grasso, Council approved the following resolution.

**R18-53**  
**RESOLUTION AUTHORIZING APPLICATION FOR RECREATION FACILITY**  
**ENHANCEMENT PROJECT FUNDING FROM THE CAMDEN COUNTY**  
**OPEN SPACE, FARMLAND, RECREATION, AND HISTORIC TRUST FUND**

**WHEREAS**, The Mayor and Borough Council of the Borough of Merchantville, County of Camden, State of New Jersey recognizes that parks and recreational facilities are important to the public; and

**WHEREAS**, the Borough of Merchantville further recognizes the need for renovations to the Community Center playground area including installation of a Bocce Ball Court, Ga Ga Court, renovations to the Basketball court and upgrades to the equipment;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Borough Council of the Borough of Merchantville, County of Camden, and State of New Jersey hereby does authorize submission of an application for Recreation Facility Enhancement Project Funding from the Camden County Open Space, Farmland, Recreation, and Historic Preservation Trust Fund in the amount of \$25,000.

**R18-54 Cancel Sewer Balance**-On a motion of Mr. Grasso and second of Mr. Sperrazza, Council approved the following resolution.

**R18-54**  
**CANCEL 2016 & 2017 SEWER CHARGES**

**WHEREAS**, the Merchantville Tax Collector has called to Mayor and Council’s attention a request to cancel the sewer charges for 2016 & 2017 on 29 Volan St due to the Borough of Merchantville taking over the property:

**NOW, THEREFORE**, be it resolved by the Mayor and Council of the Borough of Merchantville that the following request be approved on account #413-0, 29 Volan St:

<u>YEAR</u>	<u>BL.</u>	<u>LOT</u>	<u>ACCOUNT#</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
2016	25	17.01	413-0	29 Volan St	\$240.00
2017	25	17.01	413-0	29 Volan St	\$256.00

Ordinance for introduction on first reading. These Ordinances will be considered for adoption at the public hearing to be held during the May 14<sup>th</sup> council meeting.

**Ordinance 18-05 Salary**-On a motion of Mr. Grasso and second of Mr. Kidd, Council introduced the following Ordinance:

**18-05**  
**AN ORDINANCE FOR THE BOROUGH OF MERCHANTVILLE IN THE COUNTY OF CAMDEN AND STATE OF NEW JERSEY ENTITLED “SALARIES & COMPENSATION”**

**BE IT ORDAINED** by the Mayor and Council of the Borough of Merchantville as follows:

**SECTION 1.** The maximum annual salaries of the employees of the Borough of Merchantville are hereby established, in accordance with the following schedule for services performed during the year 2018 as of January 1, 2018.

<u>POSITION</u>	<u>SALARY</u>
Tax Clerk (Per Hour)	18.60
Accounts Payable Clerk (Per Hour)	12.80
Tax Assessor	9,552.00
Mayor	2,000.00
Member of Council	1,200.00
Borough Clerk/Registrar	63,750.00
Deputy Code Enforcement Officer (Per Hour)	16.50
Code Enforcement Manager	10,000.00

Administrative Clerk (Per Hour)	14.00
Community Development Director	60,000.00
Plumbing Sub-Code Official	3,600.00
Police Chief	99,850.00 – 103,500.00
Police Secretary	40,925.00
Police Special Officer (Per Hour)	15.00
Community Affairs/Crime Prevention Officer (Per Hour)	23.00
School Traffic Guard (Per shift)	13.00
Drug Alliance Coordinator	1,000.00
Meter Attendant (Per Hour)	13.00
Public Works Supervisor	54,700.00
Wastewater Collection Operator	3,000.00
Paid Fireman I	56,100.00
Paid Fireman II	35,000.00
Fire Official	3,000.00
Fire Inspector (Paid per Inspection per pay scale)	4,800.00
Sound Recorder (Per Session)	50.00
Prosecutor	10,000.00
Public Defender	10,000.00
Clean Communities Worker (Per Hour – Start July 1)	8.60 - 9.50
Clean Communities Coordinator	1,000.00
Deputy Registrar	1,000.00
Public Works Temporary Worker (Per Hours – Start July 1)	9.50 – 20.00
Magistrate	9,500.00
Municipal Court Administrator	45,977.00
Deputy Court Administrator (Per Hour – Start March 1)	14.00
Off-Duty Officers Outside Employment (Per Hour–Start July 1)	65.00 – 75.00
Municipal Alliance Summer Enrichment Program (per hour)	40.00
Parks and Playground Director	3,100.00
Parks and Playground Assistant Director	1,050.00
Parks and Playgrounds Counselor, First Year (Per Hour)	6.75
Parks and Playgrounds Counselor, Returning (Per Hour)	.50 Over Prior Year Rate
Special DWI Session – Municipal Judge per session	500.00
Special DWI Session – Court Administrator (Per Hour)	43.56
Special DWI Session – Deputy Court Administrator (Per Hour)	33.40
Special DWI Session – Sound Recorder (Per Session)	50.00

**SECTION 2.** Wages to be paid to persons performing any other work except as described herein, and which employee or officer is not covered by a union contract, shall be paid the sum of minimum wage to \$20.00 per hour, with time and one-half for overtime when approved by the department head.

**SECTION 3.** Longevity was added to the above salaries in accordance with the following schedule. Longevity will be calculated in the base salary and no longer calculated separately.  
LONGEVITY SCHEDULE FOR FULL-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1994:

After 5 years through 10 years	2%
After 10 years through 15 years	3%

After 15 years through 20 years	4%
After 20 years through 23 years	5%
After 23 years	6%

**SECTION 4.** All ordinances and parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistencies only.

**SECTION 5.** This ordinance shall become effective twenty (20) days after publication thereof following final passage, and all salaries and compensation shall be retroactive to January 1, 2018 except where noted.

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

**R18-62  
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.**

<b>CURRENT FUND</b>		<b>REVENUE</b>	<b>BUDGET</b>
CHECKS CURRENT FUND	2017 BUDGET	\$	600.00
	2018 BUDGET	\$ 472.43	\$ 83,606.95
	GRANTS	\$	265.55
	PFRS	\$	42,165.54
	PERS	\$	331,837.00
	DEBT SERVICE		
	BOARD OF EDUCATION*		
	CAMDEN COUNTY		
WIRE TRANSFERS PAYROLL	3/16/18 - 3/30/18	\$	138,635.05
WIRES / MANUAL CHECKS		\$	9,709.22
<b>TOTAL CURRENT</b>		\$ 472.43	\$ 606,819.31
<b>SEWER UTILITY</b>			
CHECKS SEWER FUND	2017 BUDGET		
	2018 BUDGET	\$	616.00
	DEBT SERVICE	\$	1.00
WIRE TRANSFERS PAYROLL	3/16/18 - 3/30/18	\$	5,087.94
WIRE NJEIT LOAN			
WIRES /MANUAL CHECKS			
<b>TOTAL SEWER</b>		\$ -	\$ 5,704.94
<b>GENERAL CAPITAL FUND</b>			
CHECK CAPITAL FUND		\$	195,691.50
MANUAL CHECK		\$	6,184.25
WIRE TRANSFERS PAYROLL	3/16/18 - 3/30/18		
<b>TOTAL CAPITAL</b>		\$ -	\$ 201,875.75
<b>TRUST FUND</b>			
CHECK TRUST OTHER FUND		\$	6,026.12
WIRE TRANSFERS PAYROLL	3/16/18 - 3/30/18	\$	5,095.30

WIRES / MANUAL CHECKS		\$		3,700.00
TOTAL TRUST		\$	-	\$ 14,821.42
<b>SEWER CAPITAL FUND</b>				
CHECK SEWER CAPITAL				
MANUAL CHECKS				
WIRE TRANSFERS PAYROLL	3/16/18 - 3/30/18			
TOTAL SEWER CAPITAL		\$	-	\$ -
<b>ANIMAL TRUST FUND</b>				
ANIMAL TRUST CHECK			\$	4.80
TOTAL ANIMAL TRUST		\$	-	\$ 4.80
<b>TOTAL BILL LIST &amp; MANUAL CHECKS/WIRE</b>		\$	472.43	\$ 829,226.22
<b>GRAND TOTAL</b>				<b>\$ 829,698.65</b>

**ANNOUNCEMENTS**-Recommendations from County Committee 3 names will be sent @ next meeting.

**PRIVATE SESSION**-On a motion of Mr. Grasso and second of Mr. Sperrazza, council entered into Private Session to discuss matters of possible litigation.

**R18-68  
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,  
COUNTY OF CAMDEN AND STATE OF NEW JERSEY  
AUTHORIZING A PRIVATE SESSION OF COUNCIL**

**John Grasso** offered the following resolution and moved its adoption:

**WHEREAS**, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975 permits the exclusion of the public from a meeting in certain circumstances; and

**WHEREAS**, this public body is of the opinion that such circumstances presently exist;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey, as follows:

1. The public shall be excluded from discussion of and action upon the hereinafter specified subject matters.
2. The general nature of the subject matter to be discussed is as follows:

**Matters of Personnel and Possible Litigation**

3. It is anticipated at this time that the above stated subject matter shall be made public.
4. This Resolution shall take effect immediately.

Seconded by **Daniel Sperrazza** and adopted on roll call by the following vote:

	Yes	No	Abstain	Absent
Vacant	( )	( )	( )	( )
Mr. Kidd	( x )	( )	( )	( )
Mr. Grasso	( x )	( )	( )	( )
Mr. Sperrazza	( x )	( )	( )	( )
Mr. McLoone	( x )	( )	( )	( )
Mr. Perno	( x )	( )	( )	( )

**ADJOURNMENT:** On the motion of Mr. Perno and second of Mr. Kidd the meeting was adjourned at 8:34 P.M.

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Denise Brouse, Borough Clerk