

Merchantville, NJ March 13, 2017

A regular meeting of Borough Council was held at 7:30 PM, Monday, March 13, 2017. 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: Swann, Kidd, Grasso, Sperrazza (7:37) and McLoone. Attorney Higgins, Clerk Brouse, CFO Moules were present.

PUBLIC

William Voiccki-Vineland Landscaping-Thank you for selecting our company, we look forward to working with the Borough.

APPROVAL OF MINUTES-On a motion of Mr. Grasso and second of Mr. McLoone, Council approved the regular council minutes of 11/14/16 (Mr. Kidd abstaine). On a motion of Mr. Grasso and second of Ms. Swann (Mr. Kidd abstained) Council approved the regular council minutes of 12/12/16. On a motion of Mr. Kidd and second of Ms. Swann (Mr. Grasso abstained), Council approved the regular council minutes of 2/13/17. On a motion of Mr. Grasso and second of Mr. Kidd (Ms. Swann and Mr. Kidd abstained), Council approved the caucus meeting minutes of 11/28/16. On a motion of Mr. McLoone and second of Mr. Kidd (Mr. Grasso abstained), Council approved the caucus meeting minutes of 1/23/17. On a motion of Mr. Grasso and second of Mr. Kidd (Mr. McLoone abstained), Council approved the caucus meeting minutes of 2/27/17.

ENGINEER REPORT-attached

CORRESPONDENCE-Ms. Britten letter and Mike Haigh will retire in February.

COUNCIL REPORTS

Ms. Swann- No Shade tree report. Fun Fit Challenge on March 25th 10-1. Need two crossing guards. Egg Hunt at the Community Center, April 8th 10:00 am promptly 15th raindate, April 22nd will be cleanup day, Task Force meeting with Mayor. Collaborative effort with boro-task force. Public Events and Business Association are meeting and should have firm dates by the next council meeting.

Mr. Kidd-Joint Land use board made the fees recommendation to Council for escrow fees. There has been trouble recouping fees over budgeted amount. Place lien against property and make sure permit applications are not be approved until balance is paid. Looking into legality of placing a lien. Sustainability-working on green team, will schedule meetings soon.

Mr. Grasso-Thanks Ms. Swann for taking over public events..... Court 354 disposed, \$13,400 revenue, steady decline in last few years. Police have had some new staff and eticketing, this has helped increase tickets. St. Peter Raffle is on the agenda for approval, use for walk-Bread of Life 5k route, they will need crossing guards. Walk for the Wish-one crossing guard \$1500 grant for DWI patrols, Stephen Morrone Jr.-Patrolman. New patrol vehicle in about a month. Collections for February, 1415, 237 traffic, 93 parking, 2 DWI. Prepared for a solid budget, building safety compliance upgrades on capital.

Mayor-Thanks Mr. Sperrazza and Ms. Swann for sitting in on interviews for patrolman.

Mr. Sperrazza-Code 5 resale, categorizing properties and updated information, helping with trash complaints. New business Nimble Needle, transfer of Han fire truck, a freeze will be placed on new volunteers at the fire department at this time. Working on the budget, meeting should be on March 27th. OEM is monitoring the storm.

Mr. McLoone-No HPC in March. PW report provided, 6 sewer calls, 1 ton of cold patch. Started painting in Borough Hall court room, removed 4 trees, prepared for Storm Stella, salt loaded, plan is set, park off street if possible.

Clerk-State aid is remaining the same, Egg hunt begins at 10 am on April 8th with a rain date on the following Saturday, new hire, sewer bills have been sent out, thank you to public works for the wall repair and painting of court room, cleanup day April 22, Cove Road repair, Fun fit March 25th.

CFO Moules-Budget meetings March 27th

OLD BUSINESS

NEW BUSINESS

DISCUSSION-Benefits of Energy Efficiency and Renewable Energy

PROCLAMATION-Alcohol Awareness

APPROVAL- Use of Facility for Bread of Life for a 5K run-On a motion of Mr. Grasso and second of Mr. Kidd, Council approved the use of facility for the Bread of Life 5k run.

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

APPROVAL-Use of Facility for Merchantville Woman's Club Pinwheel Display at Morrissey Park-On a motion of Mr. Grasso and second of Mr. Kidd, Council approved the use of facility for the Merchantville Woman's Club Pinwheel Display at Morrissey Park.

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

R17-46

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY TO APPROVE A RAFFLE LICENSE

WHEREAS, Merchantville School PTA has applied for and received an identification number 299-5-39871 allowing Merchantville PTA the ability to conduct raffle licenses with proper approval; and

WHEREAS, Merchantville School PTA has properly completed the Raffle license application and at least 7 days have elapsed between the time the applications were filed and the time that the Borough Council made their findings and determination with checks to the Borough of Merchantville in the amount of \$20.00 each and checks to the Legalized Games of Chance Control Commission in the amount of \$20.00 each and that 15 days will elapse between the time the municipality forwards the application to the control commission and the date the license is issued to the applicant; and

WHEREAS, Council person Swann council person of the Department of Records and Licenses, has reported that the laws and regulations have been met, and that she recommends the granting of said license; and

WHEREAS, the Borough Clerk has reported that the legal preliminaries have been strictly complied with;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council be and is hereby authorized to issue a Raffle license numbered MPTA-17-06 to Merchantville PTA for the 50/50 Raffle taking place on April 2, 2017.

R17-47**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY TO APPROVE A 50/50 RAFFLE LICENSE**

WHEREAS, Merchantville School PTA has applied for and received an identification number 299-5-39871 allowing Merchantville PTA the ability to conduct raffle licenses with proper approval; and

WHEREAS, Merchantville School PTA has properly completed the Raffle license application and at least 7 days have elapsed between the time the applications were filed and the time that the Borough Council made their findings and determination with checks to the Borough of Merchantville in the amount of \$20.00 each and checks to the Legalized Games of Chance Control Commission in the amount of \$20.00 each and that 15 days will elapse between the time the municipality forwards the application to the control commission and the date the license is issued to the applicant ; and

WHEREAS, Council person Swann council person of the Department of Records and Licenses, has reported that the laws and regulations have been met, and that she recommends the granting of said license; and

WHEREAS, the Borough Clerk has reported that the legal preliminaries have been strictly complied with;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council be and is hereby authorized to issue a Raffle license numbered MPTA-17-05 to Merchantville PTA for the 50/50 Raffle taking place on April 2, 2017.

R17-48**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY APPROVING CONTRACT TO CUT GRASS ON BOROUGH OWNED PROPERITES**

WHEREAS, the Borough Council of the Borough of Merchantville is desirous of having a contractor cut the grass on Borough owned properties in Merchantville; and

WHEREAS, bids have been solicited and received for this project with council accepting the bid of \$11,520.00 for Year 1 with the approval to extend an additional two years including the following items,

- #1 Community Center entirely & Center Island at Greenleigh Court,
- #2 Borough Hall & Morrissey Park,
- #3 Wellwood Park,
- #4 Merchantville Bike Path,
- #5 Weedwacking curb area at bike path
- #6 Circle Area at Chapel & Centre
- #7 25 E Park Avenue & Grass strip
- #8 Leaf Removal at Community Center (one time)
- #9 Leaf removal at Wellwood Park (one time)

WHEREAS, the Chief Financial Officer has certified as to the availability of funds;

NOW, THEREFORE, BE IT RESOLVED, that the contract is awarded to Vineland Landscaping, 1114 Venezia Avenue, Vineland, NJ 08361 in an amount not to exceed \$11,520.00.

R17-49**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY APPROVING CONTRACT TO PROVIDE IT SERVICES FOR MUNICIPAL OFFICES**

WHEREAS, the Borough Council of the Borough of Merchantville is desirous of having a professional provide IT service for the Municipal offices in Merchantville; and

WHEREAS, quotes have been solicited and received for this project with council accepting the quote of \$5,130.00 for items number one and two, Year 1 with the approval to extend an additional two years including the following items,

#1 Off Site server backup system	(+400.00 if manual off site is selected)	760.00
#2 Maintenance contract for 11 workstations	, 1 server	4,370.00
#3 Hourly Rate for service calls or repair		95.00 Per hour
#4 Monitoring for 11 workstations and server are included in pricing		

WHEREAS, the Chief Financial Officer has certified as to the availability of funds;
I, Denise Moules, Finance Officer for the Borough of Merchantville hereby certify that funds are available for award of this contract in account _____

Denise Moules, Finance Officer

NOW, THEREFORE, BE IT RESOLVED, that the contract is awarded to Fitzgerald & Company, 530 Charleston Ct. Mt. Laurel, NJ 08054-2805, in an amount not to exceed \$5,130.00.

R17-50

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, 2017.

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 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-four Thousand Five Hundred Dollars (\$44,500.00) in the calendar year 2017, 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:

1. 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-four Thousand Five Hundred Dollars (\$44,500.00) in equal quarterly payments of Eleven Thousand One Hundred twenty five dollars (\$11,125.00) per quarter in the calendar year 2017. 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.

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.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

R17-51

**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, 2017.

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 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 Dollars (\$25,000.00) in the calendar year 2017, 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:

2. 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 four Thousand Dollars (\$25,000.00) in equal quarterly payments of Six Thousand Seven Hundred Fifty (\$6,250.00) per quarter in the calendar year 2017. 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.

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.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

R17-52

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY APPROVING THE SALE OF CERTAIN LANDS BY THE BOROUGH OF MERCHANTVILLE TO ST. JOSEPH'S CARPENTER SOCIETY AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO IMPLEMENT SAID SALE

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, Merchantville, pursuant to and in furtherance of the authority granted to the municipality under the New Jersey Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-102 et seq., has entered into a Memorandum of Understanding with St. Joseph's Carpenter Society to acquire and rehabilitate certain properties in the Borough of Merchantville; and

WHEREAS, St. Joseph's Carpenter Society, a not-for-profit corporation of the State of New Jersey, whose principal place of business is located at 22 Church Street, Camden, New Jersey 08105, and wishes to purchase from the Borough of Merchantville certain real property more commonly referred to as Block 57, Lot 26, of the Borough of Merchantville Tax Map, otherwise known as 19 West Chestnut Street in the Borough of Merchantville; and

WHEREAS, Merchantville wishes to sell the above referenced property to St. Joseph's Carpenter Society for consideration in the amount of One (\$1.00) Dollar, together with:

a. the final, unappealable, award or price paid or to be paid to the property owner(s) as the just compensation value determined by the condemnation process either in bona fide negotiations with the said property owner or as a result of the proceedings before the Condemnation Commissioners or the Superior Court;

b. costs incurred by Merchantville associated with the investigation and remediation of all environmental conditions at the property necessary for the approval of all applicable regulatory agencies, if any;

c. costs and fees incurred by Merchantville in complying with the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-102 et seq., ("Abandoned Properties Law") and the Eminent Domain Law, N.J.S.A. 20:30-1 et. seq. ("Eminent Domain Law") including, but not limited to, professional services, expert fees, inspections, appraisals, environmental investigations, and, if applicable, the costs associated with the relocation of existing tenants under the N.J.S.A. 20:4-1 ("Relocation Assistance Act"), court deposits and court costs and fees associated with bona-fide negotiations, commissioner hearings, court proceedings and challenges to property acquisition; excluding any costs incurred by the Borough in placing the property on the Abandoned Properties List; and

d. any other reasonable and appropriate out-of-pocket expenses incurred by Merchantville which are associated with the Project, which shall include, but not be limited to all fees and costs of professional, legal, technical or financial consultant, contractor or vendor necessary for the Project; and

WHEREAS, the sale of this property by Merchantville is consistent with and in furtherance of the above-mentioned Memorandum of Understanding with St. Joseph's Carpenter Society; and

WHEREAS, Merchantville and St. Joseph's Carpenter Society will reduce the terms and conditions of this Agreement to a Deed and/or Affidavit of Title, among other documents; and

WHEREAS, it is the intention of the Borough Council of the Borough of Merchantville to authorize the proper municipal officials to execute the appropriate Deed and Affidavit of Title and any other documents necessary to complete this transaction, on behalf of the Borough of Merchantville.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Merchantville, County of Camden, State of New Jersey that, pursuant to and in furtherance of the authority granted to the municipality under the New Jersey Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-102 et seq., the sale of real property more fully described as Block 57, Lot 26, of the Borough of Merchantville Tax Map, otherwise known as 19 West Chestnut Street in the Borough of Merchantville to St. Joseph's Carpenter Society is hereby approved; and

AND BE IT FURTHER RESOLVED that Edward F. Brennan, Mayor of the Borough of Merchantville, Timothy J. Higgins, Esquire, Borough Attorney of the Borough of Merchantville and/or Denise Brouse, Borough Clerk of the Borough of Merchantville, be and hereby are authorized to execute the appropriate documents including, but not limited to, a Deed and Affidavit of Title, and all other documents necessary to implement said transaction on behalf of the Borough of Merchantville.

R17-53**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY AUTHORIZING THE SALE OF A 1987 HAHN FIRE ENGINE, VIN# 1FV3EFBC1WH943716, TO THE BURLINGTON COUNTY DEPARTMENT OF PUBLIC SAFETY SERVICES**

WHEREAS, the Borough Council of the Borough of Merchantville has determined that certain property of the Borough of Merchantville, specifically a 1987 Hahn Fire Engine, VIN# 1FV3EFBC1WH943716 with 19,104 miles, is no longer needed for public use; and

WHEREAS, the Burlington County Department of Public Safety Services, the entity responsible for the operation of the Burlington County Emergency Services Training Center has expressed interest in purchasing the 1987 Hahn Fire Engine, VIN# 1FV3EFBC1WH943716 with 19,104 miles, from the Borough of Merchantville; and

WHEREAS, the Borough of Merchantville believes the estimated market fair value of the property to be sold is One (\$1.00) Dollar plus other good and valuable consideration, and the Burlington County Department of Public Safety Services has offered the sum of One (\$1.00) Dollar plus other good and valuable consideration for the Fire Engine; and

WHEREAS, N.J.S.A. 40A:12-13(b)(1) states that a municipality may sell certain personal property, at private sale, when authorized by Resolution, in the case of a county, or by ordinance, in the case of a municipality, to any political subdivision, agency, department, commission, board or body corporate and politic of the State of New Jersey or to an interstate agency or body of which the State of New Jersey is a member or to the United States of America or any department or agency thereof; and

WHEREAS, this is a qualifying sale of the personal property of the Borough of Merchantville under N.J.S.A. 40A:12-13(b)(1); and

WHEREAS, the Borough Council of the Borough of Merchantville wishes to sell the 1987 Hahn Fire Engine, VIN# 1FV3EFBC1WH943716 with 19,104 miles for One (\$1.00) Dollar, plus other good and valuable consideration, to the Burlington County Department of Public Safety Services, by private sale, pursuant to N.J.S.A. 40A:12-13(b)(1); and

WHEREAS, Borough Council of the Borough of Merchantville believes that the sale of this personal property to the Burlington County Department of Public Safety Services is in the best interest of the Borough of Merchantville; and

WHEREAS, it is the intention of the Borough Council of the Borough of Merchantville to authorize the proper municipal officials to execute all documents necessary to effectuate the sale of the 1987 Hahn Fire Engine, VIN# 1FV3EFBC1WH943716 with 19,104 miles, to the Burlington County Department of Public Safety Services.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Merchantville that the sale of the 1987 Hahn Fire Engine, VIN# 1FV3EFBC1WH943716 with 19,104 miles, to the Burlington County Department of Public Safety Services, by private sale, pursuant to N.J.S.A. 40A:12-13(b)(1), for the sum of One (\$1.00) Dollar, plus other good and valuable consideration, be and hereby is approved; and

BE IT FURTHER RESOLVED that the Edward F. Brennan, Mayor of the Borough of Merchantville, and Denise L. Brouse, Borough Clerk of the Borough of Merchantville, be and hereby are authorized to execute all documents necessary to effectuate the sale of the 1987 Hahn Fire Engine, VIN# 1FV3EFBC1WH943716 with 19,104 miles, to the Burlington County Department of Public Safety Services.

Ordinance for introduction on first reading. These ordinances will be considered for adoption at the public hearing to be held during the March 27th council meeting.

On a motion of Mr. Kidd and second of Mr. Grasso, Council introduced the following Ordinance.

17-03**ORDINANCE OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY AMENDING CHAPTER 25, FEES, OF THE CODE OF THE BOROUGH OF MERCHANTVILLE**

BE IT ORDAINED by the Mayor and Borough Council of the Borough of Merchantville, County of Camden, and State of New Jersey that Chapter 25, Article III, Subsection 14, FEES, of the Code of the Borough of Merchantville, is amended as follows:

ARTICLE III. CHAPTER 25 SECTION 25-14 Municipal Fees.

Article III, Chapter 25, Section 25-14 related solely to professional review fees associated with the review of applications made to the Joint Land Use Board of the Borough of Merchantville shall be amended to provide for the payment of the professional review escrow fees in accordance with Exhibit A attached hereto and made a part hereof.

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

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

ARTICLE III. CHAPTER SECTION 25-14 Municipal Fees.

The following schedule of fees is hereby added to the fees so listed in Section 14 of Article III. of Chapter 25 of the Code of the Borough of Merchantville, as follows:

Alcoholic beverage licenses

Annual license: plenary retail consumption \$1,500.00

Annual license: plenary distribution \$1,500.00

Registration of defaulted Mortgage Property

\$500.00

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

17-04**ORDINANCE OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AMENDING ARTICLE III, MAINTENANCE OF VACANT PROPERTIES, IN CHAPTER 18A, CRANE OPERATION AND LICENSING, IN THE CODE OF THE BOROUGH OF MERCHANTVILLE**

BE IT ORDAINED by the Mayor and Borough Council of the Borough of Merchantville, County of Camden, and State of New Jersey, that Chapter 18A, Crane Operation and Licensing, is hereby added to the Code of the Borough of Merchantville as follows:

ARTICLE I. SECTION 18A-21 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

"Board" means: the Crane Operators License Advisory Board established pursuant to N.J.S.A. 45:26-3.

"Certification" means: certification from the National Commission for the Certification of Crane Operators or any other organization found by the Board to offer an equivalent testing and certification program meeting the requirements of the American Society of Mechanical Engineers ASME B30.5 and the accreditation requirements of the National Commission for Certifying Agencies.

"Commissioner" means: the Commissioner of Labor.

"Crane" shall be defined in accordance with N.J.S.A. 45:26-1 through 45:26-17 (Licensure of Crane Operators Act), hereafter referred to as the Crane Operator Licensure Act and the 1926 OSHA Crane and Derricks in Construction also known as OSHA Subpart CC.

"Crane operator" means: an individual engaged in the operation of a crane.

"Crane related experience" means: operating, inspecting, training and maintenance experience acceptable to the board.

"Practical examination" means: an examination demonstrating the applicant's ability to safely operate a particular category or type of crane. Practical examinations shall be conducted for the following crane categories: the lattice boom crawler cranes (LBC) lattice boom truck cranes (LBT), telescopic boom cranes (TLL, Swing Cab) & (TSS, Fixed Cab), Tower cranes and Overhead cranes.

ARTICLE II. SECTION 18A-2 General Requirements.

A. Five (5) days before any crane operator, contractor or other person or company initiates the use of a crane within the Borough of Merchantville, a permit shall be obtained. In emergent situations the Construction Code Official may waive this requirement in his or her own discretion if the operator meets the balance of the requirements of this Ordinance.

B. The permit will be maintained with the Borough of Merchantville as well as with the crane operator at all times; a copy of the permit shall be produced on the work site when requested.

C. The following documents must first be provided to the Borough of Merchantville in order to be granted a permit:

1. Copy of crane operator certificate from one of the following organizations:
 - a. National Commission for the Certification of Crane Operators (NCCCO); or
 - b. Operating Engineers Certification Program (OIECP); or
 - c. Crane Institute of America Certification;
2. New Jersey Crane License;
3. Current Medical Examiner's Card;
4. A copy of the most recent and current proof of inspection; (Crane owner);
5. Insurance required as follows:
 - a. Bodily Injury:
 - i. For any one (1) person in the amount of \$500,000.00
 - ii. For any occurrence in the amount of \$1,000,000.00
 - b. Property Damage:
 - i. For any one (1) accident in the amount of \$500,000.00
 - ii. For any aggregate of occurrences in the amount of \$2,000,000.00;
6. Proof that Crane Operator submits to a random drug testing program;
7. Proof of Completion of Signal Person Qualification or Certification course;
8. Upon receipt of a properly completed application and compliance with the requirements of this Section, the Construction Code Official shall issue or deny the requested permit within five (5) business days. If the application is denied the reasons for the denial are furnished to the application in writing.

ARTICLE III. SECTION 18A-3 Registration of cranes; crane inspection; licensure of crane operators, pursuant to N.J.S.A. 45:26-7

A. No person shall engage in the operation of a crane, offer himself for employment as a crane operator or otherwise act, attempt to act, present or represent himself as a crane operator unless licensed as such under the provisions of this act.

B. A crane operator's license shall be valid only in conjunction with a current certification and only in the specialty or specialties for which the crane operator is certified. The specialties are lattice boom crawler crane (LBC), lattice boom truck crane (LBT), telescopic boom cranes (TLL, Swing Cab) & (TSS, Fixed Cab), Tower cranes and Overhead cranes.

C. To be eligible for a license as a crane operator in the Borough of Merchantville, an applicant shall fulfill the following requirements:

1. Be at least eighteen (18) years of age;
2. Receive certification from the National Commission for the Certification of Crane Operators or any other organization found by the board to offer an equivalent testing and certification program meeting the requirements of the American Society of Mechanical Engineers ASME B30.5 and the accreditation requirements of the National Commission for Certifying Agencies;

3. Have at least 1,000 hours of crane--related experience; and
4. Maintain a current medical examiner's certification card.

D. The crane operator should reside in the Borough of Merchantville. If not, the crane operator they should reside in Camden County. The crane operator shall reside in New Jersey.

ARTICLE IV. SECTION 18A-4 Fee schedule.

The permit fee for each crane shall be Five Hundred (\$500.00) Dollars. Each permit is valid for sixty (60) days and may be extended and/or renewed provided that compliance with the requirements of this Ordinance continues to be met. Fee for an extended or renewal permit is Two Hundred, Fifty (\$250.00) Dollars for each sixty-day extension.

ARTICLE V. SECTION 18A-5 Notification of accident or safety issue- Required.

The owner of the building shall immediately notify the Borough of Merchantville of every accident causing personal injury or damage to property involving a construction crane covered by this chapter and shall afford the municipal official every facility for investigating such accident. When an accident involves the failure, breakage, damage or destruction of any part of the apparatus, it shall be unlawful to use such device until after an examination by the Borough of Merchantville is made and approval of the equipment for continued use is granted. It shall be the duty of the Borough of Merchantville to make a prompt examination into the cause of the accident and to enter a full and complete report thereof in the records of the Borough of Merchantville. Such records shall be open for public inspection during regular business hours.

ARTICLE VI. SECTION 18A-6 Safety equipment- Required.

A. All crane equipment shall be kept in safe working condition at all times by the owner and licensee.

B. If any safety or operational aid used or required to be used in connection with the operation of a crane is not working properly, the person operating such crane shall immediately shut down the crane until such time that the required safety or operational aid is repaired or replaced and the crane is restored to property working order.

C. Any and all safety requirements promulgated by the Mayor and/or Borough Council of the Borough of Merchantville must be adhered to at all times.

D. Every crane shall be thoroughly inspected by a competent designated employee or authorized agent of the owner or lessee if such mobile crane, tower crane or derrick at intervals not exceeding one month. Such inspection shall include but not be limited to all blocks, shackles, sheaves, wire rope, connectors, and various devices on the master boom, controls and breaking mechanisms.

E. A written, dated and signed record of each such inspection shall be completed by the competent designated employee or authorized agent who made the inspection. The most recent record of such inspection shall be posted inside the cab of such crane and shall be filed with the Borough of Merchantville. Attached to such record of inspection shall be a written designation naming the competent employee or authorized agent. Such attached designation shall be signed by the owner or lessee of such.

F. Every crane shall be inspected before being erected or operated for the first time on any job.

G. Adjustments and repairs to cranes shall be made only by competent designated persons.

ARTICLE VII. SECTION 18A-7 Administration; enforcement.

A. The Mayor and/or Borough Council may issue rules and regulations for the administration of the provisions of this Chapter.

B. The provisions of this Chapter shall be enforced by the Construction Code Official or any other law enforcement officer within the Borough of Merchantville.

ARTICLE VIII. SECTION 18A-8 Unsafe cranes.

A. Any crane which is or hereafter becomes unsafe or otherwise dangerous to human life or public safety, or which involves inadequate maintenance shall be deemed in unsafe condition by the Municipal Engineer. All unsafe cranes shall be taken down or removed or made safe, as the Municipal Engineer deems necessary and as provided for in this section.

B. The Municipal Engineer shall cause a report to be filed on an unsafe crane. The report shall state the nature of the unsafe condition.

C. If an unsafe condition is found, the Municipal Engineer shall serve on the owner, agent or

person in control of the crane, a written notice that describes the condition being unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition. Such notice shall require the person thus notified to declare immediately to the Municipal Engineer exceptions or rejection of the terms of the order.

D. Such order shall be deemed properly served if a copy is delivered to the owner personally, or sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested. If a certified or registered letter is returned showing that the letter has not been delivered, a copy shall be posted in a conspicuous place in or on the structure affected by such notice. Service of such notice in the foregoing manner upon the owner’s agent or upon the person responsible for the crane shall constitute service of notice upon the owner.

E. The equipment determined to be unsafe by the Municipal Engineer may be restored to a safe condition. To the extent that repairs, alterations or additions are made during restoration of such equipment, such repairs, alterations or additions shall comply with all applicable codes.

F. Any person who refuses or neglects to comply with the requirements of an order to abate an unsafe condition shall be subject to a fine in accordance with Chapter 18A-9 of this Ordinance.

ARTICLE IX. SECTION 18A-9 Violations; penalties.

A. Any person who operates a crane without meeting the requirements of this ordinance or any rule or regulation promulgated thereunder shall be subject to a fine of not less than One Thousand (\$1,000.00) Dollars and no more than Ten Thousand (\$10,000.00) Dollars for each violation. Each day of illegal operation shall constitute a separate and distinct offense.

B. Any person or company who employs an unlicensed person as a crane operator or who permits or directs an unlicensed person to operate a crane shall be subject to a fine of not less than Two Thousand (\$2,000.00) Dollars nor more than Twenty Thousand (\$20,000.00) Dollars for each violation. Each day of illegal operation shall constitute a separate and distinct offense.

ARTICLE X.

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

ARTICLE XI.

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

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

**R17-54
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	2016 BUDGET		\$ 4,993.74
	2017 BUDGET	\$ 766.26	\$ 118,971.33
	GRANTS		\$ 42,884.00
	PFRS		\$ -
	PERS		
	DEBT SERVICE		\$ -
	BOARD OF EDUCATION*		
	CAMDEN COUNTY		
WIRE TRANSFERS PAYROLL	2/17/17-3/3/17		\$ 195,021.55
WIRES / MANUAL CHECKS			\$ 33,120.20
TOTAL CURRENT		\$ 766.26	\$ 394,990.82

SEWER UTILITY			
CHECKS SEWER FUND	2016 BUDGET		
	2017 BUDGET	\$	2,000.00
	DEBT SERVICE		
WIRE TRANSFERS PAYROLL	2/17/17-3/3/17	\$	3,671.64
WIRE NJEIT LOAN			
WIRES /MANUAL CHECKS			
TOTAL SEWER		\$	- \$ 5,671.64
GENERAL CAPITAL FUND			
CHECK CAPITAL FUND		\$	37,233.12
MANUAL CHECK			
WIRE TRANSFERS PAYROLL	2/17/17-3/3/17		
TOTAL CAPITAL		\$	- \$ 37,233.12
TRUST FUND			
CHECK TRUST OTHER FUND		\$	7,325.83
WIRE TRANSFERS PAYROLL	2/17/17-3/3/17	\$	3,692.34
WIRES / MANUAL CHECKS		\$	8,945.00
TOTAL TRUST		\$	- \$ 19,963.17
SEWER CAPITAL FUND			
CHECK SEWER CAPITAL			
MANUAL CHECKS			
WIRE TRANSFERS PAYROLL	2/17/17-3/3/17		
TOTAL SEWER CAPITAL		\$	- \$ -
ANIMAL TRUST FUND			
ANIMAL TRUST CHECK		\$	744.50
TOTAL ANIMAL TRUST		\$	- \$ 744.50
TOTAL BILL LIST & MANUAL CHECKS/WIRE		\$	766.26 \$ 458,603.25
GRAND TOTAL		\$	459,369.51

ANNOUNCEMENTS**PRIVATE SESSION**

ADJOURNMENT: On the motion of Mr. Grasso and second of Mr. Kidd the meeting was adjourned at 8:20 P.M.

Denise Brouse, Borough Clerk