

Merchantville, NJ April 8, 2019

A regular meeting of Borough Council was held at 7:30 PM, Monday, April 8th, 2019. 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: Maria Nina Scarpa, Dan Sperrazza, Andrew McLoone, Edward Brennan. Attorney Higgins, CFO Denise Moules and Clerk Denise Brouse were present.

PUBLIC None

PUBLIC HEARING ORDINANCE 19-04 Exceed the Municipal Budget Appropriation, Establish CAP Bank

None

ADOPT ORDINANCE 19-04 Exceed the Municipal Budget Appropriation, Establish CAP Bank

One the motion of Mr. Perno and second of Mr. McLoone council adopted the following ordinance

ORDINANCE 19-04
CALENDAR YEAR 2019
**MODEL ORDINANCE TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Merchantville in the County of Camden finds it advisable and necessary to increase its CY 2019 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 1.0% increase in the budget for said year, amounting to \$38,754.08 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Merchantville, in the County of Camden, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2019 budget year, the final appropriations of the Borough of Merchantville shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$135,639.28, and that the CY 2019 municipal budget for the Borough of Merchantville be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be file with said Director within 5 days after such adoption.

BOROUGH OF MERCHANTVILLE

INTRODUCED: March 11, 2019

ADOPTED: April 8, 2019

ENGINEER REPORT See attached

REPORTS

Sperrazza

Preconstruction meeting for the road project took place and the project is scheduled to begin around the second week of May. Notice will be delivered to residents. The project includes, Poplar, Westminster and W Cedar. The contractor has been directed to do as much road work as possible within the allowable funding.

Mayor

The Community center project is ahead of schedule and a progress banner will be displayed on the fence to show progress. April 17th will be the next progress meeting.

Redevelopment project is progressing, there will be a meeting on April 17th and they are working on due diligence on the development side.

TAP Grant CME is designing assistance architect and the cost of project is almost complete.

Moving forward on West End redevelopment options.

Clean fill was considered for the bur mara against the community center and Westminster but the engineer does not recommend this.

Possibly consider a rain garden at the community center at some point.

This budget process has been a challenge, we lost 4.6 million of Verizon Aid, lose valuation of town 2.5 cents value per \$100.00 of assessed value, the value of the town has increased half million, lost CAMPTRA \$500,000 in aid over time. it is a Revenue issue, not a spending issue.

CORRESPONDENCE-

NJ DOT funding \$225,000-2019

MPWC invitation

Grigg Way Street Dedication 5/4/19

NEW BUSINESS

Approved by Anthony Perno and second by Dan Sperrazza:

- USE OF FACILITY – Toy & Collectible Street Fair
- USE OF FACILITY – Market off Centre Farmer’s Market
- USE OF FACILITY – Merchantville First Friday’s
- USE OF FACILITY – Use of Borough Mobile Stage
- USE OF FACILITY – High Place Church 5K Walk/Run

DISCUSSION NJ DOT Funding

RESOLUTIONS to be read by consent agenda: One the motion of Mr. Perno and second of Mr. Sperrazza, Council approved the following resolutions.

R19-38

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.

R19-39

MUNICIPAL BUDGET OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY FOR THE FISCAL YEAR 2019

BE IT RESOLVED, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2019;

Summary of General Section of Budget	Current Fund		
Municipal Purposes within “CAPS”		\$	3,938,320.44
Municipal Purposes excluded from “CAPS”		\$	683,448.56
Reserve for Uncollected Taxes		\$	312,242.98
 Total General Appropriations		 \$	 4,934,011.98

Less: Anticipated Revenues	\$	1,772,554.31
Amount to be Raised by Taxation	\$	3,161,457.67

BE IT FURTHER RESOLVED that said Budget be published by title only in The Retrospect in the issue of April 12, 2019. The Governing Body of the Borough of Merchantville does hereby approve the following as the Budget for the year 2019;

Notice is hereby given that the Budget Resolution was approved by the Borough Council of the Borough of Merchantville, County of Camden, on April 8, 2019.

A Hearing on the Budget and Tax Resolution will be held at Borough Hall on May 13, 2019 at 7:30 o'clock PM at which time and place objections to said Budget resolution for the year 2019 may be presented by taxpayers or other interested parties.

R19-40

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

WHEREAS, there exists outstanding checks on Borough accounts which have been outstanding for over 6 months; and

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

NOW, THEREFORE BE IT RESOLVED, that the following checks be cancelled and the expenditures be cancelled to the proper fund:

FUND	ACCT NO.	CHECK NO.	AMOUNT	CHECK DATE
MUNICIPAL COURT	0123000648	2874	17.00	6/5/2018
	0123000648	2880	1.00	7/10/2018
<hr/>			TOTAL	18.00

R19-41

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY TO APPROVE A BASKET 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 Scarpa 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 50/50 Raffle license numbered MPTA-19-02 to Merchantville PTA for the Basket Raffle taking place on May 4, 2019.

R19-42

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY TO APPROVE A 50/50 BASKET 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 Scarpa 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 50/50 Raffle license numbered MPTA-19-01 to Merchantville PTA for the Basket Raffle taking place on May 4, 2019.

R19-43

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, 2019.

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-five Thousand Dollars (\$45,000.00) in the calendar year 2019, 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-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 2019. 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.

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.

R19-44

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, 2019.

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 Five Hundred Dollars (\$25,500.00) in the calendar year 2019, 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:

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 2019. 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.

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.

**R19-45
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY
SELF-EXAMINATION OF BUDGET
[as required by DCA]**

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Borough of Merchantville has been declared eligible to participate in the program by the Division of Local government Services, and the Chief

Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2019 budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the Borough of Merchantville that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:

- a. Payment of interest and debt redemption charges
- b. Deferred charges and statutory expenditures
- c. Cash deficit of preceding year
- d. Reserve for uncollected taxes
- e. Other reserves and non-disbursement items
- f. Any inclusions of amounts required for school purposes.

2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).

3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.

4. That pursuant to the Local Budget Law:

- a. All estimates of revenue are reasonable, accurate and correctly stated,
 - b. Items of appropriation are properly set forth
 - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

R19-46

RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY TO ALLOW CAMDEN COUNTY IMPROVEMENT AUTHORITY TO AWARD A CONTRACT TO A CONTRACTOR FOR THE SERVICES RELATED TO THE MERCHANTVILLE COMMUNITY CENTER PROJECT, 212 SOMERSET AVENUE

WHEREAS, the Mayor and Council of the Borough of Merchantville, working with the Camden County Improvement Authority desire to hire a Contractor for services related to the project located at the Merchantville Community Center, 212 Somerset Avenue, in the Borough of Merchantville; and

WHEREAS, Dandrea Construction, CO., INC., 407 Commerce Lane, West Berlin, NJ 08091; and

WHEREAS, the total amount allowable will not exceed the following;

Total Not to Exceed \$1,301,500.00

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey, that Camden County Improvement Authority with award this contract.

Ordinance for introduction on first reading. These ordinances will be considered for adoption at the public hearing to be held during the May 13th council meeting.

ORDINANCE 19-05 Amend Chapter 25, Fees

One the motion of Mr. Perno and second of Mr. Scarpa, council introduced the following ordinance;

19-05

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
 Summer Parks and Playgrounds Program Registration
 Borough Residents \$175.00 per child
 Non Residents \$200.00 per child
 2nd child or more \$25.00 discount each child

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.

ORDINANCE 19-06 Salary

One the motion of Mr. Perno and second of Mr. Sperrazza council introduced the following ordinance;

19-06

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 2019 as of January 1, 2019.

<u>POSITION</u>	<u>SALARY</u>
Tax Clerk (Per Hour)	16.00
Accounts Payable Clerk (Per Hour)	13.20

Tax Assessor	9,840.00
Mayor	2,000.00
Member of Council	1,200.00
Borough Clerk/Registrar	65,663.00
Deputy Code Enforcement Officer (Per Hour)	18.00
Administrative Clerk (Per Hour)	14.45
Community Development Director	61,800.00
Plumbing Sub-Code Official	3,600.00
Police Secretary	42,153.00
Police Special Officer (Per Hour)	15.00
Community Affairs/Crime Prevention Officer (Per Hour)	23.70
Records Management Coordinator (Per Hour)	26.00
School Traffic Guard (Per shift through June 30)	13.00
School Traffic Guard (Per shift – Start July 1)	14.50
Drug Alliance Coordinator	1,000.00
Meter Attendant (Per Hour)	13.00
Wastewater Collection Operator	3,000.00
Paid Fireman I	66,100.00
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)	10.00
Clean Communities Coordinator	2,000.00
Deputy Registrar	1,000.00
Public Works Temporary Worker (Per Hour)	10.00 – 20.00
Magistrate	9,500.00
Municipal Court Administrator	47,357.00
Deputy Court Administrator (Per Hour)	15.45
Off-Duty Officers Outside Employment (Per Hour)	75.00
Municipal Alliance Summer Enrichment Program (per hour)	40.00
Parks and Playground Director	2,400.00
Parks and Playground Assistant Director	2,400.00
Parks and Playgrounds Counselor, First Year (Per Hour)	8.85
Parks and Playgrounds Counselor, Returning (Per Hour)	2.10 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, 2019 except where noted.

**FINANCIAL REPORTS
PAYMENT OF BILLS R19-47**

One the motion of Mr. Perno and second of Mr. Scarpa council paid the following bills;

**R19-47
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	2018 BUDGET	\$ -	\$ 1,187.73
	2019 BUDGET		\$ 82,395.31
	GRANTS		\$ 117,646.89
	PFRS		\$ 301,150.03
	PERS		\$ 45,084.41
	DEBT SERVICE		\$ 4,663.74
	BOARD OF EDUCATION*		
	MEDICAL DEDUCTIBLE		\$ 389.88
	CAMDEN COUNTY		
WIRE TRANSFERS PAYROLL	3/15/19-3/29/19		\$ 130,130.41
WIRES / MANUAL CHECKS			\$ 67,316.76
TOTAL CURRENT		\$ -	\$ 749,965.16
SEWER UTILITY			
CHECKS SEWER FUND	2019 BUDGET		\$ 616.00
	2018 BUDGET		\$ -
	DEBT SERVICE		
WIRE TRANSFERS PAYROLL	3/15/19-3/29/19		\$ 2,980.49

WIRE NJEIT LOAN				
WIRES /MANUAL CHECKS				
		TOTAL SEWER	\$	- \$ 3,596.49
GENERAL CAPITAL FUND				
CHECK CAPITAL FUND			\$	9,506.89
MANUAL CHECK				
WIRE TRANSFERS PAYROLL	3/15/19-3/29/19			
		TOTAL CAPITAL	\$	- \$ 9,506.89
TRUST FUND				
CHECK TRUST OTHER FUND			\$	3,995.00
REDEVELOPER TRUST			\$	480.00
WIRE TRANSFERS PAYROLL	3/15/19-3/29/19		\$	6,421.00
WIRES / MANUAL CHECKS				5,388.61
		TOTAL TRUST	\$	- \$ 10,896.00
SEWER CAPITAL FUND				
CHECK SEWER CAPITAL				
MANUAL CHECKS				
WIRE TRANSFERS PAYROLL				
		TOTAL SEWER CAPITAL	\$	- \$ -
ANIMAL TRUST FUND				
ANIMAL TRUST CHECK			\$	3.60
		TOTAL ANIMAL TRUST	\$	- \$ 3.60
		TOTAL BILL LIST & MANUAL CHECKS/WIRE	\$	- \$ 773,968.14
		GRAND TOTAL	\$	773,968.14

DIRECTOR OF ACCOUNTS & AUDITING

ANNOUNCEMENTS

PRIVATE SESSION

ADJOURNMENT: One the motion of Mr. Perno and second of Mr. Sperrazza the meeting was adjourned at 8:10 P.M.

**ADEQUATE NOTICE OF THIS MEETING HAS BEEN PROVIDED
OFFICIAL ACTION MAY BE TAKEN AT THIS MEETING
AGENDA IS SUBJECT TO CHANGE**

Denise Brouse, Borough Clerk