

Merchantville, NJ May 11, 2020

A regular meeting of Borough Council was held at 7:30 PM, Monday, May 11, 2020. Mayor Ted Brennan presided. Pledge of Allegiance and Silent Prayer-for those who are sick and dying from COVID 19 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: Sean Fitzgerald, Anthony Perno, Maria Nina Scarpa, Dan Sperrazza, Raymond Woods, and Edward Brennan. Attorney Timothy Higgins, CFO Denise Moules and Clerk Denise Brouse were present by Zoom.

PUBLIC: None

ENGINEER REPORT: See attached.

Mayor asked to update road list. Holly may have to roll over to 2021 because of funding limits. Scarpa – Can the Borough help remediate flood problem while doing the road project on Ivins? there.

CORRESPONDENCE: None

COUNCIL REPORTS

Mr. Fitzgerald – Contact with business association and providing updates. They will be notified of requirements as they become available. Public Events has cancelled everything in May. Working with American Legion regarding ceremony.

Mr. Perno – Abandon properties 2 properties sold on list. Budget was looking like a good year. It went from good to bad to worse \$76792 increase loss of revenue hit bottom line of about \$30,000 3.7 cent increase 6.59 increase a month per 100 access value. Thank Ms. Moules, Mr. Mayor and Mr. Sperrazza for working on budget.

Mr. Mayor – increase of value of town by \$18,000 is a good trend. Thanks to all for managing this budget expenses tight. State Aid – move forward in future years.

Ms. Scarpa – Shade Tree – tree removed on Walnut. Linden stumps removed. Public Works removed a tree. PSE&G and Public Works removed a storm tree.

Court – April \$1,511 17 cases added 17 disposed. No Court sessions in April.

Mr. Sperrazza – how will Court deal with back log. Seniors – left community giving update email at Chestnut Station. Public Works preventative maintenance have part time employ relocation of salaries. First cut of landscaping. Public Works cleaning up curb lines and pin stripping. Options regarding Glenwood Avenue. Trash – 1st rejected load for recycling notices be sent out on cans.

Mr. Woods – Land Use Meeting on Zoom tomorrow. Green Team working on certification.

Ms. Moules – 1.9 million going to School and County on bills list 5 million posted 60-65% in taxes. What percentage collecting and when it is available. Permits have been extended for 30 days.

OLD BUSINESS

- DISCUSSION – CORVID 19 Update in Merchantville. 1st death, 26 cases, 96.5 in County are recovered or recovering. Good job at flattening the curve. Governor booking at percentage of tests vs. positive tests. Rite Aid in Barrington testing 26% positive rate. Currently Governor will be sharing dates this week. Hope to have more information in a few days. Memorial Day may have dates at that time, County will be

doing health popup sites with an rv to provide education about COVID 19 it will run from 12-6 in the Verizon lot. Regarding the reopening of Parks, residents have been listening for the most part and we will see what the plan is as we move forward. Covid 19 information is coming to Merchantville through OEM.

NEW BUSINESS

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

R20-63

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.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON *May 11, 2020*

R20-65

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, 2020.

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 2020, 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 2020. 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.

R20-66

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, 2020.

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 2020, 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. 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 2020. 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.

R20-67
**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY
ADDING 2020 TAX EXEMPTIONS**

WHEREAS, the Merchantville Tax Collector has called to Council's attention additions to the 2020 Tax Duplicate and has requested Council to approve the same:

NOW, THEREFORE, be it resolved by the Mayor and Council of the Borough of Merchantville that the following addition be and are hereby approved:

ADDITION

Diane Peoples
Block 57, Lot 9

28 W. Walnut Ave

Allow Senior Citizen

R20-68
**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY
APPROVING NJ DOT MUNICIPAL AID**

RECONSTRUCTION PROJECT FOR FY2019

WHEREAS, the Borough of Merchantville has received bids for the purpose of Roads Project FY 2019 NJDOT Municipal Aid reconstruction rebid contract number MERCH 19005 of the Borough of Merchantville; and

WHEREAS, the base bid of \$231,726.35 was received from American Asphalt Company on February 25, 2020; and

WHEREAS, American Asphalt Company has approved the extension of the pricing for an additional 30 days due to the circumstances related to Covid 19 virus;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey that the base bid of \$231,726.35 for the reconstruction of Clifton and Ivins Avenues in the Borough of Merchantville is hereby awarded to American Asphalt Company, 100 Main Street, W. Collingswood, NJ 08059, conditional upon the following:

1. That a certificate has been received from the Certified Municipal Finance Officer stating that funds are available for this Contract.
2. That the bid documents and bidding procedures have been reviewed and approved by the Municipal Solicitor.
3. That the presiding officer of this body be and is hereby directed to sign for and on its behalf the Contract for said services.
4. That the clerk of this body be and is hereby directed to seal said Contract with the corporate seal of this body and attest to the same.
5. This Resolution hereby authorizes the Mayor and Clerk to endorse the Contract document.

Approved by the Borough of Merchantville on May 11, 2020

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

**R20-64
MUNICIPAL BUDGET OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF
CAMDEN, STATE OF NEW JERSEY FOR THE FISCAL YEAR 2020**

BE IT RESOLVED, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2020;

Summary of General Section of Budget	<u>Current Fund</u>	
Municipal Purposes within "CAPS"	\$	4,110,759.99
Municipal Purposes excluded from "CAPS"	\$	562,639.63
Reserve for Uncollected Taxes	\$	337,405.32
 Total General Appropriations	 \$	 5,010,804.94
 Less: Anticipated Revenues	 \$	 1,742,235.30
 Amount to be Raised by Taxation	 \$	 3,268,569.62

BE IT FURTHER RESOLVED that said Budget be published by title only in The Retrospect in the issue of May 15, 2020. The Governing Body of the Borough of Merchantville does hereby approve the following as the Budget for the year 2020;

Notice is hereby given that the Budget Resolution was approved by the Borough Council of the Borough of Merchantville, County of Camden, on May 11, 2020.

A Hearing on the Budget and Tax Resolution will be held in a ZOOM meeting sign on as follows

<https://us02web.zoom.us/j/85790870506?pwd=RWpzeDhzQVNoRlNlMmN2FBNm5JK01Zdz09>

Meeting ID: 857 9087 0506 Password: 826722

on June 8, 2020 at 7:30 o'clock PM at which time and place objections to said Budget resolution for the year 2020 may be presented by taxpayers or other interested parties.

ORDINANCE for introduction on first reading. This ordinance will be considered for adoption at the public hearing to be held during the June 8th council meeting.

On the motion of Mr. Fitzgerald and second of Mr. Woods, council introduced the following Ordinance:

20-05

ORDINANCE OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AMENDING CHAPTER 25, FEES, 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 25, Fees for Public Records, in the Code of the Borough of Merchantville, is hereby amended as follows:

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

License for temporary locale	
Dumpster/Container Permit (10 Day)	\$ 25.00
10 day Renewal (up to three times)	\$ 15.00

ARTICLE II. ARTICLE III. SECTION 25-14 Vacant and Defaulted Mortgage Properties; Fees.

The following semi-annual (every six months) registration Fees for vacant and/or defaulted mortgage properties shall be as follows:

1. Date of initial registration to six (6) months	\$ 500.00
2. Seven (7) months to Twelve (12) months	\$ 500.00
3. Thirteen (13) months to Eighteen (18) months	\$1,000.00
4. Nineteen (19) months to Twenty-four (24) months	\$1,000.00
5. Twenty-five (25) months to Thirty (30) months	\$1,500.00
6. Thirty-one (31) months to Thirty-six (36) months	\$1,500.00

- 7. All subsequent six (6) month periods thereafter \$2,000.00

ARTICLE III.

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

ARTICLE IV.

This Ordinance shall take effect on July 1, 2020, upon its passage and publication according to law.

On the motion of Mr. Perno and second of Mr. Sperrazza, council introduced the following Ordinance:

20-06

ORDINANCE OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AMENDING CHAPTER 60B, PROPERTY MAINTENANCE, 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 60B, Property Maintenance, in the Code of the Borough of Merchantville, is amended as follows:

ARTICLE I. ARTICLE II. SECTION 60B-13 Trash dumpsters and roll-off containers.

A. Public Property.

1. No trash dumpster, roll-off container, or similar container for trash and/or debris of any type may be placed or maintained by any private party in or on any Borough property, street, or right of way except in compliance with the provisions of this Article.

2. Any container to be placed on a street or right of way shall be placed on the street and in a legal parking space as approved or designated by the Borough with an approved material under the container to prevent sinking or damaging the street surface and shall be equipped with appropriate reflectors or other safety markings so that the container will not constitute a hazard to traffic. The specific number, location, and nature of the markings shall be determined by the Borough Police in the exercise of their discretion and shall be noted on the permit as a condition of its issuance.

3. Any permit issued for placement of a container on a street, right of way or other public property shall be valid for a period of ten (10) days and sticker or notice shall be prominently displayed on the street side of the container indicating the commencement and expiration date of the permit.

B. Private Property

1. No trash dumpster, roll-off container, or similar container for trash and/or debris of any type may be placed or maintained on any private property within the Borough except in compliance with the provisions of this Article in a manner and location as set forth on a duly approved site plan.

2. Any container placed on private property shall be placed on a driveway or other suitable base to assure stability and to prevent leakage into the soil. If in the opinion of the Borough Police, the location is sufficiently near to a public vehicular or pedestrian path, the permit may require suitable safety markings as set forth in subsection A, above.

3. Any permit issued for placement of a container on private property shall be valid for a period of ten (10) days and sticker or notice shall be prominently displayed on the street side of the

container indicating the commencement and expiration date of the permit.

ARTICLE II. ARTICLE II. SECTION 60B-14 Permits required.

A. Prior to the placement of any bulk storage container, dumpster, roll-off container, or similar container in or on any Borough property, street, or right of way, or on any private property (not covered by a duly approved site plan) the owner or user of such container shall apply for and receive a permit from the Borough pursuant to the provisions and standards set forth in this Article.

B. Application for the permit shall be made to the office of the Borough Clerk or such other office as the Borough Council may from time to time designate on a form provided by the Borough. The application shall require, among other things, the full name, address, and other contact information for both the owner of the container and the owner of the property with which the use of the container is associated. The application shall require a permit fee set forth in Chapter 25, Fees, in the Borough Code.

C. Upon a showing of continued need for the container (such as during the course of major construction projects), permits may be renewed three periods of ten (10) days, for a maximum period of forty (40) days upon application for renewal and payment of an additional fee as set forth in Chapter 25, Fees in the Borough Code.

ARTICLE III. ARTICLE II. SECTION 60B-15 Responsibility.

The owner of the container and the owner of the property associated with its use shall be jointly responsible for compliance with the provisions of this Article and shall be responsible for repairing any damage to public property resulting therefrom. Copies of the penalty provisions of this Article shall be appended to the permit and shall be mailed with a copy of the permit to the owner of the container, the property owner, and any other interested party.

ARTICLE IV. ARTICLE III. SECTION 60B-17 Definitions.

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

BOROUGH – the Borough of Merchantville.

EVIDENCE OF VACANCY - Any condition that on its own, or combined with other conditions present, presents the indicia that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash, junk or debris; abandoned vehicles, auto parts or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers, mail and/or mail being returned, or statement by neighbors, passersby, delivery agents or government agents; or the presence of boards over doors, windows or other openings in violation of applicable codes.

MORTGAGEE - The creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the real property, excluding governmental entities.

OPERATOR - Any person, persons or entity who is not the owner, who has charge, care and control of a premises or part thereof, with or without the knowledge, consent or authority of the owner. Operator shall also include a creditor, as defined in P.L. 2014, c. 5, that has served a notice of intention to foreclose on a mortgage on a residential or commercial property pursuant to P.L. 1960B, c. 244, and that property has become vacant after the filing of this intention to foreclose.

OWNER - Shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity subject to the provisions of C. 46:10B-51 (P.L. 2008, c. 127, Sec. 17 as amended by P.L. 2009, c. 296), or any other entity determined by the Borough of Merchantville to have authority to act with respect to the property.

REAL PROPERTY - Any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Borough limits.

SEMI-ANNUAL REGISTRATION - Six months from the date of the first action that requires registration, as determined by the Borough, or its designee, and every subsequent six months. The date of the initial registration may be different than the date of the first action that required registration.

UTILITIES – Any utility that is essential for a building to be habitable. This includes, but is not limited to electric, gas, water, and/or sewer.

VACANT PROPERTY - Any building intended for occupancy used or to be used as a residence which that is not legally occupied, which may be evidenced by the conditions set forth in the definition of “Evidence of Vacancy,” and/or at which substantially all lawful construction operations or residential occupancy has ceased, and which is in such condition that it cannot legally be reoccupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-80; provided, however, that any property where all building systems are in working order, where the building and grounds are maintained in good order, or where the building is in habitable condition, and where the building is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this Article.

VACANT - Any parcel of land in the Borough that contains any building or structure that is not lawfully occupied, or inhabited by human beings which may be as evidenced by the conditions set forth in the definition of "Evidence of Vacancy" above, which is without lawful tenant, or lawful occupant or without a certificate of occupancy.

ARTICLE V. ARTICLE III. SECTION 60B-18 Registration requirements.

The owner and/or operator of any vacant property, as defined herein, shall, within thirty (30) calendar days after the building becomes vacant property or within thirty (30) calendar days after assuming ownership of the vacant property, whichever is later, or within ten (10) calendar days of receipt of notice by the Borough, file a registration statement for such vacant property with the Property Maintenance Inspector on forms provided by the Borough for such purposes. Failure to receive notice by the Borough shall not constitute grounds for failure to register the property.

A. Each property having a separate block and lot number as designated in official records of the Borough shall be registered separately. The registration statement shall include the name, street address, telephone number and e-mail address (if applicable) of a person twenty-one (21) years or older, designated by the owner and/or operator or owner and/ or operators as the authorized agent for receiving notices of Property Maintenance Code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owners and/or operators in connection with the enforcement of any applicable code, and the name, street address, telephone number and e-mail address (if applicable) of the firm and the actual name(s) of the firm's individual principal(s) responsible for maintaining the property. The individual or representative of the firm responsible for maintaining the property shall be available by telephone or in person on a twenty- four-hour-per-day, seven-day-per-week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the State of New Jersey or reside within the State of New Jersey.

B. The semi-annual registration shall remain valid for six months from the date of registration. The owner shall be required to renew the registration every six months as long as the building remains vacant and shall pay a registration or renewal fee in the amount prescribed for each property.

C. The registration shall remain valid for one year from the date of registration. The owner and/or operator shall be required to renew the registration annually as long as the building remains a vacant property and shall pay a registration or semiannual renewal fee in the amount prescribed in Section 60B-21 of this Article, for each vacant property registered.

D. The owner and/or operator shall notify the Borough Clerk within thirty (30) calendar days of any

change in the registration information by filing an amended registration statement on a form provided by the Borough Clerk for such purpose.

- 1 The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the Borough against the owners and/or operators of the building.

ARTICLE VI. ARTICLE III. SECTION 60B-21 Fee schedule.

- A. A nonrefundable semiannual registration fee that has been established in Chapter 25 of the Borough Code shall accompany each registration pursuant to this Article.
- B. All registration fees must be paid directly from the mortgagee, trustee, servicer or owner to the Borough or its designated vendor, at the discretion of the Borough. Third-party registration fees are not allowed without the consent of the Borough and/or its authorized designee.
- C. Properties subject to this Article shall remain under the semiannual registration requirement, and the inspection, security and maintenance standards of this Article as long as they are registrable.
- D. Said fees collected shall be used to offset the costs of: (1) registration and registration enforcement; (2) code enforcement and mitigation related to vacant properties; and (3) for any related purposes permitted by law.

ARTICLE VII.

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

ARTICLE VIII.

This Ordinance shall take effect on July 1, 2020, upon its passage and publication according to law.

ANNOUNCEMENTS May have an additional meeting

PRIVATE SESSION

ADJOURNMENT: On the motion of Mr. Sperrazza and second of Ms. Scarpa the meeting was adjourned at 8:33 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