BOROUGH OF HADDON HEIGHTS

Tuesday, February 5, 2013, 7:00 p.m.

Governing Body Meeting Agenda

1. Caucus session call to order

2. "In accordance with Section 5 of the Open Public Meetings Act, Chapter 231, P.L. 1975, notice of this meeting was posted on the bulletin board designed for that purpose and notice was mailed to the official newspaper provided by Resolution adopted January 5, 2013."

3. Roll Call

4. CAUCUS SESSION:

   Discussions:

   a. HHYA Agreement – Solicitor Olizi
   b. Restoration Services for Borough Facilities – BELFOR – Mayor Forte
   c. Community Garden Management and Community Garden Water Source – Councilman Berryhill

5. Recess of Caucus Session and commencement of Business Session

6. Pledge of Allegiance and moment of silence

7. Presentation of Certificate of Recognition to Alexander J. Duncan, Eagle Scout by Mayor Forte

8. Presentation of Honorable Service Medals to Sergeant Robert Long and Patrolman Thomas Schneider by Mayor Forte

9. Public Comment on Caucus items and agenda items only

10. Adoption of minutes from the January 15th Council Meeting

11. Mayor and Council Member's Reports:

12. OLD BUSINESS:

    Public Hearing and final adoption of Ordinance 2013:1390

    Ordinance 2013:1390 – 2013 General Capital Ordinance

13. NEW BUSINESS:

    Introduction of Ordinance 2013:1391. Public hearing and final adoption to be held at 7:30 p.m. on February 19th at the Municipal Building.

    Ordinance 2013:1391 – An Ordinance to Authorize Exceeding the 2013 Municipal Budget Appropriations Limit and to Establish a Cap Bank

    Resolution 2013:41 – Resolution Authorizing the Mayor to Sign an Agreement Providing for the Borough Financing of Certain Improvements to be made to Borough Playing Fields and for Repayment by Haddon Heights Youth Athletics, Inc.

    Resolution 2013:42 – Resolution Authorizing the Mayor to Execute a Service Agreement with BELFOR USA GROUP, INC. for Restoration Services for the Borough of Haddon Heights

    Resolution 2013:43 – Resolution Authorizing the Mayor to Execute an Agreement with Camden County Municipal Utilities Authority for the Direct Connection to the CCMUA Regional Interceptor System between the CCMUA and the Borough of Haddon Heights

    Resolution 2013:44 – Resolution Approving Payment of Bills & Claims for 1st Half of February

    Resolution 2013:45 – Resolution Authorizing Transfers of Appropriations and Appropriation Reserves

    Resolution 2013:46 – Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, NJSA 10:4-12

14. Comments from the Public

13. Adjournment

BOROUGH OF HADDON HEIGHTS
Tuesday, January 15, 2013
Governing Body Meeting Minutes

Mayor Edward S. Forte, Jr., called the Caucus session opened at 7:00 p.m.

He then stated, "In accordance with Section 5 of the Open Public Meetings Act, Chapter 231, P.L. 1975, notice of this meeting was posted on the bulletin board designed for that purpose and notice was mailed to the official newspaper provided by Resolution adopted January 5, 2013."

Under Roll Call the following council members were present: Council President, Kathy Lange and Councilwoman Susan Griffith, Councilmen Rick DiRenzo, Stephen Berryhill and Jack Merryfield. Borough Solicitor, Albert J. Olizi, Jr., Interim Borough Clerk, Joan Moreland and Deputy Borough Clerk, Kelly Santosusso were also present. Councilwoman Rose Fitzgerald was absent.

CAUCUS SESSION:

Mayor Forte asked if council members had any questions or comments regarding the business agenda. Several questions were asked and answered by either Mayor Forte or Solicitor Olizi.

Discussions:

a. Energy Audit – Hutchinson Heating and Cooling – Edward Hutchinson addressed Council regarding a grant program that may make Borough facilities more energy efficient. Grant money is available that can pay up to 70 percent off on energy costs. Hutchinson would conduct an assessment along with Superintendent, Tom Cella. Mr. Hutchinson explained that buildings would need to be 150 KW to be eligible. Once assessment is completed, suggestions would be provided to Council for consideration. Hutchinson would be responsible for completing the entire application and any work that Council approves. The Borough would be under no obligation to have any work completed.

Roundtable

Recess of Caucus Session was called at 7:15 p.m.

Mayor Forte opened the Business portion of the meeting at 7:30 p.m. with a Pledge of Allegiance and moment of silence.

He then called for Public Comment on Caucus items and agenda items only. Seeing none, a motion was made by Councilman DiRenzo, seconded by Councilwoman Griffith to close the public portion of the meeting. All members present were in favor.

Motion to adopt the minutes of December 18, 2012 was made by Councilman DiRenzo and seconded by Councilwoman Griffith. All members present voted in favor with the exception of Councilman Merryfield.

Motion to adopt the minutes of January 5th Reorganization meeting minutes was made by Councilman DiRenzo, seconded by Councilwoman Griffith. Councilman DiRenzo made a correction on page one removing ~~*'Freeholder Norcross'*~~ and replacing with *Senator John Norcross*. Motion to adopt the January 5, 2013 minutes as amended was made by Councilman DiRenzo, seconded by Councilwoman Griffith. All members present were in favor.

Mayor Forte then called for reports from Council and Engineer Steve Bach. The following reports were presented:

Councilman Berryhill reported that the next Drug Commission meeting is January 21st at 7 p.m. at Borough Hall. Sustainable Haddon Heights and the Green Initiative Committee are sponsoring a Sustainable Community Visioning Session on Saturday, March 9th at Borough Hall. Lunch will be served. The goal is to capture the shared vision and views of our citizens of all ages about what should be considered in the

future over the next 10 to 20 years in town. Invitees will include faith based groups, civic groups, high school, senior citizens and the governing body and all interested citizens. They will be requesting a count of attendees as a light lunch will be served.

Councilman Berryhill was invited by both Green Initiatives and Sustainable HH to a program on January 30th in Stratford where the County will be speaking on upcoming sustainable projects within the County. Advice will be offered on how municipalities may proceed with becoming certified. Councilman Berryhill requested another member of Council attend with him on Wednesday, January 30th from 6:30 to 9:30 p.m. Councilman Berryhill reported that the next Streetscape Committee meeting will be held on Thursday, January 31st at the Village Cheese Shop. He said the banners will be in shortly. He also reported on the Haddon Heights Business and Professional Association (HHBPA) which will be doing away with the 4th Friday events due to low attendance. They will be moving toward seasonal events and are considering an Art Show Festival in the spring where local artists, grade school and high school students will be invited to participate. This event is in the initial planning stages. The Farmers market will start up again in May. The HHBPA is also working with the Parent Teacher Group on the Halloween Parade. A winter market is being considered as well. HHBPA is also planning 'Cruise Night' not to be confused with the fall festival corvette show. The next Business and Professional Meeting will be February 13th at 6:00 p.m. at the Village Cheese Shop. HHBPA will be hosting a Bowling Night fundraiser on Saturday, February 23rd. Tickets will be available at the Library, Village Cheese Shop and Wise Jewelers and are $30 a piece. This event funds many of the events the HHBPA sponsor throughout the year and is a lot of fun for all.

The Mayor asked about the Community Calendar being out late this year. Councilman Berryhill reported that the Community Calendar preparation procedure is being evaluated in an effort to get the Calendar delivered in a timely manner for next year.

Councilman DiRenzo reported on the Construction Department's report for the month of December - 18 new permits issued, one (1) addition, 18 alterations and construction is valued $146,542 for the month. Permit fees totaled $5,030 and three (3) demolitions were completed.

Councilman Merryfield reported that our Police Department responded to 786 calls for service, 13 adults and two (2) juveniles arrested this month. 32 accidents and 444 motor vehicle violations were issued. The Radar signs at Stanfill Towers and at the Devon Avenue sports complex will be installed shortly. Two new vehicles will be arriving shortly, a four wheel drive Chevy Tahoe and a Chevrolet Caprice police car.

The Mayor asked Chief Kinkler to report on the recent tire slashings. The Chief stated that the investigation is ongoing and he is keeping the Police Department's face book page up to date.

Councilwoman Griffith reported that DPW is back on schedule now that the holidays are over. She said that holiday decorations were taken down the first week in January. She reported that a Neighbor's Night Out Committee meeting will be held tomorrow evening and that new members are expected to attend. Councilwoman Griffith said that the 'Murder Mystery of the Mayor' plans are moving forward. Councilwoman Griffith also reported that the Committee is also planning the June Neighbor's Night Out under the tent event. She said that she is looking forward to attending the Streetscape Committee meeting and feels the two Committees will work well together for future fundraisers for our community.

Council President Lange reported that an article on the Devon Complex will appear in the February Heights Report explaining the work that is being done. She said that applications for use of Borough fields are now being accepted and reviewed. Council President Lange reported that the Easter Egg Hunt date has not yet been set. She said that one (1) registration for the Summer Recreation Program has been received thus far. The February edition of the Heights Report will include the complete registration information for Summer Rec., employment opportunities for the Program as well as all spring Programs. She reported that she and the Mayor attended the recent Board of Education meeting where the Mayor presented Certificates of Achievement to the Marching Unit and to the boys' and girls' soccer team members. Council President Lange thanked Borough Hall staff for the preparation of all the Certificates. She also reported that Superintendent Mike McAdams presented security school policies and procedures at the meeting. The Mayor expressed his appreciation to Chief Kinkler and the Police Department stating that they did a wonderful job of communicating necessary information.

Borough Engineer Steve Bach gave a report on upcoming projects. A full report is attached to these minutes.

OLD BUSINESS:

Public hearing and final adoption of Ordinance 2013:1389.

Ordinance 2013:1389 – An Ordinance Amending Chapter 100 of the Code of the Borough of Haddon Heights Entitled Vehicles and Traffic, Section 100-11 Entitled time Limit Parking.

Seeing no one come forward, a motion was made to close the public hearing was made by Councilman DiRenzo, seconded by Councilman Merryfield. All members present were in favor.

A motion to adopt Ordinance 2013:1389 was made by Councilman DiRenzo, seconded by Councilwoman Griffith. All members present were in favor.

NEW BUSINESS:

Resolution 2013:31 – Resolution Approving Temporary Capital Budget.

Motion to adopt Resolution 2013:31 was made by Councilwoman Griffith, seconded by Councilman Merryfield. Under roll call, all members present voted in favor.

Introduction of Ordinance 2013:1390. Public hearing and final adoption to be held on February 5th at 7:30 p.m. in the Municipal building.

Motion to introduce Ordinance 2013:1390 was made by Council President Lange, seconded by Councilman DiRenzo. Under roll call, all members present were in favor.

Resolution 2013:32 – Resolution Requiring That Instructors of Minors Be Required to Have a Nationwide Background Check at the Expense of the Borough of Haddon Heights.

Motion to adopt Resolution 2013:32 was made by Councilman Merryfield, seconded by Councilwoman Griffith. Under a roll call vote, all members present voted in favor with the exception of Council President Lange who abstained due to her status as an independent contractor providing accounts receivable services for the firm mentioned in the above resolution.

Resolution 2013:33 – Resolution Entitled, "A Shared Services Agreement By and Between the Borough of Haddon Heights, the Borough of Barrington and the Barrington Ambulance Association Relative to the Providing of Emergency Medical Services to the Borough of Haddon Heights."

Motion to adopt Resolution 2013:33 was made by Councilman Merryfield, seconded by Council President Lange. Under a roll call vote, all members present voted in favor.

Resolution 2013:34 - Resolution Approving Payment of Bills & Claims for 2nd Half of January

Motion to adopt Resolution 2013:34 was made by Councilman DiRenzo, seconded by Council President Lange. Under roll call vote, all members present voted in favor.

Resolution 2013:35 – Resolution Approving Use of State Contracts

Motion to adopt Resolution 2013:35 was made by Councilwoman Griffith, seconded by Councilman Merryfield. Under roll call, all members present voted in favor.

Resolution 2013:36 – Resolution Approving Refund of Tax Overpayment

Motion to adopt Resolution 2013:36 was made by Councilman DiRenzo, seconded by Councilwoman Griffith. Under roll call, all members present voted in favor.

Resolution 2013:37 - Resolution Authorizing Cancellation of Tax Balances of $10 and Under

Motion to adopt Resolution 2013:37 was made by Councilwoman Griffith, seconded by Councilman DiRenzo. Under roll call, all members present voted in favor.

Resolution 2013:38 – Resolution Approving Transfers of Appropriation Reserves

Motion to adopt Resolution 2013:38 was made by Council President Lange, seconded by Councilwoman Griffith. Under roll call, all members present voted in favor.

Resolution 2013:39 – Resolution Authorizing Planning/Zoning Escrow Refunds

Motion to adopt Resolution 2013:39 was made by Council President Lange, seconded by Councilwoman Griffith. Under discussion, two names were removed due to incompletion of paperwork. Motion died.

Motion to amend Resolution 2013:39 removing the two names was made by Councilwoman Griffith, seconded by Councilman Merryfield. Under roll call vote, all members present voted in favor.

Resolution 2013:40 – Resolution Providing for a Closed Session

Motion to adopt Resolution 2013:40 was made by Councilwoman Griffith, seconded by Councilwomen Fitzgerald. Under a roll call vote, all members present voted in favor.

Comments from the Public:

With no further business to come before Council, Mayor Forte opened the meeting to the public for comment. Seeing none, a motion was made by Councilwoman Griffith and seconded by Councilman Merryfield. All members present voted in favor.

Adjournment:

Motion to adjourn the meeting was made by Councilwoman Griffith, seconded by Councilman Merryfield. All council members present were in favor.

Respectfully submitted,

_____ 8:40 p.m.
Kelly Santosusso, Deputy Borough Clerk

ORDINANCE NO. 2013:1390

AN ORDINANCE OF THE BOROUGH OF HADDON HEIGHTS, IN THE COUNTY OF CAMDEN, NEW JERSEY, PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS AND RELATED EXPENSES IN AND FOR THE BOROUGH, APPROPRIATING $250,000 THEREFOR, AND AUTHORIZING THE ISSUANCE OF $237,500 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE BOROUGH TO FINANCE THE SAME.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HADDON HEIGHTS, IN THE COUNTY OF CAMDEN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Borough of Haddon Heights, in the County of Camden, New Jersey (the "Borough") as general improvements. For the several improvements or purposes described in Section 3 hereof, there is hereby appropriated the respective sums amounting in the aggregate to $250,000, including the aggregate sum of $12,500 as the several down payments for the improvements and purposes required by the Local Bond Law. The down payment has been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the several down payments or otherwise provided for hereunder, negotiable bonds or notes are hereby authorized to be issued in the principal amount of $237,500, pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the bonds or notes are to be issued are as follows:

I. Purpose. Improvements to Borough's recreation facilities and playing fields, including grading, drainage, and irrigation improvements and the installation of lighting and the restructuring, realignment and resurfacing of two playing fields at the Barr field complex, inclusive of engineering costs, in accordance with

preliminary plans and specifications as on file in the office of the Borough Clerk, and including all work and related materials necessary thereof or incidental thereto.

Appropriated and Estimated Cost:	$130,000.00
Estimated Maximum Amount of Bonds or Notes:	$123,500.00
Period or Average Period of Usefulness:	15 years
Amount of Down Payment:	$6,500.00

II. Purpose. Investigation and repairs to the Borough's water and sewer systems, including all work and related materials necessary therefor and incidental thereto.

Appropriated and Estimated Cost:	$55,000.00
Estimated Maximum Amount of Bonds or Notes:	$52,250.00
Period or Average Period of Usefulness:	40 years
Amount of Down Payment:	$2,750.00

III. Purpose. Design and construction of pedestrian and bicycle lanes and paths on Borough roads and property, as set forth in a list on file in the office of the Borough Clerk, and including all work and related materials necessary therefor and incidental thereto.

Appropriated and Estimated Cost:	$30,000.00
Estimated Maximum Amount of Bonds or Notes:	$28,500.00
Period or Average Period of Usefulness:	15 years
Amount of Down Payment:	$1,500.00

IV. Purpose. Engineering and design related to improvements and repairs to Borough roadways, including all work and related materials necessary therefor and incidental thereto.

Appropriated and Estimated Cost:	$18,000.00
Estimated Maximum Amount of Bonds or Notes:	$17,100.00
Period or Average Period of Usefulness:	15 years
Amount of Down Payment:	$900.00

V. Purpose. Improvements and repairs to Borough buildings, as set forth in a list on file in the office of the Borough Clerk, and including all work and related materials necessary therefor and incidental thereto.

Appropriated and Estimated Cost:	$17,000.00
Estimated Maximum Amount of Bonds or Notes:	$16,150.00
Period or Average Period of Usefulness:	10 years
Amount of Down Payment:	$850.00

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes is as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes authorized herein is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8(a). The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The several improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are improvements or purposes the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law, computed on the basis of respective amounts or obligations for the several purposes and the respective reasonable life thereof within the limitations of the Local Bond Law, is 20.16 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $237,500, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding $145,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes.

(e) The Borough reasonably expects to commence the acquisition of the several improvements or purposes described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Borough further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 1 hereof.

Section 7. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the Borough is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this

bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. The Borough Council hereby covenants on behalf of the Borough to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

Section 10. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduction: January 15, 2013

Public Hearing: February 5, 2013

Final Adoption: _____

_____
Mayor Edward S. Forte, Jr.

Attest_____
Joan D. Moreland, Interim Borough Clerk

ORDINANCE 2013:1391

AN ORDINANCE TO AUTHORIZE EXCEEDING THE 2013 MUNICIPAL BUDGET APPROPRIATIONS LIMIT AND TO ESTABLISH A CAP BANK

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.0% 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% increase rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Governing Body of the Borough of Haddon Heights finds it advisable and necessary to increase its CY 2013 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 Governing Body hereby determines that an additional 1.5% increase in the budget for said year, amounting to $89,892.45 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Governing Body 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 appropriations in either of the next two succeeding years;

NOW, THEREFORE BE IT ORDAINED by the Council of the Borough of Haddon Heights, a majority of the full authorized membership affirmatively concurring, that, in the CY 2013 budget year, the final appropriations of the Borough of Haddon Heights may be increased, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, by up to 3.5%, amounting to $209,749.04, and that the CY 2013 municipal budget for the Borough of Haddon Heights 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 appropriations 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 New Jersey Division of Local Government Services within five days of introduction; and,

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

Introduction Date: February 5, 2012

Adoption Date: _____

_____
Mayor Edward S. Forte, Jr.

ATTEST: _____
Joan D. Moreland, Interim Borough Clerk

RESOLUTION 2013:41

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT PROVIDING FOR THE BOROUGH FINANCING OF CERTAIN IMPROVEMENTS TO BE MADE TO BOROUGH PLAYING FIELDS AND FOR REPAYMENT BY HADDON HEIGHTS YOUTH ATHLETICS, INC.

WHEREAS, the Governing Body has reviewed and has approved the attached agreement with Haddon Heights Youth Athletics, Inc.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Edward S. Forte, Jr. is hereby authorized to sign the agreement providing for the Borough Financing of Certain Improvements to be made to Borough playing fields and for repayment by Haddon Heights Youth Athletics, Inc.

Date: February 5, 2013

_____

Mayor Edward S. Forte, Jr.

Attest: _____

Joan D. Moreland, RMC/MMC
Interim Borough Clerk

Executable Copy

AGREEMENT PROVIDING FOR BOROUGH FINANCING OF CERTAIN IMPROVEMENTS TO BE MADE TO BOROUGH PLAYING FIELDS AND FOR REPAYMENT BY HADDON HEIGHTS YOUTH ATHLETICS, INC.

This Agreement is entered into by and between the Borough of Haddon Heights ("Borough") and the Haddon Heights Youth Athletics, Inc. ("HHYA").

WITNESSETH

WHEREAS, the HHYA is a non-profit, community based organization that operates, inter alia a youth baseball league for the benefit of the children of the Borough; and

WHEREAS, the HHYA seeks to finance various improvements (as detailed herein) for two (2) playing fields at The Barr Field Complex which property is owned by the Borough; and

WHEREAS, the Borough is agreeable to secure the necessary funds and to make said funds available to facilitate the improvements to the aforementioned fields under the terms and conditions set forth herein; and

WHEREAS, as an inducement for the Borough's securing the necessary funds for the improvements contemplated herein, which will benefit the Borough as well as the HHYA and the participants in HHYA programs, the HHYA agrees that it will pay the Borough any sums used for said improvements as noted hereafter; and

WHEREAS, the HHYA agrees to undertake payment as aforesaid as an obligation to the Borough.

NOW THEREFORE, in consideration of the promises and the respective representations and warranties set forth in this Agreement, and of the covenants and agreements, contained herein, and intending to be legally bound, HHYA and the Borough hereby agree as follows:

1. **Availability of Funds**. The Borough shall make available an amount not to exceed One Hundred and Thirty Thousand Dollars ($130,000.00) for the purposes set forth herein.

2. **Use of Funds (Purpose)**. The funds made available by the Borough shall be used only for improvements to facilities and playing fields at The Barr Field Complex, specifically, but not exclusively, for the installation of lighting, restructuring, realignment and resurfacing of two (2) baseball fields along with the required upgrades/improvements to the grading, drainage and irrigation (collectively referred to herein as the "Project") and all associated engineering costs for the Project. Until disbursed by the Borough, the available fund shall be retained by the Borough in an account solely designated for the improvements contemplated herein.

3. **Repayment of Funds**. Beginning on _____ and continuing thereafter on the three (3) month anniversary HHYA shall pay to the Borough the sum of Three Thousand Three Hundred Dollars ($3,300.00). Said sum shall be paid for forty (40) consecutive quarters or until HHYA

has repaid the provided funds plus interest and costs charged to the Borough through the general improvement bonds or notes, as certified by the Borough's Chief Financial Officer.

a. Notwithstanding the aforementioned provision, HHYA shall have the absolute right to pay in full its obligation to the Borough at any time without penalty.

4. **Disbursement of Funds**. No funds shall be disbursed by the Borough for the Project, except upon receipt and approval of an invoice or other documentary evidence of services rendered or materials provided as part of the Project. The Borough shall have sole and absolute discretion to approve or reject any invoices presented for payment.

5. **Representations and Warranties of HHYA**. HHYA hereby makes the following representations and warranties, each of which is true and correct on the date hereof and each of which shall survive the execution of the Agreement and the transaction contemplated herein.

a. HHYA is a non-profit corporation duly organized, validly existing and in good standing under the Laws of the State of New Jersey and is duly qualified as a non-profit organization pursuant to federal, state and local laws which enable such activities. HHYA has the corporate power and authority to enter into this Agreement and to consummate the transaction contemplated herein.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated herein shall conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under the Articles of Incorporation or by-laws or any agreements or other instruments to which HHYA is a party.

c. The financial statements of HHYA submitted to the Borough are true, complete and correct and present fairly the financial position of HHYA at the respective dates indicated.

d. HHYA has filed or caused to be filed with the appropriate federal, state or local agencies, all tax returns and tax reports required by law to be filed and such reports and filings are true, complete and correct.

e. HHYA shall use its best efforts to maintain its financial affairs and continue to conduct fund raising efforts to secure sufficient funds to discharge its obligation under this Agreement.

f. HHYA acknowledges that all improvements to The Barr Field Complex contemplated hereunder shall become the sole property of the Borough and that HHYA shall not have any legal or equitable interest in said improvements.

6. **Representations of the Borough**. The Borough hereby represents that it has or will have the required funding available for the HHYA Project contemplated herein through the issuance of a general improvement bond or note.

7. **General Provisions**.

a. Assignment. This Agreement may not be assigned by either party. Any such attempt by either party to assign its rights and obligations hereunder shall render the Agreement null and void, except for the obligation of the HHYA to repay the advanced funds to the Borough for the Project.

b. Notices. Any notices required or permitted to be given under this Agreement shall be given in writing and personally delivered or mailed by US mail as follows:

To Borough: Clerk of Haddon Heights
625 Station Avenue
Haddon Heights, NJ 08035

CC: Solicitor of Haddon Heights
625 Station Avenue
Haddon Heights, NJ 08035

HHYA: President of Haddon Heights Youth Athletics, Inc.
PO Box 1
Haddon Heights, NJ 08035

c. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

d. Entire Agreement. This instrument contains the entire agreement of the parties relating to the subject matter hereof, and may not be waived, changed, modified, extended or discharged orally but only by an agreement in writing, signed by the parties against whom enforcement of any such waiver, change, modification, extension or discharge is sought. The waiver by any party of a breach of any provision of this Agreement by any other will not operate or be construed as a waiver of any subsequent breach by such other party.

e. Headings. The headings of the sections are for convenience of reference only and shall not control or effect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2013.

Signed, Sealed :
and Delivered in :
the presence of :

Borough of Haddon Heights

BY: _____
Ed Forte
Mayor (SEAL)

_____
Municipal Clerk

Attested to:

Haddon Height Youth Athletics, Inc.

_____
Gordon Speakman, Secretary

_____
James Bruno, President

RESOLUTION 2013:42

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH BELFOR USA GROUP, INC. FOR RESTORATION SERVICES FOR THE BOROUGH OF HADDON HEIGHTS

WHEREAS, the Governing Body has reviewed and has approved the attached Service Agreement with BELFOR USA GROUP, INC.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Edward S. Forte, Jr. is hereby authorized to sign the Agreement providing for the Restoration Services with BELFOR USA GROUP, INC. for the Borough of Haddon Heights.

Date: February 5, 2013

_____

Mayor Edward S. Forte, Jr.

Attest: _____

Joan D. Moreland, RMC/MMC
Interim Borough Clerk

RED ALERT® Service Agreement – Basic Plan

This RED ALERT® AGREEMENT by and between BELFOR USA GROUP, INC. ('BELFOR"), a Colorado Corporation, with Corporate Headquarters located at 185 Oakland Avenue, Suite 300, Birmingham, MI 48009 and Haddon Heights Borough, whose address is 625 Station Avenue, Haddon Heights, NJ 08035 ("Client") is entered into upon the following terms and conditions.

1. The purpose of this Agreement is to establish the basis upon which BELFOR will provide to Client any RED ALERT® emergency services, restoration services or reconstruction services.
2. Upon execution of: (1) this RED ALERT® Service Agreement and (2) a RED ALERT® Work Authorization, Client is deemed an Emergency Client and authorizes BELFOR to respond to a loss for the Client in accordance with the terms of this Service Agreement.
3. Client intends to waive all standard procurement procedures in order to accommodate the emergency nature of the Services and to mitigate any further loss.

BELFOR Contact:

Name: Linda Stokely

Phone Number: 877-334-8094

Address: 41 Twosome Dr. Suite 7, Moorestown, NJ 08057

Email: Linda.Stokley@us.belfor.com

Client Contact:

Name: Edward S. Forte Jr. (Mayor)

Phone Number: 609-605-8086

Address: 625 Station Avenue, Haddon Heights, NJ 08035

Email: efortemayor@haddonhts.com

The parties hereto understand and agree to the terms and conditions of this Agreement, acknowledge the receipt and sufficiency of mutual consideration contained herein, and Client declares that they are authorized to bind their company into this Agreement, and only a BELFOR Officer is authorized to sign.

BELFOR USA GROUP, INC.	CLIENT
Signature by an Officer of Belfor USA	Signature
Robert Martens Name	Name
Legal Director Title	Title
January 15, 2013 Date	Date

1. Service Plan Term
This Agreement is binding upon full signing hereof (the "Effective Date"), and shall continue for a period of exactly three (3) years from such date. Either party may terminate this Agreement by providing six (6) months' notice prior to the end of the first three-year term. If this Agreement is not terminated during the first three-year term, the Agreement will continue in full force and effect for consecutive terms of three (3) years each. Any termination request must be made in writing to the other party.

2. Definitions
Basic Plan: Should any loss occur, insured or otherwise, BELFOR shall provide Basic Level RED ALERT® Clients with emergency services prior to any other potential or existing BELFOR client that is not classified as a Premium Plus Level RED ALERT® Client. BELFOR reserves the right to prioritize response to Clients within the same class at its sole discretion. After receiving an initial response from BELFOR, or if Client declines, or fails, to notify BELFOR that such Client requires an immediate response for a property BELFOR reserves the right to initiate a response to other Clients.

3. BELFOR Obligations
BELFOR shall use best efforts to respond as immediately as possible from the time they are contacted by Client.

4. Client Obligations
Upon the occurrence of a loss, immediately notify BELFOR of any Property, in need of a response by using the 24-Hour Hotline. Shortly after contacting BELFOR, Client shall expeditiously set up its accounting system, and discuss with its insurer the requisite information, in order to facilitate payment to BELFOR for services under this Agreement.

5. Payments & Invoicing
All charges on invoices presented by BELFOR are based upon the "BELFOR Rate and Material Schedule" (attached as Exhibit "A") or by other Agreements signed between BELFOR and the Client, and will be paid no later than 30 days from the receipt of invoice by the Client unless Client disputes any amount charged in writing and the dispute is grounded in good faith and Client's reasonable judgment. In the event of any such dispute, Client shall pay the undisputed portion in accordance with the foregoing and the parties shall seek to resolve the disputed amount as soon as reasonably practicable. Notwithstanding the foregoing, BELFOR's payment will not be affected by disputes between the Client and its insurer or dependent upon the insurer's payment or approval of BELFOR's invoices or charges. The Client assigns to BELFOR its right, title and interest in any and all insurance proceeds to the extent required to cover payment for work performed. Notwithstanding the foregoing, the Client is ultimately liable for any charges for work performed under this Agreement. BELFOR reserves the right to allow prices changes upon thirty (30) days' notice to the Client.
Interest on any unpaid balance shall be charged at the rate of 1.0% per month. If payment is not timely made, on submitted invoices, BELFOR reserves the right to cease any work, whether present or future, until BELFOR is fully paid, including interest, for services performed.

6. Indemnification
To the extent permitted by law, BELFOR will reimburse, indemnify, defend, and hold harmless the Client, and its present, former, and future shareholders, employees, officers, and directors from and against loss, damage, expense (including reasonable attorney fees and expenses), and penalty, for any claim or action by or on behalf of any person (collectively, "Loss") resulting from: (i) any defects in performing the work under the RED ALERT® Work Authorization by BELFOR or its employees or agents; (ii) all claims of BELFOR employees, agents and subcontractors, whether for injury, death, compensation, social security, pension, or unemployment compensation, (iii) all injury, damages and Loss resulting from BELFOR's negligence, in whole or in part, or willful act. In no event shall either party be liable for consequential, reliance or special damages, including lost profits, lost revenues or lost business opportunities. BELFOR shall have no liability for, and shall be held harmless from and against, all claims, damages, liabilities, and costs arising out of or relating to the presence, discovery, or failure to discover, remove, address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos unless contracted to do so on a BELFOR remediation contract. Notwithstanding the foregoing, BELFOR is not liable to the extent any injury, damage, or Loss, is proximately caused or alleged to be proximately caused, in whole or in part, by the negligence or willful act(s) or omissions of the Client, its employees, subcontractors or its agents. The Client shall reimburse, indemnify, defend, and hold harmless BELFOR, its subsidiaries and affiliates and present, former, and future shareholders, employees, officers, members and directors from and against all injury, damages and Loss resulting from or alleged to result from the Client's negligence, in whole or in part, or willful act.

7. Insurance
BELFOR shall, during the performance of this Agreement, maintain the appropriate and customary insurance coverages with insurers in good standing and authorized to do business under the laws of the State(s) where performance occurs.

8. Assignment
Neither the Client nor BELFOR may assign or otherwise transfer its rights, obligations, and/or duties under this Agreement without the prior written consent of the other unless those assignments are to subsidiaries, affiliates or other owned company. Any prohibited assignment is void. Nothing contained in this Article shall be deemed or construed to prevent BELFOR from subcontracting out all or a portion of the services provided hereunder, provided, however, that in such event, BELFOR will remain ultimately responsible for the delivery of the services set forth herein and in any Work Authorization.

9. Warranty
BELFOR warrants to Client that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that all labor, installation, materials and equipment used or incorporated into the Work will be of good quality, installed in a good and workmanlike manner, and free from defects; and the Work will conform with the requirements of this Agreement and all applicable codes. The foregoing Warranty shall commence on the date of the project's completion and continue for a period of one (1) year. If required by Client, BELFOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. BELFOR's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. All warranties are contingent upon full and final payment to BELFOR.

10. Regulatory Compliance, Permits & Safety
BELFOR and its employees, agents, and subcontractors will comply with all federal, state and local laws, rules and regulations applicable to this Agreement or to the performance of services rendered hereunder. BELFOR will secure and pay for any and all permits and licenses required in the performance of the services. BELFOR will abide by all local, OSHA and federal safety laws. BELFOR shall take all necessary precautions for the safety of its employees and all other persons who may be affected by their work.

11. Force Majeure
BELFOR cannot be held liable for not meeting its obligations under this Agreement or Work Authorization due to circumstances that prevent BELFOR from performing under this Agreement. Those circumstances include but are not limited to: acts of war, local quarantine or evacuation order, acts of God, continuing severe weather, order by court or governmental authority or other circumstances beyond BELFOR's control. Under such circumstances, BELFOR will promptly notify you as a RED ALERT® Client on a priority basis when such conditions make it impossible or impractical to respond.

12. Attorney's Fees
The prevailing party to any legal action or extra-judicial proceeding relating to this Agreement shall be entitled to recovery of its reasonable attorney's fees, costs, expert fees and other reasonable expenses incurred. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated and shall not be determined solely based upon the party receiving a net monetary recovery.

13. Survival
The provisions of this Agreement, which by their nature survive termination of this Agreement or final completion thereof, including, without limitation, all warranties, indemnities and payment obligations shall remain in full force and effect after final completion or any termination of this Agreement.

14. Entire Agreement
This Agreement, its Exhibits, and the RED ALERT® Work Authorization are the final, full and complete agreement between the Client and BELFOR with respect to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties are superseded. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

15. Governing Law
This Agreement will be interpreted and enforced under the law where the Work was performed without regard to laws of any other jurisdiction.

Initials ____ ____

RED ALERT® Work Authorization

The following RED ALERT® client authorizes BELFOR to proceed:

Haddon Heights Borough _____
RED ALERT® Client Name

represents that they are authorized signors for the hereinafter specified property (and/or its contents) and hereby authorize and direct BELFOR USA Group Inc. ("BELFOR") to provide all labor, equipment and materials required to properly repair the specified real property, structure or contents commonly known as (the loss location):

_____
Address City State Zip

BELFOR agrees to perform work as specified under the RED ALERT® Service Agreement executed between the companies. If a Familiarization Survey (under the Premium Plus Plan) has been completed, it will also be part of this agreement and BELFOR will be authorized to proceed with its implementation. BELFOR is authorized to proceed with the following work (or work described as attached):

_____

_____

_____

_____

The undersigned parties agree to this Work Authorization and BELFOR will proceed accordingly,

_____ _____
BELFOR Manager RED ALERT® Client

_____ _____ _____ ____/____/____
Insurance Company RED ALERT® Plan RED ALERT® No. Date of Authorization

General Conditions

In the event that Client and BELFOR do not enter into a contract as described above, BELFOR shall invoice Client for all work performed hereunder plus any associated costs, all in accordance with the terms of the RED ALERT® Service Agreement payable in 30 days. Client agrees to pay BELFOR's invoice. This Agreement is not binding upon BELFOR unless the Client is in current good standing with BELFOR and the terms of the RED ALERT® Service Agreement. If for any reason the amount due under this Work Authorization is not paid when due, BELFOR shall be entitled to its expenses and attorneys' fees incurred in the enforcement of this agreement with interest on the unpaid balance at the rate of 1.0% per month or the rate prescribed by law. BELFOR is not liable for any Public Adjuster fee. In the event of a conflict, the terms of the RED ALERT® Service Agreement will govern.

Initials ____ ____

ADDENDUM TO TERMS AND CONDITIONS REGARDING PAYMENTS AND INVOICING

Belfor USA Group, Inc. understands that the client is a governmental entity within the State of New Jersey and is subject to statutes, ordinances and procedures which are not common to non-governmental entities. Notwithstanding anything to the contrary noted in any other portion of this agreement or its general terms and conditions, Belfor agrees that it will submit bills and invoices in accordance with the procedures adopted by the Clerk including submission of payment vouchers or purchase orders and that Belfor will not seek payment nor expect payment unless in conformity therewith subject to governmental action approving payment of any bill. It is further understood by Belfor that payments from the client may be made without interest or penalty beyond thirty (30) days of submittal of an invoice conforming to client's procedures.

The parties hereto do hereby acknowledge and agree to the foregoing terms and conditions as they amend the terms and conditions of the contract.

BELFOR USA GROUP, INC.	CLIENT
Signature by an Officer of Belfor USA	Signature
Robert Martens	Edward S. Cooke Jr.
Name	Name
Legal Director	Mayor
Title	Title
1/15/2013	1-11-13
Date	Date

RESOLUTION 2013:43

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY (CCMUA) FOR THE DIRECT CONNECTION TO THE CCMUA REGIONAL INTERCEPTOR SYSTEM BETWEEN THE CCUMUA AND THE BOROUGH OF HADDON HEIGHTS

WHEREAS, the Governing Body has reviewed and has approved the attached Intermunicipal Agreement with the Camden County Municipal Utilities Authority.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Edward S. Forte, Jr. is hereby authorized to sign the Intermunicipal Agreement Providing for the Direct Connection to the CCMUA Regional Interceptor System between the CCMUA and the Borough of Haddon Heights.

Date: February 5, 2013

_____

Mayor Edward S. Forte, Jr.

Attest: _____

Joan D. Moreland, RMC/MMC
Interim Borough Clerk

INTERMUNICIPAL AGREEMENT PROVIDING FOR THE DIRECT CONNECTION TO THE CCMUA REGIONAL INTERCEPTOR SYSTEM BETWEEN THE CAMDEN COUNTY MUNICPAL UTILITIES AUTHORITY AND THE BOROUGH OF HADDON HEIGHTS

WHEREAS, the Camden County Municipal Utilities Authority (hereinafter referred to as the "CCMUA") has constructed and operates a regional sewerage interceptor system; and

WHEREAS, the Borough of Haddon Heights (hereinafter referred to as "the Borough") has constructed and operates a local sewerage collection system to service Haddon Heights Borough; and

WHEREAS, the CCMUA and the Borough have previously entered into a Service Agreement which provides, in part, for the CCMUA at its own cost and expense, to provide a connection to the regional sewerage system, at the point or points designated by the CCMUA, to the Borough's Collection System, which connection point has been completed by the CCMUA; and

WHEREAS, the Service Agreement provides, in part, that the CCMUA may at the request of a participant permit additional connections to the regional sewage system by the participant with all costs and expenses of such additional connections to be paid by the participant, and

WHEREAS, the Borough has requested additional gravity sewer connections to the CCMUA's Cooper River Interceptor; and

WHEREAS, the CCMUA has determined that the Borough connection will not detrimental to the regional sewerage system operation nor will it result in additional costs to the other participants of the regional sewerage system, provided that the Borough strictly adheres to the conditions of the agreement that follows; and

WHEREAS, the parties have duly adopted resolutions authorizing the execution of this agreement.

NOW, THEREFORE, the CCMUA and the Borough agree as follows:

1. The CCMUA will allow the Borough to make a direct connection to the regional sewerage system. The direct connections must be accomplished in accordance with plans and specifications to be prepared for the Borough, that must be approved by CCMUA, in advance, with the CCMUA's specific instructions

concerning the nature of the connection. These include, but are not limited to the following:

a. The connection will be an "outside drop connection" to ensure that the Borough flow adds to the CCMUA flow in a laminar channel.

b. The connection will be made to the side of the ladder so that flow will not impede and/or endanger CCMUA workmen. If this cannot be done, then the Borough shall relocate the ladder or replace it in kind.

c. The connection point or points through the CCMUA manhole shall be sealed with non-shrinking grout.

d. Finally, the Borough agrees that final acceptance of the connection must be made by CCMUA in writing and that the Borough must effect all requested repairs to restore the manhole to its pre-construction condition

2. The Borough, at its own cost and expense, shall construct the Borough connection in accordance with the plans and specifications listed in Item 1 above.

3. The Borough shall notify the CCMUA's Chief Engineer in writing no less than five (5) days prior to the date the permanent connection/repairs to the CCMUA's interceptor is scheduled to be made. CCMUA shall have the right to stop construction after verbal or written notice to the Borough upon the determination by CCMUA staff and/or consultants that the construction will cause damage to the CCMUA regional sewerage system.

4. The Borough shall provide CCMUA with the as-builts for the direct connection within thirty days of completion of the permanent connection.

5. If deemed necessary at the CCMUA's reasonable discretion, the Borough shall construct, at its own cost and expense, vents to its local municipal sewer lines and manholes to contribute to the proper ventilation of gases and to the abatement of odors from the system.

6. CCMUA is authorized by Statute and the Service Agreement to promulgate rules and regulations for the proper and effective operations of the regional sewer system. If necessary, the CCMUA shall have the right to require the Borough, at its own cost and expense, to construct a pretreatment facility or any other required improvement to assure that the Borough flow meets the requirements of the CCMUA Sewer Use Ordinance. For example, pretreatment of sewerage may be required after the date of this agreement to prevent corrosion or other damage to the CCMUA interceptor systems, and for the control of odors.

7. The Borough acknowledges that this connection to the CCMUA interceptor could be subject to potential surcharging and flooding in the event of operating problems at the CCMUA pump station or interceptor. The Borough hereby agrees to indemnify and hold CCMUA harmless for any and all liability, loss damage, suits and all other claims arising from or based on such surcharging or flooding. CCMUA agrees to notify the Borough immediately upon its becoming aware of conditions or circumstances that could cause surcharging and/or flooding of the connection.

8. The Borough agrees to hold the CCMUA, its officers, agents and employees harmless and to indemnify them for any and all claims including but not limited to property damage, personal injury, penalty charges, legal expenses and/or fines resulting from the construction, operation and maintenance of this connection. Such damage shall include, but are not limited to, damages to the Borough system, the CCMUA system or damages to third parties.

9. The Borough shall retain ownership of this connection, including all piping, manholes and other associated facilities.

10. The Borough acknowledges the authority of the CCMUA to prohibit discharge of corrosive substances to the CCMUA's regional sewer system, as established and described in Article 3.1(L) of Appendix B of the Service Agreement.

11. A metering manhole shall be constructed by the Borough at its expense, subject to CCMUA review and approval at the Borough connection point.

12. The Borough shall carefully record the flow introduced at the Borough connection point and provide CCMUA with copies of flow records on a quarterly basis. This information should include average daily flow and peak flows. CCMUA shall have the ability but not the obligation to gain access to the metering manhole to check the flow records itself.

13. The Borough shall obtain and provide CCMUA with certified calibration reports of the flow meter at least twice a year or more often, depending on manufacturer's recommendations.

14. The Borough shall undertake and complete an infiltration/inflow removal project to remove I/I from the Borough's sewer collection system within three years of the date of connection.

15. The Borough shall send CCMUA written reports on a quarterly basis detailing the progress made on the I/I reduction program. The Borough shall send a final report at the

conclusion of the program documenting the amount of I/I removed from the Borough's collection systems.

16. Both Parties agree that the terms of this agreement cannot be amended without mutual written consent by both parties in the form of a formal amendment adopted by both CCMUA Board of Commissioners and the Borough of Haddon Heights.

IN WITNESS WHEREOF, the undersigned duly authorized officials of the CCMUA and the Borough of Haddon Heights have hereunto set their hands and seals in the 22rd day of January 2013.

ATTEST:

Ann Michelini

CAMDEN COUNTY MUA

Doreen A. Dixon

Doreen A. Dixon, Chairwoman

BOROUGH OF HADDON HEIGHTS

RESOLUTION 2013:44

RESOLUTION APPROVING PAYMENT OF BILLS & CLAIMS

FOR FIRST HALF OF FEBRUARY

TRUST ACCOUNT	$ 2,045.03
PAYROLL ACCOUNT (ACH Police Traffic)	2,396.85
PAYROLL ACCOUNT (1/25/13)	98,032.90
CAPITAL ACCOUNT	1,683.00
CURRENT ACCOUNT	2,737,480.39
Total Bills and Claims for 1st Half of February	**$2,841,638.17**
	==========

Date: February 5, 2013

_____
Mayor Edward S. Forte, Jr.

Attest: _____
Joan D. Moreland, Interim Borough Clerk

Expenditures for Council Meetings

Date	2/5/2013	2013 Accounts
Vendor	Amount	Reason
Trust		
Various Included in Report	2,045.03	All Accounts Marked T-13
Payroll 1/25/2013	2,396.85	ACH Police Traffic
Total Trust	4,441.88	
Capital		
Bach Associates PC	1,683.00	201:1382(3) Road Improvements/ Prof Services Road Program 4th Q 2012
Total Capital	1,683.00	
Animal		
	0.00	
Total Animal	0.00	
Po's Paid Current Account	2,737,480.39	
Payroll 1/25/2013	98,032.90	
Total Current	2,835,513.29	
Total Spending 2/5/2013	2,841,638.17	

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes
Include Non-Budgeted: Y
First Enc Date Range: First to 12/31/13
Open: N Paid: N Void: N
Rcvd: N Held: N Aprv: Y
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
911TS 911 TECHNICAL SERVICES					
13-00067 01/09/13					
1 MOTOROLA HT1250 PACKAGE	450.00	3-01-25-240-233	B MINOR EQUIPMENT / SUPPLIES	A	01/09/13
Vendor Total:	450.00				
AIRGT AIR & GAS TECHNOLOGIES, INC					
12-01746 11/26/12					
1 REPAIR LEAK IN COMPRESSOR SYS	475.00	2-01-25-265-254	B MAINT/REPAIR BLDGS	A	11/26/12
Vendor Total:	475.00				
AIRHA AIRHANDLERS MECHANICAL SERVICE					
12-01906 12/20/12					
1 MUNI BLDG BOILER MAINT	1,059.90	2-01-26-310-254	B BUILDINGS & GROUNDS MAINT/REPAIR	A	12/20/12
Vendor Total:	1,059.90				
AJB A & J BAR					
13-00126 01/18/13					
1 TRASH BAGS	117.40	3-01-26-310-238	B PURCH MAT & SUPPLIES	A	01/18/13
Vendor Total:	117.40				
AMERA AMERICAN ASPHALT CO INC					
12-01929 12/31/12					
1 EZ STREET COLD ASPHALT	193.05	2-01-26-290-258	B STREET MAINT/REPAIR	A	12/31/12
Vendor Total:	193.05				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
ANJEC ASSOCIATION OF NEW JERSEY					
13-00129 01/18/13					
1 2013 MEMBERSHIP DUES	350.00	3-01-26-290-401	B Environmental Commission Expenses	A	01/18/13
Vendor Total:	350.00				
ARTP ART PRESS					
13-00080 01/10/13					
1 BUSINESS CARDS FOR T COLAVECCH	58.00	3-01-20-100-311	B OFFICE SUPPLIES	A	01/10/13
13-00110 01/14/13					
1 SPRING BROCHURES 2013	380.00	3-01-20-100-411	B Marketing Events & Communic.	A	01/14/13
13-00139 01/22/13					
1 TAX OFFICE ENVELOPES	68.00	3-01-20-145-238	B Operation Mat'l & Supplies	A	01/22/13
Vendor Total:	506.00				
AUDUH AUDUBON HARDWARE					
13-00054 01/07/13					
1 DECEMBER PURCHASES FOR HHFD	280.65	2-01-25-265-233	B PURCHASE MINOR EQUIPMENT	A	01/07/13
13-00193 01/31/13					
1 LIGHT BULBS	5.99	2-01-25-265-233	B PURCHASE MINOR EQUIPMENT	A	01/31/13
2 GAL SPRAY 9 & LIGHT BULBS	46.94	2-01-25-265-233	B PURCHASE MINOR EQUIPMENT	A	01/31/13
3 OUTSIDE FLOOD LIGHTS	25.97	2-01-25-265-233	B PURCHASE MINOR EQUIPMENT	A	01/31/13
	78.90				
Vendor Total:	359.55				
AUDUP AUDUBON PLUMBING SUPPLY					
13-00133 01/22/13					
1 JETTER TRUCK PIPE REPLACEMENT	18.96	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/22/13
Vendor Total:	18.96				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
BACHA BACH ASSOC PC					
13-00195 01/31/13					
1 INFLOW & INFLTRATION PROG REQ	2,936.25	2-01-20-165-205	B PROFESSIONAL ENGINEERING SERVICES	A	01/31/13
2 INFLOW & INFLTRATION PROG REQ	1,460.00	2-01-20-165-205	B PROFESSIONAL ENGINEERING SERVICES	A	01/31/13
3 PROF SERVICES ROAD PROG 4TH Q	1,683.00	C-04-55-807-403	B 2012:1382(3) ROAD IMPROVEMENTS	A	01/31/13
	6,079.25				
Vendor Total:	6,079.25				
BERGI BERGEY'S INC					
13-00125 01/17/13					
1 BREAK VALVES & BREAK PEDEL	297.38	T-13-56-860-807	B Reserve Recycling Funds	A	01/17/13
Vendor Total:	297.38				
BERLG BERLIN GLASS & MIRROR CO					
12-01869 12/14/12					
1 GRASS REPAIR BUS STOP WHP	299.00	2-01-26-310-254	B BUILDINGS & GROUNDS MAINT/REPAIR	A	12/14/12
12-01870 12/14/12					
1 WEATHER STIPPING MUNI BLDG	532.00	2-01-26-310-254	B BUILDINGS & GROUNDS MAINT/REPAIR	A	12/14/12
Vendor Total:	831.00				
BERTA BERT'S AUTO BODY					
12-01661 11/06/12					
1 REPAIR REBUILD FRONT SEAT 18-1	419.20	2-01-26-315-205	B POLICE-VEHICLE MAINTENANCE	A	11/06/12
12-01662 11/06/12					
1 REBUILD FRONT SEAT CAR #18-2	419.20	2-01-26-315-205	B POLICE-VEHICLE MAINTENANCE	A	11/06/12
Vendor Total:	838.40				
BESTU BEST UNIFORMS					
12-01707 11/14/12					
1 WORK UNIFORMS & BOOTS BARRY	425.00	2-01-26-290-235	B PURCHASE UNIFORMS	A	11/14/12
Vendor Total:	425.00				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
BLUE1 HORIZON BLUE CROSS & SHIELD					
13-00148 01/24/13					
1 DENTAL NON POLICE FEB 2013	1,747.22	3-01-23-220-245	B BLUE CROSS DENTAL	A	01/24/13
Vendor Total:	1,747.22				
BLUE2 HORIZON BLUE CROSS BLUE SHIELD					
13-00177 01/29/13					
1 DENTAL POLICE FEB 2013	2,712.04	3-01-23-220-245	B BLUE CROSS DENTAL	A	01/29/13
Vendor Total:	2,712.04				
BOLLI BOLLINGER, INC RX ADMIN					
13-00106 01/14/13					
1 PRESCRIPTION DRUG FEB 2013	14,577.68	3-01-23-220-246	B PRESCRITIONS - BOLLINGER	A	01/14/13
Vendor Total:	14,577.68				
CARTD CARTRIDGE DEPOT					
13-00095 01/14/13					
1 BROTHER TN 115 BLACK CARTDRIDG	63.99	3-01-20-100-311	B OFFICE SUPPLIES	A	01/14/13
13-00147 01/23/13					
1 HP 920XL, BLACK OEM	58.98	3-01-20-100-311	B OFFICE SUPPLIES	A	01/23/13
Vendor Total:	122.97				
CCDET CAMDEN CO DETECTIVES ASSOC					
13-00070 01/09/13					
1 MEMBERSHIP DUES 2013	75.00	3-01-25-240-221	B DETECTIVE EXPENSE	A	01/09/13
Vendor Total:	75.00				
CCMUA REGIONAL SEWER SERVICE					
13-00108 01/14/13					
1 FOOT OF GREEN STREET 1ST Q 13	83.25	3-01-26-310-287	B CCMUA	A	01/14/13
2 MUNI BLDG 1ST Q 2013	83.25	3-01-26-310-287	B CCMUA	A	01/14/13
3 HHFD 1ST Q 2013	83.25	3-01-26-310-287	B CCMUA	A	01/14/13

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
CCMUA REGIONAL SEWER SERVICE	Continued				
13-00108 01/14/13		Continued			
4 514 W ATLANTIC AVE 1ST Q 2013	83.25	3-01-26-310-287	B CCMUA	A	01/14/13
5 321 SEVENTH AVE 1ST Q 2013	83.25	3-01-26-310-287	B CCMUA	A	01/14/13
6 W ATL AVE & HIGH ST 1ST Q 2013	83.25	3-01-26-310-287	B CCMUA	A	01/14/13
	499.50				
Vendor Total:	499.50				
CCTR CAMDEN COUNTY TREASURER					
13-00134 01/22/13					
1 COUNTY TAXES 1ST Q 2013	1,427,719.78	3-01-55-001-002	B County Taxes Payable	A	01/22/13
2 OPEN SPACE TAXES 1ST Q 2013	40,030.49	3-01-55-001-004	B County Open Space Tax Payable	A	01/22/13
	1,467,750.27				
Vendor Total:	1,467,750.27				
CHFD CHERRY HILL FIRE DEPARTMENT					
12-01696 11/13/12					
1 USE OF BURN BLDG TRAINING	300.00	2-01-25-265-231	B SCHOOLS/TRAINING	A	11/13/12
Vendor Total:	300.00				
COMC COMCAST					
13-00086 01/10/13					
1 HI SPEED INTERNET HHFD JAN 13	107.25	3-01-31-440-216	B REGULAR TELEPHONES	A	01/10/13
13-00088 01/10/13					
1 HI SPEED INTERNET SOF JAN 13	126.90	3-01-31-440-216	B REGULAR TELEPHONES	A	01/10/13
13-00116 01/15/13					
1 HI SPD INTER MUNI BLDG JAN 13	127.26	3-01-31-440-216	B REGULAR TELEPHONES	A	01/15/13
Vendor Total:	361.41				
DIAMS WELLS FARGO BUSINESS CREDIT					
13-00003 01/04/13					
1 TEMPORARY WORKERS W/E 12/21/12	2,777.26	2-01-26-290-280	B TEMPORARY WORKERS	A	12/31/12

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
DIAMS WELLS FARGO BUSINESS CREDIT	Continued				
13-00003 01/04/13		Continued			
2 TEMPORARY WORKERS W/E 12/28/12	630.00	2-01-26-290-280	B TEMPORARY WORKERS	A	12/31/12
	3,407.26				
Vendor Total:	3,407.26				
DISPS DISPLAY SALES					
12-01764 11/28/12					
1 U.S. FLAG SET FOR AUDITORIUM	225.75	2-01-26-290-233	B PURCH MINOR EQUIP	A	11/28/12
Vendor Total:	225.75				
DITIA ALLY DITILLO					
13-00187 01/30/13					
1 ZUMBA INSTRUCTOR 1ST HALF WINT	640.00	3-01-28-370-265	B CONTRACTED STAFF	A	01/30/13
Vendor Total:	640.00				
ENGIH ENGINEERED HYDRAULICS INC					
13-00127 01/18/13					
1 HYDRAULICS HOSE JETTER TRUCK	102.32	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/18/13
13-00165 01/28/13					
1 COUPLING EXTENSIONS FOR JETTER	62.32	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/28/13
Vendor Total:	164.64				
EPI EPI					
12-01432 10/02/12					
1 ANNUAL PUMP CERT TEST E211	250.00	2-01-25-265-279	B Mandatory Inspect/Certif	A	10/02/12
2 ANNUAL PUMP CERT TEST E213	250.00	2-01-25-265-279	B Mandatory Inspect/Certif	A	10/02/12
3 ANNUAL PUMP CERT TEST SQ 2-1	250.00	2-01-25-265-279	B Mandatory Inspect/Certif	A	10/02/12
	750.00				
12-01455 10/03/12					
1 ANNUAL CHASSIS PUMP GEN MAINT	1,020.22	2-01-25-265-279	B Mandatory Inspect/Certif	A	10/03/12

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
EPI EPI	Continued				
12-01456 10/03/12					
1 ANNUAL CHASSIS PUMP GEN MAINT	995.10	2-01-25-265-279	B Mandatory Inspect/Certif	A	10/03/12
12-01457 10/03/12					
1 ANNUAL CHASSIS PUMP GEN MAINT	1,753.34	2-01-25-265-279	B Mandatory Inspect/Certif	A	10/03/12
12-01458 10/03/12					
1 ANNUAL CHASSIS GEN MAINT U-216	564.77	2-01-25-265-279	B Mandatory Inspect/Certif	A	10/03/12
13-00025 01/07/13					
1 REPLACE SIREN FOOT SWITCH E213	242.86	2-01-26-315-207	B FIRE DEPT-VEHICLE MAINTENANCE	A	01/07/13
Vendor Total:	5,326.29				
EVERG EVERGREEN PRINTING CO.					
13-00138 01/22/13					
1 PRINT & DEL HEIGHTS REPT 2/13	1,747.65	T-13-56-850-801	B Due To/From Current Fund	A	01/22/13
Vendor Total:	1,747.65				
FLEMP FLEMING TERMITE & PEST					
13-00168 01/28/13					
1 PEST CONTROL MUNI BLDG JAN 13	24.00	3-01-26-310-235	B PEST CONTROL	A	01/28/13
2 PEST CONTROL SOF JAN 13	24.00	3-01-26-310-235	B PEST CONTROL	A	01/28/13
3 PEST CONTROL HH CABIN JAN 13	25.00	3-01-26-310-235	B PEST CONTROL	A	01/28/13
4 PEST CONTROL COMM CTR JAN 13	30.00	3-01-26-310-235	B PEST CONTROL	A	01/28/13
	103.00				
Vendor Total:	103.00				
FREPS FREMONT PROFESSIONAL SERVICES					
13-00087 01/10/13					
1 STRIPPED AND REFINISHED FLOORS	280.00	3-01-26-310-254	B BUILDINGS & GROUNDS MAINT/REPAIR	A	01/10/13

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
FREPS FREMONT PROFESSIONAL SERVICES	Continued				
13-00087 01/10/13		Continued			
2 CLEANED & BUFFED FLOORS	150.00	3-01-26-310-254	B BUILDINGS & GROUNDS MAINT/REPAIR	A	01/10/13
	430.00				
Vendor Total:	430.00				
GENCS GENERAL CHEMICAL AND SUPPLY					
13-00097 01/14/13					
1 NON ACID DISINFECTANT CLEANER	3.19	3-01-26-290-238	B PURCH MAT & SUPPLIES	A	01/14/13
2 WHITE ROLL TOWELS	42.39	3-01-26-290-238	B PURCH MAT & SUPPLIES	A	01/14/13
3 JUMBO T TISSUE	28.52	3-01-26-290-238	B PURCH MAT & SUPPLIES	A	01/14/13
4 NATURAL LINER	21.07	3-01-26-290-238	B PURCH MAT & SUPPLIES	A	01/14/13
5 BULK LINER	31.07	3-01-26-290-238	B PURCH MAT & SUPPLIES	A	01/14/13
6 WOOL DUSTER	8.64	3-01-26-290-238	B PURCH MAT & SUPPLIES	A	01/14/13
	134.88				
Vendor Total:	134.88				
GLOBC GLOBAL CONNECT					
13-00085 01/10/13					
1 RESIDENT/EMPLOYEE COST PER YEA	1,853.00	3-01-25-240-256	B SERVICE CONTRACTS	A	01/10/13
Vendor Total:	1,853.00				
GUYSB GUY'S BRAKES SERVICE CO					
13-00141 01/23/13					
1 BREAK CHAMBERS #14 TRUCK	65.30	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/23/13
2 SLACK FOR BREAKS ON TRUCK 14	163.06	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/24/13
	228.36				
Vendor Total:	228.36				
HAMMG GAIL HAMMELL					
13-00182 01/29/13					
1 REFUND OF PILOXING TUITION	40.00	3-01-55-004-001	B Refund Of CY Revenue	A	01/29/13
Vendor Total:	40.00				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
HESSC HESS CORPORATION					
13-00078 01/09/13					
1 ELECT STREET LIGHTING DEC 2012	196.82	2-01-31-430-288	B Electric & Gas	A	01/09/13
Vendor Total:	196.82				
HHBE HADDON HEIGHTS BD OF ED					
13-00160 01/25/13					
1 BORO CONTRIBUTION FEB 2013	969,940.00	3-01-55-001-001	B Local School Taxes Payable	A	01/25/13
Vendor Total:	969,940.00				
HHFIR HADDON HEIGHTS FIRE DEPT					
13-00049 01/07/13					
1 REIMBURSE HHFD FOR BUS & PROF	75.00	3-01-25-265-223	B DUES	A	01/07/13
Vendor Total:	75.00				
HHLIB HADDON HEIGHTS LIBRARY					
13-00161 01/25/13					
1 BORO CONTRIBUTION FEB 2013	22,500.00	3-01-29-390-288	B MAINT FREE PUBLIC LIBRARY	A	01/25/13
Vendor Total:	22,500.00				
HOOVT HOOVER TRUCK CENTERS, INC.					
13-00079 01/10/13					
1 ABS BREAK SYSTEM REPAIR	99.28	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/10/13
Vendor Total:	99.28				
INNOI INNOVATIVE INVESTIGATIONS, INC					
13-00156 01/24/13					
1 BACKROUND CHECK FOR INSTRUCTOR	40.00	3-01-28-370-265	B CONTRACTED STAFF	A	01/24/13
Vendor Total:	40.00				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
KASKJ JEFF KASKO					
13-00190 01/30/13 Reimburse for tax forms					
1 Office Supplies	46.98	2-01-20-100-311	B OFFICE SUPPLIES	A	01/30/13
Vendor Total:	46.98				
KINKR RICHARD KINKLER					
13-00068 01/09/13					
1 STAPLES COMB-BINDIN	52.35	3-01-25-240-233	B MINOR EQUIPMENT / SUPPLIES	A	01/09/13
2 STAPLES CLR STD	88.20	3-01-25-240-233	B MINOR EQUIPMENT / SUPPLIES	A	01/09/13
	140.55				
Vendor Total:	140.55				
KONMI KONICA MINOLTA BUSINESS					
13-00109 01/14/13					
1 RENTAL & COPIES HHPD DEC 2012	120.29	2-01-26-310-256	B SERVICE CONTRACTS	A	01/14/13
13-00153 01/24/13					
1 RENTAL & COPY CHARGES MUNI BLD	138.14	3-01-26-310-256	B SERVICE CONTRACTS	A	01/24/13
Vendor Total:	258.43				
KONPF KONICA MINOLTA PRIMIER FINANCE					
13-00034 01/07/13					
1 LEASE PMT MUNI BLDG JAN 2013	256.49	3-01-26-310-256	B SERVICE CONTRACTS	A	01/07/13
2 LEASE PMT HHPD JAN 2013	123.59	3-01-26-310-256	B SERVICE CONTRACTS	A	01/07/13
	380.08				
Vendor Total:	380.08				
LAURE LAUREL LAWN MOWER SERVICE INC					
13-00183 01/30/13					
1 SHARPEN CHAIN BLADES	238.00	3-01-26-310-233	B PURCHASE MINOR EQUIPMENT	A	01/30/13
Vendor Total:	238.00				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
LEAGU NEW JERSEY LEAGUE OF MUN					
13-00174 01/29/13					
1 AD FOR FULL TIME TAX COLLECTOR	110.00	3-01-20-120-217	B LEGAL ADVERTISING	A	01/29/13
Vendor Total:	110.00				
LINES LINE SYSTEMS, INC					
13-00104 01/14/13					
1 PHONES JANUARY 2013	1,192.29	3-01-31-440-216	B REGULAR TELEPHONES	A	01/14/13
Vendor Total:	1,192.29				
MARCP MARC PUBLISHING CO					
13-00083 01/10/13					
1 RENEWAL CROSS REFERENCE SUBSCR	195.45	3-01-25-240-233	B MINOR EQUIPMENT / SUPPLIES	A	01/10/13
Vendor Total:	195.45				
MATTW MATTLEMAN, WERNROTH & MILLER					
13-00194 01/31/13					
1 SOLICITOR FEE 4TH Q 2012	2,600.00	2-01-20-155-205	B CONTRACTUAL - SOLICITOR EXPENSE	A	01/31/13
2 LABOR MATTERS 4TH Q 2012	812.50	2-01-20-155-381	B OTHER LEGAL EXPENSES	A	01/31/13
3 PROFESSIONAL SERVIC 4TH Q 2012	8,675.00	2-01-20-155-381	B OTHER LEGAL EXPENSES	A	01/31/13
	12,087.50				
Vendor Total:	12,087.50				
MENDR ROSA MARIA MENDIZABAL					
13-00032 01/07/13					
1 SPANISH INTERPRETER 1/8/2013	130.00	3-01-43-490-206	B WITNESS/INTERPRET FEE	A	01/07/13
Vendor Total:	130.00				
MOOWA RR DONNELLEY					
13-00169 01/28/13					
1 CERTIFIED COPY PAP REG 42A BLU	125.00	2-01-20-120-238	B OPERATION MAT'L & SUPPLIES	A	01/28/13

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
MOOWA RR DONNELLEY	Continued				
13-00169 01/28/13		Continued			
2 CERTIFIED COPY PAP REG 42B BLU	125.00	2-01-20-120-238	B OPERATION MAT'L & SUPPLIES	A	01/28/13
	250.00				
Vendor Total:	250.00				
MTEDO MOUNT EPHRAIM DODGE					
13-00096 01/14/13					
1 WIPER MODUAL # 39 TRUCK	124.00	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/14/13
13-00184 01/30/13					
1 4 WHEEL DRIVE SWITCH	25.20	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/30/13
Vendor Total:	149.20				
NAPA NAPA MOTOR PARTS					
13-00026 01/07/13					
1 BATTERIES FOR U-216	185.46	2-01-26-315-207	B FIRE DEPT-VEHICLE MAINTENANCE	A	01/07/13
Vendor Total:	185.46				
NATA NAT ALEXANDER CO., INC					
13-00010 01/04/13					
1 EQUIPMENT MARKERS FOR HHFD	58.25	2-01-25-265-233	B PURCHASE MINOR EQUIPMENT	A	12/31/12
Vendor Total:	58.25				
NATIF NATIONAL FIRE PROTECTION ASSOC					
13-00081 01/10/13					
1 MEMBERSHIP RENEWAL 2013	165.00	3-01-25-265-223	B DUES	A	01/10/13
Vendor Total:	165.00				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
NETS NETWORKS					
13-00084 01/10/13					
1 8 SWITCH PORT, INSTALL, SUPPOR	105.00	2-01-25-240-254	B COMPUTER MAINTENANCE	A	01/10/13
Vendor Total:	105.00				
NJAMB NJ AMERICAN WATER					
13-00107 01/14/13					
1 SOCCER CLU WALNUT & DEVON DEC	21.56	2-01-31-445-289	B WATER SERVICE	A	01/14/13
Vendor Total:	21.56				
NJCMA NEW JERSEY CONFERENCE OF MAYOR					
13-00113 01/15/13					
1 WINTER SUMMIT WITH GOV CHRISTI	50.00	3-01-20-120-222	B CONFERENCES/CONVENTIONS	A	01/15/13
Vendor Total:	50.00				
NJDCA TREASURER ST OF NJ					
13-00051 01/07/13					
1 4 Q STATE PERMIT SURCHARGE FEE	1,190.00	2-01-55-005-001	B DCA Training Fees Due NJ	A	01/07/13
Vendor Total:	1,190.00				
NJLAW THE NWE JERSEY LAW JOURNAL					
13-00053 01/07/13					
1 NJ LOCAL GOVT DESKBOOK 2013	157.95	3-01-20-120-238	B OPERATION MAT'L & SUPPLIES	A	01/07/13
Vendor Total:	157.95				
OBRID DANIELLE O'BRIEN					
13-00091 01/11/13					
1 REFUND OF COMMUNITY CTR RENTAL	400.00	3-01-55-004-001	B Refund Of CY Revenue	A	01/11/13
Vendor Total:	400.00				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
OFFIB OFFICE BASICS, INC.					
13-00117 01/15/13					
1 ORGANIZERS FOR COURT	84.80	3-01-43-490-213	B OFFICE EQUIPMENT	A	01/15/13
2 TUB FILE FOR COURT	182.40	3-01-43-490-213	B OFFICE EQUIPMENT	A	01/15/13
	267.20				
13-00118 01/15/13					
1 WIPES, TISSUES, BINDERS, FOLDE	181.26	3-01-20-100-311	B OFFICE SUPPLIES	A	01/15/13
13-00123 01/17/13					
1 HP 6600 PRINTER	148.00	3-01-20-100-311	B OFFICE SUPPLIES	A	01/17/13
13-00143 01/23/13					
1 BATTERIES, PENS, ENVEL, BINDER	420.32	3-01-20-100-311	B OFFICE SUPPLIES	A	01/23/13
Vendor Total:	1,016.78				
PEDRO PEDRONI					
13-00115 01/15/13					
1 DIESEL FUEL	1,853.20	3-01-31-460-276	B DIESEL FUEL	A	01/15/13
13-00152 01/24/13					
1 NO LEAD GAS	3,556.01	3-01-31-460-275	B UNLEADED GAS	A	01/24/13
Vendor Total:	5,409.21				
PERS PUBIC EMPLOYEES' RETIREMENT					
13-00128 01/18/13					
1 PENSION PAYMENT ADJUSTMENT	32.11	2-01-36-471-229	B CONTRIBUTION PERS -EMPLOYER	A	01/18/13
2 CONTR. INS. PAYMENT ADJUSTMENT	2.47	2-01-36-471-229	B CONTRIBUTION PERS -EMPLOYER	A	01/18/13
	34.58				
Vendor Total:	34.58				
PINNI PINNACLE IRRIGATION					
12-01762 11/27/12					
1 REPAIR REPLACE SELENOIDS SENSO	1,435.00	2-01-28-370-263	B MAINTENANCE - FACILITIES	A	11/27/12

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
PINNI PINNACLE IRRIGATION	Continued				
12-01919 12/28/12					
1 WINTERIZATION OF 3 FIELDS	225.00	2-01-28-370-263	B MAINTENANCE - FACILITIES	A	12/28/12
Vendor Total:	1,660.00				
PITNE PITNEY BOWES					
12-01927 12/31/12					
1 CYAN, YELLOW, & MAGENTA PO MAC	164.16	2-01-20-100-212	B POSTAGE	A	12/31/12
Vendor Total:	164.16				
PONTI PONTIAC PAPER CO OF NJ					
13-00052 01/07/13					
1 3 PART PERMIT PAPER	127.50	3-01-22-195-211	B MATERIALS/SUPPLIES	A	01/07/13
Vendor Total:	127.50				
PROCS PRO COMPUTER SERVICE					
13-00122 01/17/13					
1 MONTHLY SUPPORT JAN 2013	799.00	3-01-26-310-234	B COMPUTER & WEBSITE MAINTENANCE	A	01/17/13
2 FIRE WALL MAINT FOR 2013	224.00	3-01-26-310-234	B COMPUTER & WEBSITE MAINTENANCE	A	01/17/13
3 E-MAIL MAINT FOR JAN 2013	392.00	3-01-26-310-234	B COMPUTER & WEBSITE MAINTENANCE	A	01/17/13
	1,415.00				
13-00144 01/23/13					
1 PMT FOR OVERAGE HRS JAN 2013	578.50	3-01-26-310-234	B COMPUTER & WEBSITE MAINTENANCE	A	01/23/13
Vendor Total:	1,993.50				
PSEGR PSE&G					
13-00111 01/14/13					
1 STREET LIGHTING DEC 2012	5,727.52	2-01-31-435-288	B STREET LIGHTING	A	01/14/13
2 OTHER LIGHTING DEC 2012	4,498.23	2-01-31-430-288	B Electric & Gas	A	01/14/13
	10,225.75				
Vendor Total:	10,225.75				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
RALPS V E RALPH & SON INC					
13-00069 01/09/13					
1 1/24 DP5 HEARTSTART PADS	154.00	3-01-25-240-233	B MINOR EQUIPMENT / SUPPLIES	A	01/09/13
Vendor Total:	154.00				
RETRO THE RETROSPECT					
13-00094 01/13/13					
1 RESOLUTION 2013-1	22.34	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
2 RESOLUTION 2013-2 & PROOF	21.83	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
3 RESOLUTION 2013-3 & PROOF	20.81	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
4 RESOLUTION 2013-4 & PROOF	19.28	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
5 RESOLUTION 2013-5 & PROOF	25.91	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
6 RESOLUTION 2013-6 & PROOF	19.79	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
7 RESOLUTION 2013-25 & PROOF	28.97	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
8 RESOLUTION 2013-26 & PROOF	50.90	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
9 RESOLUTION 2013-30 & PROOF	23.87	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
10 INTRO ORD 2013-1389	46.82	3-01-20-120-217	B LEGAL ADVERTISING	A	01/13/13
	280.52				
13-00130 01/18/13					
1 ADFOPT ORD 2013-1389 & PROOF	15.71	3-01-20-120-217	B LEGAL ADVERTISING	A	01/18/13
2 PEND BON ORD 2013-1390 & PROOF	60.08	3-01-20-120-217	B LEGAL ADVERTISING	A	01/18/13
	75.79				
13-00176 01/29/13					
1 PLANNING BOARD DECISIONS 1/17	33.56	3-01-21-180-217	B ADVERTISING	A	01/29/13
Vendor Total:	389.87				
RISKM RISK MANAGERS, INC.					
13-00023 01/07/13					
1 VFIS VOL FIRE & ACCID POLICY	3,300.00	3-01-25-265-228	B ACCIDENT POLICY	A	01/07/13
Vendor Total:	3,300.00				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
RRT R&R TIRE					
13-00186 01/30/13					
1 PATCH FLAT TIRE	34.60	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/30/13
Vendor Total:	34.60				
SCHML C LEN SCHMIDT & SON, INC					
13-00167 01/28/13					
1 REPAIR PIPES IN HH CABIN	751.90	3-01-26-310-254	B BUILDINGS & GROUNDS MAINT/REPAIR	A	01/28/13
Vendor Total:	751.90				
TIREC TIRE CORRAL					
12-01443 10/02/12					
1 TIRES FOR #6 DUMP TRUCK	717.92	2-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	10/02/12
13-00092 01/11/13					
1 TIRES FOR FORD TRACTOR	330.92	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	01/11/13
Vendor Total:	1,048.84				
TRICO TRICO EQUIPMENT CO					
13-00002 01/04/13					
1 WINDOW LOCK & HEAD LIGHT	146.18	3-01-26-315-202	B PUBLIC WORKS-VEHICLE MAINT.	A	12/31/12
Vendor Total:	146.18				
VER33 VERIZON					
13-00093 01/13/13					
1 HH CABIN PHONES JAN 2013	33.80	3-01-31-440-216	B REGULAR TELEPHONES	A	01/13/13
13-00105 01/14/13					
1 REG PHONES JAN 2013	157.23	3-01-31-440-216	B REGULAR TELEPHONES	A	01/14/13
2 SOF PHONES JAN 2013	269.09	3-01-31-440-216	B REGULAR TELEPHONES	A	01/14/13
	426.32				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date
VER33 VERIZON	Continued				
13-00149 01/24/13					
1 POLICE DEPT 911 SERVICE JAN 13	6.55	3-01-31-440-216	B REGULAR TELEPHONES	A	01/24/13
Vendor Total:	466.67				
VERIW VERIZON WIRELESS					
13-00135 01/22/13					
1 HHPD MDT'S JAN 2013	64.01	3-01-25-240-254	B COMPUTER MAINTENANCE	A	01/22/13
13-00159 01/25/13					
1 HHFD MCD'S FOR JAN 2013	40.01	3-01-31-440-216	B REGULAR TELEPHONES	A	01/25/13
2 HHFD MCD'S FOR JAN 2013	40.01	3-01-31-440-216	B REGULAR TELEPHONES	A	01/25/13
	80.02				
13-00170 01/28/13					
1 POLICE CELL PHONES JAN 2013	630.37	3-01-31-440-318	B NEXTEL PHONES	A	01/28/13
Vendor Total:	774.40				
VSP VISION SERVICE PLAN (CT)					
13-00137 01/22/13					
1 NON CONTRACT EMPLOYEES FEB 13	1,053.36	3-01-23-220-247	B VISION PLAN	A	01/22/13
2 CONTRACT EMPLOYEES FEB 13	487.72	3-01-23-220-247	B VISION PLAN	A	01/22/13
	1,541.08				
Vendor Total:	1,541.08				
WINZI WINZINGER INC					
12-01855 12/11/12					
1 BRUSH DISPOSAL W/E 11/28/12	42.00	2-01-32-465-218	B BRUSH PICKUP	A	12/11/12
13-00072 01/09/13					
1 BRUSH PICK UP W/E 12/21/12	12.00	2-01-32-465-218	B BRUSH PICKUP	A	01/09/13
13-00090 01/11/13					
1 BRUSH PICK UP W/E 1/4/13	52.00	3-01-32-465-218	B BRUSH PICKUP	A	01/11/13

Vendor # Name / PO # / Item	PO Date	Description	Amount	Contract / Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc Date
WINZI		WINZINGER INC	Continued				
13-00136	01/22/13						
1		BRUSH PICK UP W/E 1/11/2013	410.00	3-01-32-465-218	B BRUSH PICKUP	A	01/22/13
		Vendor Total:	516.00				

Total Purchase Orders: 113 Total P.O. Line Items: 159 Total List Amount: 2,554,565.63 Total Void Amount: 0.00

January 31, 2013
03:44 PM

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND	2-01	44,955.72	0.00
CURRENT FUND	3-01	2,505,881.88	0.00
GENERAL CAPITAL FUND	C-04	1,683.00	0.00
TRUST - OTHER TRUST	T-13	2,045.03	0.00
Total Of All Funds:		2,554,565.63	0.00

2,550,837.60

CURRENT ACCOUNT
2550,837.60

T.D. BANK 95,000.00 DEBT SERVICE PRINCIPAL
CORP. TRUST 11,916.25 " " INTEREST
TUITION REFUND
LORETTA WELCS 45.00
TUITION REFUND
JACLYN TENNYSON 55.00
HEALTH INSURANCE 48,138.86
RETIRED EMPLOYEES
ACTIVE EMPLOYEES 31,487.68

2737,480.39

RESOLUTION 2013:45

RESOLUTION AUTHORIZING TRANSFERS OF APPROPRIATIONS AND APROPRIATION RESERVES

WHEREAS, there are certain appropriations in the 2012 budget of the Borough of Haddon Heights in which there remained insufficient balances to meet the requirements for operating the Borough's affairs for the remainder of 2012; and

WHEREAS, N.J.S.A. 40A:4-58 permits transfers during the last two months of the fiscal year from certain appropriations, and N.J.S.A. 40A:4-59 permits transfers during the first three months of the succeeding year from certain appropriation reserves, where such excess balances are above the amount deemed to be necessary to fulfill their purposes, with said transfers to be adopted by not less than two-thirds of the full membership of the governing body; and

WHEREAS, the final Borough of Haddon Heights payroll was issued after the final governing body meeting of 2012 and there remained insufficient balances in certain appropriation accounts for payment of salaries and wages;

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Haddon Heights, Camden County, New Jersey that transfers are authorized to be made between 2012 budget appropriations, retroactive to December 30, 2012, and appropriation reserves, as follows:

Transfer from:		**Transfer to:**	
Appropriations Inside CAPS		***Appropriations Inside CAPS***	
Emp. Group Insurance	$ 23,275.00	Finance S&W	$ 15.00
		Zoning Board S&W	800.00
		Construction S&W	6,600.00
		Police S&W	4,500.00
		Public Works S&W	8,800.00
		Municipal Building S&W	1,950.00
		Parks/Recreation S&W	610.00
Approp. Reserves Inside CAPS		***Approp. Reserves Inside CAPS***	
Emp. Group Insurance	19,260.00	Engineering Services	3,410.00
		Street Lighting	3,300.00
		Public Works O/E	3,600.00
		Muni Buildings/Grounds	930.00
		Legal Expenses	8,020.00
Total	**$ 42,535.00**	**Total**	**$ 42,535.00**

DATE: February 5, 2013

_____
Mayor Edward S. Forte, Jr.

ATTEST: _____
Joan D. Moreland, Interim Borough Clerk

RESOLUTION 2013:46

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, NJSA 10:4-12

WHEREAS, the Governing Body of the Borough of Haddon Heights is subject to certain requirements of the *Open Public Meetings Act*, NJSA 10:4-6 et seq., and

WHEREAS, the *Open Public Meetings Act, NJSA 10:4-12*, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the Governing Body of the Borough of Haddon Heights to discuss in a session not open to the public certain matters relating to the item or items authorized by NJSA 10:4-12b and designated below:

_____(1) ***Matters required by Law to be Confidential***: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

_____(2) ***Matters Where the Release of Information Would Impair the Right to Receive Funds***: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

_____(3) ***Matters Involving Individual Privacy***: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

X
_____ (4) ***Matters Relating to Collective Bargaining Agreements***: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body. **Governing body Discussion of matters relating to IAFF negotiations. Approximately 30 minutes.**

_____(5) ***Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds***: Any matter involving the purchase, lease, or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

_____(6) ***Matters Relating to Public Safety and Property***: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any

investigations of violations of possible violations of the law.

_____ (7) ***Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege***: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer

_____ (8) ***Matters Relating to the Employment Relationship***: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

_____ (9) ***Matters Relating to the Potential Imposition of a Penalty***: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Haddon Heights, assembled in public session on February 5, 2013 that an Executive Session closed to the public shall be held on February 5, 2013 at 7:30 p.m. in the Municipal Building, 625 Station Avenue, Haddon Heights, NJ, for the discussion of matters relating to the specified items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Governing Body that public interest will no longer be served by such confidentiality.

The following resolution was duly adopted by the Governing Body of the Borough of Haddon Heights at a public meeting held on February 5, 2013.

_____
Mayor Edward S. Forte, Jr.

Attest: _____
Joan D. Moreland, Interim Borough Clerk