BOROUGH OF HADDON HEIGHTS

Tuesday, August 18, 2015 at 7:00 p.m.
Governing Body Meeting Agenda

1. "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 transmitted to the official newspapers provided by Resolution adopted January 3, 2015."

2. Roll Call

3. CAUCUS SESSION
   a.) Part-time Employee Salaries – *Councilman Berryhill*

4. Recess of Caucus Session and commencement of Business Session

5. Pledge of Allegiance and moment of silence

6. Public Comment on Caucus and Agenda items only

7. Approval of the Council meeting Minutes of August 4, 2015

10. REPORTS OF COUNCIL MEMBERS

11. ENGINEER'S REPORT

12. NEW BUSINESS:

Resolution 2015:164 – Resolution Authorizing the Borough of Haddon Heights to Enter into a Cooperative Pricing Agreement

Resolution 2015:165 – Resolution Approving a One Day Social Affair Permit for the Neighbors' Night Out Committee for the Purpose of a Beer Garden at the Annual Fall Festival – *October 3, 2015*

Resolution 2015:166 – Resolution Approving a One Day Social Affairs Permit for Neighbors' Night Out Committee for the Purpose of a Wine and Beer Garden at the last Farmer's Market of the Year – *October 25, 2015*

Resolution 2015:167 – Resolution Authorizing Payment of Bills and Claims for the Second Half of August

Resolution 2015:168 – Resolution Providing for a Meeting Not Open to the Public in Accordance With the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. ***1. Matter related to Civil Action of Heather Grieco vs. Borough of Haddon Heights, Kelly Santosusso, Borough Clerk in her official capacity as Custodian of the Records and Katilyn Compton, Deputy Borough Clerk in her official capacity as Custodian of the Records. Discussion will be approximately ½ hr. in duration. 2. Matter related to the Plumbing Sub Code Official's salary. Discussion will be approximately ½ hr. in duration. Formal Action May be Taken.***

Resolution 2015:169 – Resolution Authorizing Mayor to Execute an Agreement Between the Borough of Haddon Heights and the Camden County Improvement Authority for Year XXXVII (2015-2016) Community Development Block Grant Funding

13. Public Comment

14. Adjournment

BOROUGH OF HADDON HEIGHTS
Tuesday, August 4, 2015 at 7:00 p.m.
Governing Body Meeting Minutes

Mayor Forte called the Caucus session Call to Order.

"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 newspapers provided by Resolution adopted January 3, 2015."

ROLL CALL:

Under roll call the following members were present: Councilwoman Susan Griffith, Councilmen Richard DiRenzo, Earl R. Miller, Jr., Stephen D. Berryhill and Jack D. Merryfield, Jr. were present as well as Solicitor, Albert J. Olizi, Jr., Borough Clerk Kelly Santosusso and Deputy Borough Clerk Katilyn Compton.

CAUCUS SESSION:

Mayor Forte began the Caucus session by asking if any Councilmembers had any questions or comments regarding this evening's Agenda.

Council President Lange arrived at 7:03 p.m.

Councilman Miller indicated that he would like to pull the 11K payment to Bach Associates from the bill list as the work for the lights at Devon Avenue fields project had not yet been completed. Mayor Forte said that Resolution 2015:152 would be voted upon as *amended.*

Council President said that she would be abstaining from voting on two (2) resolutions on the Agenda this evening regarding St. Rose raffle licenses.

Council President asked about an e-mail she received from the Program Coordinator regarding payments to instructors. Clerk Santosusso explained that there was some miscommunication in the office due to Finance Clerk being on vacation. She confirmed that the instructors are on the bill list this evening.

Councilwoman Griffith noted that Resolution 2015:149 is on this evening's Agenda for the purchase of a high compaction rear loading refuse collection vehicle. She said that it was on the Agenda for the last meeting but that the funding source was unclear.

Tree Maintenance on County Roads – Councilwoman Griffith
Councilwoman Griffith explained that the County's current position on maintenance of trees on County roads is that they do not have the manpower or equipment to handle. She said the Borough has not maintained these trees in the past as the roads are County property. She said she just wanted to inform everyone of this change and noted that this information is on the County's website. She said that residents who live on County property will now have to bear those costs. Councilman Miller asked if there was any recourse in emergent situations. Griffith said that they did come out several hours after being called to a residence on 9th Avenue last week. Councilman Berryhill said that he tried to reach out to his contacts at the County informing them of three (3) trees near Haddon Savings Bank and one (1) tree on 9th Avenue. He said that the County is generally not providing this service, but he said that he has found in his past experience that if you contact the County enough, we have seen some help from them. Both Councilman Berryhill and Councilwoman Griffith believe this will likely be on an individual basis. Berryhill said that he will make another phone call.

4th of July – Councilwoman Griffith
Councilwoman Griffith said that at the last meeting there was some question as to the procedure for accepting a $1,000 donation from the Police Benevolent Association for the 4th of July. Griffith said that she checked with the CFO, Christie Ehret who indicated that there is no need for a resolution to accept the donation. She further stated that she handled the donation in the proper manner.

Qualified Purchasing Agent (QPA) Discussion – Councilwoman Griffith
Councilwoman Griffith said that at last Caucus meeting, discussion was held regarding a Borough employee taking the QPA classes. Griffith said that Superintendent John Ellis expressed interest in taking the classes. She read the information on when and where classes were taking place explaining that the cost of the classes

is $2,500.00 and that they begin this fall. She said that she thought someone from the Borough should take the classes as having this certification represents a savings to the Borough. Councilman Miller asked how this would represent a savings. Griffith explained that the Borough is not required to go out to bid which represents a cost savings in advertising. The threshold was 36,000 and has recently been changed to $40,000. Anything under this amount would necessitate three (3) quotes and anything over this amount would require us to go out to bid. Mayor Forte said that he wants to have a QPA and discussed the possibility of doing a shared service with another town once one of employees obtains it. Solicitor Olizi asked if our school district has a QPA. Councilman DiRenzo responded yes. The discussion of possibly doing a shared service with the school district or another town ensued. Council decided that they would look into the possibility of doing a shared service.

Councilwoman Lange announced that the League of Municipalities dates and the deadlines to register.

Councilman Miller said that he would like to know how often the QPA certification had been utilized over the past five (5) years. Councilwoman Griffith indicated that former Superintendent had the license and utilized on a number of occasions when purchasing vehicles and equipment. Councilwoman Griffith reiterated that the QPA certification is useful for a Borough employee to have. Discussion ensued regarding a shared service with the overall outcome being that the cost of paying someone so that we may utilize the license would most likely exceed the cost of the classes.

BUSINESS SESSION:

The Business Session commenced at 7:30 p.m.

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Forte asked all to stand for a moment of silence. He then led the meeting in the Pledge of Allegiance.

PUBLIC COMMENT:

Mayor Forte called for Public Comment on Caucus and Agenda items only.

Seeing no one come forward, a motion to close the public comment portion of the meeting was made by Councilwoman Griffith, seconded by Councilman Merryfield. All members present were in favor.

Mayor Forte asked Council to move ahead to New Business, Resolution 2015:151.

Resolution 2015:151 – Resolution Appointing Thomas Daly to the Position of Fire Official

A motion to adopt Resolution 2015:151 was made by Councilman Berryhill, seconded by Councilman Miller. All members present were in favor.

Mayor Forte asked Thomas Daly was sworn in by Mayor Forte. Daly announced that he has been in the fire service for a long time. He worked 25 years in the Haddon Heights Police Department and has served in the fire department for 37 years. He explains that it has been an honor and his pleasure to serve the residents of Haddon Heights. Daly thanked his wife for supporting him 100% and explained that for her support, he is eternally grateful.

PRESENTATION OF PROCLAMATION TO FRANK LAFFERTY FOR 25 YEARS OF SERVICE TO THE BOROUGH OF HADDON HEIGHTS FIRE DEPARTMENT - *Presented by Mayor Forte.*

Mayor Forte read the Proclamation to Frank Lafferty explaining that it has been his pleasure to serve the town of Haddon Heights. He said he loved being a fire fighter- so much that as a volunteer he never wanted to take a day off in case he missed anything. He explained that the fire service loses about 100 fire fighters per day. He encourages the current fire fighters in town to never stop learning and reminds them to always get out before something bad happens. He also reminded them to say a prayer every night for the lost fire fighters. Lafferty thanked everyone and said it has been fun.

Thomas Daly and Judy Reiss from the Fire Department presented Frank Lafferty with a plaque that they had made for him.

Mayor Forte thanked Frank Lafferty for his service.

Chief Nick Scardino of the Fire Department commented on his experience in working with Frank Lafferty. He said he wanted to make it known that Frank's services and contributions to fire service did not stop at the borders of Haddon Heights. He noted that Frank has served on many committees in the County, striving to reduce the fire statistics of 100 lives lost per year. Chief Scardino reiterated that Frank's reputation and impact has been both municipal and County wide. Lastly, Chief Scardino expressed his gratitude for Frank's service saying that he is a true professional.

APPROVAL OF MINUTES:

Mayor Forte asked for a motion to approve the Minutes of the July 21, 2015 Council meetings. A motion was made by Councilwoman Griffith seconded by Council President Lange. All members were in favor with the exception of Councilman Miller who abstained.

APPROVAL OF EXECUTIVE SESSION MINUTES:

Mayor Forte asked for a motion to approve the Executive Session Minutes of the January 20, 2015 Council meeting. A motion was made by Council President Lange seconded by Councilwoman Griffith. Councilman Merryfield abstained. All other members were in favor.

Mayor Forte asked for a motion to approve the Executive Session Minutes of the February 3, 2015 Council meeting. A motion was made by Councilwoman Griffith seconded by Councilman Berryhill. Councilman Merryfield abstained. All other members were in favor.

Mayor Forte asked for a motion to approve the Executive Session Minutes of the April 7, 2015 Council meeting. A motion was made by Councilwoman Griffith by Councilman Berryhill. Councilman Merryfield and DiRenzo abstained. All other members were in favor.

Mayor Forte asked for a motion to approve the Executive Session Minutes of the May 5, 2015 Council meeting. A motion was made by Councilman Merryfield seconded by Councilman Berryhill. All members were in favor.

Mayor Forte asked for a motion to approve the Executive Session Minutes of the June 3, 2015 Council meeting. A motion was made by Councilwoman Griffith seconded by Councilman Berryhill. All members were in favor.

Mayor Forte asked for a motion to approve the Executive Session Minutes of the June 16, 2015 Council meeting. A motion was made by Council President Lange seconded by Councilwoman Griffith. Councilman DiRenzo abstained. All other members were in favor.

COUNCILMEMBER REPORTS:

Councilman Berryhill reported that Sustainable Haddon Heights is still working on their *Silver Certification.* He explained that the group is in pretty good shape to receive the *Bronze re-certification.* The Environmental Commission is working on five (5) programs for that will give 70 points Sustainable 120 points towards the Silver Certification. Sustainable is working on 20 action programs for a possible additional 65 points. They are also hoping to work with John Ellis of DPW for additional points.

Both groups will be presenting council with resolutions.

The Creative Team is having an art showcase at the fall festival on October 4, 2015. This festival will have musical spots and other performance spots. Berryhill announced that the *Creative Team* and is looking for people to perform.

Each week at the Farmer's Market, Sustainable Haddon Heights has different demonstrations that have been going very well. Berryhill presented a bag that Sustainable Haddon Heights was selling. This bag is washable, in attempts to get people to decrease the use of plastic and paper bags. The bag is made of recycled bottles. He said that anyone interested should stop by the Farmer's Market.

Berryhill explained that he met with Zoning Officer Ron Newell recently regarding an inventory of vacant properties. He said that previously, Councilman DiRenzo had asked Ron to create a listing of all vacant properties. Berryhill thanked Councilman DiRenzo for initiating this process. Berryhill said that we are seeking to make existing laws that will make those (banks, owners) maintain the properties. He said that the

properties that are becoming an eyesore are being worked on. Berryhill thanked Councilman DiRenzo for starting this process.

Councilman Miller said that he had no report but that he wanted to clarify with Solicitor Olizi the need for a conflict attorney in recent litigation involving a Councilman and the Clerk. One matter under the conflict solicitor was regarding a sub-committee finance matter. The second matter is regarding a Hearing which was concluded on August 23rd with the plaintiff's request for relief being denied. Olizi explained that being a member of the republican county committee precluded him from acting as Solicitor and therefore the conflict attorney that was appointed to handle this and several other matters regarding the plaintiff. Olizi said that during the recent hearing, the judge ruled that the plaintiff had no basis to get onto the ballot for the General Election as he did not follow proper procedure in filing as an Independent for Mayor and the two (2) individuals who wished to run for Council as Independent candidates. He then went on to explain that Councilman Merryfield joined in the response from the Borough. He said that the Hearing was held and testimony was taken. Councilman DiRenzo interrupted asking who testified. Olizi responded that the plaintiff testified. DiRenzo asked if the Clerk testified. Olizi responded no explaining that the legal decision for the Clerk not to testify was made by the conflict solicitor. He said that the Judge ruled that there was no basis for the individuals to get onto the ballot. Olizi responded that the plaintiff in the case was unsuccessful in his request for relief to get on the General Election ballot in Haddon Heights because the plaintiff did not follow proper procedure to get on the ballot as an Independent candidate. He further explained that the Judge ruled that it was unreasonable for the plaintiff to rely on the Clerk. He said that the responsibility for filing as Independent candidates rests with the candidate(s) and that all must abide by the rules. The jurisdiction for this process rests with the County and not the Borough Clerk. Olizi noted that 15 other individuals throughout the County got on the General Ballot successfully as Independent candidates.

Councilman Miller asked again if we had any idea what the costs associated with the resolution to the above matters were. Mayor Forte said we have not received billing from the conflict attorney as of yet.

Councilman DiRenzo had nothing to report.

Council President Lange reported that there will be a meeting with Bach Associates on August 20, 2015 at 5:30 in the Borough Hall conference room in which she invited the Athletic Director from the high school and the members of the HH Soccer Club. Lange said that the security deposit for Sportz Central who rented our baseball fields this summer. A $500 fee for rental of the fields has been deposited.

Lange asked that it be noted that the Summer Rec directors have returned the key for Seventh Avenue School gym. Summer Rec has also has sent out thank you notes to anyone who donated materials to the program. Lange thanked the Barrington EMS for their demonstration to the campers this summer. Lange said that all Summer Rec records will be stored in the vault for three (3) years as required. She said that she would like to recognize the summer rec volunteers at a later date.

Lange announced that August's Board of Education Meeting will be held on a Wednesday, however she does not know the date. She said that anyone interested should check the BOE website. All fall youth sports have begun. She said practices for Soccer are being held during the day due to the fact that there are no lights at Devon Avenue currently. She said the High School will begin on the 10th of August. She thanked the Department of Public Works and the Board of Education for their help with the fields.

Councilwoman Griffith announced that council has awarded the contract for the new collection vehicle for the Department of Public Works. She said that the mechanic is getting the vehicles in shape for leaf collection. There was an emergency issue at the corner of Station Avenue and the White Horse Pike that the DPW had to rectify- a tree branch fell and we had to trim a County tree.

Griffith announced that there will be a *Neighbors Night Out* meeting on August 5, 2015 to talk about the Spaghetti Dinner. She explained that this date will most likely be changed. She asked that all keep an eye on the website for the date.

Councilman Merryfield reported that the Fire Department made 40 runs last month. With the year to date total being 346 runs.

He then expressed his frustration regarding the recent public displays during meetings and reports in the newspaper involving Councilman DiRenzo. He asked Council to refocus all their efforts on the residents of Haddon Heights as they were all elected to do.

PRESENTATION BY *NEIGHBORS NIGHT OUT*

Councilwoman Griffith thanked all of the members of *Neighbors Night Out* as they work tirelessly to try and have the tax payers not pay for projects in town through the coordination of social events. She noted that Roni Olizi is responsible for obtaining the donation that the Committee received and which they are presenting tonight. Mrs. Olizi briefly explained how they obtained this donation. She explained that what *Neighbors Night Out* does is sell tickets to events as well as get sponsors for those events. The members work hard to pitch what they want to do for the town. She explained that Mayor Forte pitched this idea to the president of the First Colonial Community Bank, Mr. Banmiller, asking if he could donate money toward some of the projects *Neighbors Night Out* contributes to. Mr. Banmiller explained to Mrs. Olizi that he was involved in Haddon Heights when the tragic shootings happened. Mrs. Olizi said that Mr. Banmiller read the article in the RETROSPECT about the issue with the donations given for the Memorial Clock and offered to donate to the Committee the $5,000. Mrs. Olizi said that *Neighbors Night Out* felt that as a thank you to Mr. Banmiller, they would make a direct donation from *Neighbors Night Out* to the Memorial Clock Fund. All posed for a photo for the RETROSPECT.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

Resolution 2015:149 – Resolution Awarding a Contract to Mid-Atlantic Waste Systems, Inc. for the Purchase of a 2013 or Newer Cab and Chassis with High Compaction Rear Loading Refuse Collection Truck for the Department of Public Works in the Amount of $140,000.00

A motion to adopt Resolution 2015:149 was made by Councilwoman Griffith, seconded by Councilman Merryfield. Under a roll call vote, all members were in favor.

Resolution 2015:150 – Resolution Amending Resolution 2015:123 Resolution Awarding a Contract to Veddor, LLC for the Purpose of Providing Entertainment for the Fourth of July After Parade Party

A motion to adopt Resolution 2015:150 was made by Councilwoman Griffith, seconded by Councilman Merryfield. Under a roll call vote, all members were in favor with the exception of Councilman DiRenzo who abstained.

Resolution 2015:152 – Resolution Authorizing Payment of Bills & Claims for First Half of August *(as amended)*

A motion to adopt Resolution 2015:152 was made by Councilman Miller, seconded by Councilman Merryfield. Under a roll call vote, all members were in favor, with the exception of Councilman DiRenzo who abstained on the payment to Veddor LLC.

Resolution 2015:153 – Resolution in Support of No Passing Zone on Rt. 30, White Horse Pike in the Borough of Haddon Heights, New Jersey

A motion to adopt Resolution 2015:153 was made by Councilman Merryfield, seconded by Councilwoman Griffith. All members were in favor.

Resolution 2015:154 – Resolution Authorizing the Mayor to Execute a Shared Services Municipal Alliance 2015-2016 Agreement between the Borough of Haddon Heights and the County of Camden in Conjunction with the Governor's Council on Alcoholism and Drug Abuse

A motion to adopt Resolution 2015:154 was made by Councilwoman Griffith, seconded by Councilman Berryhill. All members were in favor.

Resolution 2015:155 – Resolution Amending Resolution 2015:147 Resolution Authorizing Refunds of Summer Recreation Fees

A motion to adopt Resolution 2015:155 was made by Council President Lange, seconded by Councilwoman Griffith. Under a roll call vote, all members were in favor.

Council President Lange wanted to make it known that even though there are refunds being issued, all weeks were sold out due to waitlists.

Resolution 2015:156 – Resolution Authorizing a Refund of a Rental Fee

A motion to adopt Resolution 2015:156 was made by Council President Lange, seconded by Councilwoman Griffith. Under a roll call vote, all members were in favor.

Resolution 2015:157 – Resolution Approving a Raffle License for St. Rose of Lima Parish – *Walt Disney World Vacation*

A motion to adopt Resolution 2015:157 was made by Councilman Miller, seconded by Councilman Merryfield. All members present were in favor, with the exception of Council President Lange who abstained.

Resolution 2015:158 – Resolution Approving a Raffle License for the St. Rose of Lima Christmas Bazaar – *Grand Slam 50/50 Drawing*

A motion to adopt Resolution 2015:158 was made by Councilman Merryfield, seconded by Councilwoman Griffith. All members were in favor, with the exception of Council President Lange who abstained.

Resolution 2015:159 – Resolution Authorizing Refunds of Program Fees

A motion to adopt Resolution 2015:159 was made by Council President Lange, seconded by Councilwoman Griffith. Under a roll call vote, all members were in favor.

Resolution 2015:160 – Resolution Authorizing Additional Refunds of Summer Rec Fees

A motion to adopt Resolution 2015:160 was made by Council President Lange, seconded by Councilwoman Griffith. Under a roll call vote, all members were in favor.

Resolution 2015:161 – Resolution Supporting the '*Drive Sober or Get Pulled Over*' 2015 State Wide Crackdown

A motion to adopt Resolution 2015:161 was made by Council President Lange, seconded by Councilwoman Griffith. All members were in favor.

Resolution 2015:162 – Resolution Authorizing a Refund of a Tax Overpayment

A motion to adopt Resolution 2015:162 was made by Councilman Merryfield, seconded by Councilwoman Griffith. Under a roll call vote, all members were in favor.

Resolution 2015:163 – Resolution Providing for a Meeting Not Open to the Public in Accordance With the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. ***Matter related to Civil Action of Heather Grieco vs. Borough of Haddon Heights, Kelly Santosusso, Borough Clerk in her official capacity as Custodian of the Records and Katilyn Compton, Deputy Borough Clerk in her official capacity as Custodian of the Records. Discussion will be approximately ½ hr. in duration. Formal Action May be Taken.***

A motion to adopt Resolution 2015:163 was made by Councilman Berryhill, seconded by Councilman Merryfield. All members present were in favor.

PUBLIC COMMENT:

Mayor Forte called for Public Comment.

Karyn Errington, 1645 Sycamore Street – Ms. Errington said she found the reckless distortion of facts and events deplorable. She said the judge said the rules were too complex for him to make a decision. Solicitor Olizi and Councilman Merryfield asked Ms. Errington if she was present at the Hearing. Ms. Errington responded no but said that she did not need to be present.

Bill Troutman, 1509 Chestnut Avenue – Mr. Troutman explained that at the last meeting he suggested to Council that they look into whether Meyers Communities has had any other actions against municipalities. Solicitor Olizi explained that even if Council did look into this, they could not tell the public about the results

because there is possible litigation against the Borough.

A motion to close the public portion of the meeting was made by Councilwoman Griffith, seconded by Councilman Berryhill. All members present were in favor.

Mayor Forte announced that Council would be going into Executive Session following adjourning of the business meeting.

ADJOURNMENT:

A motion to adjourn was made by Councilman Berryhill, seconded by Councilman Merryfield. All members present were in favor. 8:06 p.m.

Respectfully submitted:

_____

Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2015:164

RESOLUTION AUTHORIZING THE BOROUGH OF HADDON HEIGHTS TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40a:11-11(5) authorizes contracting unit establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Middlesex Regional Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on August 14, 2015 the governing body of the Borough of Haddon Heights , County of Camden, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Haddon Heights.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

Date: August 18, 2014

_____

Mayor Edward S. Forte, Jr.

ATTEST: _____

Kelly Santosusso, RMC, Borough Clerk

CERTIFICATION:

I hereby certify that the above resolution was adopted by the Mayor and Council of the Borough of Haddon Heights at a meeting of said governing body held on August 18, 2014.

_____

Kelly Santosusso, RMC, Borough Clerk

COOPERATIVE PRICING SYSTEM AGREEMENT

THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION 65MCESCCPS

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 18th day of AUGUST, 20 15, by and between the, MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION and the BOROUGH OF HADDON HEIGHTS who desire to participate in the MIDDLESEX REGIONAL EDUCATIONAL COOPERATIVE PRICING SYSTEM.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5),* specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution' in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

2 The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:

(A) The name of Lead Agency soliciting competitive bids or informal quotations.

(B) The address and telephone number of Lead Agency.

(C) The names of the participating contracting units.

(D) The State Identification Code assigned to the Cooperative Pricing System.

(E) The expiration date of the Cooperative Pricing System.

3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.

4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

5 A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.

6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:

(A) The quantities ordered for the Lead Agency's own needs, and

(B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

7 The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.

8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.

9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

10. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.

12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.

13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

14. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:

- *Supplies, materials, goods and services at 2.2% of sales.*
- *Natural Gas* .00325 *per therm*

- *Electrical Aggregation.00125 per kilowatt hour*
- *Demand Response at 7% of reimbursement*

All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.

15 This Agreement shall become effective on 8/18/15 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date subject to termination by any party to this agreement upon sixty (60) days prior notice.

16. *Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.*

17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:_____ ATTEST BY: _____
Patrick M Moran Name and Title
Business Administrator/Board Secretary

For:_____
Participating Unit

BY: _____ ATTEST BY: _____
Name and Title Name and Title

RESOLUTION 2015:165

RESOLUTION APPROVING A ONE-DAY SOCIAL AFFAIR PERMIT FOR THE NEIGHBORS' NIGHT OUT COMMITTEE FOR THE PURPOSE OF A BEER GARDEN AT THE ANNUAL FALL FESTIVAL – *October 3, 2015*

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Haddon Heights, County of Camden, that approval is hereby given to the Neighbors' Night Out Committee to obtain a One-Day Social Affair Permit for a Beer Garden at the annual Fall Festival on Station Avenue on Saturday, October 3, 2015.

Date: August 18, 2015

_____
Mayor Edward S. Forte, Jr.

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2015:166

RESOLUTION APPROVING A ONE-DAY SOCIAL AFFAIR PERMIT FOR THE NEIGHBORS' NIGHT OUT COMMITTEE FOR THE PURPOSE OF A WINE AND BEER GARDEN AT THE LAST FARMER'S MARKET OF THE YEAR – *October 25, 2015*

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Haddon Heights, County of Camden, that approval is hereby given to the Neighbors' Night Out Committee to obtain a One-Day Social Affair Permit for a Wine and Beer Garden at the last Farmer's Market of the year – *October 25, 2015.*

Date: August 18, 2015

_____
Mayor Edward S. Forte, Jr.

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2015:167

RESOLUTION AUTHORIZING PAYMENT OF BILLS & CLAIMS FOR THE FIRST HALF OF AUGUST

Trust Account	$	8,003.93
Capital Account	$	18,565.10
Payroll Account (WE 7/23/15)	$	99,840.90
Animal Account	$	3.60
County Taxes	$	-0-
School Taxes	$	-0-
Current Fund	$	187,190.08
Total Amount of Bills & Claims	**$**	**313,607.21**

Date: August 18, 2015

_____

Mayor Edward S. Forte, Jr.

ATTEST: _____

Kelly Santosusso, RMC, Borough Clerk

Expenditures for Council Meetings

Date		8/18/2015	2015 Accounts
Vendor		Amount	Reason
Trust			
Various Included in Report		4,088.46	All Accounts Marked T-13
Payroll W/E 8/6/2015		3,915.47	
Total Trust		8,003.93	
Capital			
Bach Associates		2,000.00	2014-1409(2) Devon Ave Sanitary Landfill HH2015-3
Bach Associates		4,000.00	2014-1409(2) Devon Ave Sanitary Landfill HH2015-3
Bach Associates		3,596.50	2014-1409(2) Devon Ave Sanitary Landfill HH2015-3
Bowman and Company		2,000.00	2010:1333B Secondary Market Disclosure Report
Treasurer State of New Jersey		6,215.00	2014-1409(2) Devon Ave Sanitary Landfill HH2015-3
Mike Pirylis		753.60	2013:1400(4) Improvement to Municipal Building
Total Capital		18,565.10	
Animal			
NJ Dept of Health & Human Services		3.60	Animal License Report July 2015
Total Animal		3.60	
Po's Paid Current Account Borough		187,190.08	
School Tax		0.00	
County Taxes 3RD Q		0.00	
Payroll W/E 8/6/2015		99,840.90	
Total Current		287,030.98	
Total Spending 8/18/2015		313,607.21	

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes
Include Non-Budgeted: Y

First Enc Date Range: First to 12/31/15

Open: N Paid: N Void: N
Rcvd: N Held: N Aprv: Y
Bid: Y State: Y Other: Y Exempt: Y

Vendor # / PO # / Item	PO Date / Description	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc D
AJB A & J BAR						
15-01173	08/10/15					
1	TRASH BAGS	195.00	G-02-41-770-301	B Clean Community	A	08/10
	Vendor Total:	195.00				
ARTIH ARTIST HOUSE STUDIOS						
15-00983	07/02/15					
1	11X14 PORTRAIT & SITTING	260.00	5-01-25-240-233	B Police - Minor Equipment / Supplies	A	07/02
15-01078	07/23/15					
1	ADD'L IMAGE ON DISC & 11x14 IM	105.00	5-01-25-240-233	B Police - Minor Equipment / Supplies	A	07/23
	Vendor Total:	365.00				
ARTP ART PRESS						
15-01099	07/24/15					
1	BUSINESS CARDS FOR JOE HALES	75.00	5-01-25-265-233	B Fire - Purchase Minor Equip	A	07/24
15-01145	07/30/15					
1	BUSINESS CARDS R NEWELL	55.00	5-01-20-100-311	B Office Supplies	A	07/30
	Vendor Total:	130.00				
AUDUH AUDUBON HARDWARE						
15-00986	07/02/15					
1	HHFD PURCHASES JUNE & JULY	137.79	5-01-25-265-233	B Fire - Purchase Minor Equip	A	07/02
15-01171	08/10/15					
1	PARTS & MATERIALS JULY 2015	477.74	5-01-26-310-254	B Build/Grounds - Maint/Repair	A	08/10
	Vendor Total:	615.53				

Vendor # Name / PO # / PO Date / Description / Item Description	Amount	Contract / Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc D
AUTZO AUTO ZONE					
15-01006 07/07/15					
1 VEHICLE PARTS DPW JULY 2015	85.07	5-01-26-315-202	B Vehicle Maint - Public Works	A	07/07
2 VEHICLE PARTS HHPD JULY 2015	107.56	5-01-26-315-205	B Vehicle Maint - Police	A	07/07
	192.63				
Vendor Total:	192.63				
BACHA BACH ASSOC PC					
15-01200 08/13/15					
1 DEVON AV FIELD LIGHTS HH2015-3	2,000.00	C-04-55-807-802	B 2014-1409(2) Devon Ave Sanitary Landfill	A	08/13
2 DEVON AV FIELD LIGHTS HH2015-3	4,000.00	C-04-55-807-802	B 2014-1409(2) Devon Ave Sanitary Landfill	A	08/13
3 MAPLE AV EMERG REPAIR HH2015-3	3,596.50	C-04-55-807-802	B 2014-1409(2) Devon Ave Sanitary Landfill	A	08/13
	9,596.50				
Vendor Total:	9,596.50				
BANTB BANTLE'S BANNERS & SIGNS					
15-01090 07/23/15					
1 TEE SHIRTS WITH HHPD IMPRINT	157.50	T-13-56-860-810	B Reserve Police Donations (508)	A	07/23
Vendor Total:	157.50				
BOLLI BOLLINGER, INC RX ADMIN					
15-01203 08/14/15					
1 PRESCRIPTION DRUG SEPT 2015	20,840.33	5-01-23-220-246	B Prescriptions - Bollinger	A	08/14
Vendor Total:	20,840.33				
BOWMA BOWMAN AND COMPANY LLP					
15-01153 08/03/15					
1 SECONDARY MARKET DISCLOSE REPO	10.92	C-04-55-806-901	B 2010:1333B SOF FURNITURE/EQUIPMENT	A	08/03
2 SECONDARY MARKET DISCLOSE REPO	0.73	C-04-55-806-904	B 2010:1333E FUEL TANK & ELECTRONIC LIFT	A	08/10
3 SECONDARY MARKET DISCLOSE REPO	138.89	C-04-55-806-907	B 2010:1333H DEVON AVE, CONSERV & REC ZONE	A	08/10
4 SECONDARY MARKET DISCLOSE REPO	10.20	C-04-55-807-303	B 2011:1369C ROADS & PARKING LOTS	A	08/10
5 SECONDARY MARKET DISCLOSE REPO	260.64	C-04-55-807-305	B 2011:1369E REMEDIATION OLD DPW SITE	A	08/10
6 SECONDARY MARKET DISCLOSE REPO	132.00	C-04-55-807-406	B 2012:1382(6) CERVINO BLDG IMPROVEMENTS	A	08/10
7 SECONDARY MARKET DISCLOSE REPO	445.98	C-04-55-807-408	B 2012:1382(8) FIREPROOF STORAGE CABINETS	A	08/10

Vendor # Name / PO # / PO Date / Description / Item Description	Amount	Contract / Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc D
BOWMA BOWMAN AND COMPANY LLP	Continued				
15-01153 08/03/15		Continued			
8 SECONDARY MARKET DISCLOSE REPO	309.00	C-04-55-807-409	B 2012:1382(9) RECORDING EQUIPMENT	A	08/10
9 SECONDARY MARKET DISCLOSE REPO	242.48	C-04-55-807-603	B 2013:1400(3)Improve to Roads	A	08/10
10 SECONDARY MARKET DISCLOSE REPO	61.00	C-04-55-808-801	B 2014-1411(1) IT/Misc Office Equip	A	08/10
11 SECONDARY MARKET DISCLOSE REPO	20.72	C-04-55-808-802	B 2014:1411(2) Police Misc Equip	A	08/10
12 SECONDARY MARKET DISCLOSE REPO	133.96	C-04-55-808-803	B 2014:1411(3) Public Works Vehicles/Equip	A	08/10
13 SECONDARY MARKET DISCLOSE REPO	233.48	C-04-55-808-808	B 2014:1411(8) Picnic Table Replacement	A	08/10
	2,000.00				
Vendor Total:	2,000.00				
CAMDR CONVANTA ENERGY, LLC					
15-01191 08/11/15					
1 HOUSEHOLD TRASH JULY 2015	14,607.38	5-01-32-465-217	B Solid Waste -Camden Resource Recovery	A	08/11
2 RECYCLE TAX PER TON JULY 2015	699.03	5-01-32-465-302	B Recycling Tax	A	08/11
	15,306.41				
Vendor Total:	15,306.41				
COMC COMCAST					
15-01072 07/17/15					
1 HI SPEED INTERNET HHFD	124.40	5-01-31-440-216	B Regular Telephones	A	07/17
15-01177 08/10/15					
1 HI SPEED INTERNET SOF AUG 2015	137.85	5-01-31-440-216	B Regular Telephones	A	08/10
Vendor Total:	262.25				
COUNC COUNTY CONSERVATION CO					
15-01166 08/07/15					
1 YARD TRIM DISPO W/E 7/31/15	594.00	5-01-32-465-218	B Solid Waste - Brush Pickup	A	08/07
15-01184 08/10/15					
1 YARD TRIM DISPO W/E 8/6/15	504.00	5-01-32-465-218	B Solid Waste - Brush Pickup	A	08/10
Vendor Total:	1,098.00				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc D
COURP COURIER POST					
15-01187 08/10/15					
1 NOTICE OF CONTRACT AWARD	17.10	5-01-20-120-217	B Clerk - Legal Advertising	A	08/10
2 SYNOPSIS OF AUDIT REPORT	144.45	5-01-20-120-217	B Clerk - Legal Advertising	A	08/10
3 BOND ORD ADOPTION	34.20	5-01-20-120-217	B Clerk - Legal Advertising	A	08/10
4 NOTICE TO BIDDERS	23.85	5-01-20-120-217	B Clerk - Legal Advertising	A	08/10
	219.60				
Vendor Total:	219.60				
DEERP DEER PARK WATER					
15-01181 08/10/15					
1 BOTTLED WATER JULY 2015	144.15	5-01-20-120-279	B Clerk - Bottled Water	A	08/10
Vendor Total:	144.15				
DEJAN DEJANA TRUCK & UTILIY EQUIP					
15-01164 08/07/15 Parts for Leafer					
1 Parts for Leafer	465.10	G-02-41-771-301	B RECYCLING TONNAGE GRANT	A	08/07
Vendor Total:	465.10				
GARDH GARDEN STATE HIGHWAY PROD.					
15-01161 08/07/15 Yellow Street Paint					
1 Yellow Street Paint	450.00	5-01-26-290-258	B Public Works - Street Maint/Repairs	A	08/07
Vendor Total:	450.00				
GAREK KEVIN GAREMORE					
15-01134 07/30/15					
1 COLLEGE TUITION REIMBURSEMENT	1,236.37	5-01-25-240-229	B Police - College Reimbursement	A	07/30
Vendor Total:	1,236.37				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc D
GENSI GENSERVE INC					
15-01197 08/13/15					
1 INSTALLED & TEST REBUILT START	1,330.45	5-01-26-310-254	B Build/Grounds - Maint/Repair	A	08/13
Vendor Total:	1,330.45				
HOMED THE HOME DEPOT					
15-01058 07/16/15					
1 PAINT FOR POLICE STATION	186.33	5-01-26-310-254	B Build/Grounds - Maint/Repair	A	07/16
Vendor Total:	186.33				
HOOVT HOOVER TRUCK CENTERS, INC.					
15-01163 08/07/15 Air valves Trash Truck 48					
1 Air valves Trash Truck 48	73.87	G-02-41-771-301	B RECYCLING TONNAGE GRANT	A	08/07
Vendor Total:	73.87				
HUNTT HUNTER TRUCK SALES & SERVICE					
15-01149 08/03/15					
1 HEATER HOSE FOR TRASH TRUCK	15.98	G-02-41-771-301	B RECYCLING TONNAGE GRANT	A	08/03
Vendor Total:	15.98				
INTEM INTERSTATE MOBILE CARE INC					
15-01104 07/24/15					
1 REQ PHYSICALS FOR FIREFIGHTERS	364.00	5-01-25-265-229	B Fire - OSHA Medical Evaluation	A	07/24
Vendor Total:	364.00				
KINKD DANIEL KINKLER					
15-01136 07/30/15					
1 COLLEGE TUITION REIMBURSEMENT	1,044.00	5-01-25-240-229	B Police - College Reimbursement	A	07/30
Vendor Total:	1,044.00				

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc D
KONPF KONICA MINOLTA PRIMIER FINANCE					
15-01158 08/03/15					
1 MUNI BLDG LEASE AUG 2015	256.49	5-01-20-100-516	B Service Contracts	A	08/03
Vendor Total:	256.49				
LAURE LAUREL LAWN MOWER SERVICE INC					
15-01193 08/12/15					
1 WEED WACKER HEADS STRING	189.95	5-01-26-310-254	B Build/Grounds - Maint/Repair	A	08/12
Vendor Total:	189.95				
LIGHB BRETT LIGHTNER					
15-01135 07/30/15					
1 COLLEGE TUITION REIMBURSEMENT	1,236.37	5-01-25-240-229	B Police - College Reimbursement	A	07/30
Vendor Total:	1,236.37				
LYNSS LYNEER STAFFING SOLUTIONS					
15-01160 08/04/15					
1 TEMPORARY WORKERS W/E 7/26/15	923.40	5-01-26-290-280	B Public Works - Temporary Workers	A	08/04
15-01169 08/10/15					
1 TEMPORARY WORKERS W/E 8/2/15	1,436.40	5-01-26-290-280	B Public Works - Temporary Workers	A	08/10
Vendor Total:	2,359.80				
MULTT MULTI-TEMP					
15-01156 08/03/15					
1 FIX POWER TO CHILLED WATER PUM	154.50	5-01-26-310-254	B Build/Grounds - Maint/Repair	A	08/03
Vendor Total:	154.50				
NAPA NAPA AUTO PARTS					
15-01007 07/07/15					
1 VEHICLE PARTS DPW JULY 2015	245.72	5-01-26-315-202	B Vehicle Maint - Public Works	A	07/07

Vendor # Name / PO # / PO Date / Description / Item Description	Amount	Contract / Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc D
NAPA NAPA AUTO PARTS	Continued				
15-01007 07/07/15		Continued			
2 VEHICLE PARTS HHPD JULY 2015	215.42	5-01-26-315-205	B Vehicle Maint - Police	A	07/07
	461.14				
Vendor Total:	461.14				
NJAMB NJ AMERICAN WATER					
15-01168 08/10/15					
1 135 HYDTS JULY 2015	5,886.00	5-01-25-265-389	B Fire Hydrant Water Service	A	08/10
15-01175 08/10/15					
1 321 LIPPENCOTT AVE JULY 2015	46.80	5-01-31-445-289	B Water Service	A	08/10
2 625 STATION AVE JULY 2015	59.42	5-01-31-445-289	B Water Service	A	08/10
3 WEST HIGH ST BALLFD JULY 2015	46.67	5-01-31-445-289	B Water Service	A	08/10
4 514 ATLANTIC AVE JULY 2015	53.17	5-01-31-445-289	B Water Service	A	08/10
5 WALNUT & DEVON HHYA JULY 2015	709.70	5-01-31-445-289	B Water Service	A	08/10
6 HH LOG CABIN JULY 2015	19.94	5-01-31-445-289	B Water Service	A	08/10
7 HHYA WALNUT & DEVON JULY 2015	760.71	5-01-31-445-289	B Water Service	A	08/10
8 13 GLOVER AVE IRRIG JULY 2015	19.94	T-13-56-860-819	B Reserve Community Garden Expenses (516)	A	08/10
	1,716.35				
Vendor Total:	7,602.35				
NJDOR TREASURER STATE OF NJ					
15-00676 04/30/15					
1 SITE REMED LSRP ANNUAL FEE	6,215.00	C-04-55-807-802	B 2014-1409(2) Devon Ave Sanitary Landfill	A	04/30
Vendor Total:	6,215.00				
NJHSS NJ DEPT. HEALTH & SENIOR SVCS.					
15-01152 08/03/15					
1 MONTHLY ANIMAL LIC JULY 2015	3.60	T-12-56-850-801	B Reserve Dog Trust Expenses	A	08/03
Vendor Total:	3.60				

Vendor # Name / PO # / PO Date / Description / Item Description	Amount	Contract / Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc D
NJRBF SOUTHERN NJ REGIONAL BENFITS					
15-01204 08/14/15					
1 ACTIVE EMPOLYEES AUGUST 2015	31,065.00	5-01-23-220-242	B Active Employee State Health Insurance	A	08/14
2 RETIREES AUGUST 2015	39,801.00	5-01-23-220-234	B Retirees Health Insurance	A	08/14
	70,866.00				
Vendor Total:	70,866.00				
NJTRE TREASURER STATE OF NEW JERSEY					
15-01178 08/10/15					
1 1992 GREEN TRUST FUND	1,172.65	5-01-45-940-251	B Green Acres Interest	A	08/10
2 BARR RECREATION COMPLEX	5,978.42	5-01-45-940-250	B Green Acres Principal	A	08/10
	7,151.07				
Vendor Total:	7,151.07				
OFFIB OFFICE BASICS, INC.					
15-01154 08/03/15					
1 CARTRIDGE NOTE PADS KEYBOARD	123.10	5-01-20-100-311	B Office Supplies	A	08/03
2 ENVELOPE CAT SELF 9X12	27.38	5-01-20-100-311	B Office Supplies	A	08/03
	150.48				
15-01188 08/10/15					
1 MARKERS CLIPS POST-INS STAPLES	129.48	5-01-20-100-311	B Office Supplies	A	08/10
15-01201 08/13/15					
1 CARTRIDGE INK JET	22.34	5-01-20-100-311	B Office Supplies	A	08/13
2 HIGHLIGHTER CLIPS ERASER	12.60	5-01-20-100-311	B Office Supplies	A	08/13
	34.94				
Vendor Total:	314.90				
ONECA ONE CALL CONCEPTS					
15-01159 08/03/15					
1 MARK OUTS FOR JULY 2015	63.24	5-01-26-290-254	B Public Works - Sewer Maint/Repairs	A	08/03
Vendor Total:	63.24				

Vendor # Name / PO # / PO Date / Description / Item Description	Amount	Contract / Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc D
PAULS PAUL'S CUSTOMS AWARDS					
15-01080 07/23/15					
1 CUSTOM PLATES W/ENGRAVING	6.00	5-01-25-240-226	B Police - Awards	A	07/23
Vendor Total:	6.00				
PEDRO PEDRONI					
15-01165 08/07/15					
1 NO LEAD GAS	2,657.59	5-01-31-460-275	B Unleaded Gas	A	08/07
15-01196 08/13/15					
1 DIESEL FUEL	692.90	5-01-31-460-276	B Diesel Fuel	A	08/13
Vendor Total:	3,350.55				
PIRYM MIKE PIRYLIS					
15-01103 07/24/15					
1 SKYSCRAPPER 26 UN-PARIS CARPET	753.60	C-04-55-807-604	B 2013:1400(4) Improve to Municipal Build	A	07/24
Vendor Total:	753.60				
POLLC POLLUTION CONTROL FIN AUTH					
15-01170 08/10/15					
1 ELECTRONIC WASTE	218.96	G-02-41-771-301	B RECYCLING TONNAGE GRANT	A	08/10
Vendor Total:	218.96				
PSEGR PSE&G					
15-01157 08/03/15					
1 WEST HIGH STREET	229.61	5-01-31-430-288	B Electric & Gas	A	08/03
2 W HIGH & 8TH	53.49	5-01-31-430-288	B Electric & Gas	A	08/03
3 S PARK AVE P60406	4.26	5-01-31-430-288	B Electric & Gas	A	08/03
4 321 7TH AVE	988.99	5-01-31-430-288	B Electric & Gas	A	08/03
5 514 W. ATLANTIC AVE SOF	903.54	5-01-31-430-288	B Electric & Gas	A	08/03
	2,179.89				
15-01186 08/10/15					
1 DEVON AVE P#61076 AUGUST 2015	26.82	5-01-31-430-288	B Electric & Gas	A	08/10

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc D
PSEGR PSE&G	Continued				
15-01186 08/10/15		Continued			
2 E. ATLANTIC AVE P#01310 AUG 15	26.82	5-01-31-430-288	B Electric & Gas	A	08/10
	53.64				
15-01195 08/12/15					
1 STREET LIGHTING JULY 2015	6,099.76	5-01-31-435-288	B Street Lighting	A	08/12
2 OTHER LIGHTING JULY 2015	4,683.46	5-01-31-430-288	B Electric & Gas	A	08/12
	10,783.22				
Vendor Total:	13,016.75				
PUBSU PUBLIC SAFETY UNLIMITED LLC					
15-00134 01/22/15					
1 SURVIVAL ARMOUR/VEST	2,856.02	T-13-56-860-810	B Reserve Police Donations (508)	A	01/22
2 SURVIVAL ARMOUR/ICW PLATE	864.00	T-13-56-860-810	B Reserve Police Donations (508)	A	01/22
3 SURVIVAL ARMOUR/ID PLATE	36.00	T-13-56-860-810	B Reserve Police Donations (508)	A	01/22
4 SURVIVAL ARMOUR/DBL STACK M4	155.00	T-13-56-860-810	B Reserve Police Donations (508)	A	01/22
	3,911.02				
Vendor Total:	3,911.02				
RETRO THE RETROSPECT					
15-01194 08/12/15					
1 CONTRACT AWARD & PROOF RE TRUC	17.75	5-01-20-120-217	B Clerk - Legal Advertising	A	08/12
2 PLAN BOARD ACTION & PROOF	49.37	5-01-20-120-217	B Clerk - Legal Advertising	A	08/12
	67.12				
Vendor Total:	67.12				
SCARM MICHAEL SCARDINO					
15-01138 07/30/15					
1 COLLEGE TUITION REIMBURSEMENT	1,236.37	5-01-25-240-229	B Police - College Reimbursement	A	07/30
Vendor Total:	1,236.37				

Vendor # Name / PO # / PO Date / Description / Item Description	Amount	Contract / Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc D
SCHNT THOMAS SCHNEIDER					
15-01137 07/30/15					
1 COLLEGE TUITION REIMBURSEMENT	1,236.37	5-01-25-240-229	B Police - College Reimbursement	A	07/30
Vendor Total:	1,236.37				
SINGG SINGLEY & GINDELE, AT LAW LLC					
15-01189 08/11/15					
1 PROSECUTOR SERVICES MAY	750.00	5-01-25-275-113	B Prosecutor	A	08/11
2 PROSECUTOR SERVICES JUNE	750.00	5-01-25-275-113	B Prosecutor	A	08/11
3 PROSECUTOR SERVICES JULY	750.00	5-01-25-275-113	B Prosecutor	A	08/11
	2,250.00				
Vendor Total:	2,250.00				
SIRCF SIRCHIE FINGER PRINT LABS					
15-01079 07/23/15					
1 IEB7500 INTEGRITY BAGS	71.85	5-01-25-240-221	B Police - Detective Expense	A	07/23
Vendor Total:	71.85				
SJSAN SOUTH JERSEY SANITATION					
15-01167 08/10/15					
1 CURBSIDE TRASH JULY 2015	28,500.00	5-01-26-305-202	B Trash - SJ Sanitation	A	08/10
15-01179 08/10/15					
1 CONTAMINATED LOAD 7/7/2015	200.00	5-01-26-305-202	B Trash - SJ Sanitation	A	08/10
Vendor Total:	28,700.00				
SPADF FRANK SPADEA JR					
15-01172 08/10/15					
1 UNIFORMS & BOOTS 2015	550.00	5-01-26-290-235	B Public Works - Purchase Uniforms	A	08/10
Vendor Total:	550.00				

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc D
THORE THOMSON REUTERS					
15-00999 07/07/15					
1 NJ STATE LAW INSERTS 2015	560.00	5-01-20-120-238	B Clerk - Operation Mat'l & Supplies	A	07/07
Vendor Total:	560.00				
TIREC TIRE CORRAL					
15-01199 08/13/15					
1 NEW TIRE FOR HHPD CAR 18-2	147.69	5-01-26-315-205	B Vehicle Maint - Police	A	08/13
Vendor Total:	147.69				
USPOS UNITED STATES POSTAL SERVICE					
15-01202 08/14/15					
1 RENEWAL OF BULK PERMIT #1027	511.94	5-01-20-100-212	B Postage	A	08/14
Vendor Total:	511.94				
VER48 VERIZON					
15-01155 08/03/15					
1 REGULAR PHONES HHFD JULY 2015	56.58	5-01-31-440-216	B Regular Telephones	A	08/03
Vendor Total:	56.58				
VERIW VERIZON WIRELESS					
15-01180 08/10/15					
1 HHPD MDT'S JULY 2015	42.63	5-01-31-440-216	B Regular Telephones	A	08/10
Vendor Total:	42.63				

Total Purchase Orders: 67 Total P.O. Line Items: 110 Total List Amount: 209,850.84 Total Void Amount: 0.00

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	5-01	186,224.77	0.00	0.00	186,224.77
GENERAL CAPITAL FUND	C-04	18,565.10	0.00	0.00	18,565.10
	G-02	968.91	0.00	0.00	968.91
DOG TRUST (ANIMAL)	T-12	3.60	0.00	0.00	3.60
TRUST - OTHER TRUST	T-13	4,088.46	0.00	0.00	4,088.46
Year Total:		4,092.06	0.00	0.00	4,092.06
Total Of All Funds:		209,850.84	0.00	0.00	209,850.84

187,193.68

RESOLUTION 2015:168

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

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

WHEREAS, the *Open Public Meetings Act, N.J.S.A. 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 N.J.S.A. 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.

_____ (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.

_____ (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.

__X__ (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. ***Matter related to Civil Action of Heather Grieco, vs. Borough of Haddon Heights, Kelly Santosusso, Borough Clerk in her official capacity as Custodian of the Records, and Katilyn Compton, Deputy Borough Clerk in her official capacity as Custodian of the Records. Discussion will be approximately ½ hr. in duration. Formal Action May be Taken.***

__X__ (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. ***Matter related to the Plumbing Sub Code Official's salary. Discussion will be approximately ½ hr. in duration. Formal Action May be Taken.***

_____ (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 August 18, 2015 that an Executive Session closed to the public shall be held on August 18, 2015 at approximately 7:45 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 Executive 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.

This resolution was duly adopted by the Governing Body of the Borough of Haddon Heights at a public meeting held on August 18, 2015.

_____
Mayor Edward S. Forte, Jr.

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2015:169

RESOLUTION AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE BOROUGH OF HADDON HEIGHTS AND THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR YEAR XXXVII (2015-2016) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

WHEREAS, the Borough of Haddon Heights is entitled to Community Development Block Grant Funding; and

WHEREAS, the Governing Body submitted an application for Program Year 37 (2015-2016); and

WHEREAS, the estimated grant allocation for Year 37 (2015-2016) for the Borough of Haddon Heights is $17,900 for the rollowing project; and

REMOVAL OF BARRIER CURB CUTS BORO WIDE

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Haddon Heights, County of Camden, State of New Jersey that the Mayor is hereby authorized to execute and Agreement between the Borough of Haddon Heights and the Camden County Improvement Authority for Program Year 37 (2015-2016) for the purpose of removal of barrier curb cuts throughout the Borough.

Date: August 18, 2015

_____
Mayor Edward S. Forte, Jr.

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

CERTIFICATION

I, Kelly Santosusso, Clerk of the Borough of Haddon Heights do hereby certify the foregoing resolution is a true and complete copy of a resolution adopted at a public meeting of the Governing Body on August 18, 2015.

_____
Kelly Santosusso, RMC, Borough Clerk

Year XXXVII
COMMUNITY DEVELOPMENT GRANT AGREEMENT

Agreement made this _____ **day of** _____**, 2015**, is for the 37th Year (2015-2016) of the Urban County Community Development Block Grant between the Camden County Improvement Authority (CCIA) located at 2220 Voorhees Town Center, Voorhees, New Jersey 08043 on the behalf of the County of Camden, State of New Jersey, 520 Market Street, Camden, NJ 08108, (hereinafter referred to as the "County") and **The Borough of Haddon Heights** 625 Station Ave, Haddon Heights, NJ 08035 (hereinafter referred to as the "Municipality").

WITNESSETH THAT:

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

WHEREAS, the County has achieved "Urban County" status in accordance with the requirements set forth in Title I of the Housing and Community Development Act of 1974, as amended and the Housing and Urban-Rural Recovery Act of 1983 (the "Act"); and

WHEREAS, the County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act, as amended, for an Entitlement Grant ; and

WHEREAS, this Grant is administered for the County by the Camden County Improvement Authority (CCIA).

WHEREAS, the Municipality has proposed certain activities to be carried out under the 37th Year Program: and

WHEREAS, the County has approved funding for eligible project(s) of the Municipality from said grant and desires the Municipality to undertake said project(s)

NOW, THEREFORE, intending to be legally bound, the parties do mutually agree as follows:

1. Scope of Services.

The County and Municipality shall perform the following necessary services provided under this Agreement in connection with carrying out the above mentioned Program:

A. The Municipality represents that it has adopted a resolution or ordinance, approving this Agreement and the undertaking of the project(s) as included and specified in the Application and this Agreement. The Municipality agrees and warrants that it shall completely implement the project(s) in accordance with the provisions of the Act, state law, and all applicable federal laws and regulations, this Agreement, the Application for Program Year XXXVII (2015-2016), and the Community Development Block Grant (hereinafter referred to as CDBG) Guidelines administered and provided by the CCIA. The project(s) are more specifically described in Section 2.

B. The Municipality shall indemnify, defend and hold harmless the Authority and the County from and against any claim (including any claim brought by persons, firms or corporations hired or retained by the Municipality), liability damage, or expense (including attorney's fees) that the County may incur relating to, arising out of, or existing by reason of the Municipality's performance or breach of this Agreement.

C. If a sign is to be erected at the project site, said sign shall contain an acknowledgment of Funds provided by the Program.

D. The Municipality shall operate and maintain the facility in accordance with no less than/ the minimal standards as may be required or prescribed by the applicable federal, state, and local agencies for the maintenance and operation of such facilities.

E. The following shall be the obligations, functions, and responsibilities of the parties hereto as follows:

1) The administrative functions and responsibilities of the CCIA on the behalf of the County are as follows:

a. Preparing and filing the Application with HUD.

b. Providing the Municipality with technical assistance relating to the implementation and undertaking of the project in accordance with the requirements and specifications of the Program.

c. Completing all required Environmental Review Procedures and Requirements, in accordance with the terms and conditions of this Agreement, including but not limited to the preparation of Draft and Final Environmental Impact Statements, if they are determined by the County to be required.

d. Monitoring all project records that are to be kept by the Municipality to determine that records are being kept in accordance with the provisions of this Agreement and all applicable requirements.(HUD 24 CFR parts 84&85)

e. CCIA retains the right to inspect the work of any contractor, engineer, or architect working on the project at any reasonable time.

f. Administering the Funds received from HUD including, but not limited to, the disbursement thereof.

g. Preparing and filing with HUD an annual Community Development grantee performance report.

2) The administrative functions and responsibilities of the Municipality are as follows:

a. Formulating the Municipality's project proposal.

b. Providing the required documentation to enable CCIA to complete environmental clearances, approvals and permits.

c. Administering and implementing the project, including the maintaining of all records and entry of all contracts necessary to implement the project, all of which shall be in accordance with all applicable federal and state laws and regulations, and the provisions of this Agreement.

d. Obtaining any and all necessary rights-of-way easements, and local approvals prior to the construction of any project.

e. Notification to CCIA of intent to bid a project.

f. The advertisement for bids/quotes in accordance with the County CDBG Program Requirements.

g. Inclusion any language required by HUD, County and CCIA in all bid documents and contracts.

h. Awarding any project to the lowest responsible bidder.

i. Obtaining the appropriate prevailing wage rates for the inclusion in any contract and shall enforce the Federal Labor Standards Provisions (Davis-Bacon Act-DBA). CCIA shall cooperate in the enforcement of Federal Labor Standard Provisions (Davis-Bacon Act –DBA).

j. Notification to CCIA of Date, Site, and Time of a Preconstruction / Conference. Contractor(s) shall not be permitted to begin construction until such meeting is conducted with a CCIA staff member present.

k. Additionally, the Municipality shall retain any financial records relating to the project for at least five (5) years from the date of completion of work.

l. The responsibility for inspection of all work of any contractor, engineer, or architect working on any municipal project and shall certify the completion of work.

m. Assuring that any contractor, engineer, or architect working on the project shall follow all requirements of the Act and applicable regulations and CCIA Guidelines.

2. Project(s) Description, Location, and Funding Amount.

A Project **Removal of Barrier Curb Cuts**

1) **Project Location** Boro wide
2) **Census Tract Number** Boro Wide
3) **Block Group Number**
4) **Description**
Installation of ADA curb cuts on SYCAMORE and HIGH streets, and/or other CDBG eligible activities.

5) **Breakdown of Funding** $17,900
   a. **Architectural • Engineering • Administration**
   b. **Construction • Renovation • Demolition • Removal**
   c. **Purchase of Equipment, etc.**
   d. **Other (Describe)**

Total Year Funds

3. Activity Performance, Revisions and Amendments.

A. Activity Commencement.

1) The Municipality shall have thirty (30) days after receipt of this Agreement to authorize a project consultant to begin design of your proposed CDBG activity.

2) Activity design shall begin within three (3) months of receipt of Agreement.

3) Projects should be advertised for bid within six (6) months of receipt of Agreement.

4) Construction contracts shall be executed within eight (8) months of receipt of Agreement.

5) The activity shall be completed within eighteen (18) months of receipt of Agreement.

6) Should the deadlines specified above not be met, the Municipality's grant shall revert to the Program for redistribution. Extensions (for good cause) may be granted UPON WRITTEN REQUEST TO THE CCIA ONLY PRIOR TO THE ABOVE DEADLINES. The CCIA and HUD shall determine each extension on a case-by-case basis.

B. Timely Manner.

Each funded activity shall be reviewed by the CCIA staff for progress. If an activity shows no significant progress, the Municipality shall be required to submit written status reports detailing the problems encountered or the reasons for the lack of significant progress. Significant progress shall be determined by the CCIA staff on a case-by-case basis. Furthermore, if the CCIA determines that an activity is not progressing in a timely manner the CCIA retains the prerogative to implement or administer the activity directly.

C. Revisions and Amendments to Municipal Projects.

All revisions and amendments to municipal projects shall be submitted within six (6) months of receipt of grant agreement and meet the following criteria:

1) Any site change(s) shall be located in an approved eligible Census Area (block group); or the site change shall ensure that the relevant service area principally services low and moderate income persons.

2) The site change shall not alter the intent of the original activity (i.e., - benefit to low and moderate income persons).

3) All revisions shall be granted upon approval, in writing by the CCIA. Prior to submitting changes in the Program, requests for project revisions or amendments shall be made in writing to the Executive Director of the CCIA. No changes or revisions are effective until written confirmation of approval has been given. These procedures shall supersede all existing procedures for program revisions and amendments.

4) Such changes, which are agreed upon by and between the County and the Municipality, and if necessary, approved by HUD, shall be made a part of this Agreement.

5) Any additional costs for environmental reviews shall be borne by the Municipality.

6) All revisions and amendments shall maintain the same timetable of implementation as the original project(s).

4. Compliance with Local Laws.

The Municipality shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments, and the CCIA, CDBG Guidelines, which guidelines are available upon request.

5. Compliance by Municipality with Assurances, Application, and Grant Agreement.

The Municipality in accepting and using federal funds agrees to conform its Program to the assurances set forth in the Application and Grant Agreement.

6. Conformance of Municipal Programs with the Community Development Block Grant Regulations.

To the extent applicable, the Municipality shall carry out all assigned activities in accordance with relevant federal regulations including, but not limited to, the Program Management of the Community Development Block Grant Regulation, 24 CFR 570, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments" The common rule, and OMB Circular number A-87 "Cost Principles Applicable to Grants and Contracts with State and Local Governments", 24 CFR Part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments", as modified by 24 CFR 570.502(a), OMB Circular A-133, "Audits of States, Local Governments and Non-

Profit Organizations, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, The New Jersey Energy Policy and Conservation Act, and other applicable laws. The Municipality also acknowledges that it is subject to the same requirements applicable to sub-recipients, including the requirement for a written agreement set forth in 24 CFR 570.503. The Municipality also acknowledges that any non-governmental sub-recipients (including non-profits) shall also comply with the OMB Circular A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular A-21 "Cost Principles for Educational Institutions," as applicable, 24 CFR Part 84, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(b).

7. Agreement Compensations.

The County of Camden shall pay to the Municipality from its Funds the amount of **$__17,900.00_____** which shall constitute full and complete compensation for the project(s) contained hereunder and described more fully in Section 2.

Such sum shall be paid in the following manner:

A. In every case subject to the receipt of a voucher for payment, (including an invoice from the sub-recipient) from the Municipality specifying the work performed under this Agreement is in conformance with the Agreement and that it is entitled to receive the amount requested under the terms of this Agreement.

B. The Municipality shall submit along with the voucher, certification from the architect, engineer, or project manager that the payments requested corresponds with the percentage of work completed.

C. All expenses or costs incurred by the Municipality, now or in the future, whether foreseen or not, over and above the amount specified in this paragraph, shall be paid by the Municipality out of local municipal funds. Such expenses shall include, but not limited to the following: All Fees and salaries paid to third parties, insurance, all municipal, county, state, or federal permits, licenses, costs for performance and maintenance and surety bonds, all construction costs, taxes, purchase price for tracts of land or buildings; rent advertising costs and all other expenses and salaries which may be required to carry out the intent and goal of this Agreement. From the date of enactment the maximum allowable fee for administration to include, but not limited to all Architectural and Engineering Fees shall not exceed 18% of project(s) funds. No municipalities shall be given permission to administer local Single Family Owner Occupied Housing Rehabilitation Programs.

D. Any unexpended or unencumbered funds remaining shall be returned to the County within 60 days from the termination of the Agreement or project.

8. Termination for Cause.

If, through any cause, the Municipality shall fail to fulfill in timely and proper manner (as described in Section 3. above) its obligations under this Agreement, or if the Municipality shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Municipality of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data studied, and reports prepared by the Municipality under the

Agreement shall, at the option of the County become its property. Upon termination of this Agreement pursuant to Paragraph 7 above, the Municipality shall forthwith return all unexpended proceeds of the grant to the county.

9. Termination for Convenience of County.

The County may terminate this Agreement upon five (5) days' notice in writing from the County to the Municipality. If the Agreement is terminated by the County as provided herein, the Municipality shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Municipality covered by this Agreement, less payments of compensation previously made; Provided however, that if less than sixty percent of the services covered by this Agreement have been performed upon the effective date of such determination, the Municipality shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Municipality during the Agreement period which are directly attributable to the uncompleted portion of the services covered by the Agreement. If this Agreement is terminated due to the fault of the Municipality, Paragraph 8 above, relative to termination shall apply.

10. Indemnification.

The Municipality shall indemnify and save County harmless from any and all judgment, costs, expenses, including attorney fees and claims on account of breach of contract, damaged property or personal injuries (including death) which may be sustained by Municipality, Municipality's employees or agents, or County's employees or agents or third persons, or member of the general public arising out of in any way connected with work done under this Agreement.

11. Assignability.

The Municipality shall not assign any interest in this Agreement, and shall not transfer in the same (whether by assignment or novation) without the prior written approval of the County; provided, however, that claims under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a Trustee in bankruptcy, without such approval. Written notice of any assignment or transfer shall be furnished promptly to the County.

12. Audit and Monitoring.

The County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any and all contracts, books, documents, papers, and records of the Municipality which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts, and transcriptions. The Municipality agrees to permit the County the right to make on-site visits to any project.

13. Sub-recipient Audits:

A. Audits of State Local Governments

1) State and local governments or authorities receiving $100,000 or more a year in Federal financial assistance shall have an audit conducted in accordance with the Single Audit Act.

2) State or local governments or authorities receiving between $25,000 and $100,000 a year shall have an audit conducted in accordance with the Single Audit Act;

3) State or local governments or authorities receiving less than $25,000 a year shall be exempt from compliance with the Single Audit Act and other Federal audit requirements. Such state and local governments and authorities shall comply with audit requirements prescribed by state or local law or regulation.

B. Audits of States, Local Governments and Non Profit Organizations (OMB Circular A-133 §_____.200 of the attachment to Circular No. A-133 published in the Federal Register June 27, 2003)

1) Non-Federal entities that expend $500,000 or more in a year Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

2) Non-Federal entities that expend $500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with §_____.500 of the attachment to Circular No. A-133 published in the Federal Register June 27, 2003 except when they elect to have a program-specific audit conducted in accordance with Paragraph (3) of this section.

3) When an auditee expends Federal awards under only one Federal program and the Federal programs laws, requisitions, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §_____.235 of the attachment to Circular No. A-133 published in the Federal Register June 27, 2003.

4) Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in §_____.215(a) of the attachment to Circular No. A-133 published in the Federal Register June 27, 2003, but records shall be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

14. Program Income:

As per 24 CFR § 570.503(3), all program income received by the sub-recipient must be identified and returned to the County.

A. For purposes of this paragraph 14, the term "program income" means: gross income that is received by either a recipient or sub-recipient and has been directly generated from the use of CDBG funds, except as provided in 24 CFR § 570.503(a)(4). For those program income-generating activities that are only partially assisted with CDBG funds, such income is prorated to reflect the actual percentage of CDBG funds that were used.

Program income includes, but is not limited to, the following:

1) Proceeds from the disposition by sale or long-term lease (15 years or more) of real property purchased or improved with CDBG funds.
2) Proceeds from the disposition of equipment bought with CDBG funds
3) Gross income from the use or rental of real property that has been constructed or improved with CDBG funds and that is owned (in whole or in part) by the recipient or sub-recipient. Costs incidental to the generation of the income are deducted from the gross income.
4) Proceeds from the sale of loans made with CDBG funds.
5) Proceeds from the sale of obligations secured by loans made with CDBG funds any interest earned on funds held in a revolving fund account.
6) Any interest earned on program income pending its disposition.
7) Funds collected through special assessments that are made against properties owned and occupied by non-low and moderate-income households where the assessments have been made to recover some or the entire CDBG portion of a public improvement.

Program income does not include:

1) Interest earned on grant advances from the U.S. Treasury. Any interest earned on grant advances is required to be returned to the U.S. Treasury.
2) Proceeds from fund-raising activities earned out by sub-recipients that are receiving CDBG assistance to implement eligible activities.
3) Funds collected through special assessments that have been made to recover the non-CDBG portion of a public improvement.
4) Proceeds from the disposition by the grantee of real property that has been acquired or improved with CDBG funds when the disposition occurs after grant close-out for entitlement grantees (See 570.505.).
5) Proceeds from the disposition of real property that has been acquired or improved with CD8G funds where the disposition occurs within a five year period (or more if so determined by the grantee) after the expiration of the agreement between the grantee and sub-recipient for that specific agreement where the CDBG funds were provided for the acquisition or improvement of the subject property, See 570 503(b)(8).

15. "Section 3" Compliance with Provisions of Training, Employment, and Business Opportunities.

This Agreement is subject to the regulations of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the funding approval.

The Municipality shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the Section 3 clause set forth in 24 CFR § 135.38;

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135 which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any. a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135 The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

The Municipality agrees to abide by the Section 3 clause set forth above and shall cause or require the Section 3 clause to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement

16. Flood Disaster Program.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (a) of said act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended 42 USC 4001 et seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with the respect to financial assistance for acquisition or construction purposes under Section 102 (a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

17. Equal Employment Opportunity.

A. Activities and contracts not subject to Executive Order 11246 as amended.

In carrying out the Program, the Municipality shall not discriminate against any employee or applicants for employment because of race, color, religion, sex, national origin, familiar status or handicap. The Municipality shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin familiar status or handicap. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discriminating clause. The Municipality shall incorporate the foregoing requirements of this paragraph (A) in all of its contracts for such work and to incorporate such requirements in all of its contractors for such requirements in all subcontracts for Program work.

B. Contracts subject to Executive Order 11246 as amended.

Such contracts shall be subject to Equal Employment Opportunity Regulation at 24 CFR Part 130 applicable to HUD-assisted construction contracts. The Municipality shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the Performance of this Agreement the contractor agrees as follows:

1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familiar status or handicap. The contractor shall take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, familiar status or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.

2) The contractor shall, in all solicitations or advertisements placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, familiar status or handicap.

3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractors' commitment under this section and shall post copies of the notice in conspicuous places available to the employees and applicants for employment.

4) The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and all of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for such purposes of investigation to ascertain compliance with such rules, regulations and orders.

6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized by law.

7) The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each contractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including such sanctions for noncompliance; Provided however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Municipality agrees that it shall be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Municipality so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under contract.

The Municipality agrees that it shall assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of the contractors and subcontractors with equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor for such compliance; and that it shall otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Municipality further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 with a contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts, pursuant to executive order and shall carry out such sanctions and penalties for violation to the equal opportunity clause as may be imposed upon contractor and subcontractors by the Department or Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Municipality agrees that if it fails or refuses to comply with these undertakings the Department may take any or all of the following actions; cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the sub-grantee under the Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Municipality; and refer the case to the Department of Justice for appropriate legal proceedings.

18. Lead-Based Paint Hazards.

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. Any grants or loans made by the Municipality for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations, and the County shall be responsible for the inspections and certifications responsible under section 35.14 (f) thereof.

19. Compliance with Air and Water Acts.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 22, as amended from time to time.

A. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 22.20.

B. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended 42 USC 1857, and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract prompt notice shall be given of any notification received by the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the contractor that he shall include or cause to be included the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the contractor shall take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Act.

20. Federal Labor Standards Provisions.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Municipality and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion, or repair of any building or work financed in whole or in part with assistance under this Agreement shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the sub-grantee of its obligation, if any, to require to be inserted in full, in all such contracts subject to such regulations, provisions, meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of $10,000, 29 CFR 5a. 3.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of applicable regulations of the Department of Labor to receive an award of such contract.

21. Nondiscrimination under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968.

This Agreement is subject to the requirements of Titles VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. in the sale, or lease, or other transfer of land acquired, cleared, or improved, with the assistance provided under this Agreement, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, national origin, familiar status or handicap in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected thereon, and providing that the sub-grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality in undertaking its obligation in carrying out the Program assisted hereunder agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

22. Property Management Standards.

This Agreement is subject to the requirements of Attachment N to the grants management rules of Circular A-102 that prescribes uniform standards governing the utilization and disposition of property acquired in whole or in part with CDBG funds. To comply with these requirements, the Municipality shall not sell, transfer, or change the use of any real property or non-expendable personal property acquired with CDBG funds without the approval of the County.

23. Disposition of Program Income by the Municipality.

All CDBG program income is the property of the County. Program income will be deposited in a contingency fund to be utilized by the Urban County. Any program income received after this Agreement expires shall become the property of the County.

Program income derived from urban county program activities undertaken by or within the jurisdiction of a unit of general local government that thereafter terminates its participation in the urban county shall continue to be a program of the urban county.

24. Reversion of Assets.

Upon the expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable to the use of CDBG funds. Any real property under the Municipality's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is either:

A. Used to meet one of the national objectives until five (5) years after expiration of the agreement, or for such longer period of time as determined by the County, or;

B. Disposed of in a manner that results in the County's being reimbursed in the amount of current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement of the property.

25. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

A. This Agreement is subject to Title II of the Uniform Act and 24 CFR § 42.1, 42.301, 42.305, 42.325, 42.350, 42.375 & 42.390 applicable to all displacement of persons, businesses, nonprofit organizations, and farms occurring as a direct result of any acquisition of real property assisted under this Act.

B. This Agreement is subject to Title III of the Uniform Act and the regulations at 24 CFR § 42 that are applicable to all acquisitions of real property assisted under this Act.

26. Religious and Political Activities

The Municipality is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. (24 CFR 570.200(j), 570.207).

27. Renovation, Rehabilitation, or Conversion of Building Owned by Primarily Religious Organizations or Entities.

Grant Amounts may not be used to renovate, rehabilitate, or convert buildings owned primarily by religious organizations or entities unless the following conditions have been satisfied:

A. The structure (or portion thereof) that is to be renovated, rehabilitated, or converted with HUD assistance has been leased to an existing or newly established wholly secular organization;

B. The HUD assistance is provided to the secular organization (and not the religious organization) to make the improvements;

C. The leased structure will be used exclusively for secular purposes available to all persons;

D. The lease payments paid to the primarily religious organization do not exceed the fair market rent for the structure before the renovation, rehabilitation, or conversion;

E. The portion of the cost of any improvements that benefit any non-leased portion of the structure will be allocated to and paid for by the religious organization; and

F. The primarily religious organization agrees that if the recipient does not retain the use of the leased premises for wholly secular purposes for the useful life of the improvements, the primarily religious organization will pay to the original grantee (from which the amounts used to renovate, rehabilitate, or convert the building were derived) an amount equal to the residual value of the improvements. A private nonprofit organization must remit to HUD this amount if the organization is the lessee as well as the grantee. The original grantee is expected to use this amount to alleviate homelessness in its jurisdiction, but there is no requirement that funds received after the close of the grant period be used in accordance with the requirements of this part.

28. Historic Preservation.

The Municipality shall make every effort to eliminate or minimize any adverse effect on a historic property listed on, or nominated for listing on the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior. All activities affecting such properties are subject to the provisions of 24 CFR 507.604.

29. Architectural Barriers Act of 1968.

This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4221). The design of any facility constructed in this project shall comply with the "American Standard Specification for Making Building and Facilities Accessible, and Usable by the Physically Handicapped" (41 CFR 101-19.603).

30. Copeland "Anti-Kickback" Act.

The Municipality shall include in all contracts, and ensure the inclusion in all subcontracts, a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). The Municipality shall report all suspected or reported violations to the County.

31. Interest of Certain Federal Officials.

No member of or any delegate to the Congress of the United States and no Resident Commissioner is permitted to any share in any part of this Agreement or to any benefit to arising from the same.

32. Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or other Public Officials.

No member, officer, or employee of the Municipality or its designees or agent, no member of the governing body of the locality in which the Program is situated, nor any other public official of such locality or localities who exercises any functions or responsibilities with respect to the Program during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the assistance provided for in this Agreement. The Municipality shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this paragraph 32.

33. Prohibition Against Payments of Bonus or Commission.

The Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of an application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not prohibited if otherwise eligible as Program costs.

34. Municipal Cooperation.

For each Program Year from July 1, to June 30 in which the County elects to file an Application for Funds, the Municipality shall participate as a member Municipality in support of the County's Application for the Program Years and shall execute all documents necessary to effectuate this participation in order to meet the requirements of HUD and the Act. Further, the Municipality shall refrain from executing any documents that impair the ability of the County to obtain Funds under the Act, for the Program Years.

35. Authorized Official.

The Municipality shall provide the County, upon request, the names of their Mayor, Municipal Representative, and Alternate to the County Advisory Board. In communicating with the County concerning the Program, the Municipality shall direct all correspondence to the Director, Community Development Program.

36. Obligations of Municipality with Respect to Third Party Relationships.

The Municipality shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the projects described herein. The Municipality shall cause or require all third party or parties

as herein described to comply with all requirements necessary to ensure that the projects with respect to which assistance is being provided under this Agreement to the Municipality are carried out in accordance with all of the terms and conditions of this Agreement.

37. Audit Requirements.

The Municipality shall permit the County and/or its independent auditors to have access, at a reasonable time and place to the records and financial statements necessary to comply with the following audit requirements as applicable.

State and Local Governments State Funds	N.J.O.M.B. Circular Letter 93-05
Federal Funds	O.M.B. Circular A-133

Copies of the above referenced circulars are available upon request from the Camden County Internal Auditor. All non-profits, institutions of higher education, and state and local government contractors shall annually forward a copy of their Single Audit Report to the County Community Development Office.

38. Modification.

Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Any waiver, modification, amendment, discharge or termination shall be approved in writing by the Camden County Board of Freeholders. In the event any modification involves an additional expenditure of funds by the County or a substantial change in the scope of services to be performed by Municipality or discharge or termination, then such modification shall be effective only upon approval by the Board of Chosen Freeholders.

39. Termination.

Either party may terminate this Agreement upon the giving of fourteen days written notice of termination for material violation of this Agreement and/or any act exposing the other party to liability for personal injury or property damage.

40. No Authority to Bind the County

Municipality has no authority to enter into contracts or agreements on behalf of the County. Municipality is an independent contractor and is not an employee, servant, joint-venture or partner of the County.

41. Assignment

Neither party hereto may assign, either wholly or in part, any of its rights or obligations under this Agreement.

42. Waiver

The failure to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of those provisions.

43. Severability

In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

44. Captions and Headings

The captions in this Agreement are inserted for convenience or reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

45. Dispute Resolution

Any disputes or questions that may arise between the parties as to interpretation of the terms of this Agreement or the satisfactory performance by any of the parties of the services and other responsibilities provided for in this Agreement shall be submitted to mediation or non-binding arbitration prior to being submitted to a court for adjudication.

46. Applicable Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed wholly within the State of New Jersey. Any dispute between the parties, which is not resolved by mediation or non-binding arbitration, shall be venued in the Superior Court of New Jersey, Camden County.

47. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

48. Entire Agreement

This Agreement embodies and constitutes the entire understanding between the parties and all prior agreements, understandings, representations and statements, oral or written are merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Borough of Haddon Heights	***County Improvement Authority***
_____	_____
Mayor	**Executive Director**
_____	_____
Clerk	**Witness**
_____	_____
	Date