

## BOROUGH OF HADDON HEIGHTS COUNCIL BUSINESS MEETING AGENDA

Tuesday, October 17, 2023, 7:00 pm

- 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 7, 2023. *Meeting notice has been continually posted on the Borough website.*"
- 2. ROLL CALL:
- 3. CAUCUS SESSION:
  - a) Proposed Vacant Property Registration Shared Services Agreement with Camden County Improvement Authority *Clerk Santosusso*
- 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 MINUTES of the October 3, 2023 Work Session
- 8. APPROVAL OF EXECUTIVE SESSION MINUTES of the October 3, 2023 Work Session
- 9. PROCLAMATION DESIGNATING THE MONTH OF OCTOBER AS GOOD NEIGHBORS MONTH
- 10. COUNCIL MEMBER REPORTS:
- 11. MAYOR'S REPORT:
- 12. UNFINISHED BUSINESS:
- 13. NEW BUSINESS:

ORDINANCE 2023:1537 – An Ordinance of the Borough of Haddon Heights, County of Camden, Adopting A Redevelopment Plan for Certain Property Within the Borough of Haddon Heights That Has Been Designated an Area In Need of Redevelopment

Public Hearing and Final Adoption of <u>Ordinance 2023:1537</u> is scheduled for <u>Wednesday</u>, November 8, 2023 at approximately 7:00 pm in the Municipal Building located at 625 Station Avenue, Haddon Heights, New Jersey.

Resolution 2023:176 - Resolution Regarding Receipt and Review of the 2022 Annual Audit

Resolution 2023:177 – A Resolution of the Borough of Haddon Heights, County of Camden, Referring the Proposed Redevelopment Plan For Certain Property Within the Borough of Haddon Heights to the Borough Planning Board for Review Pursuant to N.J.S.A. 40A:12A-7.e

BOROUGH OF HADDON HEIGHTS COUNCIL BUSINESS MEETING AGENDA Tuesday, October 17, 2023 Page 2

Resolution 2023:178 – A Resolution to Affirm the Borough of Haddon Heights' Civil Rights Policy With Respect to All Officials, Appointees, Employees, Prospective Employees, Volunteers, Independent Contractors, and Members of the Public that Come Into Contact With Municipal Employees, Officials and Volunteers

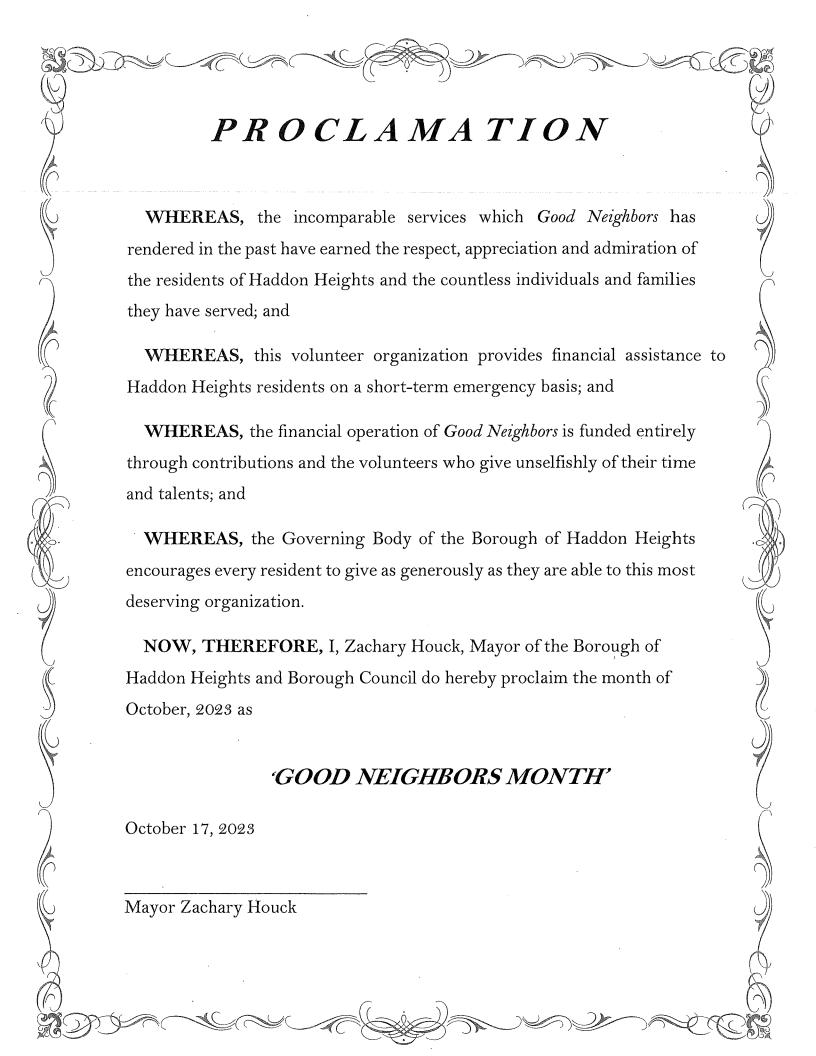
<u>Resolution 2023:179</u> – Resolution Approving a Bingo License for Sons of Italy, Lodge 2311 for the Purpose of Conducting a Designer Handbag Bingo – *Friday, November 17, 2023* 

Resolution 2023:180 - Resolution Authorizing Payment of Bills and Claims for the Second Half of October

<u>Resolution 2023:181</u> – Resolution Adopting Personnel Policies and Procedures for the Borough of Haddon Heights, County of Camden and State of New Jersey

Resolution 2023:182 – Resolution Authorizing the Mayor to Execute a Shared Services Agreement By and Between the Borough of Haddon Heights and the Camden County Improvement Authority for Certain Shared Services Related to the Registration, Monitoring, and Ensuring the Security and Maintenance of Commercial and/or Residential Properties Within the Borough For Which a Foreclosure Action Has Been Filed By a Creditor, As Defined by P.L. 2021, C.444.

- 14. PUBLIC COMMENT
- 15. ADJOURNMENT



## BOROUGH OF HADDON HEIGHTS

## **ORDINANCE NUMBER 2023:1537**

AN ORDINANCE OF THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN, ADOPTING A REDEVELOPMENT PLAN FOR CERTAIN PROPERTY WITHIN THE BOROUGH OF HADDON HEIGHTS THAT HAS BEEN DESIGNATED AN AREA IN NEED OF REDEVELOPMENT

WHEREAS, the Borough Council of the Borough of Haddon Heights, County of Camden, New Jersey ("Borough Council") pursuant to Resolution 2022:74 has designated Block 25, Lots 7, 16, 17.01, 17 & 18 (the "Redevelopment Area"), among others, as a non-condemnation area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq., (the "Redevelopment Law"); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-7, a Governing Body may adopt, revise or amend a redevelopment plan for a designated redevelopment area; and

- WHEREAS, the Borough Council has referred the proposed Redevelopment Plan for the Redevelopment Area, entitled "Redevelopment Plan Block 25 Lots 7, 16, 17.01, 17 & 18 Station Avenue," dated \_\_\_\_\_\_ ("Redevelopment Plan") to the Borough of Haddon Heights Planning Board for review and recommendation pursuant to the Redevelopment Law; and
- **WHEREAS**, pursuant to N.J.S.A. 40A:12A-7, the Board did recommend to the Borough Council that the Redevelopment Plan, which is on file with the Borough Clerk's office, be adopted, as it provides for the planning, development, and redevelopment of the Redevelopment Area and is consistent with the Borough's Master Plan; and
- WHEREAS, the Redevelopment Plan shall be an overlay to other local development regulations and the Borough Zoning Map is not required to be amended to conform with the provisions of the Redevelopment Plan; and
- **WHEREAS**, the Borough Council has determined that it is in the best interest of the Borough to adopt the Redevelopment Plan, as recommended by the Board, to effectuate the rehabilitation and redevelopment of the Borough.
- **NOW, THEREFORE, BE IT ORDAINED** by the Borough Council of the Borough of Haddon Heights, County of Camden, State of New Jersey, that:
- SECTION 1. Pursuant to the authority granted to the Borough Council by N.J.S.A. 40A:12A-7, the Redevelopment Plan for the Redevelopment Area, entitled "Redevelopment Plan Block 25 Lots 7, 16, 17.01, 17 & 18 Station Avenue," dated \_\_\_\_\_\_, attached hereto is hereby adopted.
- SECTION 2. The Borough Council declares and determines that said Redevelopment Plan meets the criteria, guidelines and conditions set forth in N.J.S.A. 40A:12A-7, provides realistic opportunities for redevelopment of the Rehabilitation Area and is otherwise in conformance with N.J.S.A. 40A:12A-1, et seq.

**SECTION 3**. The Borough shall have, be entitled to, and is hereby vested all power and authority granted by the aforementioned statutory provisions to effectuate the Redevelopment Plan.

<u>SECTION 4</u>. Pursuant to the provisions of N..J.S.A. 40A:12-7c, the Redevelopment Plan shall be an overlay to the applicable provisions of the Borough of Haddon Heights Zoning and Land Use Development Ordinances and therefore no Zoning Map amendment is required.

**SECTION 5**. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

**SECTION 6**. If any provision of this ordinance is declared invalid, such invalidity shall not affect the other provisions of this ordinance. Furthermore, the other provisions of this ordinance are deemed to be severable and remain in full force and effect.

**SECTION 7**. This ordinance shall take effect after final approval and publication according to law.

BOROUGH OF HADDON HEIC	iH18
MAYOR ZACHARY HOUCK	
	ATTEST:
	KELLY SANTOSUSSO, RMC, BOROUGH CLERK
Introduction: October 17, 2023	
Public Hearing:	
Final Adoption:	

## **RESOLUTION 2023:176**

## RESOLUTION REGARDING RECEIPT AND REVIEW OF 2022 ANNUAL AUDIT

**WHEREAS**, N.J.S. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2022 has been filed by a Registered Municipal Accountant with the Borough of Haddon Heights Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

**WHEREAS**, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining the local fiscal affairs, as per <u>R.S.</u> 52:27BB-34; and

**WHEREAS**, the Local Finance Board has promulgated <u>N.J.A.C</u>. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all member of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Findings and Questioned Costs" or "Findings and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Findings and Questioned Costs" Or "Findings and Recommendations", as evidenced by the group affidavit form of the governing body; and

**WHEREAS**, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

**WHEREAS**, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of <u>R.S.</u> 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined no more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office."

**NOW, THEREFORE BE IT RESOLVED** that the Governing Body of the Borough of Haddon Heights, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Date: October 17, 2023	
Mayor Zachary Houck	
ATTEST:	
	Kelly Santosusso, RMC, Borough Clerk
<u>CERTIFICATION</u> :	•
I hereby certify that this Resolution was duly adopted at a m Heights held on October 17, 2023.	eeting of the Governing Body of the Borough of Haddon
Kelly Santosusso, RMC, Borough Clerk	

## **NO PHOTOCOPIES OF SIGNATURES**

## **GROUP AFFIDAVIT FORM**

## CERTIFICATION OF GOVERNING BODY

STATE OF NEW JERSEY COUNTY OF (*insert county name*)

We, members of the governing body of the (<u>full name of local unit</u>) in the County of (<u>name of county</u>), being duly sworn according to law, upon our oath depose and say:

- 1. We are duly elected (or appointed) members of the (<u>insert name of governing body</u>) of the (<u>full name of local unit</u>) in the county of (<u>name of county</u>).
- 2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year (*insert year*).
- 3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled FINDINGS AND RECOMMENDATIONS OR FINDINGS AND QUESTIONED COSTS:

(L.S.)	(L.S.)	
(L.S.)	(L.S.)	
	Clerk	
Sworn to and subscribed before me this day of, 20	Clerk	

The Municipal Clerk (or Clerk of the Board of County Commissioners as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

## **BOROUGH OF HADDON HEIGHTS**

## **RESOLUTION 2023:177**

A RESOLUTION OF THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN, REFERRING THE PROPOSED REDEVELOPMENT PLAN FOR CERTAIN PROPERTY WITHIN THE BOROUGH OF HADDON HEIGHTS TO THE BOROUGH PLANNING BOARD FOR REVIEW PURSUANT TO N.J.S.A. 40A:12A-7.e

WHEREAS, the Borough Council of the Borough of Haddon Heights, County of Camden, New Jersey ("Borough Council") pursuant to Resolution 2022:74 has designated Block 25, Lots 7, 16, 17.01, 17 and 18 (the "Redevelopment Area"), among others, as a non-condemnation area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq., (the "Redevelopment Law"); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-7, a governing body may adopt, revise or amend a redevelopment plan; and

WHEREAS, in order to facilitate the overall development, redevelopment, and rehabilitation of the Borough of Haddon Heights (the "Borough"), the Borough Council has determined it is in the Borough's best interest to adopt a plan entitled "Redevelopment Plan Block 25 Lots 7, 16, 17.01, 17 & 18 Station Avenue," dated \_\_\_\_\_\_ ("Redevelopment Plan") for the Redevelopment Area within the Borough which will support and promote the overall development, redevelopment, and rehabilitation of the Redevelopment Area; and

**WHEREAS**, the Redevelopment Plan provides a more specific plan for the planning, development, redevelopment, and rehabilitation of the Redevelopment Area within the Borough for purposes of improving conditions within the Redevelopment Area; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, the Borough Council hereby refers the Redevelopment Plan to the Borough of Haddon Heights Planning Board for review and a determination of the Redevelopment Plan's consistency with the Borough's Master Plan.

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Haddon Heights, County of Camden, State of New Jersey:

- 1. That the Redevelopment Plan is hereby referred to the Planning Board of the Borough of Haddon Heights for its review and recommendation to the Borough Council within forty-five (45) days hereof, pursuant to the provisions of N.J.S.A. 40A: 12A-7.e.
- 2. This Resolution shall take effect immediately.

ADOPTED at a meeting of the E Camden County, on August 2, 2023.	Borough	Council	of the	Borough	of Haddon	Heights,
BOROUGH OF HADDON HEIGHTS						
MAYOR ZACHARY HOUCK	ATTE	EST:				
		LY SANT		SO, RMC	<u> </u>	

## **RESOLUTION 2023:178**

A RESOLUTION TO AFFIRM THE BOROUGH OF HADDON HEIGHTS' CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS

WHEREAS, it is the policy of the Borough of Haddon Heights to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

WHEREAS, the governing body of the Borough of Haddon Heights has determined that certain procedures need to be established to accomplish this policy.

## NOW, THEREFORE BE IT ADOPTED by the Borough of Haddon Heights that:

**Section 1:** No official, employee, appointee or volunteer of the Borough by whatever title known, or any entity that is in any way a part of the (local unit type) shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Borough's business or using the facilities or property of the Borough.

**Section 2:** The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Borough to provide services that otherwise could be performed by the Borough.

**Section 3:** Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

**Section 4:** The Administrator shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

**Section 5:** No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

**Section 6:** The Administrator shall establish written procedures that require all officials, employees, appointees and volunteers of the Borough as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

**Section 7:** The Administrator shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

**Section 8:** At least annually, the Administrator shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Borough. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Borough's website.

**Section 9:** This resolution shall take effect immediately.

**Section 10:** A copy of this resolution shall be published in the official newspaper of the Borough in order for the public to be made aware of this policy and the Borough's commitment to the implementation and enforcement of this policy.

October 17, 2023		
Mayor Zachary Houck		
	ATTEST	
		Kelly Santosusso, RMC, Borough Clerk

## **RESOLUTION 2023:179**

## RESOLUTION APPROVING A BINGO LICENSE FOR SONS OF ITALY, LODGE 2311 FOR THE PURPOSE OF CONDUCTING A DESIGNER HANDBAG BINGO

Friday, November 17, 2023

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Haddon
Heights, County of Camden, State of New Jersey that a Bingo license is hereby approved for the Sons of Ital
for the purpose of conducting a Designer Handbag Bingo to be held Friday, November 17, 2023 from 6 pm to
10 pm at the Sons of Italy, Lodge 2311, 6 W. Atlantic Avenue, Haddon Heights, New Jersey.
Date: October 17, 2023
Mayor Zachary Houck

ATTEST:

Kelly Santosusso, RMC, Borough Clerk

## **RESOLUTION 2023:180**

## RESOLUTION AUTHORIZING PAYMENT OF BILLS & CLAIMS FOR THE SECOND HALF OF OCTOBER

## October 17, 2023

## Per Attached:

Current Fund	315,505.25
School Taxes	0.00
Appropriated Reserves	0.00
Escrow Fund	294.80
Grant Fund	520.00
Capital Fund	49,900.75
Trust – Dog	3.60
Trust Fund	3,480.74
Total Per Attached	369,705.14
Payroll	
Current Fund	94,592.44
Grant Fund	0.00
Trust Fund	10,739.26
Total Payroll	104,739.26

Date: October 17, 2023

Mayor Zachary Houck

ATTEST:

Kelly Santosusso, RMC, Borough Clerk

Vendor Total:	ARTP ART PRESS 23-01051 10/06/23 CONSTRUCTION JACKETS 1 CONSTRUCTION JACKETS	Vendor Total:	ANCERO ANCERO 23-01071 10/11/23 OCTOBER 2023 PHONES 1 OCTOBER 2023 PHONES	Vendor Total:	AMAZOOOS AMAZON CAPITAL SERVICES 23-01074 10/11/23 MIC CLIP/STAPLER/DESK MAT/TAPE 1 MIC CLIP/STAPLER/DESK MAT/TAPE 46.12	Vendor Total:	ALERTALL ALERT ALL CORP 23-01082 10/11/23 FIRE PREVENTION SUPPLIES 1 FIRE PREVENTION SUPPLIES	Vendor Total:	AAG A & A GLASS, INC. 23-01079 10/11/23 UNIT #18-3 NEW WINSHIELD 1 UNIT #18-3 NEW WINSHIELD	Vendor # Name PO # PO Date Description Item Description	P.O. Type: All Range: First to Last Format: Detail without Line Item Notes Vendors: All Rcvd Batch Id Range: First to Last
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	3-01-22-195-211		3-01-31-440-216		3-01-20-100-311		3-01-25-265-205		355.00 3-01-26-315-205	Contract PO Type Charge Account	Include Project Line Items: Yes s First Enc Date Range: First Include Non-Budgeted: Y
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	Z		Z		rr9v n		N		Z	1099 Excl	

Vendor Total:

4,303.96

CCEIN CAMDEN COUNTY EINANCE DEPT 23-01011 09/26/23 Shared Service:13th Ave 1 Shared Service:13th Ave 49	Vendor Total:	CCDET CAMDEN CO DETECTIVES ASSOC 23-00945 09/13/23 ANNUAL MEMBERSHIP 2023	Vendor Total:	CAMDR COVANTA ENERGY, LLC 23-01055 10/06/23 DISPOSAL SEPTEMBER 2023 1 SOLID WASTE DISPOSAL SEPT 2023 2 RECYCLING TAX SEPT 2023 22	Vendor Total:	23-01075 10/11/23 1999 SEAGRAVE MAINTENANCE 1 1999 SEAGRAVE MAINTENANCE 1,5	BUDAT Bud's Auto & Truck Repair, Inc 23-01056 10/06/23 1988 PIERCE SQUIRT MAINTENANCE 1 1988 PIERCE SQUIRT MAINTENANCE 1,564.30	Vendor Total:	BRADI JOSEPH BRADLEY  23-01073 10/11/23 MEDICARE REIMBURSEMENT 2023  1 MEDICARE REIMBURSEMENT - JOE 1,978  2 MEDICARE REIMBURSEME-PATRICIA 1,978  3,957	Vendor # Name PO # PO Date Description Item Description
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ve c3-00008 c 49,900.75 c-04-55-837-801		100.00 3-01-25-240-221		3-01-32-465-217 3-01-32-465-302		3-01-26-315-207	3-01-26-315-207		3-01-23-220-259 3-01-23-220-259	Contract PO Type Charge Account
в 2023:1534 Roadway Imp 13th Ave		B Police - Detective Expense		B Solid Waste -Camden Resource Recovery B Recycling Tax		B Vehicle Maint – Fire	B Vehicle Maint - Fire		B Medicare Retired Employees B Medicare Retired Employees	Acct Type Description
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Vendor Total:

49,900.75

October 13, 2023 01:36 PM

# HADDON HEIGHTS BOROUGH Purchase Order Listing By Vendor Id

Page No: 4

DALYT THOMAS MEDICARE REIMBURSEMENT 2023 23-01019 09/26/23 MEDICARE REIMBURSEMENT 2023 1 MEDICARE REIMBURSEMENT-THOMAS 1,978		23-01093 10/13/23 LEGAL ADS 9/10-9/27 1 ORD:2023-1533 2 BOND ORD-ROADWAY PROGRAM 3 BOND ORD-SUMMARY 4 LEGAL AD - STANFILL PILOT 5 ORD 2023:1535 6 LEGAL AD-RESURFACE ST MARTINS		COUNC COUNTY CONSERVATION CO 23-01080 10/11/23 LOGS/YARD TRIMMINGS 9/28-10/5 1 LOGS/YARD TRIMMINGS 9/28-9/29 638.8 2 YARD TRIMMINGS 10/4-10/5 405.0 1,043.8	Vendor Total:	COOPE PATRICIA A COOPER  23-01084 10/12/23 MEDICARE REIMBURSEMENT 2023  1 MEDICARE REIMBURSEMENT-PAT 1,978  2 MEDICARE REIMBURSE-RICHMOND 1,978  3,957	Vendor Total:	CCMUA REGIONAL SEWER SERVICE 23-01083 10/12/23 4TH QTR 2023 CCMUA - 1 4TH QTR 2023 CCMUA - 5 BLDGS	Vendor # Name PO # PO Date Description Item Description
T 2023 1,978.80	547.02	77.41 82.57 109.66 76.12 74.40 126.86 547.02	1,043.88	/28-10/5 638.88 405.00 1,043.88	3,957.60	T 2023 1,978.80 1,978.80 3,957.60	440.00	5 BLDGS 440.00	Amount
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B Medicare Retired Employees		B Clerk - Legal Advertising		B Solid Waste - Brush Pickup B Solid Waste - Brush Pickup		B Medicare Retired Employees B Medicare Retired Employees		B Build/Grounds - CCMUA	Acct Type Description
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EVANK KENNETH EVANS 23-01017 09/26/23 MEDICARE REIMBURSEMENT 2023 1 MEDICARE REIMBURSEMENT-KENNETH 1,978 2 MEDICARE REIMBURSEMENT-DOROTHY 1,978 3,957	Vendor Total:	EDELR RICHARD EDELEN  23-01018 09/26/23 MEDICARE REIMBURSEMENT  1 MEDICARE REIMBURSEMENT-RICHARD  2 MEDICARE REIMBURSEMENT-DIANE	Vendor Total:	DOLEC CARL DOLENTE  23-01043 10/04/23 CLASS REIMBURSEMENT  1 CLASS REIMBURSEMENT	Vendor Total:	DIVALOOS DIVAL SAFETY EQUIPMENT 23-01039 10/03/23 Flow Test 1 Flow Test-SCBA 2 Flow Test-Scott RIT Pak	Vendor Total:	DALYT THOMAS M DALY  23-01019 09/26/23 MEDICARE REIMBURSEMENT 2023  2 MEDICARE REIMBURSEMENT-LYNNE 1,978  3,957	Vendor # Name PO # PO Date Description Item Description
NT 2023 1,978.80 1,978.80 3,957.60	3,957.60	2023 1,978.80 1,978.80 3,957.60	256.00	256.00	828.00	759.00 69.00 828.00	3,957.60	S 8 II	Amount
3-01-23-220-259 3-01-23-220-259		3-01-23-220-259 3-01-23-220-259		3-01-25-265-231		3-01-25-265-235 3-01-25-265-235		<u>nied</u> Continued 3-01-23-220-259	Contract PO Type Charge Account
B Medicare Retired Employees B Medicare Retired Employees		B Medicare Retired Employees B Medicare Retired Employees		B Fire - Schools/Training		B Fire - Personal Protective Equip B Fire - Personal Protective Equip		B Medicare Retired Employees	Acct Type Description
<i>₹</i> 7 ₹		22 Z2		R		R R		R	Stat/C
09/26/23 10/13/23 09/26/23 10/13/23		09/26/23 10/13/23 09/26/23 10/13/23		10/04/23 10/13/23		10/03/23 10/03/23 10/03/23 10/03/23		09/26/23 10/13/23	First Rcvd Stat/Chk Enc Date Date
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## HADDON HEIGHTS BOROUGH Purchase Order Listing By Vendor Id

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Vendor Total:	GREATAME GREATAMERICA FINANCIAL SVCS 23-01064 10/06/23 POSTBASE MAILING OCT 2023 1 POSTBASE MAILING OCT 2023	Vendor Total:	GOVES GOVERNMENT FORMS AND SUPPLIES 23-01036 10/03/23 DOG & CAT TAGS 1 DOG & CAT TAGS 2024	Vendor Total:	GLOUCE GLOUCESTER CITY 23-01041 10/04/23 CONST OFFICIAL - 4TH 1 CONST OFFICIAL - 4TH QTR 2023	Vendor Total:	GIAMBRO SALVATORE GIAMBRONE  23-01047 10/04/23 MEDICARE REIMBURSEMENT 2023  1 MEDICARE REIMBURSEMENT - SAL 2,308  2 MEDICARE REIMBURSEMENT - ANNA 692  3,000	Vendor Total:	FRONA FRONTINO AUTOMOTIVE 23-01044 10/04/23 2005 FORD EXCURSION MAINT 1 2005 FORD EXCURSION MAINT	Vendor Total:	EVERG EVERGREEN PRINTING CO. 23-01062 10/06/23 HEIGHTS REPORT OCT/NOV 2023 1 HEIGHTS REPORT OCT/NOV 2023 2,375	Vendor # Name PO # PO Date Description Item Description
195.00	95.00	250.00	250.00	7,250.00	4TH QTR 2023 7,250.00	3,000.40	.00	131.89	31.89	2,375.36	. 36	Cc Amount (
	3-01-20-100-516		3-01-27-340-205		3-01-42-465-205		3-01-23-220-259 3-01-23-220-259		3-01-26-315-207		3-01-20-100-511	Contract PO Type Charge Account
	B Service Contracts		B Animal		B Gloucester City-Construction Official		B Medicare Retired Employees B Medicare Retired Employees		B Vehicle Maint - Fire		B Heights Report	Acct Type Description
	R		R		R		70 F		R		R	Stat/Ch
	10/06/23 10/13/23		10/11/23 10/13/23		10/04/23 10/13/23		10/04/23 10/13/23 10/04/23 10/13/23		10/04/23 10/13/23		10/06/23 10/13/23	First Rcvd Stat/Chk Enc Date Date
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## HADDON HEIGHTS BOROUGH Purchase Order Listing By Vendor Id

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Vendor Total:	23-00917 08/31/23 Escrow:Legal Gallo 2 Escrow:Legal Gallo	MALEYG MALEY GIVENS 23-00736 08/17/23 Escrow:Legal July 2022 1 Escrow:Legal July 2022	Vendor Total:	LUCASOOS LUCAS GREENHOUSES  23-01078 10/11/23 FLOWERS ORDER 9/11  1 FLOWERS ORDER 9/11	Vendor Total:	LFBLP LAND PLANNING 23-01057 10/06/23 SERVICES SEPTEMBER 2023 1 SERVICES SEPTEMBER 2023 2	Vendor Total:	LANGI BARBARA LANGSTON 23-01048 10/05/23 MEDICARE REIMBURSEMENT 2023 1 MEDICARE REIMBURSEMENT-BARBARA 1,978	Vendor Total:	HUNTR ROBERT HUNTER  23-01067 10/09/23 MEDICARE REIMBURSEMENT 2023  1 MEDICARE REIMBURSEMENT 2023  1,978	Vendor Total:	HADDONE BOROUGH OF HADDONFIELD 23-00687 08/08/23 Police:Hiring expense-Tran 2 Police:Academy Training 4,00	Vendor # Name PO # PO Date Description Item Description
294.80	128.00	43	1,233.20	1,233.20	2,208.75	23 2,208.75	1,978.80	T 2023 1,978.80	1,978.80	T 2023 1,978.80	4,000.00	0.00	Amount
	PB22-2-2P	166.80 PB23-2-3P		1,233.20 T-13-56-860-828		T-13-56-860-824		3-01-23-220-259		3-01-23-220-259		3-15-120-04-000-000	Contract PO Type Charge Account Acct
	P GALLO - 1008 KINGS HWY	P GHUMAN - 127 SEVENTH AVE.		B Reserve for Heights Grows		B Reserve for COAH (521)		B Medicare Retired Employees		B Medicare Retired Employees		G A/R-Employee Liability	Acct Type Description
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NJAMB NJ AMERICAN WATER  23-01086 10/12/23 NJAW SEPT 2023  1 HH FIRE DEPT 2 DEVON SOCCER FIELDS 3 LAKE ST PUMP STATION 4 DEVON SOCCER FIELDS 5 COMMUNITY GARDEN 6 MUNICIPAL BLDG 7 SOF BLDG	Vendor Total:	23-01072 10/11/23 NETWORKS PLUS OCT 2023 1 NETWORKS PLUS OCT 2023	NETS NETWORKS PLUS, LLC 23-01061 10/06/23 NETWORKS PLUS SEPT 2023 1 NETWORKS PLUS SEPT 2023	Vendor Total:	NATIF NATIONAL FIRE PROTECTION ASSOC 23-01076 10/11/23 NEC SOFT 2023 BOOK 1 NEC SOFT 2023 BOOK	Vendor Total:	NAPAWCH NAPA AUTO PARTS 23-01042 10/04/23 WINDSHIELD WIPER BLADES 1 WINDSHIELD WIPER BLADES	Vendor Total:	MILZI JOHN MILOSZAR 23-01020 09/26/23 MEDICARE REIMBURSEMENT 2023 1 MEDICARE REIMBURSEMENT - JOHN 1,690 2 MEDICARE REIMBURSEMENT - ELLEN 1,966 3,657	Vendor # Name PO # PO Date Description Item Description
117.60 666.22 53.21 666.22 38.79 79.48 70.73	3,552.00	1,776.00	1,776.00	155.45	155.45	35.08	ES 35,08	3,657.60	T 2023 1,690.80 1,966.80 3,657.60	Amount
3-01-31-445-289 3-01-31-445-289 3-01-31-445-289 3-01-31-445-289 7-13-56-860-819 3-01-31-445-289 3-01-31-445-289		3-01-20-100-515	3-01-20-100-515		3-01-22-195-211		3-01-26-315-207		3-01-23-220-259 3-01-23-220-259	Contract PO Type Charge Account
B Water Service B Reserve Community Garden Expenses (516) B Water Service B Water Service		B Computer Maintanence	B Computer Maintanence		B Construction - Materials/Supplies		B Vehicle Maint - Fire		B Medicare Retired Employees B Medicare Retired Employees	Acct Type Description
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10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23		10/11/23 10/13/23	10/06/23 10/13/23		10/11/23 10/13/23		10/04/23 10/13/23		09/26/23 10/13/23 09/26/23 10/13/23	First Rcvd Stat/Chk Enc Date Date
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## HADDON HEIGHTS BOROUGH Purchase Order Listing By Vendor Id

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NJRBF SOUTH NJ REGIONAL BENEFITS 23-01094 10/13/23 NOVEMBER 2023 BENEFITS 1 RETIREE HEALTH NOV 2023 58,825.00 3-01-23-220-234 B Retirees Health Insurance R 10/13/23 10/13/23	Vendor Total: 3.60	NJHSS NJ DEPT. HEALTH & SENIOR SVCS. 23-01052 10/06/23 DOG LICENSES SEPTEMBER 2023 1 DOG LICENSES SEPTEMBER 2023 3.60 T-12-56-850-821 B DOG Fees Due State of NJ R 10/06/23 10/13/23	Vendor Total: 3,816.20	NJDIVIAX NJ DIVISION OF TAXATION 23-01085 10/12/23 GROSS INCOME TAX Q1 2023 1 GROSS INCOME TAX Q1 2023 3,816.20 3-01-20-130-222 B Finance - Payroll Service R 10/12/23 10/13/23	Vendor Total: 2,193.00	NJDCA NJ DEPT OF COMMUNITY AFFAIRS 23-01054 10/06/23 Q3 2023 STATE TRAINING FEES 1 Q3 2023 STATE TRAINING FEES 2,193.00 3-01-55-005-001 B DCA Training Fees Due NJ R 10/06/23 10/13/23	Vendor Total: 19,392.03	23-01087 10/12/23 HADDONFIELD SEWER INTERCONNECT 1 HADDONFIELD SEWER INTERCONNECT 9,373.78 3-01-42-455-286 B HADDONFIELD-Sewer R 10/12/23 10/13/23	11 FIRE HYDRANTS 8,010.40 3-01-25-265-389 B FIRE HYDRANTS 8,010.40 3-01-25-265-389 B FIRE HYDRANTS 8,010.40 3-01-25-265-389 B FIRE HYDRANTS K 10/12/23 10/13/23 12 HH BALLFIELD 53.21 3-01-31-445-289 B Water Service R 10/12/23 10/13/23 10,018.25	COMMUNITY CENTER 70.73 3-01-31-445-289 B Water Service R	NJAMB NJAMERICAN WATER  Continued  23-01086 10/12/23 NJAW SEPT 2023  Continued  8 LOG CABIN  21.27 3-01-31-445-289  9 CERVINO FIELD  170.39 3-01-31-445-289  B Water Service  R 10/12/23 10/13/23  9 CERVINO FIELD	Vendor # Name PO # PO Date Description Contract PO Type Item Description Amount Charge Account Acct Type Description Stat/Chk Enc Date Date Invo
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PSEGR PSE&G 23-01092 10/12/23 PSE&G SEPT 2023 (2) 1 CERVINO FIELD 2 LOG CABIN 3 CANNON LIGHTS 4 SOF BLDG 5 COMMUNITY CENTER 6 DEVON AVE LIGHTS	Vendor Total:	PRINHS PRINCETON HOSTED SOLUTIONS 23-01063 10/06/23 PHONES SEPTEMBER 2023	Vendor Total:	PINELOOS PINELANDS NURSERY & SUPPLY 23-00891 09/01/23 shade Trees-Order#011627 1 Platanus Occidentalis #3 2 Platanus Occidentalis #7 3 Shade Tree Delivery 1.	Vendor Total:	ONECA ONE CALL CONCEPTS, 23-01059 10/06/23 SEPTEMBER 2023 1 SEPTEMBER 2023	Vendor Total:	NJRBE SOUTH NJ REGIONAL BENEFITS 23-01094 10/13/23 NOVEMBER 2023 BENEFITS 3 PRESCRIPTION NOV 2023 199	Vendor # Name PO # PO Date Description Item Description
11.82 259.05 5.12 311.91 179.20 2,514.33	264.44	264.44	1,649.35	674.55 799.80 175.00 1,649.35	135.85	135.85	98,912.00	Contin 7,375.00 8,912.00	Amount
3-01-31-430-288 3-01-31-430-288 3-01-31-435-288 3-01-31-430-288 3-01-31-430-288 3-01-31-435-288		3-01-31-440-216		3-01-26-310-233 3-01-26-310-233 3-01-26-310-233		3-01-26-290-254		ued Continued 3-01-23-220-246	Contract PO Type Charge Account
B Electric & Gas B Electric & Gas B Street Lighting B Electric & Gas B Electric & Gas B Electric & Gas		B Regular Telephones		B Building & Grounds - Shade Tree B Building & Grounds - Shade Tree B Building & Grounds - Shade Tree		B Public works - Sewer Maint/Repairs		B Prescriptions - Bollinger	Acct Type Description
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10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23 10/12/23 10/13/23		10/06/23 10/13/23		09/01/23 10/12/23 09/01/23 10/12/23 09/01/23 10/12/23 09/01/23 10/12/23		10/06/23 10/13/23		10/13/23 10/13/23	First Rcvd Stat/Chk Enc Date Date
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## Purchase Order Listing By Vendor Id HADDON HEIGHTS BOROUGH

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SAFST SAFETY & SURVIVAL TRAINING
23-00926 09/12/23 PERSONAL HARNESS USE 4/3/23
1 PERSONAL HARNESS USE 4/3/23
1,200 Vendor # PO # RIGGD DENNIS RIGGS 23-01021 09/26/23 MEDICARE REIMBURSEMENT 2023 RETRO THE RETROSPECT 23-01069 10/11/23 LEGAL ADS PUBSU PUBLIC SAFETY UNLIMITED LLC SEGR PSE&G PSE&G SEPT 2023 23-01092 10/12/23 PSE&G SEPT 2023 23-01050 10/06/23 HAWK LAPEL MICROPHONE 23-00859 08/29/23 POLICE UNIFORM-STEVE GRAHAM Item Description 1 HAWK LAPEL MICROPHONE 1 POLICE UNIFORM-STEVE GRAHAM 1 MEDICARE REIMBURSEMENT 2023 GLOVER AVE LIGHTS 9/29 PLANNING BD ACTION 9/29 & 10/6 TAX SALE AD 10/6 FIRE OFFICIAL AD 10/6 ORD 2023-1535&1536 Name PO Date Description Vendor Total: Vendor Total: Vendor Total: Vendor Total: Vendor Total: 3 3,505.61 2,041.20 224.18 3,505.61 2,041.20 3-01-23-220-259 1,200.00 3-01-25-265-231 428.61 285.40 428.61 515.00 Amount Charge Account 420.00 3-01-25-240-280 59.27 95.00 3-01-25-240-280 Continued 3-01-31-435-288 Continued Contract PO Type 3-01-20-145-217 3-01-20-120-217 3-01-20-120-217 3-01-21-180-217 Acct Type Description B Police - SRO Reimb from BOE B Street Lighting B Fire - Schools/Training B Medicare Retired Employees œ  $\boldsymbol{\varpi}$ Tax - Tax Sale-Advertising & Postage Clerk - Legal Advertising Clerk - Legal Advertising Planning Bd - Advertising Police - SRO Reimb from BOE First Rcvd Stat/Chk Enc Date Date ~ ~ ~ ~ 70 æ 10/11/23 10/13/23 10/11/23 10/13/23 10/11/23 10/13/23 10/11/23 10/13/23 08/29/23 10/13/23 09/12/23 10/13/23 09/26/23 10/13/23 10/06/23 10/13/23 10/12/23 10/13/23 chk/void Date Invoice 1180 20178 20200 20190 20190 81521 81153 1099 **z z z z** z Z Z

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Stat/Okk Enc Date Date   Date   Invoice	23-01090 10/12/23 OCTOBER 2023 PHONES (1) 1 856-546-0295 2 856-546-2582 57.25 3-01-31-440-216	VER33 VERIZON 23-01089 10/12/23 SEPTEMBER 2023 PHONES (2) 1 856-546-1025 76.59 3-01-31-440-216	Vendor Total: 280.38	VER24       VERZON         23-01091       10/12/23       INTERNET OCTOBER 2023         1       MUNI BLDG INTERNET OCT 2023       129.99       3-01-31-440-216         2       CABIN INTERNET OCT 2023       150.39       3-01-31-440-216         2       280.38	Vendor Total: 12,025.00	TWPRIVER TOWNSHIP OF RIVERSIDE  23-01070 10/11/23 CMF0 4TH QTR 2023 & QPA EXAMS  1 CMF0 4TH QTR 2023 11,875.00 3-01-42-465-203  2 QPA EXAM FEES 150.00 3-01-42-465-204	Vendor Total: 520.00	TIVER005 TIVER WINDOW CLEANING 23-01034 09/28/23 POWER WASHING-CLOCK/MUNI BLDG 1 POWER WASHING-CLOCK/MUNI BLDG 520.00 G-02-41-770-301	Vendor Total: 45.00	TEXIL STATE TOXICOLOGY LABORATORY 23-01049 10/06/23 DRUG TESTING - BILLY TRAN 1 DRUG TESTING - BILLY TRAN 45.00 3-01-25-240-228	Vendor # Name PO # PO Date Description Item Description Amount Charge Account	THE THE PARTY OF T
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Invoice 23L011025 23L023-2 2023-2	12/23 10/13/23 12/23 10/13/23 12/23 10/13/23	12/23 10/13/23		12/23 10/13/23 12/23 10/13/23		11/23 10/13/23 11/23 10/13/23		28/23 10/13/23		06/23 10/13/23		

# HADDON HEIGHTS BOROUGH Purchase Order Listing By Vendor Id

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369,705.14	294.80	4,000.00	0.00	365,410.34	Total Of All Funds:	
3,480.74 3,484.34	0.00	0.00	0.00	3,480.74 3,484.34	T-13 Year Total:	TRUST - OTHER TRUST
3.60	0.00	0.00	0.00	3.60	IMAL) T-12	DOG TRUST (ANIMAL)
520.00	0.00	0.00	0.00	520.00	G-02	GRANT FUND
49,900.75	0.00	0.00	0.00	49,900.75	AL FUND C-04	GENERAL CAPITAL FUND
294.80 315,800.05	294.80 294.80	4,000.00	0.00	0.00 311,505.25	3-17 Year Total:	ESCROW FUND-PLANNING BOARD
4,000.00	0.00	4,000.00	0.00	0,00	3-15	
311,505.25	0.00	0.00	0.00	311,505.25	3-01	CURRENT FUND
Total	Project Total	G/L Total	Revenue Total	Budget Total	r-Fund ion Fund	Totals by Year-Fund Fund Description

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# HADDON HEIGHTS BOROUGH Purchase Order Listing By Vendor Id

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GALLO - 1008 KINGS HWY	Project Description	
PB22-2-2P	Project No.	
128.00	Project Total	

GHUMAN - 127 SEVENTH AVE.

PB23-2-3P

166.80

Total Of All Projects:

### RESOLUTION 2023:181

## RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURES FOR THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN AND STATE OF NEW JERSEY

WHEREAS, it is the policy of the Borough of Haddon Heights to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, (the New Jersey Civil Service Act,) the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA); the Open Public Meeting Act, among others; and

WHEREAS, the Borough of Haddon Heights has determined that there is a need to update, from time to time, its personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

**NOW, THEREBY, BE IT RESOLVED** by the Borough Council of the Borough of Haddon Heights as follows:

- 1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
- 2. The Personnel Policies and Procedures Manual attached hereto is hereby adopted.
- 3. The attached personnel policies and procedures shall apply to all Borough of Haddon Heights officials, appointees, employees, and volunteers.
- 4. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.
- 5. The manual is intended to provide guidelines covering public service by the Borough of Haddon Heights employees and is not a contract.
- 6. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Borough of Haddon Heights.
- 7. To the maximum extent permitted by law, employment practices for the Borough of Haddon Heights shall operate under the legal doctrine known as "employment at will."

- 8. It is hereby acknowledged that the law firm of Wade, Long, Wood & Long. L.L.C. is hereby identified as Employment Attorneys to advise the Borough of **Haddon Heights in personnel matters.**
- 9. Dave Taraschi, Borough Administrator and all managerial/supervisory personnel are responsible for these employment practices. Wade, Long, Wood & Long, L.L.C. shall assist Mr. Taraschi in the implementation of the policies and procedures in this manual.
- 10. The Mayor, Council President, Administrator, Clerk, CFO and Solicitor are hereby authorized to execute any and all documents designed to implement the updated policies, rules and regulations of the Borough of Haddon Heights.

## **BOROUGH OF HADDON HEIGHTS**

October 17, 2023	
Mayor Zachary Houck	
	ATTEST:
	Kelly Santosusso, RMC
	Borough Clerk

## **RESOLUTION 2023:182**

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF HADDON HEIGHTS AND THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR CERTAIN SHARED SERVICES RELATED TO THE REGISTRATION, MONITORING, AND ENSURING THE SECURITY AND MAINTENANCE OF COMMERCIAL AND/OR RESIDENTIAL PROPERTIES WITHIN THE BOROUGH FOR WHICH A FORECLOSURE ACTION HAS BEEN FILED BY A CREDITOR, AS DEFINED BY P.L.2021, C.444.

WHEREAS, the Authority is a political subdivision of the State of New Jersey and an Instrumentality of the County of Camden, with its principle offices being located at 520 Market St, Suite 6400, 6th Fl, Camden, NJ 08102;

**WHEREAS**, Municipality is a municipal corporation of the State of New Jersey with offices located at 625 Station Ave., Haddon Heights, New Jersey 08035;

WHEREAS, the long-running mortgage foreclosure crisis continues to have serious negative implications for all communities in this State in trying to manage the serious consequences to residents of this State caused by property vacancies and abandoned real properties that result from foreclosures;

WHEREAS, the Authority and Municipality have a vested interest in protecting neighborhoods against blight and decay caused by vacant and abandoned properties, and conclude that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements on creditors of properties that are filing foreclosure actions, in order to identify, secure, and maintain properties within the Municipality that may become vacant and abandoned;

WHEREAS, the Municipality has adopted an Ordinance, pursuant to its authority provided by P.L.2021, c.444, which, among other things, requires creditors of commercial and residential properties that file foreclosure actions to: (i) register with the Program within ten (10) days of filing a foreclosure action; (ii) provide the contact person(s) for the creditor who is to receive notices pertaining to the property; (iii) remit a registration fee; and (iv) in the event the property becomes vacant and abandoned during the foreclosure process, update their registration to reflect the vacant and abandoned status, and ensure proper security and maintenance is undertaken at the property (the "Ordinance");

WHEREAS, HERA PROPERTY REGISTRY, LLC is a corporation that provides and administers a Property Registration Program that includes a portal for creditor registration, notification and enforcement services, and fee collection, in order to assist municipalities with enforcement of local ordinances that are adopted to pursuant to their authority provided by P.L.2021, c.444 ("Program").

WHERAS, the County has established a County-wide Registration Program, administered by HERA PROPERTY REGISTRY, LLC, through a contract with the Camden County Improvement Authority. A copy of the contract is attached as **Exhibit A**, the terms of which are hereby incorporated into this Agreement;

WHEREAS, the parties now wish to enter into a Shared Services Agreement for the Municipality to participate in the County-wide Registration Program established by the Authority and administered by HERA PROPERTY REGISTRY, LLC; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, specifically authorizes governmental entities to enter into Shared Services Agreements.

**NOW, THEREFORE BE IT RESOLVED**, that Borough Council of the Borough of Haddon Heights as follows:

- 1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
- 2. The Borough Council of the Borough of Haddon Heights hereby authorizes a Shared Services Agreement, pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. Seq., by and among the Borough of Haddon Heights and the Camden County Improvement Authority as set forth herein.
- 3. The Mayor and Borough Clerk are hereby authorized to execute the Shared Services Agreement in the form attached heretofore, Exhibit "A" and to take any and all actions necessary to carry out the intended purposes of the Shared Services Agreement.
- 4. This Resolution will become effective upon the adoption of a similar resolution by the Camden County Improvement Authority to execute the Shared Services Agreement attached hereto as Exhibit "A" on behalf of the Authority.
- 5. The Solicitor of the Borough of Haddon Heights shall formally approve the final Shared Services Agreement between the parties which Agreement shall be attached to this Resolution upon execution and kept on file in the Office of the Borough Clerk of the Borough of Haddon Heights.

6.	The subject Shared Services Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the Director.		
October 17, 20	)23		
Mayor Zachar	y Houck		
Wayor Zachar	y Houck		
	ATTEST: Kelly Santosusso, RMC, Borough Clerk		
	<u>CERTIFICATION</u>		
I, Kelly Santosusso, Borough Clerk for the Borough of Haddon Heights do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution adopted at a public meeting of the Governing Body held on October 17, 2023.			
Kelly Santosu	sso, RMC, Borough Clerk		

SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF HADDON HEIGHTS AND THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR CERTAIN SHARED SERVICES RELATED TO THE REGISTRATION, MONITORING, AND ENSURING THE SECURITY AND MAINTENANCE OF COMMERCIAL AND/OR RESIDENTIAL PROPERTIES WITHIN THE BOROUGH FOR WHICH A FORECLOSURE ACTION HAS BEEN FILED BY A CREDITOR, AS DEFINED BY P.L.2021, C.444.

THIS SHARED SERVICES AGREEMENT, ("Shared Services Agreement"), dated this day of \_\_\_\_\_\_\_, 2023, is made by and between the Borough of Haddon Heights, a municipal corporation of the State of New Jersey ("Municipality"), and the Camden County Improvement Authority (hereinafter referred to as the "Authority"), as a political subdivision of the State of New Jersey and an instrumentality of the County of Camden, established pursuant to N.J.S.A. 40:37A-44, et seq.

## RECITALS

**WHEREAS**, the Authority is a political subdivision of the State of New Jersey and an Instrumentality of the County of Camden, with its principle offices being located at 520 Market St., Suite 6400, 6<sup>th</sup> Fl, Camden, NJ 08102;

WHEREAS, Municipality is a municipal corporation of the State of New Jersey with offices located at 625 Station Ave., Haddon Heights, New Jersey 08035;

WHEREAS, the long-running mortgage foreclosure crisis continues to have serious negative implications for all communities in this State in trying to manage the serious consequences to residents of this State caused by property vacancies and abandoned real properties that result from foreclosures;

WHEREAS, the Authority and Municipality have a vested interest in protecting neighborhoods against blight and decay caused by vacant and abandoned properties, and conclude that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements on creditors of properties that are filing foreclosure actions, in order to identify, secure, and maintain properties within the Municipality that may become vacant and abandoned;

WHEREAS, the Municipality has adopted an Ordinance, pursuant to its authority provided by P.L.2021, c.444, which, among other things, requires creditors of commercial and residential properties that file foreclosure actions to: (i) register with the Program within ten (10) days of filing a foreclosure action; (ii) provide the contact person(s) for the creditor who is to receive notices pertaining to the property; (iii) remit a registration fee; and (iv) in the event the property becomes vacant and abandoned during the foreclosure process, update their registration to reflect the vacant and abandoned status, and ensure proper security and maintenance is undertaken at the property (the "Ordinance");

WHEREAS, HERA PROPERTY REGISTRY, LLC is a corporation that provides and administers a Property Registration Program that includes a portal for creditor registration, notification and enforcement services, and fee collection, in order to assist municipalities with

enforcement of local ordinances that are adopted to pursuant to their authority provided by P.L.2021, c.444 ("Program").

**WHEREAS**, the County has established a County-wide Registration Program, administered by HERA PROPERTY REGISTRY, LLC, through a contract with the Camden County Improvement Authority. A copy of the contract is attached as **Exhibit A**, the terms of which are hereby incorporated into this Agreement;

**WHEREAS**, the parties now wish to enter into a Shared Services Agreement for the Municipality to participate in the County-wide Registration Program established by the Authority and administered by HERA PROPERTY REGISTRY, LLC; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, specifically authorizes governmental entities to enter into Shared Services Agreements.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the parties do hereby agree as follows:

## **AGREEMENT**

## A. DESCRIPTION OF THE PROJECT.

It is the purpose and intent of the Municipality, through their Ordinance, to address and prevent the deterioration and blight of the Municipality's neighborhoods caused by increases in the amount of vacant and abandoned property located within the Municipality, by requiring that creditors identify, secure, and maintain those properties.

In order to achieve this, it is the Municipality's intent to participate in the County-wide registration program established by the Authority and administered by HERA PROPERTY REGISTRY, LLC, as a mechanism to efficiently and effectively protect neighborhoods from the deterioration and blight caused by foreclosed properties that become vacant and abandoned.

## B. DESCRIPTION OF SERVICES.

The Municipality shall participate in the County-wide Registration Program, administered by HERA PROPERTY REGISTRY, LLC, in order to register, monitor, and ensure the security and maintenance of each commercial and/or residential property within the Municipality for which a foreclosure action has been filed by a creditor, as defined by P.L.2021, c.444. HERA PROPERTY REGISTRY, LLC, shall provide all the required services necessary to develop and implement the Program, including a registration portal, fee collection, and notification services in accordance with the requirements of the Municipality's Ordinance. HERA PROPERTY REGISTRY, LLC's services shall include, but not be limited to, the following:

- 1. Identify properties within the County of Camden, whether residential, commercial, vacant and abandoned, or occupied, for which a summons and complaint in a foreclosure action have been filed by the creditor of the property.
- 2. Notify the creditor of: (i) its requirements to register the property within ten (10) days of filing a summons and complaint in a foreclosure action; (ii) all applicable registration fees;

- and (iii) any current or subsequent violations of the Municipality's Ordinance as it pertains to the property and/or the creditor's obligations thereunder.
- 3. Provide the creditor with detailed instructions on how to register the property, the identifying information required to complete registry, the associated registration fees and instructions for payment, access to the registry system, and all continuing obligations of the creditor, including those obligations applicable to a property which becomes vacant and abandoned during the foreclosure process.
- 4. Provide training and support to the creditors' authorized representatives responsible for electronically registering the property information and updating the registry during the pendency of the foreclosure action.
- 5. Maintain, throughout the duration of the engagement, a web-based electronic registry system that affords all creditors the opportunity to register properties, update information, and remit any fees as required by the Municipality's Ordinance.
- 6. Provide the Authority free access to, and training and support on, the web-based electronic registry system and reporting tools.
- 7. Include in the web-based electronic registry system, at no additional cost to the Authority, any properties in the County for which a pending foreclosure action has been filed prior to the commencement of any Vendor services hereunder, indicate whether or not the property is required to be registered, and the registration status.
- 8. Provide a financial accounting of property registration fees, identifying those which are in compliance with the ordinance as well as those which have not met their financial obligations.
- 9. Provide such other financial and/or registration reports as reasonably requested by the Authority.
- 10. Communicate with the Municipality's designated official(s) regarding properties which are or may become vacant and abandoned, and those which the Municipality believes may be in violation
- 11. Issue notices to the creditors concerning municipal violations.
- 12. Any and all other services necessary to administer the Program as permitted pursuant to the authority provided by P.L.2021, c.444.

## C. FEES.

HERA PROPERTY REGISTRY, LLC shall be the collector of the registration fee established by the Municipality's Ordinance. The parties acknowledge that P.L.2021, c.444 sets the maximum amount of registration fees and penalties that the Municipality may charge to participate in the Registration Program. The fee shall be apportioned as follows:

1. Hera Property Registry, LLC shall receive a flat fee of \$100.00 per registration for the Authority as invoiced by Hera Property Registry, LLC.

- 2. The second \$100.00 shall be disbursed by the Authority to the Municipality.
- 3. After Vendor receives \$100.00 and Municipality receives \$100.00, the Authority shall retain the portion of fee in excess of \$200.00 up to a \$100.00 maximum.
- 4. Any registration fee amount in excess of \$300.00 shall be submitted to the Municipality.
- 5. Should there be a late fee associated with the Municipality's ordinance, the late fee will be collected by Hera Property Registry, LLC, remitted to the Authority who will distribute 20% to Hera Property Registry, LLC and 80% to the municipality. Neither Hera Property Registry, LLC nor the Authority shall be entitled to any fines levied by the Municipality for code violations of the registration requirement.

## D. DURATION OF AGREEMENT.

This Agreement shall become effective immediately upon authorization, execution, and delivery by all parties.

This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing for a period of 5 years or in accordance with the Contract executed between the Authority and HERA PROPERTY REGISTRY, LLC attached hereto as "Exhibit A."

## E. TERMINATION OF AGREEMENT.

- 1. This Agreement may be terminated by either party, at any time, with a minimum of thirty (30) days written notice to the other party, with or without cause.
- 2. Upon termination, any and all data collected by HERA PROPERTY REGISTRY, LLC up to the date of termination will remain the property of the Authority and HERA PROPERTY REGISTRY, LLC.
- 3. Any fees due and owing to the Municipality at the time of termination shall be remitted by the Authority during the Authority's next regularly scheduled disbursement.
- 4. The Authority and HERA PROPERTY REGISTRY, LLC shall be entitled to all fees in accordance with subparagraphs (C)(3) and (4) that accrue up until the date of the termination notice as well as all fees in accordance with those subparagraphs that accrue up until the date the agreement actually terminates.
- 5. Upon termination, Municipality will no longer have access to the program administered by HERA PROPERTY REGISTRY, LLC as part of this Shared Services Agreement.

## F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the Authority, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement, and to the extent permitted by P.L.2021, c.444.

Neither Authority nor Municipality intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the Authority pursuant to this Agreement.

### G. INDEMNIFICATION.

- a. During the term of this Shared Services Agreement, each party, including the members of its governing body and its officers, agents, and employees, shall indemnify and hold each other harmless against any and all liability, loss, cost, damages, claims, judgment, or expense, of any and all kinds or nature, which the indemnified party, the members of its governing body, or its officers, agents, or employees may sustain, may be subject to, or may be caused to incur by reason of any claim, suit, or action which is based upon or arising out of any services performed, work performed, obligation undertaken, or not performed in connection with this Agreement and the services contemplated herein.
- b. The indemnifying party at its own cost and expense, shall defend any and all such claims, suits, and actions which may be brought or asserted against any indemnified party, the members of its governing body, or its officers, agents or employees, provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend any insured party which may be named in such policy of insurance in connection with any claims, suits, or actions which are covered by the terms of such policy.
- c. Each party agrees as follows:
  - i. Each party shall give the other prompt written notice of the filing of each such claim and the institution of each such suit or action;
  - ii. No party shall, without the prior written consent of each other party, adjust, settle, or compromise any such claim, suit or action, with respect to this Agreement and the services contemplated herein.

## H. COMPLIANCE WITH LAWS AND REGULATION.

Each party agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

## I. INSURANCE.

At all times during the term of this Shared Services Agreement, each party shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk, and comprehensive general liability insurance with respect to this Agreement and the services contemplated herein, as shall be determined to be reasonably required. Each entity shall be obligated to pay for the cost of all such Insurance.

## J. EVENTS OF DEFAULT.

Any one of the following shall constitute an event of default by any party:

- 1. Breach by any party of any obligation, representation, warranty, or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other party to the defaulting party; or, if such breach is of a type that cannot be cured within thirty (30) days, the failure of the defaulting party within such thirty (30) day period to commence and diligently pursue a remedy to such breach;
- 2. Failure by any defaulting party to perform any other term or condition of this Shared Services Agreement within thirty (30) days after written notice of such failure has been sent by any other party or, if such failure is of a type that cannot be cured within thirty (30) days, the failure of the defaulting party within such thirty (30) day period to commence and diligently pursue performance of such term or condition to completion;
- 3. The filing of a petition by the defaulting party in bankruptcy, or the filing of a petition in bankruptcy against a party which is not dismissed within sixty (60) days after such filing;
- 4. If a party is adjudged to be bankrupt or determined to be insolvent; or
- 5. If a party seeks reorganization or liquidation under any Federal or State bankruptcy law, or otherwise makes an assignment for the benefit of its creditors.

### K. REMEDIES.

Whenever any Event of Default as described in Paragraph J above shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the Default has not been cured, the Non-Defaulting Party may take any and all action available to the Non-Defaulting Party within the confines of the law to enforce the performance and observance of any obligation, agreement, or covenant of the Defaulting Party under the terms of this Agreement, including termination of this Agreement by written notice to the Defaulting Party.

## L. NO REMEDY EXCLUSIVE.

No remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Shared Services Agreement or which is now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

## M. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any provision which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other future or continuing breach hereunder.

## N. NO PERSONAL LIABILITY.

No covenant, condition, or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition, or agreement of any past, present or future officer, agent, or employee of the Authority or Municipality, in his or her individual capacity, and neither the officers agents or employees of the Authority or Municipality nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

### O. MISCELLANEOUS.

- 1. <u>Amendment</u>. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
- 2. <u>Successors and Assigns</u>. This Shared Services Agreement shall inure to the benefit of and shall be binding upon each party and their respective successors and assigns.
- 3. <u>Severability</u>. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 4. <u>Counterparts</u>. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
- 5. <u>Entire Agreement</u>. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions, and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written, between the parties hereto.
- 6. <u>Further Assurances & Corrective Instruments</u>. All entities shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Services or to correct any inconsistent or ambiguous term hereof.
- 7. <u>Headings</u>. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
- 8. <u>Non-Waiver</u>. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
- 9. <u>Governing Law.</u> The terms of this Shared Services Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity, and performance.

Р.	EFFECTIVE DATE.	
consid	This Agreement shall be effective as of the _dered the commencement date of this Agreement	day of, 2023, which date shall be
ATT	TEST:	CAMDEN COUNTY IMPROVEMENT AUTHORITY
		BY:  James Lex, Executive Director
АТТ	EST:	BOROUGH OF HADDON HEIGHTS
		BY:Zachary Houck, Mayor