

STRATFORD BOROUGH COUNCIL  
AGENDA MEETING AGENDA  
OCTOBER 4, 2018  
7:00 P.M.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

STATEMENT OF ADVERTISEMENT:

Notice of this meeting has been provided to the Courier Post and the Central Record and is posted on the Borough Hall Bulletin Board stating the time and the place of the meeting.

ROLL CALL:

MAYOR JOSH KEENAN	TINA LOMANNO, COUNCILWOMAN
COUNCIL PRESIDENT FRANK HARTMAN	STUART PLATT, SOLICITOR
TOM COLLINS, COUNCILMAN	STEVEN BACH, BOROUGH ENGINEER
PATRICK GILLIGAN, COUNCILMAN	RON MORELLO, POLICE CHIEF
PATRICK GREEN, COUNCILMAN	BEN ANGELI, BOROUGH CLERK
LINDA HALL, COUNCILWOMAN	MICHAELA BOSLER, DEPUTY CLERK

PUBLIC PORTION FOR AGENDA ITEMS ONLY:

Motion to go to open public portion on agenda items only:

Motion:                      Second:                      Vote:

Motion to close public portion on agenda items:

Motion:                      Second:                      Vote:

POLICE REPORT:

ENGINEER REPORT:

APPROVAL OF MINUTES:

JULY 10, 2018	REGULAR MEETING
AUGUST 9, 2018	AGENDA MEETING
AUGUST 14, 2018	REGULAR COUNCIL MEETING
Motion:                      Second:                      RCV:	

OLD BUSINESS:                      NONE

NEW BUSINESS:

REPORT #1	EMPLOYEE TO LABORER ONE
REPORT #2	APPOINT DEPUTY CUSTODIAN OF RECORDS
REPORT #3	AMEND CREDIT CARD POLICY
REPORT #4	AMEND SALARY ORDINANCE
REPORT #5	SENIOR EXPERIENCE

RESOLUTIONS:

RESOLUTIONS 2018:182 THROUGH 2018:191 WILL BE DONE AS A CONSENT AGENDA

Council can at this time request to remove any of the resolutions from the consent agenda and they can be voted on separately.

- RES. 2018:182 RESOLUTION AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO AND EXECUTE A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR THE OPEN SPACE GRANT PROGRAM ROUND #18. (\$25,000)
- RES. 2018:183 CHAPTER 159 – RESERVE FOR OPEN SPACE GRANT FOR QUAKER RUN NATURE TRAIL (\$25,000.00)
- RES. 2018:184 RATIFY SALE OF POLICE CAR(\$1,391.00)
- RES. 2018:185 VETERAN TAX DEDUCTION
- RES. 2018:186 APPROVE BUSINESS LICENSE (VICTRA VERIZON STORE)
- RES. 2018:187 APPROVE RAFFLE LICENSE RL666 FOR KNIGHTS OF COLUMBUS HOLY FAMILY COUNCIL #7800
- RES. 2018:188 CHAPTER 159 – NJ HIGHWAY TRAFFIC SAFETY DWI ENFORCEMENT GRANT (\$16,013.28)
- RES. 2018:189 CHAPTER 159 – NJ HIGHWAY TRAFFIC SAFETY GRANT, DWI TASK FORCE (\$74,000.00)
- RES. 2018:190 RESOLUTION AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO AND EXECUTE A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR THE OPEN SPACE PRESERVATION TRUST FUND GRANT ROUND #16 – HISTORIC PRESERVATION FUNDING - QUAKER STORE (\$30,000)
- RES. 2018:191 CHAPTER 159 – RESERVE FOR OPEN SPACE GRANT - HISTORIC PRESERVATION FUNDING – QUAKER STORE (\$30,000)

MOTION TO APPROVE THE CONSENT AGENDA \_\_\_\_\_ SECOND \_\_\_\_\_ RCV \_\_\_\_\_

COUNCIL COMMENTS:

GOOD AND WELFARE:

Motion to open the meeting to the public for Good and Welfare:

Motion:                      Second:                      Voice Vote:

Motion to close the public portion for Good and Welfare:

Motion:                      Second:                      Voice Vote:

ADJOURN:

Motion:                      Second:                      Voice Vote:                      **TIME** \_\_\_\_\_

**RESOLUTION 2018:182**

**RESOLUTION AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO AND EXECUTE A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR THE OPEN SPACE GRANT PROGRAM ROUND 18. (\$25,000)**

**WHEREAS**, the Borough of Stratford is a municipal corporation and body politic duly organized and existing under the laws of the State of New Jersey for the purpose, among others, of insuring the health, safety and welfare of its residents; and

**WHEREAS**, the County of Camden is a corporate of the state and body politic duly organized and existing under the laws of the State of New Jersey for the purpose, among others, of insuring the health, safety and welfare of its residents; and

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., municipalities are authorized to enter into agreements to provide or receive services; and

**WHEREAS**, the Borough of Stratford and the County of Camden desire to enter into a Shared Services Agreement for the purpose of implementing the recommendations of the Camden County Open Space Trust Fund Advisory Committee, and

**WHEREAS**, it has been determined that the Agreement will benefit the health, safety and welfare of the residents of the Borough of Stratford.

**NOW, THEREFORE, BE IT RESOLVED**, by the mayor and Council of the Borough of Stratford that the aforementioned Shared Services Agreement, a copy of which is attached hereto as Exhibit "A," is hereby approved; and

**BE IT FURTHER RESOLVED**, that the Mayor of the Borough of Stratford is authorized to implement this resolution and execute any documents necessary in connection therewith.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 4, 2018.

\_\_\_\_\_  
Ben Angeli, Borough Clerk

SHARED SERVICES AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF CAMDEN  
AND  
BOROUGH OF STRATFORD

**THIS DOCUMENT** constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A: 65-1 et seq. entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (**County**), and the Borough of Stratford, a body of politic and corporate of the State of New Jersey with offices located at 307 Union Avenue, Stratford, New Jersey, 08084 (**Borough**). The date of execution of this Agreement is the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSETH:

**WHEREAS**, the need exists within the County of Camden (**County**) and its municipalities for the preservation of historic sites; and

**WHEREAS**, The Borough of Stratford (**Borough**) desires to restore a property known as the Quaker Store, a 19<sup>th</sup> Century Victorian house/store located within the Borough of Stratford (**subject property**); and

**WHEREAS**, the **Borough** desires to acquire assets which would permit it to provide for the restoration of the Quaker Store; and

**WHEREAS**, the **County** desires to fund, in an amount not to exceed \$30,000, the restoration of the **subject property** by the **Borough**, in accordance with the approved work plan (**Work Plan**) which is attached hereto, in order that the citizens of the **County** may ensure the continued preservation of historic properties within the **County**; and

**WHEREAS**, the **Borough** agrees to indemnify and hold harmless the County of Camden, its agents, servants, and employees from any and all liability relating to the restoration of the **subject property**, together with their ownership and use; and

**WHEREAS**, by resolution adopted October 20, 2016, the Board of Freeholders of the County of Camden authorized the execution of any necessary contractual documents to implement the recommendations of the Camden County Open Space Preservation Trust Fund Advisory Committee with respect to Round 16 - Historic Preservation funding, now, therefore,

**IN CONSIDERATION** of the mutual promises set forth herein, the parties hereto agree as follows:

**1. TERM**

This Agreement shall be for a one (1) year period commencing upon the date of the execution of this Agreement.

**2. BOROUGH'S RESPONSIBILITIES**

The **Borough** shall negotiate with contractors for said restoration of the Quaker Store and shall provide the **County** with a copy of all plans and agreements with contractors for said restoration work identified in the **Work Plan**, not less than seven days prior to the commencement of work. Failure to submit said documents prior to the commencement of work may result in a denial of the organization's request for funds, if said work is found to be inconsistent with the historic period of the restoration project. Following completion of the work, the **Borough** shall submit copies of all invoices from said contractors, and copies of all cancelled checks for said restoration as they relate to the **Work Plan**.

The **Borough** may use any funds provided by the **County** only for the purpose of restoring the **subject property** in accordance with the **Work Plan** attached hereto. The **Borough** must make written application to the County for any proposed changes to the approved **Work Plan** and must receive written approval for the proposed changes from the County prior to seeking reimbursement for costs relating to said changes. The **Borough** must provide the **County** with copies of all contracts and other documents identified above which relate to said restoration.

**The Borough shall provide evidence of the availability of matching funds in the amount of \$7,500 (25%) for the tasks listed in the Work Plan.**

The **Borough** shall inform the **County** in writing of any circumstances that will delay the completion of the **Work Plan** beyond the term of this Agreement not less than sixty (60) days prior to the expiration of this Agreement.

The **Borough** may use any funds provided by the **County** only for the purpose stated within the **Work Plan**. The **Borough** must provide the **County** with copies of all contracts and other documents identified above which relate to said **Work Plan**. A completed **Historic Preservation Grant Payment/Reimbursement Request Form (Attachment I)**, must accompany all request(s) for release of funds. No funds will be released unless/until this completed form is received by the **County**.

The **Borough** shall allow the **County** to place a sign no larger than 18" x 24" on the property, at a mutually agreed to location, which shall identify the Camden County Open Space Preservation Trust Fund as a financial partner in the preservation of the **subject property**.

### **3. COUNTY'S RESPONSIBILITIES**

Upon receipt of a signed contract(s) for work contained in the **Work Plan**, the **County** shall pay to the **Borough** the sum of said contract(s), or a percentage thereof, for the purpose of permitting the **Borough** to restore the subject property. The amount paid shall not exceed the amount for said work identified in the **Borough's** application submitted to the **County** for Round 16 - Historic Preservation Funding, nor shall it exceed \$30,000 in the aggregate. Any balance from the original appropriation of funds which remains after all work identified in the **Work Plan** has been completed, shall remain with the **County**.

#### 4. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-9, if any party performing a service on behalf of another party or parties to this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the Agreement for the work to be performed by a private contractor under such Agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40a: 11-1 et seq.)

#### 5. AUDIT

Pursuant to the Single Audit Act of 1984, the **Borough** agrees to permit the **County** and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

#### 6. RIGHT TO INSPECT

The **Borough** shall permit the **County** or its authorized representative, to make visits to the site during restoration in order to: assure the **Borough's** compliance with the terms of this Agreement, review project accomplishments, or provide such technical assistance as may be required.

#### 7. INDEMNIFICATION

The **Borough** shall indemnify, hold harmless and defend the **County**, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with, the restoration work conducted pursuant to this Agreement.

#### 8. INSURANCE

The **Borough** shall provide and maintain during the term of this Agreement adequate insurance coverage for the restoration work to be performed pursuant to this Agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance which includes limits which are the same as those procured by the **Borough** for other types of activities.

**9. NOTICE**

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the **County** by directing the same to the County Administrator, 16<sup>th</sup> Floor, 520 Market St., Camden, New Jersey 08102 and to the **Borough** by directing the same to the Office of the Mayor, Borough of Stratford, 307 Union Avenue, Stratford, New Jersey, 08084.

**10. MISCELLANEOUS**

The following provisions shall apply to this Agreement:

**a. Construction of this Agreement**

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

**b. Amendments**

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

**c. Headings**

This section and or any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

**d. Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

**e. Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

**f. Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without the County's prior written permission.

**g. Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.



**h. Funding**

In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

**i. Waiver**

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

ATTEST:

COUNTY OF CAMDEN

\_\_\_\_\_  
CLERK, BOARD OF FREEHOLDERS

\_\_\_\_\_  
ROSS G. ANGILELLA  
COUNTY ADMINISTRATOR

WITNESS:

BOROUGH OF STRATFORD

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(OP-HISTAGRE-Quaker.RD16)



**OPEN SPACE, RECREATION, FARMLAND AND HISTORIC  
PRESERVATION TRUST FUND**

**Quaker Store  
(Round 16)**

*Approved Work Plan*

- Task #1: Replace door jamb and doors on White Horse Pike side
- Task #2: Repair/replace deteriorated clapboard and porch floor and balusters ramp
- Task #3: Repair handicapped ramp

## Historic Preservation Grant

# Payment/Reimbursement Request Form

The following payments/reimbursements are requested relative to the project listed below:

**Project Name:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

**Funding Round:** \_\_\_\_\_

Please specify the **Task #**, as identified in the **Approved Work Plan** contained in your **Project Agreement**, for each item for which payment/reimbursement is requested, and documentation included.

<b>Task #</b>	<b>Item</b> <small>(i.e. fencing, field regrading, lighting etc.)</small>	<b>Payment/Reimbursement Requested</b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
<b>TOTAL REQUESTED</b>		\$ <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**RESOLUTION 2018:183**  
**CHAPTER 159 RESERVE FOR OPEN SPACE**  
**QUAKER RUN NATURE TRAIL (\$25,000)**

WHEREAS, N.J.S.A. 40A:40-87 provides that the Director of the Division of Local Finance may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Borough of Stratford hereby requests the Director of the Division of Local Finance to approve the insertion of an item of revenue in the budget for the year 2018 in the amount of twenty-five thousand dollars and no cents (\$25,000.00) Reserve for Open Space-Quaker Rub Nature Trail Grant which item is now available pursuant to the provision of statute; and

BE IT FURTHER RESOLVED, that a like sum of twenty-five thousand dollars and no cents (\$25,000.00) be and the same is hereby appropriated under the caption of:

RESERVE FOR OPEN SPACE - QUAKER RUN NATURE TRAIL

BE IT FURTHER RESOLVED, that the above is the result of monies received from the State of New Jersey and was deposited into the proper account.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 4, 2018.

\_\_\_\_\_  
Ben Angeli, Borough Clerk

**RESOLUTION 2018:184**

**RATIFY SALE OF POLICE CAR**

WHEREAS, the Borough of Stratford Police Department has a vehicle which no longer serves any purpose for vehicular use; and

WHEREAS, the vehicle is a 2003 Ford Expedition Vin# 1FMPU16L33LC27448 which no longer is road worthy; and

WHEREAS, the vehicle was offered for public sale at a minimum bid of \$500.00;

WHEREAS, a bid of \$1391.00 was received.

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to ratify the sale of the vehicle for \$1391.00.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 4, 2018.

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Ben Angeli, Borough Clerk

**RESOLUTION 2018:185**

**VETERAN TAX DEDUCTION**

WHEREAS, all the eligibility requirements for a 2018 VETERAN or WIDOW OF A VETERAN property tax deduction have been met by the following residents:

<u>BLOCK</u>	<u>LOT</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
71	23	Rourke Decker	5 Warwick Road	250.00
115	15	Larry R Ketchum	12 Sunnybrook Road	250.00

WHEREAS, the deduction has been approved by the Borough Tax Assessor;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council that a tax deduction be granted to the above-mentioned residents and these deductions be placed on the 2018 tax list; and

BE IT FURTHER RESOLVED, the Tax Collector is hereby authorized to apply the above-mentioned deductions to the tax accounts of the above-mentioned residents as a credit against the next due tax bills of each.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 4, 2018.

\_\_\_\_\_  
Ben Angeli, Borough Clerk

**RESOLUTION 2018:186**  
**APPROVE BUSINESS LICENSE**

WHEREAS, a business has applied to the Borough of Stratford for mercantile license; and

WHEREAS, the various municipal departments have reviewed the application prior to presenting to the Governing Body; and

NOW, THEREFORE, BE IT RESOLVED, by Council to approve the mercantile licenses for:

Victra – 1 White Horse pike

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 4, 2018.

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Ben Angeli, Borough Clerk



**RESOLUTION 2018:187**

**APPROVING RAFFLE LICENSE RL666 FOR  
KNIGHTS OF COLUMBUS HOLY FAMILY COUNCIL #7800**

**WHEREAS**, The Knights of Columbus Holy Family Council #7800 has applied for and received an identification number 483-6-30939 allowing The Knights of Columbus Holy Family Council #7800 the ability to apply for a raffle license requesting proper approval; and

**WHEREAS**, The Knights of Columbus Holy Family Council #7800 has properly completed the raffle license application and at least 7 days have elapsed between the time the application was filed and the time that the Borough Council made their findings and determination and filed it and a check with the Legalized Games of Chance Control Commission (LGCCC) in the amount of \$60.00 and that 15 days will elapse between the time the municipality forwards the application to the control commission and the date the license is issued to the applicant; and

**WHEREAS**, the Borough Clerk has reported that the legal preliminaries have been strictly complied with; and

**WHEREAS**, the issuing of such licenses is contingent on the LGCCC not returning the application for any reason;

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council be and is hereby authorized to issue a Raffle license numbered RL666 to The Knights of Columbus Holy Family Council #7800 for the raffle taking place on December 16, 2018.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 9, 2018.

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Ben Angeli, Borough Clerk

**RESOLUTION 2018:188**

**CHAPTER 159 – NJ HIGHWAY TRAFFIC SAFETY  
DWI ENFORCEMENT GRANT (\$16,013.28)**

WHEREAS, N.J.S.A. 40A:40-87 provides that the Director of the Division of Local Finance may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Borough of Stratford hereby requests the Director of the Division of Local Finance to approve the insertion of an item of revenue in the budget for the year 2018 in the amount of Sixteen thousand thirteen dollars and twenty eight cents (\$16,013.28) reserve for NJ Highway Traffic Safety DWI Enforcement Grant which item is now available pursuant to the provision of statute; and

BE IT FURTHER RESOLVED, that a like sum of Sixteen thousand thirteen dollars and twenty eight cents (\$16,013.28) be and the same is hereby appropriated under the caption of:

**NJ HIGHWAY TRAFFIC SAFETY DWI ENFORCEMENT GRANT**

BE IT FURTHER RESOLVED, that the above is the result of monies received from the State of New Jersey and was deposited into the proper account.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 4, 2018.

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Ben Angeli, Borough Clerk

**RESOLUTION 2018:189**

**CHAPTER 159 – NJ HIGHWAY TRAFFIC SAFETY  
GRANT, DWI TASK FORCE (\$70,000.00)**

WHEREAS, N.J.S.A. 40A:40-87 provides that the Director of the Division of Local Finance may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Borough of Stratford hereby requests the Director of the Division of Local Finance to approve the insertion of an item of revenue in the budget for the year 2018 in the amount of seventy-four thousand dollars and no cents (\$74,000.00) reserve for NJ Highway Traffic Safety Grant, DWI Task Force which item is now available pursuant to the provision of statute; and

BE IT FURTHER RESOLVED, that a like sum of seventy thousand dollars and no cents (\$74,000.00) be and the same is hereby appropriated under the caption of:

**RESERVE FOR NJ HIGHWAY TRAFFIC SAFETY  
GRANT, DWI TASK FORCE**

BE IT FURTHER RESOLVED, that the above is the result of monies received from the State of New Jersey and was deposited into the proper account.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 4, 2018.

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Ben Angeli, Borough Clerk

**RESOLUTION 2018:190**

**RESOLUTION AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO AND EXECUTE A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR THE OPEN SPACE PRESERVATION TRUST FUND GRANT ROUND #16 – HISTORIC PRESERVATION FUNDING. (\$30,000)**

**WHEREAS**, the Borough of Stratford is a municipal corporation and body politic duly organized and existing under the laws of the State of New Jersey for the purpose, among others, of insuring the health, safety and welfare of its residents; and

**WHEREAS**, the County of Camden is a corporate of the state and body politic duly organized and existing under the laws of the State of New Jersey for the purpose, among others, of insuring the health, safety and welfare of its residents; and

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., municipalities are authorized to enter into agreements to provide or receive services; and

**WHEREAS**, the Borough of Stratford and the County of Camden desire to enter into a Shared Services Agreement for the purpose of implementing the recommendations of the Camden County Open Space Trust Fund Advisory Committee with respect to Round #16 – Historic Preservation funding, and

**WHEREAS**, it has been determined that the Agreement will benefit the health, safety and welfare of the residents of the Borough of Stratford.

**NOW, THEREFORE, BE IT RESOLVED**, by the mayor and Council of the Borough of Stratford that the aforementioned Shared Services Agreement, a copy of which is attached hereto as Exhibit “A,” is hereby approved; and

**BE IT FURTHER RESOLVED**, that the Mayor of the Borough of Stratford is authorized to implement this resolution and execute any documents necessary in connection therewith.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 4, 2018.

---

Ben Angeli, Borough Clerk

SHARED SERVICES AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF CAMDEN  
AND  
BOROUGH OF STRATFORD

**THIS DOCUMENT** constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A: 65-1 et seq. entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (**County**), and the Borough of Stratford, a body of politic and corporate of the State of New Jersey with offices located at 307 Union Avenue, Stratford, New Jersey, 08084 (**Borough**). The date of execution of this Agreement is the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSETH:

**WHEREAS**, the need exists within the County of Camden (**County**) and its municipalities for the preservation of historic sites; and

**WHEREAS**, The Borough of Stratford (**Borough**) desires to restore a property known as the Quaker Store, a 19<sup>th</sup> Century Victorian house/store located within the Borough of Stratford (**subject property**); and

**WHEREAS**, the **Borough** desires to acquire assets which would permit it to provide for the restoration of the Quaker Store; and

**WHEREAS**, the **County** desires to fund, in an amount not to exceed \$30,000, the restoration of the **subject property** by the **Borough**, in accordance with the approved work plan (**Work Plan**) which is attached hereto, in order that the citizens of the **County** may ensure the continued preservation of historic properties within the **County**; and

**WHEREAS**, the **Borough** agrees to indemnify and hold harmless the County of Camden, its agents, servants, and employees from any and all liability relating to the restoration of the **subject property**, together with their ownership and use; and

**WHEREAS**, by resolution adopted October 20, 2016, the Board of Freeholders of the County of Camden authorized the execution of any necessary contractual documents to implement the recommendations of the Camden County Open Space Preservation Trust Fund Advisory Committee with respect to Round 16 - Historic Preservation funding, now, therefore,

**IN CONSIDERATION** of the mutual promises set forth herein, the parties hereto agree as follows:

**1. TERM**

This Agreement shall be for a one (1) year period commencing upon the date of the execution of this Agreement.

**2. BOROUGH'S RESPONSIBILITIES**

The **Borough** shall negotiate with contractors for said restoration of the Quaker Store and shall provide the **County** with a copy of all plans and agreements with contractors for said restoration work identified in the **Work Plan**, not less than seven days prior to the commencement of work. Failure to submit said documents prior to the commencement of work may result in a denial of the organization's request for funds, if said work is found to be inconsistent with the historic period of the restoration project. Following completion of the work, the **Borough** shall submit copies of all invoices from said contractors, and copies of all cancelled checks for said restoration as they relate to the **Work Plan**.

The **Borough** may use any funds provided by the **County** only for the purpose of restoring the **subject property** in accordance with the **Work Plan** attached hereto. The **Borough** must make written application to the County for any proposed changes to the approved **Work Plan** and must receive written approval for the proposed changes from the County prior to seeking reimbursement for costs relating to said changes. The **Borough** must provide the **County** with copies of all contracts and other documents identified above which relate to said restoration.

**The Borough shall provide evidence of the availability of matching funds in the amount of \$7,500 (25%) for the tasks listed in the Work Plan.**

The **Borough** shall inform the **County** in writing of any circumstances that will delay the completion of the **Work Plan** beyond the term of this Agreement not less than sixty (60) days prior to the expiration of this Agreement.

The **Borough** may use any funds provided by the **County** only for the purpose stated within the **Work Plan**. The **Borough** must provide the **County** with copies of all contracts and other documents identified above which relate to said **Work Plan**. **A completed Historic Preservation Grant Payment/Reimbursement Request Form (Attachment D), must accompany all request(s) for release of funds. No funds will be released unless/until this completed form is received by the County.**

The **Borough** shall allow the **County** to place a sign no larger than 18" x 24" on the property, at a mutually agreed to location, which shall identify the Camden County Open Space Preservation Trust Fund as a financial partner in the preservation of the **subject property**.

### **3. COUNTY'S RESPONSIBILITIES**

Upon receipt of a signed contract(s) for work contained in the **Work Plan**, the **County** shall pay to the **Borough** the sum of said contract(s), or a percentage thereof, for the purpose of permitting the **Borough** to restore the subject property. The amount paid shall not exceed the amount for said work identified in the **Borough's** application submitted to the **County** for Round 16 - Historic Preservation Funding, nor shall it exceed \$30,000 in the aggregate. Any balance from the original appropriation of funds which remains after all work identified in the **Work Plan** has been completed, shall remain with the **County**.

#### 4. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-9, if any party performing a service on behalf of another party or parties to this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the Agreement for the work to be performed by a private contractor under such Agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40a: 11-1 et seq.)

#### 5. AUDIT

Pursuant to the Single Audit Act of 1984, the **Borough** agrees to permit the **County** and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

#### 6. RIGHT TO INSPECT

The **Borough** shall permit the **County** or its authorized representative, to make visits to the site during restoration in order to: assure the **Borough's** compliance with the terms of this Agreement, review project accomplishments, or provide such technical assistance as may be required.

#### 7. INDEMNIFICATION

The **Borough** shall indemnify, hold harmless and defend the **County**, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with, the restoration work conducted pursuant to this Agreement.

#### 8. INSURANCE

The **Borough** shall provide and maintain during the term of this Agreement adequate insurance coverage for the restoration work to be performed pursuant to this Agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance which includes limits which are the same as those procured by the **Borough** for other types of activities.



9. **NOTICE**

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the **County** by directing the same to the County Administrator, 16<sup>th</sup> Floor, 520 Market St., Camden, New Jersey 08102 and to the **Borough** by directing the same to the Office of the Mayor, Borough of Stratford, 307 Union Avenue, Stratford, New Jersey, 08084.

10. **MISCELLANEOUS**

The following provisions shall apply to this Agreement:

a. **Construction of this Agreement**

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. **Amendments**

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. **Headings**

This section and or any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

d. **Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. **Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. **Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without the County's prior written permission.

g. **Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

**h. Funding**

In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

**i. Waiver**

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

**IN WITNESS WHEREOF**, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

ATTEST:

COUNTY OF CAMDEN

\_\_\_\_\_  
CLERK, BOARD OF FREEHOLDERS

\_\_\_\_\_  
ROSS G. ANGILELLA  
COUNTY ADMINISTRATOR

WITNESS:

BOROUGH OF STRATFORD

\_\_\_\_\_

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

(OP-HISTAGRE-Quaker.RD16)



**OPEN SPACE, RECREATION, FARMLAND AND HISTORIC  
PRESERVATION TRUST FUND**

**Quaker Store  
(Round 16)**

*Approved Work Plan*

- Task #1: Replace door jamb and doors on White Horse Pike side
- Task #2: Repair/replace deteriorated clapboard and porch floor and balusters ramp
- Task #3: Repair handicapped ramp

## Historic Preservation Grant

# Payment/Reimbursement Request Form

The following payments/reimbursements are requested relative to the project listed below:

**Project Name:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

**Funding Round:** \_\_\_\_\_

Please specify the **Task #**, as identified in the **Approved Work Plan** contained in your **Project Agreement**, for each item for which payment/reimbursement is requested, and documentation included.

<b>Task #</b>	<b>Item</b> <small>(i.e. fencing, field regrading, lighting etc.)</small>	<b>Payment/Reimbursement Requested</b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
<b>TOTAL REQUESTED</b>		<b>\$</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**RESOLUTION 2018:191**

**CHAPTER 159 – RESERVE FOR OPEN SPACE GRANT - HISTORIC  
PRESERVATION FUNDING – QUAKER STORE. (\$30,000)**

WHEREAS, N.J.S.A. 40A:40-87 provides that the Director of the Division of Local Finance may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount; and

NOW, THEREFORE, BE IT RESOLVED that the Borough of Stratford hereby requests the Director of the Division of Local Finance to approve the insertion of an item of revenue in the budget for the year 2018 in the amount of Thirty thousand dollars and no cents (\$30,000.00) Reserve for Open Space - Quaker Store Grant which item is now available pursuant to the provision of statute; and

BE IT FURTHER RESOLVED, that a like sum of Thirty thousand dollars and no cents (\$30,000.00) be and the same is hereby appropriated under the caption of:

**RESERVE FOR OPEN SPACE GRANT –  
HISTORIC PRESERVATION FUNDING – QUAKER STORE**

BE IT FURTHER RESOLVED, that the above is the result of monies received from the State of New Jersey and was deposited into the proper account.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on October 4, 2018.

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Ben Angeli, Borough Clerk