

STRATFORD BOROUGH COUNCIL
AGENDA MEETING/REDEVELOPMENT WORKSHOP AGENDA
NOVEMBER 7, 2019
7:00 P.M.

CALL TO ORDER:

The November 7th, 2019 Stratford Borough Agenda Meeting/Redevelopment Workshop.

PLEDGE OF ALLEGIANCE AND PRAYER:

STATEMENT OF ADVERTISEMENT:

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

ROLL CALL:

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

PUBLIC PORTION FOR AGENDA ITEMS ONLY:

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

Motion: _____ Second: _____ Voice Vote _____

Motion to close public portion on agenda items:

Motion: _____ Second: _____ Voice Vote _____

POLICE REPORT:

ENGINEER REPORT:

APPROVAL OF MINUTES:

DECEMBER 6, 2018	EXECUTIVE SESSION
DECEMBER 13, 2018	EXECUTIVE SESSION
OCTOBER 3, 2019	AGENDA MEETING/REDEVELOPMENT WORKSHOP
OCTOBER 3, 2019	EXECUTIVE SESSION
OCTOBER 8, 2019	REGULAR MEETING

Motion: _____ Second: _____ RCV: _____

OLD BUSINESS: NONE

NEW BUSINESS:

REPORT #1 ORDINANCE 2019:19 AND 2019:20 – INTRODUCTION HELD ON TUESDAY, NOVEMBER 12TH

This agenda is subject to change

REPORT #2	PROCLAMATION HONORING RETIREMENT OF CAPTAIN STEPHEN J. MCBRIDE
REPORT #3	RFQS
REPORT #4	MAGNOLIA RECYCLING SCHEDULE
REPORT #5	POTENTIAL RESOLUTION CALLING FOR STUDY COMMISSION TO REVIEW OPRA LAW FROM NJLM

RESOLUTIONS:

AMENDED RES. 2019:213 RESOLUTION AUTHORIZING AND DIRECTING THE BOROUGH OF STRATFORD JOINT LAND USE BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER THE PROPOSED STUDY AREA WHICH INCLUDES BLOCK 36, LOTS 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.01; BLOCK 40, LOTS 2, 3, 4, 5, 7, 8, 9 and 10; BLOCK 41, LOTS 2, 2.01, 3, 4, 5, 6, 7 AND 8 ARE TO BE DELINEATED AS AN AREA IN NEED OF NON-CONDEMNATION REDEVELOPMENT PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW (N.J.S.A. 40A:12A-1 ET SEQ.)

Motion: _____ Second: _____ RCV: _____

AMENDED RES. 2019:214 RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF STRATFORD AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE PRC GROUP OR ITS AFFILIATE (“PRC”) FOR THE REDEVELOPMENT OF THE EAST LAUREL ROAD REDEVELOPMENT PROJECT

Motion: _____ Second: _____ RCV: _____

RESOLUTIONS 2019:223 THROUGH 2019:231 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. 2019:223 APPOINTING ALTERNATE DEPUTY REGISTRAR OF VITAL STATISTICS – VALERIE CIMINERA

RES. 2019:224 APPOINTING ACTING MUNICIPAL COURT ADMINISTRATOR – REBECCA BAUM

RES. 2019:225 APPOINTMENT OF SPECIAL LAW ENFORCEMENT OFFICER CLASS II – PATRICK BRUNETT

RES. 2019:226 AUTHORIZE AUCTION OF POLICE VEHICLE – 2010 FORD EXPLORER

RES. 2019:227 APPROVING NEW BUSINESS LICENSE FOR PIKE’S PICKLES

RES. 2019:228 AUTHORIZING EXECUTION OF CONSOLIDATED SHARED SERVICE AGREEMENT WITH TOWNSHIP OF VOORHEES FOR BUILDING SUBCODE OFFICIAL/PLAN REVIEW, FIRE SUBCODE OFFICIAL, AND PLUMBING SUBCODE OFFICIAL

RES. 2019:229 AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO AN EXTENDED CAMDEN COUNTY COOPERATIVE PRICING SYSTEM FOR ROAD SALT PURCHASING

RES. 2019:230 AUTHORIZING AGREEMENT WITH CUNNINGHAM 1 HOUR CLEANER FOR POLICE STAFF DRY CLEANING SERVICES FOR YEAR 2020

RES. 2019:231 A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, NJSA 10:4-12
Topic of discussion are related to item #7 (matters relating to litigation, negotiations and attorney client privilege – redevelopment matters re: Berlin Road) item #8 (matters relating to the employment relationship) and item #6 (matters relating to property)

Motion to approve consent agenda

Motion: _____ Second: _____ RCV: _____

RES. 2019:232 AUTHORIZING REMOVAL OF INTEREST ON SEWER ACCOUNTS #310-0 AND #2199-0

Motion: _____ 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 _____

EXECUTIVE SESSION:

Motion to go into Executive Session:

Motion: _____ Second: _____ Voice Vote _____

Motion to leave Executive Session:

Motion: _____ Second: _____ Voice Vote _____

ADJOURN:

Motion: _____ Second: _____ Voice Vote _____

AMENDED

RESOLUTION 2019:213

RESOLUTION AUTHORIZING AND DIRECTING THE BOROUGH OF STRATFORD JOINT LAND USE BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER THE PROPOSED STUDY AREA WHICH INCLUDES BLOCK 36, LOTS 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.01; BLOCK 40, LOTS 2, 3, 4, 5, 7, 8, 9 and 10; BLOCK 41, LOTS 2, 2.01, 3, 4, 5, 6, 7 AND 8 ARE TO BE DELINEATED AS AN AREA IN NEED OF NON-CONDEMNATION REDEVELOPMENT PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW (N.J.S.A. 40A:12A-1 ET SEQ.)

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“LRHL”) provides a mechanism to assist local governments in efforts to promote programs of redevelopment; and

WHEREAS, the LRHL sets forth the procedures for the Borough to declare an area in need of redevelopment, along with the development and effectuation of a redevelopment plan; and

WHEREAS, pursuant to the required redevelopment procedures, specifically set forth in N.J.S.A. 40A:12A-6, no area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by Resolution, authorize the Planning Board to undertake a preliminary investigation to determine whether a proposed area is a redevelopment area meeting the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, the New Jersey Legislature adopted, and the Governor signed, P.L. 2013, Chapter 159, which amended the LRHL, including the procedural requirements of N.J.S.A. 40A:12A-5 and N.J.S.A. 40A:12A-6; and

WHEREAS, pursuant to P.L. 2013, Chapter 159, “[t]he resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain (“Non-Condemnation Redevelopment Area”) or whether the redevelopment area determination shall authorize the municipality to use all those

powers provided by the Legislature for use is a redevelopment area, including the power of eminent domain (“Condemnation Redevelopment Area”); and

WHEREAS, the Mayor and Borough Council of the Borough of Stratford seek to authorize and recommend the Borough of Stratford Joint Land Use Board to conduct a preliminary investigation of the Study Area as an area in need of redevelopment to be a Non-Condemnation Redevelopment Area; and

WHEREAS, the Area in question is located at or along East Laurel Road and the areas located at Block 36, Lots 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.01; Block 40, Lots 2, 3, 4, 5, 7, 8, 9 and 10 ; Block 41, Lots 2, 2.01, 3, 4, 5, 6, 7 and 8, identified as the Study Area, may benefit from the tools available to municipalities under the LRHL and efforts to encourage private development with existing owners for increased employment and housing opportunities, tax ratables and other benefits which communities generally derive from the redevelopment of lands in these areas; and

WHEREAS, the Borough Council finds it to be in the best interest of the Borough and its residents to authorize the Borough Joint Land Use Board to undertake such preliminary investigation of the Study Area as a Non-Condemnation Redevelopment Area; and

WHEREAS, the Borough of Stratford wishes to direct the Borough of Stratford Joint Land Use Board to undertake a preliminary investigation utilizing Pamela J. Pellegrini, PE, PP, CME of Maser Consulting, PA to prepare the preliminary investigation, to determine whether the proposed Study Area, which includes Block 36, Lots 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.01; Block 40, Lots 2, 3, 4, 5, 7, 8, 9 and 10; Block 41, Lots 2, 2.01, 3, 4, 5, 6, 7 and 8 qualifies as an area in need of Non-Condemnation Redevelopment pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Mayor and Borough Council are empowered to authorize this preliminary investigation to be conducted by the Borough of Stratford Joint Land Use Board pursuant to N.J.S.A. 40A:12A-6 as a Non-Condemnation Redevelopment Area.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of Stratford in the County of Camden, and State of New Jersey 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 of Stratford Joint Land Use Board is hereby authorized to undertake a preliminary investigation, utilizing Pamela J. Pellegrini, PE, PP, CME of Maser Consulting, PA to prepare the preliminary investigation, pursuant to a notice to conduct a hearing and comply with other requirements of the LRHL, in order to recommend to the Borough Council whether the area comprising the Study Area is an area in need of Non-Condensation Redevelopment according to the criteria set forth in N.J.S.A. 40A:12A-5.
3. The Joint Land Use Board shall provide a written Report to the Mayor and Borough Council setting forth its findings resulting from such preliminary investigation and shall recommend to the Mayor and Borough Council whether said properties are an "Area in Need of Redevelopment" under the meaning and intendment of the LRHL.
4. The Borough of Stratford Joint Land Use Board shall submit its findings and recommendations to the Mayor and Borough Council in the form of a Resolution with supporting documents.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing amended Resolution to be a true and complete copy of an amended resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

DRAFT

AMENDED

RESOLUTION 2019:214

RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF STRATFORD AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE PRC GROUP OR ITS AFFILIATE (“PRC”) FOR THE REDEVELOPMENT OF THE EAST LAUREL ROAD REDEVELOPMENT PROJECT

WHEREAS, the property identified as Block 36, Lots 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.01; Block 40, Lots 2, 3, 4, 5, 7, 8, 9 and 10; Block 41, Lots 2, 2.01, 3, 4, 5, 6, 7 and 8 and located on East Laurel Road (“Subject Property”) has been referred to the Borough of Stratford Joint Land Use Board for a study to determine if it qualifies as a Non-Condensation Redevelopment Area pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“LRHL”).

WHEREAS, PRC is interested in redeveloping the Subject Property to construct two multi-use buildings totaling 400,000 square feet to accommodate approximately 466 medical students with 66,000 square feet of a combination of retail/commercial space, medical office space and associated site improvements (“Project”).

WHEREAS, PRC desires to explore the feasibility of acquiring an interest in the Subject Property for the purpose of constructing and operating the Project.

WHEREAS, the Borough and PRC (each, a “Party” and jointly, the “Parties”) desire to jointly explore the feasibility of the Redevelopment and negotiate an agreement or agreements to provide for the redevelopment of the Project (“Redevelopment Agreement”).

WHEREAS, the Borough and PRC have entered into negotiations for the purposes of establishing an MOU to explore the feasibility of a new redevelopment project at East Laurel Road.

WHEREAS, a copy of the MOU is attached hereto as Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Stratford, County of Camden and State of New Jersey hereby authorizes and approves the MOU attached hereto as Exhibit “A” for the Redevelopment Project; and

BE IT FURTHER RESOLVED that the Mayor and other Borough officials are authorized to take any and all necessary action to implement this Resolution and the MOU.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing amended Resolution to be a true and complete copy of an amended Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

EXHIBIT "A"
MEMORANDUM OF UNDERSTANDING

DRAFT

**MEMORANDUM OF UNDERSTANDING
(East Laurel Road Redevelopment)**

This **MEMORANDUM OF UNDERSTANDING (East Laurel Road Redevelopment)** (this "Agreement"), dated this _____ day of _____, 2019 (the "Date of this Agreement"), is hereby entered into by and between the **BOROUGH OF STRATFORD**, a public body, corporate and politic, (the "Borough") and **THE PRC GROUP** or its affiliate ("PRC").

RECITALS

A. The property identified as Block 36, Lots 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.01; Block 40, Lots 2, 3, 4, 5, 7, 8, 9 and 10; Block 41, Lots 2, 2.01, 3, 4, 5, 6, 7 and 8 and located on East Laurel Road ("Subject Property") has been referred to the Borough of Stratford Joint Land Use Board for a study to determine if it qualifies as a Non-Condensation Redevelopment Area pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL").

B. PRC is interested in redeveloping the Subject Property to construct two multi-use buildings totaling 400,000 square feet to accommodate approximately 466 medical students with 66,000 square feet of a combination of retail/commercial space, medical office space and associated site improvements ("Project").

C. PRC desires to explore the feasibility of acquiring an interest in the Subject Property for the purpose of constructing and operating the Project.

D. The Borough and PRC (each, a "Party" and jointly, the "Parties") desire to jointly explore the feasibility of the Redevelopment and negotiate an agreement or agreements to provide for the redevelopment of the Project ("Redevelopment Agreement").

E. The primary purpose of this Agreement is to establish a period during which the Parties shall negotiate the items included in Section 3 below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Concept Plan. PRC presented its Concept Plan for redevelopment of the Project entitled, "East Laurel Road Redevelopment" ("Concept Plan") to the Mayor and Borough Council. A copy of the Concept Plan is attached hereto as Exhibit "A". The Concept Plan proposes to construct two multi-use buildings totally 400,000 square feet to accommodate approximately 466 medical students with 66,000 square feet of a combination of retail/commercial space, medical office space and associated site improvements for the Project.

Section 2. Negotiating Period. The Parties agree to negotiate diligently and in good faith with one another for a period of one (1) year commencing upon the Effective Date of this Agreement (as hereinafter defined in Section 16 (the "Negotiating Period"), in order to negotiate the items in Section 3 below. The Negotiating Period shall automatically extend for two (2) additional ninety (90) day periods as long as the Parties are working diligently to execute such agreement or agreements provided for in Section 3.

Section 3. Certain Parameters for Negotiation. The following nonexclusive list of items related to the Project shall be the subject of negotiations during the Negotiation Period:

- (a) Concept plan for the Project;
- (b) Marketing/branding plan for the Project;
- (c) Pro forma for the Project;
- (d) Financing plan for the Project;
- (e) Scope of the development for the Project;

- (f) Development schedule for the Project;
- (g) The terms and conditions of a Redevelopment Agreement;
- (h) The terms and conditions of a Financial Agreement under the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) for the Project; and
- (i) Redevelopment Plan.

Section 4. PRC's Project Proposal. PRC has proposed the Concept Plan for the Project. PRC shall enter into good faith negotiations to acquire the Subject Property from its owners. PRC may consummate the purchase of the Subject Property upon the following conditions:

- (1) Appointment of PRC as the Redeveloper under the LRHL;
 - (2) Adoption of a Redevelopment Plan
 - (3) Execution of a Redevelopment Agreement between the Borough and PRC and satisfaction of all conditions therein;
 - (4) Receipt of any and all approvals and permits, including construction permits from all local and outside agencies in final and unappealable condition necessary for the Redevelopment;
 - (5) Execution of a Financial Agreement under the Long Term Tax Exemption Law;
- and

Section 5. Borough's Evaluation of PRC's Proposal, Appointment as Redeveloper and Execution of a Redevelopment Agreement. Prior to the expiration of the Negotiation Period set forth in Section 2, the Borough shall conduct or cause to be conducted a complete economic evaluation of PRC's proposal, at which time the Borough shall elect to either (a) terminate this Agreement as set forth herein, or (b) continue negotiating hereunder in order to appoint PRC as

Redeveloper and enter into a Redevelopment Agreement with PRC under the LRHL as set forth in Section 4.

Section 6. Cooperation. The Parties agree to cooperate with each other in promptly supplying information and analyses relating to the Project.

Section 7. Effect of this Agreement; Termination.

7.1 Nature of Agreement. This Agreement is not intended to constitute a binding agreement by the Borough or PRC to construct the Project, nor is it intended to constitute a binding agreement to enter into a Redevelopment Agreement or any other contract. Except as set forth in the Redevelopment Agreement, no party shall be legally bound to construct the Project as outlined herein unless and until a Redevelopment Agreement or other contract has been executed and delivered by the Parties. Notwithstanding any other provision hereof, neither PRC nor the Borough shall be under any obligation to approve or execute a Redevelopment Agreement during or upon conclusion of the Negotiating Period. Any Party may refuse to approve and execute any Redevelopment Agreement at its sole and absolute discretion, with or without cause. In the event that a Redevelopment Agreement is approved and executed by the Parties, this Agreement shall be superseded by such Redevelopment Agreement.

7.2 Exclusive Nature of Negotiations. The Parties intend that the negotiations conducted pursuant to this Agreement be negotiated in good faith exclusively between the Parties. Accordingly, during the Negotiating Period, the Borough shall negotiate exclusively with PRC with respect to the Redevelopment of the Subject Property.

7.3. Mutual Confidentiality. To the extent permitted by applicable law, the Parties shall maintain all information concerning this Agreement and any pending or subsequent negotiations between the Parties as confidential, disclosing information only to those individuals

and representatives as designated by the other Party, provided that such individuals acknowledge and agree to maintain the confidentiality of such information.

Section 8. Costs and Escrow.

(a) PRC shall reimburse the Borough for the Costs (as defined below) incurred by the Borough with respect to this Agreement, the negotiation of the Redevelopment Agreement and any other agreement for the Project. PRC shall pay all the Costs set as forth in this Agreement even if a Redevelopment Agreement is not executed.

(b) Upon the Effective Date of this Agreement, PRC agrees to make a payment of Twenty Five Thousand (\$25,000.00) Dollars to the Borough ("**Cost Escrow**") to be drawn down by the Borough to pay the Costs, which payment shall be made in order to render this Agreement, and the Borough's review of PRC's concept and redevelopment proposal, effective. If the event that the Cost Escrow balance shall fall below \$10,000, with fifteen (15) days written notice from the Borough, PRC shall post an additional \$10,000 into the Cost Escrow Account.

(c) Deposits received from PRC pursuant to this Agreement shall be deposited in a Banking Institution or Savings & Loan Association in this State insured by an agency of the Federal Government, or in any other fund or depository approved for such deposits by the State, in an account bearing interest at the minimum rate currently paid by the institution or depository on time or savings deposits. The Borough shall be responsible to have the Escrow Accounts maintained in accordance with N.J.S.A. 40:55D-53.1 and N.J.S.A. 40:55D-53.2.

(d) The Borough shall notify PRC in writing when said deposit into the Escrow Account appears to be insufficient for continued review of the Project. Within twenty one (21) days of such written notice from Borough, PRC shall deposit additional funds into the Escrow Account based on an estimation submitted by the Borough to PRC of the amount of money needed

to complete the Project. If the balance of the Escrow Account exceeds the actual cost as approved for payment by the Borough, PRC shall be entitled to return of such deposits, together with such interest as allowed by N.J.S.A. 40:55D-53.1. If the charges submitted and approved by the Borough exceed the amount of the deposit, PRC shall be liable for payment of such deficiency.

(e) No Professional submitting charges to the Borough for any services rendered in accordance with this Agreement shall charge for any of the services contemplated at a higher rate or in any different manner than would normally be charged to the Borough for similar work as ascertained by the Professional's Contract with the Borough. Payment of any bill rendered by a Professional to the Borough with respect to any services or which the Borough is entitled to reimbursement under this Agreement shall in no way be contingent upon receipt of reimbursement by PRC, nor shall any payment to a Professional be delayed pending reimbursement from PRC.

(f) The Borough shall provide PRC with monthly invoices setting forth the costs incurred by the Borough which the Borough determines are to be paid from the Escrow Account. The Borough shall provide a final invoice within thirty (30) days of the date a Redevelopment Agreement is executed, or the expiration or termination of this Agreement. PRC may dispute the propriety or reasonableness of the costs paid by the Borough out of the Escrow Account by written notice to the Borough within fifteen (15) days from receipt of the invoice. Disputes shall be handled in accordance with N.J.S.A. 40:55D-53.2a. During the pendency of a dispute about any charge, the Borough may continue to pay undisputed charges out of the escrow.

(g) **Costs** means all activities related to the Project, including but not limited to the following:

- a. Preparation for and attendance at meetings.

- b. Review documentation and issuance of any reports relating thereto in connection with the Redevelopment and Project.
- c. Charges for any telephone conferences or meetings by any Professional.
- d. Issuance of reports by Professionals to the reviewing municipal agency(ies) setting forth recommendations resulting from review of any documents.
- e. Preparation of all Resolutions, Agreements and Ordinances regarding the Project.
- f. Any and all other expenses of Professionals incurred and paid by the Borough for the Project.
- g. All advertising and noticing expenses, including certified mailing as is required or deemed necessary with regard to the Project pursuant to the LRHL and the Municipal Land Use Law.
- h. If, upon the termination of this Agreement or the Borough's or PRC's withdrawal from this Agreement, any unaccounted for and unexpended balance remains in the Preliminary Cost Escrow Fund, the Borough agrees to return such funds to PRC within thirty (30) days of such termination or withdrawal.

Section 9. Notices. Any notices, requests or approvals given under this Agreement from one Party to another may be personally delivered, transmitted by facsimile ("Fax") transmission (during business hours) or e-mail (during business hours), or deposit with the United States Postal Service for mailing, postage prepaid, to the address of the other Party as stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or Fax transmission or, if mailed, on the third day following the date of deposit in the course of transmission with the United States Postal Service. Any notice given by Fax or e-mail shall be followed up with a confirming copy by overnight mail. Notices shall be sent as follows:

If to the Borough Borough of Stratford
307 Union Avenue
Stratford, New Jersey 08084
Chris Conroy, Borough Administrator
Fax: 856-783-7949
Email: chrisconroy@stratfordnj.org

With copy to: Platt & Riso, P.C.
40 Berlin Avenue
Stratford, New Jersey 08084
Attn: Stuart A. Platt, Esquire
Fax: 856-784-8050
Email: platt@prlawoffice.com

If to PRC: The PRC Group
40 Monmouth Park Highway
West Long Branch, New Jersey 07764
Attn: Stanley J. Koreyva, President and COO
Fax: 732-222-6410
Email: skoreyva@prcgroup.com

With copy to: Mattleman, Weinroth & Miller, P.C.
401 Route 73 East
Cherry Hill, New Jersey 08034
Attn: John C. Miller, III, Esquire
Fax: 856-429-9036
Email:

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey.

Section 11. Interpretation. This Agreement shall be interpreted as a whole and in accordance with its fair meaning and as if each Party participated equally in its drafting. Captions are for reference only and are not to be used in construing meaning. The recitals are deemed incorporated into this Agreement.

Section 12. Real Estate Commissions. Each Party represents and warrants to the other Party that no real estate commission, broker's fee or finder's fee which may accrue by means of the acquisition of an interest in the Subject Property due to any person, firm or entity except as set

forth above; each Party agrees to indemnify and hold the other Party harmless with respect to any judgment, damages, legal fees, court costs, and any and all liabilities of any nature whatsoever arising from a breach of such representation.

Section 13. Assignment of Agreement. Upon notice to the Borough, PRC shall have the right to assign this Agreement to a single purpose entity in which the principals of PRC have either a majority interest or control with the consent by the Borough, which shall not be unreasonably withheld.

Section 14. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by each of the Parties.

Section 15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties concerning this subject. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the Parties concerning all or any part of the subject matter of this Agreement.

Section 16. Effective Date of this Agreement. This Agreement shall take effect immediately upon the execution of this Agreement by the Borough (the "Effective Date").

Section 17. Police Powers. The Borough does not waive or release any police powers hereunder.

Section 18. Joint Construction. This Agreement is the joint product of the Parties and each provision of this MOU has been subject to the mutual consultation, negotiation, and agreement of the Parties, and shall not be construed for or against either of the Parties.

Section 19. Counterparts. This Agreement may be signed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

ATTEST

BOROUGH OF STRATFORD
a public body, corporate and politic

By: _____
JOSH KEENAN, Mayor

ATTEST:

THE PRC GROUP

By: _____
STANLEY J. KOREYVA, President and COO

RESOLUTION 2019:223

APPOINTING ALTERNATE DEPUTY REGISTRAR OF VITAL STATISTICS – VALERIE CIMINERA

WHEREAS, the State of New Jersey Department of Health and Senior Services, Vital Statistics Registration requires municipalities to appoint Registrars, Deputy Registrars, Alternative Deputy Registrars, and Sub Registrars prescribed by N.J.S.A. 26:8-11 through 26:8-22; and

WHEREAS, Valerie Ciminera is qualified to fulfill the responsibilities as Stratford Borough Alternate Deputy Registrar; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council, of the Borough of Stratford, County of Camden, State of New Jersey, authorizes the appointment of Valerie Ciminera as Alternate Deputy Registrar of Vital Statistics for a three-year term effective October 11, 2019.

BE IT FURTHER RESOLVED that the office of the Borough Clerk is hereby authorized to forward certified copies of this resolution to the State Registrar's office.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:224
APPOINTING ACTING MUNICIPAL COURT ADMINISTRATOR – REBECCA BAUM

WHEREAS, there is a vacancy in the office of the Municipal Court Administrator in the Borough of Stratford; and

WHEREAS, the vacancy of Municipal Court Administrator needs to be filled immediately; and

WHEREAS, the recommendation of Rebecca Baum has been made for the appointment of Acting Municipal Court Administrator effective November 4, 2019; and

NOW THEREFORE BE IT RESOLVED by Mayor and Council of the Borough of Stratford to appoint Rebecca Baum as Acting Municipal Court Administrator effective November 4, 2019.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:225

APPOINTMENT OF SPECIAL LAW ENFORCEMENT OFFICER CLASS II – PATRICK BRUNETT

WHEREAS, the Mayor & Borough Council of the Borough of Stratford finds that for the health, safety and welfare of the citizens of the Municipality, that the appointment of Special Law Enforcement Officers Class II's are required to assist the regular police force of the Borough of Stratford; and

WHEREAS, an experienced Class II Special Law Enforcement Officers is required to serve the police department to fill an immediate vacancy that exists.

NOW, THEREFORE, BE IT RESOLVED by the Mayor & Borough Council of the Borough of Stratford to appoint **Patrick Brunett** as Class II Special Law Enforcement Officers in accordance with 40A:14-146.14 at the rate of \$15.00 per hour.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:226

AUTHORIZE AUCTION OF POLICE VEHICLE – 2010 FORD EXPLORER

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 2010 Ford Explorer – VIN#1FMEU7D81AUA90526 which no longer is road worthy,

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to authorize the vehicle for public auction at a minimum bid of \$1,900.00.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:227
APPROVING NEW BUSINESS LICENSE FOR PIKE'S PICKLES

WHEREAS, Mayor and Council of the Borough of Stratford have passed an ordinance establishing Chapter 5.04 of the code of the Borough of Stratford, known as "Business Licenses Generally".

WHEREAS, a license is required to operate or conduct any business establishment in the Borough of Stratford.

NOW, THEREFORE, BE IT RESOLVED by Mayor and Council of the Borough of Stratford that the proper investigations have been made and the following applicant has complied with the general laws and statutes of the State and the ordinance of the Borough of Stratford.

BE IT FURTHER RESOLVED, that approval of the following business' licenses has been granted by Mayor and Council for effective October 4, 2019:

Pike's Pickles
504 N. White Horse Pike
Mercantile, Sign

BY: _____
JOSH KEENAN, MAYOR

ATTEST:

MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:228
AUTHORIZING EXECUTION OF CONSOLIDATED SHARED SERVICE AGREEMENT WITH
TOWNSHIP OF VOORHEES FOR BUILDING SUBCODE OFFICIAL/PLAN REVIEW, FIRE
SUBCODE OFFICIAL, AND PLUMBING SUBCODE OFFICIAL

WHEREAS, the Borough of Stratford is in need of a Plumbing Subcode Official; and

WHEREAS, the Borough of Stratford and Township of Voorhees have two existing Shared Service Agreements for Building Subcode Official/Plan Review and Fire Subcode Official; and

WHEREAS, the Borough of Stratford and Township of Voorhees wish to enter into a Consolidated Shared Service Agreement to include Building Subcode/Plan Review, Fire Subcode Official, and Plumbing Subcode Official services; and

WHEREAS, the term of this Consolidated Shared Service Agreement shall be in effect through June 30, 2023; and

NOW, THEREFORE, BE IT RESOVLED, to authorize the proper officials of the Borough of Stratford to execute the Consolidated Shared Service Agreement with the Township of Voorhees for Building Subcode Official/Plan Review, Fire Subcode Official, and Plumbing Subcode Official services.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

**SHARED SERVICES AGREEMENT BY AND BETWEEN
THE BOROUGH OF STRATFORD AND THE TOWNSHIP OF VOORHEES
FOR BUILDING SUBCODE OFFICIAL/PLAN REVIEW OFFICIAL SERVICES, FIRE
SUBCODE OFFICIAL SERVICES, AND PLUMBING SUBCODE OFFICIAL SERVICES IN
ACCORDANCE WITH N.J.S.A. 40A:65-1 ET SEQ.**

THIS AGREEMENT made this _____ day of October, 2019, by and between the Borough of Stratford (“Stratford”), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 307 Union Avenue, Stratford, New Jersey 08084, and the Township of Voorhees (“Voorhees”), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 2400 Town Center, Voorhees, New Jersey 08043;

WHEREAS, Stratford and Voorhees currently are parties to two (2) separate Shared Services Agreements (“Agreement”) pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) (“Shared Services Act”), whereby Voorhees shares the services of its Building Subcode Official/Plan Review Official and Fire Subcode Official with Stratford; and

WHEREAS, Stratford and Voorhees desire to consolidate those two (2) Shared Services Agreements into a single Shared Services Agreement (“Agreement”) pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) (“Shared Services Act”), which shall replace all terms and conditions of the above referenced Agreements, whereby Voorhees would share the services of its Building Subcode Official/Plan Review Official, Fire Subcode Official, and a Plumbing Subcode Official with Stratford;

WHEREAS, under the Shared Services Act, any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, by Resolution adopted _____, 2019, Voorhees authorized the execution of this Agreement with Stratford for the services of the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official; and

WHEREAS, by Resolution adopted _____, 2019 Stratford authorized the execution of this Agreement with Voorhees for the services of the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties and for the consideration set forth below, the parties hereto agree as follows:

I. SCOPE OF SERVICES

- A. The parties acknowledge that the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official shall be employees of Voorhees, who shall be responsible for salary and benefits.
- B. At all times, Voorhees shall maintain responsibility for and control over the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official hired to provide the services. All citizen inquiries and complaint resolutions regarding employees' performance shall be handled through Voorhees.
- C. The Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official furnished by Voorhees shall be responsible for compliance with all State statutes pursuant to the Uniform Construction Code Act.

II. ACTIVITIES

- A. Voorhees will provide to Stratford personnel to fulfill all statutory duties required of the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official.
- B. The Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official shall be available during Voorhees's regular business hours, during which time the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official may fulfill the duties identified in this Agreement on behalf of Stratford.
- C. All records produced by the UCC Officials on behalf of Stratford shall be retained by Stratford.

III. FUNDING

- A. Beginning on the effective date of this agreement through December 31, 2019, Stratford shall pay Voorhees \$1,085.00, per month for the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official's time spent on Stratford Office activity.

Effective January 1, 2020 through December 31, 2020, Stratford shall pay Voorhees \$1,107.00, per month for the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official's time spent on Stratford Office activity

Effective January 1, 2021 through December 31, 2021, Stratford shall pay Voorhees \$1,129.00, per month for the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official's time spent on Stratford Office activity.

Effective January 1, 2022 through December 31, 2022, Stratford shall pay Voorhees \$1,152.00, per month for the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official's time spent on Stratford Office activity.

Effective January 1, 2023 through June 30, 2023, Stratford shall pay Voorhees \$1,175.00, per month for the Building Subcode Official/Plan Review Official, Fire Subcode Official and Plumbing Subcode Official's time spent on Stratford Office activity.

Stratford shall make payment to Voorhees one month in advance.

- B. Stratford shall provide sufficient funds in their annual budget to cover the agreed upon costs.

IV. DURATION, TERMINATION & AMENDMENTS

- A. This Agreement shall commence upon its execution by both parties and shall terminate on June 30, 2023.
- B. This Agreement sets forth the entire understanding between Stratford and Voorhees with respect to the subject matter hereof. No change in, addition to, or waiver of any provisions of this Agreement shall be binding upon either party unless in writing, signed by all parties.
- C. This Agreement may be amended or modified only in writing, signed by both parties.
- D. Either party may opt out of this Agreement in writing, with three months written advance notice.

V. INDEMNIFICATION & DEFENSE OF PERSONNEL

- A. Each Party (the "Indemnifying Party") shall protect, indemnify, and hold harmless the other Party, its officers, officials, employees, agents and consultants, (collectively, the "Indemnified Parties"), from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the Indemnified Parties in any proceeding or suit, including appeals for personal injury to, or death of, any person or persons, or for loss or damage to property, arising out of the acts or omissions of the Indemnifying Party in its performance (or breach or non-performance) of the Indemnifying Party's obligations under this Agreement. The Indemnifying Party is not, however, required to protect, indemnify or hold harmless any Indemnified Parties for loss or claim resulting from performance (or non-performance) of the Indemnified Parties obligations under this Agreement or the negligence or willful misconduct of any Indemnified Party.

The Indemnifying Party's indemnify obligation is for the exclusive benefit of the Indemnified Parties and in no event shall such indemnity inure to the benefit of any third Person. The protection afforded to the Indemnified Parties, by the Indemnifying Party, by this paragraph, shall not be limited, in any way, by any limitation elsewhere in this Agreement with respect to the other remedies provided herein.

- B. Voorhees acknowledges and agrees that the services and duties required of Voorhees hereunder are personal, as a result of which Voorhees shall not assign, delegate or otherwise transfer any of its rights or duties hereunder without the prior written consent of Stratford, such consent to be given or withheld by Stratford in the Borough's sole discretion. Any attempted assignment, delegation or transfer by Voorhees without such consent of Stratford shall be of no force or effect whatsoever and shall be null and void.
- C. No action or failure to act by Stratford shall constitute a waiver of any right or duty afforded to Stratford pursuant to this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder except as may be specifically agreed to in writing.
- D. The parties hereto agree to incorporate herein the requirements of P.L. 1975, c. 127, as amended, and Voorhees further agrees to comply with the regulations promulgated thereto by the Treasurer, as set forth at N.J.A.C. 17:27-5.2, et seq. Specifically, during the performance of this contract, Voorhees agrees as follows:

1. Voorhees will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Voorhees will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Voorhees agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

2. Voorhees will in all solicitations or advertisements for employees placed by or on behalf of Voorhees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation;

3. Voorhees will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of Voorhees' commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Voorhees agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

5. Voorhees agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

6. Voorhees agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

7. Voorhees agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

8. Voorhees shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

VII. NOTICES

A. Notices given pursuant to the terms of this Agreement may be sent via U.S. mail or e-mail to the addresses listed below:

If to the Borough of Stratford:

Borough of Stratford
c/o Michaela Bosler
Acting Borough Clerk
307 Union Avenue
Stratford, NJ 08084
michaelabosler@stratfordnj.org

If to the Township of Voorhees:

Township of Voorhees
c/o Dee Ober, RMC
2400 Town Center
Voorhees, NJ 08043
dober@voorheesn.com

VIII. MISCELLANEOUS

- A. This Agreement and any questions concerning its validity, construction, and performance shall be governed by the laws of the State of New Jersey.
- B. This Agreement may be executed in more than one counterpart each of which shall be deemed to be an original.
- C. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to this Agreement, or such other appropriate changes as shall, to the maximum extent practicable in light of such determination, implement and give, effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise effected by such action, remain in full force and effect.
- D. The Parties agree and acknowledge that this Agreement shall replace all terms and conditions set forth in the previously entered Building Subcode Official Shared Services Agreement and Fire Subcode Official Shared Services Agreement.

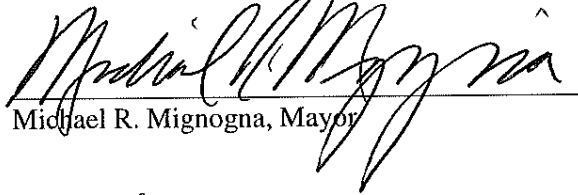
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first written above.

BOROUGH OF STRATFORD

Josh Keenan, Mayor

Attest: _____
Michaela Bosler, Acting Borough Clerk

TOWNSHIP OF VOORHEES



Michael R. Mignogna, Mayor

Attest: 

Dee Ober, RMC

RESOLUTION 2019:229
**AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO AN EXTENDED CAMDEN
COUNTY COOPERATIVE PRICING SYSTEM FOR ROAD SALT PURCHASING**

WHEREAS, the Borough of Stratford is a member of the Camden County Cooperative Pricing System ID#57-CCCPS for road salt purchasing; and

WHEREAS, the county advertised and received bids for road salt for the year 2018; and

WHEREAS; said bid provided for a second-year option renewal from Riverside Construction for item #1 at the unit price of \$55.75 per ton and Chemical Equipment Labs of DE, Inc. for item #2 of \$67,12; and

WHEREAS, it is the desire of the Board of Chosen freeholders to authorize and award the Second Year Option for the needs of the County and extend the unit prices to the Cooperative Purchasing Members; and

WHEREAS, in past years Stratford has utilized the County Purchasing cooperative for road salt successfully,

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to authorize the second year option with the Camden County Cooperative Pricing System ID#57-CCCPS for road salt purchasing.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:230
AUTHORIZING AGREEMENT WITH CUNNINGHAM 1 HOUR CLEANER
FOR POLICE STAFF DRY CLEANING SERVICES FOR YEAR 2020

WHEREAS, the Borough of Stratford and Cunningham 1-Hour Cleaner have negotiated a dry-cleaning service agreement (Exhibit A); and

WHEREAS, the Borough of Stratford is in need of a dry-cleaning service for the police staff for the year 2020; and

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to authorize the execution of the Agreement between the Borough of Stratford and Cunningham 1-Hour Cleaner for dry cleaning services for the police staff for 2020.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:231
A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN
ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT,
NJSA 10:4-12

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

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

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

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

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

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

_____ (4) ***Matters Relating to Collective Bargaining Agreements***: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

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

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

X (7) **Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:**

The topic of discussion is related to Attorney/Client Privilege. These items are for #7 of the Executive Session Resolution for matter relating to litigation, negotiations, and the Attorney-Client Privilege. *Discussion of redevelopment matters re: Berlin Road.*

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

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

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Stratford, assembled in public session on November 7, 2019 that an Executive Session closed to the public shall be held on November 7, 2019 at approximately 7:00 p.m. in the Justice Facility, 315 Union Avenue, Stratford, NJ for the discussion of matters relating to the specified items designated above. It is anticipated that the deliberations conducted in Closed Session may be disclosed to the public upon the determination of the Governing Body that public interest will no longer be served by such confidentiality.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:232
AUTHORIZING REMOVAL OF INTEREST ON SEWER ACCOUNTS #310-0 AND #2199-0

WHEREAS, the Borough of Stratford received a delinquent payment from the Stratford Board of Education for sewer accounts 310-0 and 2199-0; and

WHEREAS, the Stratford Board of Education has requested removal of interest on their following sewer accounts:

<u>BLOCK</u>	<u>LOT</u>	<u>ADDRESS</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
21	1	111 Warwick Rd.	310-0	\$17.59
113	3	123 Parkview Rd.	2199-0	<u>\$12.13</u>
			TOTAL	\$29.66

NOW, THEREFORE, BE IT RESOLVED, by Council to authorize the removal of the above interest charges on the above referenced sewer accounts.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting 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 held on November 7, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK