

STRATFORD BOROUGH COUNCIL
AGENDA MEETING/REDEVELOPMENT WORKSHOP AGENDA
OCTOBER 3, 2019
7:00 P.M.

CALL TO ORDER:

The October 3rd, 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	MARK BASEHORE, 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:

SEPTEMBER 5, 2019 AGENDA MEETING/REDEVELOPMENT WORKSHOP

SEPTEMBER 5, 2019 EXECUTIVE SESSION

SEPTEMBER 10, 2019 REGULAR MEETING

Motion: _____ Second: _____ RCV: _____

OLD BUSINESS: NONE

NEW BUSINESS:

REPORT #1 INTRODUCTION – ORDINANCE 2019:19 – TUESDAY, OCTOBER 8, 2019

REPORT #2 PROCLAMATION – HONORING STRATFORD OFFICE OF EMERGENCY MANAGEMENT ON TUESDAY, OCTOBER 8, 2019

REPORT #3 JEFFERSON PILOT

REPORT #4 AMEND SHARED SERVICE WITH VOORHEES FOR VARIOUS CONSTRUCTION OFFICIALS

This agenda is subject to change

REPORT #5 EXTEND TOWING SERVICES
REPORT #6 SHARED SERVICE WITH RUNNEMEDE FOR STORM DRAIN CLEANING
REPORT #7 BEST PRACTICES
REPORT #8 PUBLIC WORKS LABORER POSITION
REPORT #9 VERIZON
REPORT #10 SEWER CONNECTION FEES

RESOLUTIONS:

RESOLUTIONS 2019:200 THROUGH 2019:212 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. 2019:200 APPROVING NEW BUSINESS LICENSE FOR FLOSS GROOMING

RES. 2019:201 ALLOW VETERANS TAX DEDUCTION

RES. 2019:202 APPROVE SPECIAL EVENT LICENSE FOR WALK WITH WILL

RES. 2019:203 SUBMISSION OF STRATEGIC PLAN FOR MUNICIPAL ALLIANCE GRANT

RES. 2019:204 AUTHORIZING BOROUGH ENGINEER TO DESIGN SPECIFICATIONS AND RECEIVE BIDS FOR COOLIDGE AVE., HUNT AVE., AND BISHOP TERRACE ROAD IMPROVEMENT

RES. 2019:205 AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO A CAMDEN COUNTY COOPERATIVE PRICING SYSTEM FOR DEER CARCASS REMOVAL SERVICES

RES. 2019:206 ACCEPTING RESIGNATION OF SPECIAL LAW ENFORCEMENT OFFICER – CLASS III – STEPHEN PACIFICO

RES. 2019:207 APPOINTMENT OF SPECIAL LAW ENFORCEMENT OFFICER – CLASS II – MICHAEL WILLIAMS

RES. 2019:208 MAINTENANCE LIENS

RES. 2019:209 SETTING CURFEW FOR HALLOWEEN

RES. 2019:210 APPROVING APPLICATION FOR HOLIDAY DWI CRACKDOWN GRANT WITH THE NEW JERSEY DEPARTMENT OF HIGHWAY TRAFFIC AND SAFETY IN THE AMOUNT OF \$5,500.00

RES. 2019:211 CHAPTER 159 – DWI CHECK POINT GRANT

RES. 2019:212 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 items #7 (matters relating to litigation, negotiations and attorney client privilege – redevelopment and contract negotiations) and #8 (matters relating to the employment relationship)*

Motion to approve consent agenda

Motion: _____ Second: _____ RCV: _____

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, 4, 6, and 7 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: _____

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: _____

RES. 2019:215 AUTHORIZING AND APPROVING SETTLEMENT OF PENDING TAX APPEAL LITIGATION AFFECTING BLOCK 51, LOT 2

Motion: _____ Second: _____ RCV: _____

RES. 2019:216 AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT WITH THE BOROUGH OF RUNNEMEDE FOR VACTOR VEHICLE AND OPERATOR SERVICES

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 _____

RESOLUTION 2019:200
APPROVING NEW BUSINESS LICENSE FOR
FLOSS GROOMING

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:

Floss Grooming
222 S. White Horse Pike, G-3
Mercantile

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:201
ALLOW VETERANS TAX DEDUCTION

WHEREAS, all the eligibility requirements for a 2019 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>
56	18	Robert F Wilsey	131 Suburban Terrace	250.00

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

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 2019 tax list.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:202
APPROVE SPECIAL EVENT LICENSE FOR WALK WITH WILL

WHEREAS, Stratford Education Association has applied to the Borough of Stratford an application for a Special Event License; and

WHEREAS, the Special Event License will be for their carnival to be held on Saturday, October 10, 2019; and

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

WHEREAS, the following conditions are being made of the applications which all must be satisfied in compliance with the Borough of Stratford Ordinance 2009:28;

Hours of operation: 4:00 PM – 8:00 PM
Event Name: Walk with Will – 10/10/2019

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to approve the Special Event License with the above conditions for the Walk with Will.

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 at a meeting held on October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:203
SUBMISSION OF STRATEGIC PLAN FOR MUNICIPAL ALLIANCE GRANT

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Stratford_Council of the Borough of Stratford, County of Camden, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and,

WHEREAS, the Stratford Borough_Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Stratford Borough Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Camden;

NOW, THEREFORE, BE IT RESOLVED by the Borough of Stratford, County of Camden, State of New Jersey hereby recognizes the following:

1. The Stratford Borough Council does hereby authorize submission of a strategic plan for the Sterling Municipal Alliance grant for fiscal year FY21___ in the amount of:

DEDR	\$31,746.16
Cash Match	\$7,936.54
In-Kind	\$23,809.62

2. The Stratford Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:204
AUTHORIZING BOROUGH ENGINEER TO DESIGN SPECIFICATIONS AND RECEIVE BIDS FOR
COOLIDGE AVE., HUNT AVE., AND BISHOP TERRACE ROAD IMPROVEMENT

WHEREAS, the Borough of Stratford has budgeted capital funding and has been awarded a Community Development Block Grant in the amount of \$250,000 for road improvements to Coolidge Ave., Hunt Ave., and Bishop Terrace; and

WHEREAS, the design of plans and specifications, and advertisement for bids is required for this road improvement.

NOW, THEREFORE BE IT RESOLVED by Mayor and Council of the Borough of Stratford to authorize the Borough Engineer to begin the design plans and specifications, and to advertise and receive bids for the Coolidge Ave., Hunt Ave., and Bishop Terrace road improvement.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:205
AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO A CAMDEN COUNTY
COOPERATIVE PRICING SYSTEM FOR DEER CARCASS REMOVAL SERVICES

WHEREAS, the County of Camden has received bids for Deer Carcass and Removal Services under the Camden County Cooperative Pricing System, System Identifier #57-CCCPS; and

WHEREAS, the only bidder was Deer Carcass Removal Service, LLC of Cream Ridge, NJ for the third (3rd) year option of Bid A25/2019 at the rate cost of \$65.00 per deer carcass removal for the term commencing on or about October 1, 2019 through September 30, 2020; and

WHEREAS, the Borough of Stratford wants to participate in this Camden County Cooperative Agreement for Deer Carcass Removal Service, LLC in the amount of \$65.00 per deer carcass removal; and

NOW, THEREFORE, BE IT RESOLVED, by Council to authorize the participation with the County of Camden Cooperative Agreement for Deer Carcass Removal Service, LLC of Cream Ridge for the amount of \$65.00 per deer carcass removal.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:206
ACCEPTING RESIGNATION OF SPECIAL LAW ENFORCEMENT OFFICER – CLASS III –
STEPHEN PACIFICO

WHEREAS, Stephen Pacifico has been appointed by Mayor and Council and has been serving as a Special Law Enforcement Officer - Class III of the Borough of Stratford; and

WHEREAS, the Borough of Stratford has received notice of resignation from Stephen Pacifico effective September 26, 2019;

NOW, THEREFORE, BE IT RESOLVED that Mayor and Council of the Borough of Stratford accepts the resignation of Stephen Pacifico effective September 26, 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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:207

APPOINTMENT OF SPECIAL LAW ENFORCEMENT OFFICER – CLASS II – MICHAEL WILLIAMS

WHEREAS, the Mayor and 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 are required to assist the regular police force of the Borough of Stratford; and

WHEREAS, a Special Law Enforcement Officer – Class II is required to serve the Stratford School District as a School Resource Officer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stratford to appoint as Special Law Enforcement Officer – Class II in accordance with N.J.S.A. 40A:14-146.14:

MICHAEL WILLIAMS

BE IT FURTHER RESOLVED that the appointment shall be made contingent on the applicant's satisfactory background check.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

**RESOLUTION 2019:208
MAINTENANCE LIENS**

WHEREAS, there exists vacant property in the Borough of Stratford; and

WHEREAS, the last known record owner has been duly notified to maintain the property; and

WHEREAS, Stratford Contracted Services/Stratford employees to be utilized to maintain the property; and

WHEREAS, the following amount is due for services rendered for September 2019:

Address	Block/lot	description of svc	date of svc	cost of svc	Total to be liened
115 WELLINGTON AVE	55/2	Lawn maintenance	10/3/2019	45.00	45.00
TOTAL					45.00

NOW, THEREFORE, BE IT RESOLVED by Mayor and Council to authorize a lien on the above noted properties for the work completed by the Borough on behalf of the property owner.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:209
SETTING CURFEW FOR HALLOWEEN

BE IT RESOLVED by the Mayor and Council of the Borough of Stratford, upon the recommendation of the Stratford Police Department, a Juvenile Curfew, up to 18 years of age, is to be in effect for the period from Tuesday, October 29, 2019 through and including Thursday, October 31, 2019;

BE IT FURTHER RESOLVED, the Juvenile Curfew is also declared to be 7:00 PM from the aforesaid dates.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:210

APPROVING APPLICATION FOR HOLIDAY DWI CRACKDOWN GRANT WITH THE NEW JERSEY DEPARTMENT OF HIGHWAY TRAFFIC AND SAFETY IN THE AMOUNT OF \$5,500.00

WHEREAS, the Borough of Stratford Police Department will apply for a Holiday DWI Crackdown Grant in the amount of \$5,500.00 with the New Jersey Department of Highway and Traffic Safety; and

NOW THEREFORE BE IT RESOLVED, by Mayor and Council is supportive of the Stratford Police Department's application for a Holiday DWI Crackdown Grant in the amount of \$5,500.00 with the New Jersey Department of Highway and Traffic Safety.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:211
CHAPTER 159 – DWI CHECK POINT GRANT
(\$2,000.00)

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 2019 in the amount of Two thousand dollars and no cents (\$2,000.00) DWI Check Point Grant which item is now available pursuant to the provision of statute; and

BE IT FURTHER RESOLVED, that a like sum of Two thousand dollars and no cents (\$2,000.00) be and the same is hereby appropriated under the caption of:

DWI CHECK POINT 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.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:212
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.

_____ (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 contract negotiations and redevelopment matters.*

 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 October 3, 2019 that an Executive Session closed to the public shall be held on October 3, 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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

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, 4, 6, and 7 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, 4, 6, and 7, 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, 4, 6, and 7 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-Condernation 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 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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

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, 4, 6 and 7 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 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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

EXHIBIT "A"
MEMORANDUM OF UNDERSTANDING

DRAFT

MEMORANDUM OF UNDERSTANDING

(East Laurel Road Redevelopment)

By and Between the

BOROUGH OF STRATFORD

and

THE PRC GROUP or its affiliate

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, 4, 6 and 7 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-Condemnation 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
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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

DRAFT

RESOLUTION 2019:215

**AUTHORIZING AND APPROVING SETTLEMENT OF PENDING TAX APPEAL LITIGATION
AFFECTING BLOCK 51, LOT 2**

WHEREAS, Mason Holdings, LLC ("Mason") is the owner of the real property located at One White Horse Pike, which property is designated as Block 51, Lot 2 on the Stratford Borough Official Tax Map (the "Property"); and

WHEREAS, Mason has filed a tax appeal with the Tax Court of New Jersey seeking a reduction in the assessed value of the Property for the 2019 tax year; and

WHEREAS, in conjunction with the ensuing litigation the parties have engaged in settlement negotiations; and

WHEREAS, as a result of those settlement negotiations, all controversies between Mason and the Borough have been resolved by and through an agreement of the parties wherein the assessed value of the Property will be reduced for the 2019 tax year; and

WHEREAS, the Tax Assessor has recommended the settlement to the Governing Body; and the Governing Body is of the opinion that the settlement is in the best interests of the Borough;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stratford, County of Camden and State of New Jersey, for the reasons set forth above, that settlement of Mason's 2019 tax appeal as set forth on the Stipulation of Settlement attached hereto as Exhibit "A" is hereby authorized and approved; and

BE IT FURTHER RESOLVED that the Mayor of the Borough of Stratford and/or the Borough Solicitor are hereby authorized to implement this Resolution by executing any documents necessary in connection therewith, including but not limited to the Stipulation of Settlement attached as Exhibit "A" hereto.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2019:216
AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT WITH THE BOROUGH
OF RUNNEMEDE FOR VACTOR VEHICLE AND OPERATOR SERVICES

WHEREAS, the Borough of Stratford is in need of vactor vehicle and operator services; and

WHEREAS, the Borough of Runnemedede has offered a Shared Service Agreement for their vactor vehicle and operator services for the term beginning October 1, 2019 through September 30, 2020; and

NOW, THEREFORE, BE IT RESOVLED, to authorize the proper officials of the Borough of Stratford to execute the Shared Service Agreement with the Borough of Runnemedede for Vactor Vehicle and Operator services from October 1, 2019 through September 30, 2020 contingent on the agreement being approved by the Borough Solicitor.

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 October 3, 2019.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

**SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF
RUNNEMEDE AND THE BOROUGH OF STRATFORD, CONTY OF CAMDEN,
STATE OF NEW JERSEY FOR USE OF VACTOR VEHICLE AND OPERATOR**

THIS AGREEMENT, dated on this ___ day of October, 2019, constitutes a Uniformed Shared Services Agreement pursuant to N.J.S.A. 40:65-1 et seq. entered into by and between the Borough of Runnemede, a body politic and corporate of the State of New Jersey with offices located at 24 N. Black Horse Pike, Runnemede, New Jersey and the Borough of Stratford, a body politic and corporate of the State of New Jersey with offices located at 307 Union Avenue, Stratford, New Jersey.

WITNESSETH

WHEREAS, the Borough of Runnemede (hereinafter "Runnemede") and the Borough of Stratford ("Stratford") are municipal entities organized under the laws of the State of New Jersey; and

WHEREAS, Runnemede and Stratford wish to enter into an Agreement whereby Runnemede will supply service of a Vactor Truck and one operator to Stratford; and

WHEREAS, by negotiations previously had between Runnemede and Stratford, the terms and provisions hereafter set forth were determined and agreed thereto; and

WHEREAS, Runnemede and Stratford intend by virtue of this document to set forth the terms and conditions of this agreement; and

WHEREAS, the proper and respective public officials are or will be authorized to execute this Shared Service Agreement pursuant to Resolutions of their respective governing bodies, attached hereto and made part of this agreement.

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

1. SCOPE

- 1.1. Runnemede will supply service of a Vactor Truck and one (1) operator of said Vactor Truck.
- 1.2. Stratford will supply a drop off point for debris. Runnemede is not responsible for any debris removal from Stratford.
- 1.3. Stratford will supply a water fill location to fill water as needed.

2. TERM

The services to be furnished hereunder shall commence immediately upon approval of both governing bodies and last for one (1) year thereafter. This agreement may be extended by the mutual agreement of the parties, made in writing.

3. PAYMENT

Stratford agrees to pay Runnemede a rate of \$150.00 per hour for the services described herein.

4. AUDIT

Pursuant to the Single Audit Act of 1984, Stratford and Runnemede agree to allow the other's agents to examine any and all records relevant to this Agreement and shall make available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

5. INDEMNIFICATION

Runnemede and Stratford shall indemnify and hold each other harmless and defend each other, its elected officials, 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 connect with the performance of the services under this Agreement.

The execution and delivery of this Agreement shall not be construed to confer any right of action against either municipality on behalf of the other or on behalf of any other person, natural or otherwise, for any failure, neglect or breach of any term, covenant or condition thereof. The Agreement and all of its terms, conditions and provisions are solely for the benefit of Stratford and Runnemede, and it is understood and agreed between the parties hereto that the sole remedy of either Runnemede or Stratford in the event of any failure or breach of this Agreement shall be the termination hereof.

6. NOTICES

All notices hereunder shall be in writing and sent Certified Mail, Return Receipt Requested for the Borough of Stratford to the Borough Clerk, 307 Union Avenue, Stratford, New Jersey and for the Borough of Runnemede to the Borough Clerk, Borough of Runnemede, 24 N. Black Horse Pike, Runnemede, New Jersey.

7. MISCELLANEOUS

7.1. No one party may assign this Agreement without the written consent of all others.

- 7.2. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing, duly authorized and signed by all the parties hereto.
- 7.3. 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 actions 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. All other provisions of the Agreement shall remain in full force and effect.
- 7.4. The parties acknowledge that this Agreement was prepared under New Jersey law and shall therefore be interpreted under the laws of the State of New Jersey.
- 7.5. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.
- 7.6. This section and any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

ATTEST:

Borough of Runnemede

Joyce Pinto, RMC

By: _____
Mayor Nick Kappatos

Date: _____

ATTEST:

Borough of Stratford

Michaela Bosler, RMC

By: _____
Mayor Josh Keenan

Date: _____