

STRATFORD BOROUGH COUNCIL
AGENDA MEETING/REDEVELOPMENT WORKSHOP AGENDA
DECEMBER 3, 2020
7:00 P.M.

CALL TO ORDER:

The December 3, 2020 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	STUART PLATT, BOROUGH SOLICITOR
COUNCIL PRESIDENT LINDA HALL	STEVEN BACH, BOROUGH ENGINEER
COUNCILMAN STEPHEN GANDY	RON MORELLO, POLICE CHIEF
COUNCILMAN PATRICK GILLIGAN	JOHN D. KEENAN JR, ACTING BUSINESS ADMINISTRATOR
COUNCILMAN PATRICK GREEN	MICHAELA BOSLER, ACTING BOROUGH CLERK
COUNCILWOMAN TINA LOMANNO	
COUNCILMAN MICHAEL TOLOMEO	

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:

NOVEMBER 5, 2020	AGENDA MEETING/REDEVELOPMENT WORKSHOP
NOVEMBER 5, 2020	EXECUTIVE SESSION
NOVEMBER 10, 2020	REGULAR MEETING

Motion: _____ Second: _____ RCV: _____

OLD BUSINESS: NONE

NEW BUSINESS:

REPORT #1	UPCOMING PUBLIC HEARINGS OF ORDINANCES
REPORT #2	UPCOMING INTRODUCTIONS OF ORDINANCES
REPORT #3	REQUEST FOR QUALIFICATIONS FOR 2021 PROFESSIONALS DUE 12/10/2020

This agenda is subject to change

RESOLUTIONS:

RESOLUTIONS 2020:216 THROUGH 2020:224 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. 2020:216 ALLOW TOTALLY DISABLED VETERANS TAX EXEMPTION – 209 WINDING WAY ROAD
- RES. 2020:217 AUTHORIZING AGREEMENT WITH CUNNINGHAM 1 HOUR CLEANER FOR POLICE STAFF DRY CLEANING SERVICES FOR YEAR 2021
- RES. 2020:218 AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO A SECOND-YEAR RENEWAL OPTION UNDER CAMDEN COUNTY COOPERATIVE PRICING SYSTEM FOR DEER CARCASS REMOVAL SERVICES
- RES. 2020:219 APPOINT TOWING SERVICE – TOMKINSON’S AUTO REPAIR & TOWING
- RES. 2020:220 AUTHORIZE SHARED SERVICE AGREEMENT FOR MECHANICAL REPAIRS AND MAINTENANCE OF MUNICIPAL VEHICLES AND PUBLIC WORKS EQUIPMENT WITH THE BOROUGH OF MAGNOLIA
- RES. 2020:221 AUTHORIZE SHARED SERVICE AGREEMENT FOR CERTIFIED RECYCLING COORDINATOR WITH THE BOROUGH OF MAGNOLIA
- RES. 2020:222 APPOINTMENT OF ANIMAL CONTROL OFFICER – INDEPENDENT ANIMAL CARE SERVICES LLC
- RES. 2020:223 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
The matter for executive session will pertain to matters relating to litigation, contract negotiations, or the Attorney-Client Privilege re: Stratford Square Redevelopment
- RES. 2020:224 APPOINTMENT OF ANIMAL SHELTER – VOORHEES ANIMAL ORPHANAGE

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 _____

DRAFT

RESOLUTION 2020:216

ALLOW TOTALLY DISABLED VETERANS TAX EXEMPTION – 209 WINDING WAY ROAD

WHEREAS, an application has been received from Anthony J. Bersito at 209 Winding Way Road, Block 110, Lot 9, for an exemption from the payment of property taxes; and

WHEREAS, Anthony J. Bersito suffered from a service-connected disability and has been declared 100% permanently and totally disabled by the U.S. Veterans Administration; and

WHEREAS, the Tax Assessor has determined that Anthony J. Bersito has submitted the required documentation and is entitled to an exemption from property taxes;

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council of the Borough of Stratford to place Mr. Bersito's property on the Exempt Property List effective September 9, 2020;

BE IT FURTHER RESOLVED that property taxes billed for the year 2020 in the amount of \$2,276.77 be canceled.

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 December 3, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:217
AUTHORIZING AGREEMENT WITH CUNNINGHAM 1 HOUR CLEANER
FOR POLICE STAFF DRY CLEANING SERVICES FOR YEAR 2021

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 2021; 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 2021.

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 December 3, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

**AGREEMENT BETWEEN THE BOROUGH OF STRATFORD AND
CUNNINGHAM 1 HOUR CLEANER**

To provide for cleaning services for the year 2021 relevant to the below listed employees and specifications:

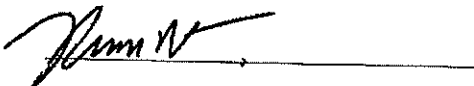
Cunningham Cleaners agrees to provide for the unlimited dry cleaning and pressing of police uniforms for the below listed police officers of the Stratford Police Department:

- | | |
|----------------------------|---|
| 1. Chief Ronald Morelio | Police uniforms, occasional non-uniforms |
| 2. Sergeant Bret Johnson | Police uniforms only |
| 3. Detective Tom Farrell | Mainly plain clothes, occasional uniforms |
| 4. Sergeant Vince Jess | Police uniforms only |
| 5. Patrolman Caleb Speer | Police uniforms only |
| 6. Officer Trish Reibel | Police uniforms only |
| 7. Patrolman Dom Romeo | Police uniforms only |
| 8. Patrolman Patrick Deitz | Police uniforms only |

\$307.91 per officer

The Borough of Stratford agrees to pay a flat rate of \$2463.28 no later than January 14, 2021. Cunningham 1 Hour Cleaners agrees to provide the quickest practicable turn-around time for garment cleanings.

For the Borough of Stratford

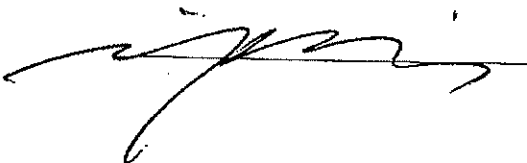


11 / 2 / 2020

For the Borough of Stratford

/ /

For Cunningham #1 Cleaners



11 / 9 / 2020

RESOLUTION 2020:218
AUTHORIZING THE BOROUGH OF STRATFORD TO ENTER INTO A SECOND-YEAR RENEWAL
OPTION UNDER 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, said bid provided for a second-year option renewal at the rate of \$65.00 per carcass removal; 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 December 3, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:219

APPOINT TOWING SERVICE – TOMKINSON’S AUTO REPAIR & TOWING

WHEREAS, the Borough of Stratford has enacted Ordinance 2014:20 entitled Providing for an Orderly System for Towing Services; and

WHEREAS, there was one application received November 16, 2020; and

WHEREAS, the Police Chief has completed the review and has made a recommendation to appoint the one applicant;

NOW, THEREFORE, BE IT RESOLVED, to appoint Tomkinson’s Auto Repair & Towing, Inc. as the contractor for the term January 1, 2021 through December 31, 2022, with a one-year extension option.

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 December 3, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:220
AUTHORIZE SHARED SERVICE AGREEMENT FOR MECHANICAL REPAIRS AND
MAINTENANCE OF MUNICIPAL VEHICLES AND PUBLIC WORKS EQUIPMENT WITH THE
BOROUGH OF MAGNOLIA

WHEREAS, the Borough of Stratford is in need of services in the form of mechanical repairs and maintenance of municipal vehicles and public works equipment; and

WHEREAS, the Borough of Magnolia has the facility and capability to perform mechanical repairs and maintenance of municipal vehicles and public works equipment; and

NOW THEREFORE BE IT RESOLVED by Mayor and Council to authorize the execution of the Shared Service Agreement between the Borough of Stratford and the Borough of Magnolia for the service of mechanical repairs and maintenance of municipal vehicles and public works equipment for the year 2021.

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 December 3, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

**SHARED SERVICE AGREEMENT
BETWEEN THE BOROUGH OF STRATFORD AND THE BOROUGH OF MAGNOLIA
FOR SERVICES PROVIDED FOR THE MECHANICAL REPAIR AND MAINTENANCE OF
MUNICIPAL VEHICLES AND PUBLIC WORKS EQUIPMENT**

THIS AGREEMENT made this 1st day of January 2021, by and between:

THE BOROUGH OF MAGNOLIA (hereinafter referred to as **Magnolia**); and **THE BOROUGH OF STRATFORD** (hereinafter referred to as **Stratford**); and

WITNESSETH

WHEREAS, Stratford wishes to enter into a Shared Service Agreement with Magnolia for services to be provided by Magnolia Public Works Department in the form of mechanical repairs and maintenance of municipal vehicles and equipment of Stratford's vehicles, equipment and trucks; and

WHEREAS, Magnolia Public Works Department has the facility and capability to perform mechanical repairs and maintenance of municipal vehicles and equipment on Stratford's vehicles, equipment, trucks; and

WHEREAS, the “Uniform Shared Services and Consolidation Act”, **N.J.S.A. 40A:65-1, et seq.**, allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **Nature and Extent of Services:** Magnolia, under the auspices of its Public Works Department, will provide mechanical repairs and maintenance to Stratford's vehicles, equipment, trucks.
 - a. Magnolia through its Public Works Department will offer and provide services for the mechanical repair and maintenance of municipal vehicles and public works equipment which may include, but not be limited to, trucks, passenger vehicles, and trailers, and public works equipment. All such services shall be performed at the public works garage of the Borough of Magnolia unless otherwise provided in this Agreement. The recipient of such services shall be responsible to deliver the vehicles or equipment to the Borough of Magnolia without costs or expense to the provider.
 - b. All services provided by the Borough of Magnolia shall be diligently performed but without any warranty of any kind or nature. The recipient of services provided hereby waives, disclaims, quit-claims, and waives any guarantees or warranties by the Borough of Magnolia including, but not limited to, warranties of fitness, use, safety, and merchantability.

- c. Services by the Borough of Magnolia shall be offered only based on its ability to perform such services, which ability shall be determined solely by the Borough. The parties mutually recognize that certain repairs or maintenance may require specialized equipment not possessed by the Borough of Magnolia, in such cases, the Borough will decline the request for services by the recipient municipalities.
 - d. Nothing contained in this Agreement shall require the Borough of Stratford to utilize the services of the Borough of Magnolia on an exclusive basis, it being the intent of this Agreement to permit, not compel the use of such services by recipients on a discretionary basis at their sole option.
2. **Consideration:** The Borough of Magnolia will provide such services on a per hour basis billed to the recipient municipality at the rates below recited plus the costs for the provision of consumable products or devices such as oil, fluids, gaskets, hardware, and stocked parts and devices as follows:
- A. "Regular Hourly Rate" for the labor of \$60.00 per hour for work performed at the Magnolia Facility; or
 - B. "Special Service Rate" of \$80.00 per hour. This special service rate applies to the following type of service:
 - a. Road service calls are defined as a request that the Borough mechanic performs maintenance or repairs at any location other than the Magnolia Facility. The hourly rate shall apply for the period upon the mechanic departing the maintenance garage extending to his arrival back at the garage ("portal to portal");
 - b. Emergency work is defined as a request by a recipient municipality for repairs as soon as possible in which cases all other scheduled maintenance and repair work must be rescheduled or work that would require the payment of overtime rates of pay to the Borough mechanic. All such emergency work shall be requested, in writing, by the recipient municipality.
 - C. 30% over Magnolia costs for all repair parts and sublet parts. No charge will be made for parts that are supplied by Stratford.
 - D. The Borough of Magnolia shall prepare and submit itemized bills and vouchers to the recipient municipality, which documents will include the date and time such services were provided and the rates applicable thereto; quantities and charges for all consumables utilized in the performance of the services, and; the name of the principal Magnolia employee performing such services.
 - E. Recipients of services shall cause a payment to be made not more than forty (40) days after submission of the bills with all such payments payable to the Borough of Magnolia.

- F. To facilitate the performance of services contemplated herein, each recipient municipality shall establish a separate account with a parts vendor approved by the Borough of Magnolia, which account shall authorize the Magnolia Public Works Supervisor, or his designee, as an authorized person to obtain parts required for the performance of the services requested. All such vendor accounts shall be billed to the recipient municipality and the Borough of Magnolia will not be responsible for any charges to such accounts.
3. **Duration of Contract:** This agreement will go into effect on January 1, 2021, and shall continue through and including December 31, 2021.
 4. **Dispute of Payment:** As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8 (g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 2 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to, or adjudicated to be less than what was so paid, Stratford shall promptly be repaid the excess.
 5. **Agency Relationship:** All services performed by the Borough of Magnolia shall be accomplished by employees of the Borough and nothing in this Agreement shall be interpreted or construed to determine such employees as employees, agents, or representatives of the recipient municipality. The Borough of Magnolia shall be responsible for the payment of all salaries, compensation, benefits, and other work-related employee benefits, without limitation, to individuals performing work on recipient municipalities vehicles or equipment. The Borough of Magnolia shall be responsible to provide Worker's Compensation coverage on behalf of such employees.
 6. **LIABILITIES:** For any claim arising from or related to the services provided by the Borough of Magnolia, including any claims for injury or death to any person or damage to property, the recipient municipality hereby agrees to save and hold the Borough of Magnolia harmless from and against any and all such claims and shall release and indemnify the Borough of Magnolia and its employees with respect to any costs incurred by the Borough of Magnolia in defense of such claims or payment of same including the costs of litigation, attorneys fees, and expert fees in defense of claims. All municipalities shall be waived and discharged by the recipient municipalities or, in failure thereof, such recipient municipalities shall be subject to the obligation of indemnification as recited above.
 7. **Enactment Procedure:** Stratford and Magnolia hereby acknowledge that prior to the execution of this agreement; the respective municipal bodies shall authorize such execution through and by the procedures and standards in the adoption of ordinances and/or resolutions set forth more fully under the uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-5(a).
 8. **Insurance:** The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Camden County or the Joint Insurance Fund, which

insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the parties prior to the implementation of this Agreement.

9. **Entire Agreement:** 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 same shall be in writing and signed by all the Parties hereto.
10. **Termination:** This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party.
11. **Filing:** In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
12. **Good Faith Covenant:** The Parties agree that they will cooperate in all respects in furtherance of achieving the purposes and objectives of this Agreement.
13. **Notices:** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.
 - a. The designated municipal representative for Stratford is:
Michaela Bosler, Acting Municipal Clerk
Borough of Stratford
307 Union Avenue
Stratford, New Jersey 08084
 - b. The designated municipal representative for Magnolia is:
Christine M. Pippet, Acting Municipal Clerk
Borough of Magnolia
438 W. Evesham Ave.
Magnolia, NJ 08049

IN WITNESS WHEREOF, the Parties have caused the Agreement to be signed by their respective officers duly authorized and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

Michaela Bosler
Acting Borough Clerk
Borough of Stratford
Date:

Josh Keenan
Mayor
Borough of Stratford
Date:

ATTEST:

Christine M. Pippet
Acting Municipal Clerk
Borough of Magnolia
Date:

BettyAnn Cowling-Carson
Mayor
Borough of Magnolia
Date:

RESOLUTION 2020:221
AUTHORIZE SHARED SERVICE AGREEMENT FOR CERTIFIED RECYCLING COORDINATOR
WITH THE BOROUGH OF MAGNOLIA

WHEREAS, the Borough of Stratford is in need of a Certified Recycling Coordinator to certify the annual recycling report due April 30, 2021; and

WHEREAS, the Borough of Magnolia has a Certified Recycling Coordinator and is willing to provide us with his services; and

NOW THEREFORE BE IT RESOLVED by Mayor and Council to authorize the execution of the Shared Service Agreement between the Borough of Stratford and the Borough of Magnolia for a Certified Recycling Coordinator.

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 December 3, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

**SHARED SERVICE AGREEMENT
BETWEEN THE BOROUGH OF STRATFORD AND THE BOROUGH OF MAGNOLIA
FOR A CERTIFIED RECYCLING PROFESSIONAL TO CERTIFY THE ANNUAL RECYCLING
TONNAGE REPORT**

WITNESSETH

WHEREAS, The Borough of Stratford, County of Camden, State of New Jersey, with offices located at 307 Union Ave, Stratford, NJ 08084 (hereinafter referenced as ""Stratford"" wishes to enter into a Shared Service Agreement to retain the services of a Certified Recycling Professional (CRP); and

WHEREAS, The Borough of Magnolia, County of Camden, State of New Jersey, with offices located at 438 W. Evesham Ave., Magnolia, NJ 08049 (Hereinafter referenced as ""Magnolia"" is interested in providing Certified Recycling Professional (CRP) Service through a Shared Services Agreement; and

WHEREAS, commencing in 2013, New Jersey Municipalities are required by the New Jersey Recycling Enhancement Act ("REA") P. L 2008 CHAPTER 6, to have the mandatory Annual Recycling Tonnage Reports approved and signed by a Certified Recycling Professional (CRP); and

WHEREAS, the Annual Recycling Tonnage Reports must be submitted via email to the New Jersey Department of Environmental Protection ("NJDEP") utilizing a spreadsheet provided by the NJDEP on or before April 30th of each year.

WHEREAS, the parties are desirous of entering into a Shared Service Agreement for retaining and providing CRP services of Magnolia for **certification only** of said Annual Recycling Tonnage Report; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Stratford shall retain the services of Magnolia for a CRP that will be responsible for executing the mandatory annual municipal recycling tonnage report, on or before April 30th, 2021.
2. It is understood that the responsibility for the accuracy of all tonnage material lies with the municipal representative as designated preparer of the Recycling Tonnage Report.
3. Stratford shall be responsible to retain the appropriate documentation for five years in the event of a NJDEP field audit.

4. Stratford shall pay an annual fee of **\$750.00** to Magnolia for the CRP's Services. Stratford agrees to pay all invoices within thirty (30) days upon finalization of the report and submittal of voucher.
5. This Agreement is effective for the calendar year 2021 (2020 Recycling Tonnage Report).
6. 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 same shall be in writing and signed by all the Parties hereto.
7. This Agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party.
8. In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
9. The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
10. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.

a. The designated municipal representative for Stratford is:

Michaela Bosler, Acting Borough Clerk
Borough of Stratford
307 Union Avenue
Stratford, NJ 08084

b. The designated municipal representative for Magnolia is:

Christine M. Pippet, Acting Borough Clerk
Borough of Magnolia
438 W. Evesham Ave.
Magnolia, NJ 08049

IN WITNESS WHEREOF, the Parties have caused the Agreement to be signed by their respective officers duly authorized and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

Michaela Bosler
Borough I Clerk
Borough of Stratford
Date:

Josh Keenan
Mayor
Borough of Stratford
Date:

ATTEST:

Christine M. Pippet
Acting Municipal Clerk
Borough of Magnolia
Date:

BettyAnn Cowling-Carson
Mayor
Borough of Magnolia
Date:

RESOLUTION 2020:222
APPOINTMENT OF ANIMAL CONTROL OFFICER – INDEPENDENT ANIMAL CARE SERVICES LLC

WHEREAS, the State requires that each Municipality to appoint an Animal Control Officer; and

WHEREAS, Mayor and Council of the Borough of Stratford engaged the services of Robert Chabot of Independent Animal Control Services LLC, of Blackwood, NJ appointed as Animal Control Officer; and

WHEREAS, the Borough wishes to renew the Animal Control Services Contract for 2021 under the same terms and conditions of the current contract for animal control services;

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to authorize the execution of the “Renewal of Animal Control Services Contract for 2021” with Independent Animal Control Services LLC.

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 December 3, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK



Toll Free: 1(855) IACS ACO
1(855) 422-7226
Fax: 856-504-0056
Email: iacsnj@gmail.com
Web: www.iacsnj.com
P.O. Box 1612
Blackwood, NJ 08012

TO: Borough Of Stratford

RE: Renewal of Animal Control Services Contract for 2021

Independent Animal Care Services LLC. permits extending the current contract for animal control services under the same terms/rate of the existing contract for the 2021 year.

In accordance with the current terms of the contract, Independent Animal Care Services LLC. will extend the contact for animal control services for the 2021 year upon mutual written consent by the Borough Of Stratford. The contract extension will commence on January 1, 2021 and will terminate December 31, 2021.

By signing below the Township/Borough wishes to extend the contract with Independent Animal Care Services LLC for the 2021 year under the same terms and conditions of the current contract for animal control services.

If you have any questions, please do not hesitate to contact me directly at 856-718-0305 ext. 710

Thank you.

Robert Chabot
Owner
Independent Animal Care Services LLC.

This _____ Day of _____, 20 _____.

Municipal Official

Attest

RESOLUTION 2020:223
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, contract negotiations, or the Attorney-Client Privilege.

_____ (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 December 3, 2020 that an Executive Session closed to the public shall be held on December 3, 2020 at approximately 7:00 p.m. in the Justice Facility, 315 Union Avenue, Stratford, NJ or through telecommunications 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 December 3, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:224

APPOINTMENT OF ANIMAL SHELTER – VOORHEES ANIMAL ORPHANAGE

WHEREAS, the State requires that each Municipality to appoint an Animal Shelter for the ACO to utilize; and

WHEREAS, the Voorhees Animal Orphanage has submitted a proposal for 2021; and

WHEREAS Mayor and Council of the Borough of Stratford appoints The Voorhees Animal Orphanage as the Animal Shelter for the Borough of Stratford for the year 2021; and

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to authorize the Borough Clerk to sign an Agreement between the Borough of Stratford and The Voorhees Animal Orphanage for such services for the year 2021.

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 December 3, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

Voorhees Animal Orphanage
419 Cooper Rd.
Voorhees, NJ 08043
856 627-9111
www.vaonj.org

SHELTER SERVICES AGREEMENT

This agreement is made on 11/24/20, by and between Voorhees Animal Orphanage, Inc. ("VAO"), with its principal place of business located at 419 Cooper Road, Voorhees, New Jersey, 08043, and The Borough of Stratford, a body politic and corporate, with its principal place of business located at 307 Union Ave, Stratford, NJ 08084.

WITNESSETH:

WHEREAS, the Municipality requires the provisions of animal shelter services; and

WHEREAS, VAO is able to competently provide to the Municipality the required shelter services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereby agree as follows:

1. **TERM.** The term of this agreement shall be for 12 months, commencing on January 1st 2021 and running through December 31st 2021.
2. **SCOPE.** VAO shall provide the following services in accordance with applicable federal, state and local laws, statutes, rules and regulations:
 - A. House, shelter, feed, and care for all felines and canines found or otherwise acquired by or in the Municipality, with the exception of any injured or sick felines or canines obtained within the Municipality that have been diagnosed with or are suspected of having a communicable disease, which are determined by the VAO to endanger the health of the other animals at the shelter. In addition, any felines or canines adopted from another shelter, including but not limited to Animal Adoption Center, Camden County Animal Shelter, and Animal Welfare Association, must be returned to original shelter, unless a surrender to VAO is approved by the VAO Operations Director.
 - B. Treat as medically necessary, or euthanize on the recommendation of a veterinarian all animals found or otherwise acquired by or in the Municipality, which are impounded at the shelter. With the exception of those found seriously ill or injured by the Animal Control Officer, in which case appropriate emergency treatment must be provided by a veterinarian

at the sole cost and expense of the Municipality, before said animal is surrendered to the shelter. If, within 24 hours of being received into the shelter, it is determined an animal should have received emergency veterinary care before being brought to the shelter, the township will be responsible for reimbursing VAO the costs of the emergency treatment that VAO incurs for said animal within thirty (30) days of invoice.

- C. Euthanize animals when necessary, pursuant to VAO policy, found or otherwise acquired by or in the Municipality, which are impounded at the shelter.
- D. Sterilize and release any feral animals which pose no threat to the health of the public.

3. MUNICIPALITY RESPONSIBILITIES.

- A. The Municipality shall compensate VAO: \$3900 per 12 months for basic shelter services for 40 animals per calendar year, payable on a monthly basis at \$325 per month, due within 30 days of the invoice date. An additional charge of \$95.00 per animal will be assessed for any animal placed with VAO above the allotted 40 animals per calendar year.
- B. The Municipality shall be responsible for the reimbursement of all costs for emergency medical attention that is required for an impounded animal that is delivered to the shelter by the Municipality's Animal Control Officer, when that animal should have received emergency medical attention pursuant to N.J.A.C. 8:23A-1.12 prior to delivery to the shelter.
- C. The Municipality shall give notice to VAO of any planned action which may result in the Municipality's Animal Control Officer's placement of 7 or more animals from a single household, colony, trapping action or other planned action. 48 hours' notice must be given for any such placement by the Municipality's Animal Control Officer, unless the placement will occur on a holiday in which case 72 hours' notice must be given. Notice shall include the approximate number and type of animals, the municipality of origin, and the anticipated condition of these animals. Notice may be given via phone or in person by the Municipality's Animal Control Officer, to the VAO Operations Director or kennel manager, but not via email or phone message, or to anyone else.
- D. For any animals placed at VAO which must be held pending a resolution by the Courts or by another determination out of the control of VAO, the Municipality shall be billed at a rate of

\$25 per day per animal.

- E. Unless previously approved by the VAO Operations Director or kennel manager, no more than 40 animals per one Monday through Sunday week (7 day) period may be brought to VAO from one Municipality.
 - F. Payment for invoices shall be made by the Municipality within thirty (30) days after receipt of invoice for service. Payments made thereafter shall be subject to a late payment charge on the unpaid balance remaining at a rate of ten percent (10%) per annum. Should the Municipality fail to pay any invoice, and such failure is not cured within sixty (60) days, VAO shall be permitted to suspend service without any further written notice of same. At VAO's discretion, VAO may pursue any available remedy at law or in equity in addition to collecting the late payment charge and/or any outstanding principal amount due from the Municipality under the provisions of this Agreement for its Term. This provision shall survive the termination of this Agreement, subject to the limitations and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-2, all rules, regulations made pursuant to same, and all other applicable law.
 - G. The Municipality and VAO, respectively, shall defend, indemnify and hold harmless the other party, its officers, agents and employees, from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Municipality's or VAO's, its officers', agents', and employees' intentional or negligent acts or omissions in connection with this agreement.
4. **OTHER CHARGES.** VAO retains the right to impose fees on the Municipality's residents for, among other things, the reclamation, adoption and/or surrender of an animal pursuant to this list of charges attached hereto and made a part hereof. VAO reserves its right to amend its charges consistent with the proper fiscal management of the shelter.
5. **WHO IS BOUND.** Each person who signs this Agreement is bound by this Agreement. Anyone who succeeds to any party's rights and responsibilities, such as heirs or the executor of a Part's estate, is also bound.
6. **AUTHORIZATION.** The parties hereby represent and warrant that they each have the requisite power and authority to make and perform the obligations under this Agreement, and that the execution of this Agreement has been duly authorized by all requisite corporate action, if necessary.
7. **CAPTIONS.** The captions in this Agreement are inserted only as a matter of convenience and for ease

