

**RESOLUTION NO. 02-2020**

**RESOLUTION TO ESTABLISH THE TRAVEL POLICY**

**WHEREAS**, the Mayor and Council recognize that in order for the Borough to maintain an efficient and progressive staff; and

**WHEREAS**, it is necessary to attend seminars and conventions to stay abreast of current developments affecting our government unit.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, County of Camden, and State of New Jersey, that the following travel policy be adopted:

1. All overnight travel must be approved by Council; and
2. The Borough will pay for hotel accommodations; and
3. The Borough will pay for travel to and from the seminar and convention; i.e., train fare, air fare or actual car mileage, etc.; and
4. The Borough shall provide a maximum of one hundred and twenty-five dollars per day per diem to cover meals and miscellaneous items; and
5. The Borough will pay for all registration fees; and
6. The Borough will pay for travel to and from the airport, train station; and
7. The Borough Treasurer is authorized to advance to the approved travelers monies required for registration and the one hundred and twenty-five dollars a day per diem; and
8. The per diem shall be calculated by the Treasurer as follows, an approved traveler is entitled to one hundred and twenty-five dollars a day for each night which the traveler is approved to attend the seminar or convention plus one additional day; and
9. The Borough will pay for reasonable out of pocket meal expenses while attending seminars.

**BE IT FURTHER RESOLVED**, that receipts for expenditure items referred to in No. 6 are required to be submitted to the Borough Administrator.

**BOROUGH OF LAWNSIDE**

  
MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK

  
MARY ANN WARDLOW  
MAYOR

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 03-2020**

**RESOLUTION AUTHORIZING MILEAGE REIMBURSEMENT  
FOR OFFICIAL TRAVEL**

**WHEREAS**, the Mayor and Council and other elected and appointed officials are required to use their privately owned vehicles to travel in performance of their official duties.

**BE IT RESOLVED** by Mayor and Council of the Borough of Lawnside that a rate of \$0.57.5 cents per mile be paid for such official travel in privately owned vehicles.

**BOROUGH OF LAWNSIDE**



**MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK**



**MARY ANN WARDLOW  
MAYOR**

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 04-2020**

**RESOLUTION SPECIFYING VARIOUS DEPOSITORIES  
FOR ALL FUNDS FOR THE BOROUGH OF LAWNSIDE FOR CY2020**

**BE IT RESOLVED** by the Borough Council of the Borough of Lawnside, County of Camden, State of New Jersey that the following depositories for all funds for the Borough of Lawnside for the CY2020 are:

1<sup>st</sup> Colonial Bank, Collingswood, New Jersey

TD Bank, Haddonfield, New Jersey

**BOROUGH OF LAWNSIDE**



**MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK**



**MARY ANN WARDLOW  
MAYOR**

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 05-2020**

**RESOLUTION AUTHORIZING BANK ACCOUNTS AT 1st COLONIAL BANK**

**BE IT RESOLVED** that the Borough of Lawnside open and maintain a deposit account in its name with 1<sup>st</sup> Colonial Bank effective January 1, 2020; and

**BE IT FURTHER RESOLVED** that this certified copy of the resolution authorize the following bank accounts:

TAX SALE PREMIUMS	DARE CAR FUND
TAX TITLE LIEN REDEMPTION	BAIL
MUNICIPAL COURT	CONTRACT ESCROW
LAWNSIDE PAYROLL	COMMUNITY CENTER
CONSTRUCTION CODE	SEWER ABANDONEMENT
CURRENT FUND	SEWER ACCOUNT AUDITOR
LAW ENFORCEMENT	HOMESTEAD REBATE
DOG FUND	BOROUGH CLERK
UNEMPLOYMENT COMP.	FIRE FUND
NFI ESCROW	CONIFER ESCROW
3 <sup>RD</sup> PARTY POLICE	

I, Marsharee A. Wright, Clerk of the Borough of Lawnside with its principal place of business at 4 Dr. Martin Luther King, Jr. Road, Lawnside, New Jersey, hereby certify that a duly constituted meeting of the Borough Council was held on February 5, 2020.

I further certify that the names of duly elected and qualified officers of said corporation are as follows and should sign as following:

<u>TITLE</u>	<u>NAME</u>
Mayor	Mary Ann Wardlow
Treasurer	Jessie G. Harris or the
Chief Financial Officer	John A. Bruno, Jr.

**BOROUGH OF LAWNSIDE**



**MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK**



**MARY-ANN WARDLOW  
MAYOR**

**ADOPTED: FEBRUARY 5, 2020**



**RESOLUTION NO. 06-2020**

**RESOLUTION AUTHORIZING PETTY CASH FUND FOR  
BOROUGH TREASURER**

**BE IT RESOLVED** by the Borough Council of the Borough of Lawnside, County of Camden, State of New Jersey, that the Borough Treasurer shall have a petty cash fund in the amount of Two-Hundred (\$200.00) Dollars for the Calendar Year 2020 and the Borough's Treasurer will be the custodian of these funds.

**BOROUGH OF LAWNSIDE**



**MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK**



**MARY ANN WARDLOW  
MAYOR**

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 07-2020**

**RESOLUTION SPECIFYING RATE OF INTEREST TO BE  
COLLECTED ON DELINQUENT SEWER RENTALS AND DELINQUENT  
TAXES FOR CALENDAR YEAR 2020**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Lawnside, County of Camden and State of New Jersey, that the rate of interest to be collected on delinquent taxes in and for the Borough of Lawnside for the 2020, shall be and is hereby established at 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 to be calculated from the due date to date of actual payment.

**BE IT FURTHER RESOLVED**, by the Mayor and Council of the Borough of Lawnside, County of Camden and State of New Jersey, that the rate of interest to be collected on delinquent sewer rentals and assessments in and for the Year CY2020, shall be and is hereby established at 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 to be calculated from the due date to date of actual payment.

**BE IT FURTHER RESOLVED**, that a grace period of ten (10) days after the due date be granted for the payments of taxes and sewer rentals; and

**BE IT FURTHER RESOLVED**, that a 6% penalty may be charged on any delinquency in excess of \$10,000.00 if not paid by the end of the fiscal year.

**BE IT FURTHER RESOLVED**, that interest in the amount of 18% payable to the Borough of Lawnside on all delinquencies wherein the Borough holds a Tax Title Lien.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

*RESOLUTION NO. 08-2020  
In Memory of Elder Frederick Eugene King*



**Office of the Mayor  
BOROUGH OF LAWNSIDE  
P R O C L A M A T I O N  
I N M E M O R Y O F  
ELDER FREDERICK EUGENE KING**

**WHEREAS**, the residents of the Borough of Lawnside were grieved to learn of the passing of our beloved **ELDER FREDERICK EUGENE KING**; and

**WHEREAS**, **Elder King** learned the love of Christ at a young age and devoted his life to his church and served as Pastor of Emmanuel Church of God in Christ in Lawnside, New Jersey; and

**WHEREAS**, his faithful and efficient service was given with such devotion that it won the respect, admiration, and love of all those with whom he was associated; and

**WHEREAS**, he was at all times interested in and considerate of the welfare of others and leaves behind a memorial of good citizenship; and

**WHEREAS**, **ELDER FREDERICK EUGENE KING**, leaves to cherish his memory his devoted wife First Lady Jeanette King, two, daughters, Monica Davis and Darnice O'Leary, seven grandchildren, one great grandchild and a host of family and friends.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Mayor and Borough Council of the Borough of Lawnside, County of Camden and State of New Jersey hereby extends to the family of **ELDER FREDERICK EUGENE KING** this expression of sincere regret and sympathy for the loss of their loved one and offer the hope that they will be consoled by the many memories of his life and achievements.

PROCLAIMED AND APPROVED THIS 11<sup>th</sup> DAY OF JANUARY, 2020  
BOROUGH OF LAWNSIDE

  
\_\_\_\_\_  
MARY ANN WARDLOW  
MAYOR

  
\_\_\_\_\_  
MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK

ADOPTED: FEBRUARY 5, 2020

**RESOLUTION 09-2020**

**RESOLUTION RELEASING CCMUA MONIES COLLECTED  
BY THE TAX COLLECTOR FOR CCMUA CHARGES DUE**

**WHEREAS**, the Municipality must collect prior year charges that are owed by homeowners for Camden County Municipal Utilities Authority during our Tax Sale; and

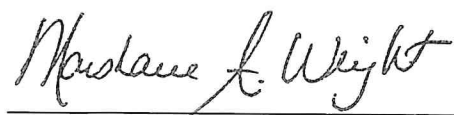
**WHEREAS**, the monies collected from 2019 Tax Sale will be forwarded to CCMUA and applied to prior year accounts due and;

**WHEREAS**, The Tax Sale collected \$ 78, 172.92 to be forwarded to CCMUA Municipal Utility Authority and;

**NOW, THEREFORE, BE IT RESOLVED** by Mayor and Council of the Borough of Lawnside, County of Camden and State of New Jersey, that \$78,172.92 is forwarded to Camden County Municipal Utilities' Authority, 1645 Ferry Avenue Camden, NJ 08104.

**BOROUGH OF LAWNSIDE**

  
\_\_\_\_\_  
MARY ANN WARDLOW  
MAYOR

  
\_\_\_\_\_  
MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK

**ADOPTED: FEBRUARY 5, 2020**



RESOLUTION NO. 10-2020

**BOROUGH OF LAWNSIDE RESOLUTION AUTHORIZING  
THE HOLDING OF A CLOSED SESSION OF A MEETING  
OF BOROUGH COUNCIL**

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed;

WHEREAS, a request has been made to convene a closed session of the Borough Council on January 27, 2020 consistent with the provisions of N.J.S.A. 10:4-12b.

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 6 in favor and 0 opposed, BE IT RESOLVED by the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey that a closed session of the Borough Council meeting be convened to discuss one or more of the following categories as noted:

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. 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.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- x   7. Any pending or anticipated litigation or contract negotiations in which Borough Council is or may become a party.
- x   8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.
- x   9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A.10:4-12b(9).

BE IT FURTHER RESOLVED that it is anticipated that the discussion conducted in closed session will be disclosed to the public sometime in 2020

BOROUGH OF LAWNSIDE



MARSHAREE WRIGHT  
ACTING MUNICIPAL CLERK

ADOPTED: FEBRUARY 5, 2020



# Shared Services Agreement

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## RESOLUTION NO. 11-2020 RESOLUTION OF THE BOROUGH OF LAWNSIDE

### AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF CAMDEN AND BOROUGH OF LAWNSIDE FOR PROJECT SAVE REFERRAL SERVICES

**THIS PILOT AGREEMENT** is made on the day of January 1, 2020, by and between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, 14th Floor, Camden, New Jersey 08102 (the “County”) and Borough of Lawnside, a municipal corporation of the State of New Jersey with offices located at 4 Dr. Martin Luther King Jr. Road, Lawnside, New Jersey 08045 (the “Municipality”), and referred to collectively as “Parties”.

**WHEREAS**, statistics have shown a significant number of municipal court defendants suffer from drug and/or alcohol addiction, which has in large measure contributed to the defendant’s commission of non-violent crimes; and

**WHEREAS**, the Parties have studied various measures available to respond to the substance abuse crisis and have worked with each of their police departments and municipal court officials to determine the best way to connect defendants suffering with addiction with information and options for assessment and/or treatment, and entered into an Agreement for a Pilot Project SAVE program for the year 2019; and

**WHEREAS**, after careful consideration, the Parties have determined that based on the success of the Pilot program, a cooperative approach to implement the Project SAVE program, a voluntary substance abuse treatment referral and intervention strategy for municipal court defendants arrested for non-violent crimes, for a longer period of time would offer the Parties an effective and efficient means of providing these services; and

**WHEREAS**, to properly manage and coordinate the Project SAVE program, the Parties have decided to enter into an Agreement to authorize the County to procure a vendor on behalf of the Municipality for this purpose; and

**WHEREAS**, the costs for the professional services performed pursuant to this Pilot Agreement shall be paid by the County; and

**WHEREAS**, the term of the Agreement will be for a period of three (3) years, commencing on or about January 1, 2020 and terminating on December 31, 2022; and

**WHEREAS**, this Agreement is authorized pursuant to N.J.S.A. 40A:65-1, *et seq.* (“Uniform Shared Services and Consolidation Act”) which permits two or more local units to enter into an Agreement for any service which any party to the Agreement is empowered to render within its jurisdiction; and

**WHEREAS**, the Parties agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and

# Shared Services Agreement

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**WHEREAS**, by Resolutions adopted on November 14, 2019, by the County, and on February 5, 2020, by the Municipality, the Parties respectively authorized preparation and execution of the within Agreement by and between the parties; now, therefore,

**IN CONSIDERATION** of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

## 1. PURPOSE AND SCOPE

The purpose of this Shared Services Agreement, (hereinafter referred to as “SSA” or “Agreement”), is to support certain intervention efforts designed to combat drug abuse and addiction. This will be accomplished by providing municipal court defendants charged with non-violent crimes with an opportunity for referral to a Substance Abuse Visionary Effort advocate, (hereinafter “SAVE” advocate). The SAVE advocate, to be procured and funded by the County, will work with such defendants to provide information about treatment programs and assist with linking them to appropriate treatment resources regardless of ability to pay. The SAVE advocate will act as a liaison between the court, defendant and treatment providers. The Municipality expects that entering into this Agreement with the County will support its goal of providing a municipal level intervention to non-violent offenders by addressing the underlying issues that have led them to substance use. A long-term goal of the program is a reduction in recidivism.

## 2. TERM AND TERMINATION

The term of this Agreement shall be for a period of three (3) years commencing on or about January 1, 2020 and include any cases heard up until December 31, 2022. Notwithstanding the above, each of the Parties shall have the right to terminate this Agreement prior to the end of its term, with or without cause, upon Ninety (90) days written notice delivered to the addresses listed above. This Agreement shall be binding upon the parties, their heirs, successors, and assigns.

## 3. DUTIES AND RESPONSIBILITIES

The County will provide the following services:

### I Professional Contract Management Services

(a) Procurement. The County will publicly procure a firm to provide professional drug and alcohol counseling services for the Project SAVE program in accordance with the provisions of the New Jersey Local Public Contracts Law. Specifically, the County will require the firm provide counselors to serve as Project SAVE advocate(s) with a minimum of a Bachelor’s Level Certification in Alcohol and Drug Counseling (CADC), working under the supervision of a Licensed Certified Alcohol and Drug Counselor (LCADC). The firm will have a minimum of one-year experience as a service provider in the Superior Court of



## Shared Services Agreement

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New Jersey Drug Court. Procurement functions, including preparation or review of Request For Proposals specifications, conducting pre-proposal

meetings, receiving and reviewing proposals and recommendation for award of contracts, will reside with the County's Qualified Purchasing Agent and County's procurement attorney. All procurements required under this Agreement will utilize the County's Request For Proposals (RFP) policy and boilerplate as adopted by the Camden County Board of Chosen Freeholders. The County will issue the contract for the professional services contemplated by this Agreement.

(b) Contract supervision and monitoring. The County, in consultation with the Municipality, will develop a procedure for supervision and monitoring of the professional services contract awarded in accordance with this Agreement.

### II Training/Orientation

(a) The County will coordinate, at its cost, all training required for the Municipality to implement the Project SAVE program during the term of the Agreement.

### III General

(a) The County will be responsible for payment for the professional services provided by the SAVE advocate and there will be no cost to the Municipality for these services during the term of this Agreement.

(b) The County will prepare, at its cost, all materials for the Project SAVE program during the Agreement term. Materials to include information cards, hand-outs and related program materials with Municipality-specific information.

(c) The County will work cooperatively with the Municipality to achieve the goals of the Municipality with respect to the services provided during the term of this Agreement.

#### The Municipality will provide the following services:

(a) Work cooperatively with the County and with other County municipalities to implement a Project SAVE program and develop model policies and procedures.

## Shared Services Agreement

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(b) Prepare and deliver to the County by December 1, 2019, December 1, 2020 and December 1, 2021, by and through the judiciary, the municipal court schedule(s) for calendar years 2020, 2021 and 2020, respectively, to be included as an exhibit in the County's RFP for the Project SAVE program vendor for each year. Apprise the County and the Project SAVE advocate of any date/time changes to the municipal court schedule during the term of the Agreement.

(c) Prepare and deliver to the County in the time-frame requested a monthly report in the format indicated in **Exhibit A**. (See attached). Said report to be prepared by the County- procured vendor.

(d) Work cooperatively with the County as may be needed in scheduling orientation and training of Municipal police officials, court staff and others as determined by the Municipality, as may be required to conduct the Project SAVE program. Said orientation and training to be conducted as needed during the Agreement term.

(e) Coordinate with the County to hold regular meetings between the Parties to assess the effectiveness of the services provided under this Agreement.

(f) Prepare and deliver to the County in the time-frame requested an annual report in the format indicated in **Exhibit B**. (see attached). Said report to be prepared by the County- procured vendor.

(g) Work cooperatively with the County to achieve the goals of this Agreement.

### 4. FUNDING

During the term of this Agreement funding for all professional Project SAVE advocate services shall be the responsibility of the County. The County will provide all printed materials needed for the Project SAVE program and there will be no cost to the Municipality for these materials.

# Shared Services Agreement

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## 5. CONFLICT OF INTEREST

The Parties agree that in administering the services in connection with this Agreement, each will comply with all appropriate standards of conduct and will avoid any conflict of interest in its administration.

## 6. INSURANCE

- A. The County of Camden will require any vendors procured for services under this Agreement to maintain professional liability insurance coverage, statutory minimum workers' compensation coverage, general liability coverage, and automobile liability coverage (if applicable), in amounts sufficient for the services rendered pursuant to this Agreement.
  
- B. The County of Camden will cause the individual Parties to be named as an additional insured in the above policies on a primary, non-contributory basis.

## 7. REMEDIES and DEFAULT

Should either party to this Agreement default in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such period, the non-defaulting party shall be entitled to all remedies available in law or in equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonably be cured within such time period, providing the defaulting party is using reasonable diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs and expenses, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate the Agreement.

## 8. NOTICES

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to the parties to this Agreement at the addresses listed herein above.



## Shared Services Agreement

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### 9. N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the New Jersey Office of the State Comptroller (“OSC”) pursuant to N.J.S.A. 52:15C-14(d). Accordingly, pursuant to N.J.A.C. § 17:44-2.2, Authority to Audit or Review Contract Records, the vendor(s) awarded contracts pursuant to this Agreement shall maintain all documentation related to products, transactions or services under its agreement with the County of Camden for a period of five years from the date of final payment. Such records shall be made available to the OSC upon request.

### 10. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall apply to this Pilot Agreement:

A. Construction of this Agreement

The Parties acknowledge that this Agreement was prepared pursuant to New Jersey law and shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

B. Waiver

Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of the provisions.

C. Amendment or Modification

This Agreement may not be modified, altered, or amended in any manner, except in writing, signed by the Parties hereto, and authorized by formal action of the governing bodies for the County and Municipality.

D. Headings

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

E. Invalidity Clause

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

F. Entire Agreement

This Agreement shall consist of the entire agreement of the Parties and it is acknowledged that there is no side or oral agreements relating to the understandings set forth herein.

# Shared Services Agreement

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## G. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from both Parties hereto.

## H. No Third-Party Beneficiaries

No person or entity except for the Parties to this Agreement is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and, accordingly, no person or entity except for the Parties to this Agreement may assert any claim or right as a beneficiary under this Agreement in any civil, criminal, or administrative action.

## I. Affirmative Action

The Parties hereby agree to incorporate and be bound by the affirmative action language attached hereto.

J. Americans with Disabilities Act and New Jersey Law against Discrimination the Parties hereby agree to incorporate and be bound by the Americans with Disabilities Act and the New Jersey Law against Discrimination language attached hereto.

## K. Audit

The County of Camden shall conduct any required audits of the services provided under this Agreement in conformance with all City, State and Federal accounting practices.

## L. Further Assurances

From time to time, the Parties hereto may make, execute and deliver or cause to be made, executed and delivered further and other instruments and assurances, and will furnish such information, and make such filings with governmental authorities, as may be reasonably necessary or proper to carry out the intention of or to facilitate the performance of the terms of this Agreement or to protect and preserve the rights and remedies hereunder of the Parties hereto.

## M. Funding

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

# Shared Services Agreement

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## N. Binding Agreement

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

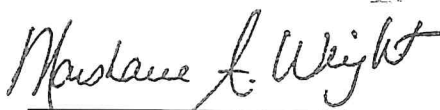
Attest:

COUNTY OF CAMDEN

\_\_\_\_\_  
Karyn Gilmore, Clerk  
Board of Chosen Freeholders

\_\_\_\_\_  
Ross G. Angilella  
County Administrator

Attest: **BOROUGH OF LAWNSIDE**

  
\_\_\_\_\_  
MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK

  
\_\_\_\_\_  
MARY-ANN WARDLOW  
MAYOR

**ADOPTED: FEBRUARY 5, 2020**

LJP

Z:\County Counsel\Staff\Files - Gen\Health Dept.  
Project SAVE – SSA eff. 1-1-20 – three-years Res.  
Auth.: 11-14-19



# Shared Services Agreement

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## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## Shared Services Agreement

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The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))



## Shared Services Agreement

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The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

### AMERICANS WITH DISABILITIES ACT Mandatory Language

#### Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County’s grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of

## Shared Services Agreement

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its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

# EXHIBIT A

## Shared Services Agreement

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The Municipality, by and through the County-procured Project SAVE vendor, shall prepare and deliver to the County by the 15<sup>th</sup> of each month during the Agreement term, a report that provides certain information on those individuals referred to the Project SAVE program during the previous month.

Required minimum monthly reporting categories as provided on Page 3, Municipality services, section c:

Identification number (as may be assigned by the court or for reporting purposes)

Last Name

First Name

Date of contact

Gender

Age

Phone number

Email address

Current Residence/Homeless

Insurance

Referred by (ie: judge/self/family)

Offender: Y/N

D/V background (victim/offender)

Primary drug

Secondary drug

Tertiary drug

Fourth drug

Treatment seeking

Funding eligibility

Assessment scheduled

Assessment completed

Residential program

Outpatient program

Current program

# EXHIBIT B



## Shared Services Agreement

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The Municipality, by and through the County-procured Project SAVE vendor, shall prepare and deliver to the County by the 20<sup>th</sup> of each January, 2021, 2022 & 2023, an annual report that provides certain information on those individuals referred to the Project SAVE program during the Agreement, for the following annual periods: January 1, 2020 through cases heard up until December 31, 2020, January 1, 2021 through cases heard up until December 31, 2021, and January 1, 2022 through cases heard up until December 31, 2022.

Required minimum annual reporting categories as provided on Page 4, Municipality services, section f:

Narrative summarizing the statistics gathered in the monthly reports throughout the Agreement term, on an annual basis as described above.

Provide percentage of individuals that engaged in treatment from total number referred to treatment by court advocate. Include percentage that successfully completed treatment and those that dropped out of treatment.

Provide age range of referred individuals: 18 to 21; 22-26; 27 to 35; and 35 and older.

Provide percentage of individuals entering treatment by level of care (ie: out-patient, residential, detox, etc.).

***Please note*** – additional annual reporting requirements may evolve during the term of the Agreement as agreed to by the County and Municipality.

**RESOLUTION OF THE BOROUGH OF LAWNSIDE**  
**RESOLUTION NO. 12-2020**  
**A Resolution Recognizing the Importance of the 2020 Census**

**WHEREAS** the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

**WHEREAS** The Borough of Lawnside is committed to ensuring every resident is counted;

**WHEREAS** federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing;

**WHEREAS** census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and municipal councils, and voting districts;

**WHEREAS** information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment;

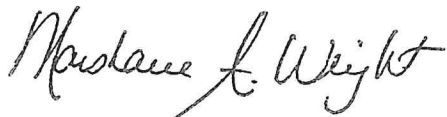
**WHEREAS** the information collected by the census is confidential and protected by law;

**WHEREAS** a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens;

Now, therefore, **BE IT RESOLVED** by The Borough of Lawnside, The County of Camden and State of New Jersey is committed to partnering with the U.S. Census Bureau and the State of New Jersey and will:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information.
2. Encourage all Borough of Lawnside residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
3. Provide Census advocates to speak to Municipality and Community Organizations. Support census takers as they help our Municipality complete an accurate count.
4. Strive to achieve a complete and accurate count of all persons within our borders

**BOROUGH OF LAWNSIDE**



**MARSHAREE A. WRIGHT**  
**ACTING BOROUGH CLERK**

  
**MARY ANN WARDLOW**  
**MAYOR**

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 13-2020**

**RESOLUTION APPOINTING MUNICIPAL ENGINEERS**

**WHEREAS**, The SmithCo. Engineering Group, Inc. is a certified engineering firm licensed in the State of New Jersey and experienced in the area of municipal engineering in the State of New Jersey;

**WHEREAS**, after soliciting requests for qualifications for Borough Consulting Engineer, the Borough of Lawnside Council has determined that The SmithCo. Engineering Group, Inc. is the best qualified company for said position.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, that The SmithCo. Engineering Group, Inc. be appointed the Borough Consulting Engineer for the Borough of Lawnside for the period covering January 1, 2020 to December 31, 2020, to perform the professional services ordinarily provided by a licensed engineering firm of the State of New Jersey and to receive such compensation as may be reasonable for such services. Said Consulting Engineer is authorized by law to practice a recognized profession in the State of New Jersey, to wit, the profession of a licensed engineer. These professional services are necessary and are required by this municipality.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be published by the Borough Clerk.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk

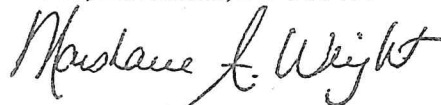


Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

**CERTIFICATION OF CLERK**

The foregoing Resolution was duly adopted at a meeting of the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, held on the 5<sup>th</sup> day of February 2020 at the Borough Hall, 4 Dr. Martin Luther King, Jr. Road, Lawnside, NJ 08045.



Municipal Clerk, Marsharee A. Wright

**RESOLUTION NO.14-2020  
APPOINTING A BOROUGH SOLICITOR AND AUTHORIZING  
CONTRACT WITH THE BOROUGH SOLICITOR**

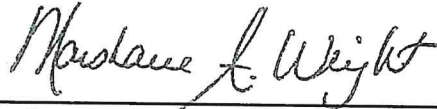
**WHEREAS**, Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of a contract for "Professional Services" without competitive bids must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, that Edward H. Hill, Esquire, be appointed the Solicitor for the Borough of Lawnside for the period commencing January 1, 2020 to December 31, 2020 to perform the professional services ordinarily provided by an attorney of the State of New Jersey for an amount not to exceed \$5,200.00 per month.

**BE IT FURTHER RESOLVED** that said attorney is authorized by law to practice a recognized profession in the State of New Jersey, to wit, the profession of an attorney. These professional services are necessary and are required by this municipality.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be published by the Clerk.

**BOROUGH OF LAWNSIDE**



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**Marsharee A. Wright  
Acting Borough Clerk**

**ADOPTED: February 5, 2020**



**RESOLUTION NO. 15-2020**

**AUTHORIZING THE AGREEMENT FOR  
BOND COUNSEL SERVICES**

**WHEREAS**, the Mayor and Council of the Borough of Lawnside are in need of a law firm specializing in public finance to assist the same in matters relating to, interalia, the issuance of debt; and


**WHEREAS**, the Mayor and Council of the Borough of Lawnside have determined that it is in the best interest of the Borough to acquire professional legal services in connection Bond Counsel; and

**WHEREAS**, Parker McCay P.A., Esquire currently serves as Borough Bond Counsel; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, acting in their capacity under N.J.S.A. 40A:12A-1 *et. seq.* hereby appoints PARKER MCCAY P.A. as Bond Counsel, effective **January 1, 2020** through **December 31, 2020**, subject to the terms and conditions of Exhibit A attached to this Resolution.

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of Lawnside that the Business Administrator and CFO are hereby directed to take any and all steps necessary to ensure execution and implementation of the attached agreement.

**BOROUGH OF LAWNSIDE**

  
\_\_\_\_\_  
MARY ANN WARDLOW  
MAYOR

  
\_\_\_\_\_  
MARSHAREE WRIGHT  
ACTING BOROUGH CLERK

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 16-2020**

**RESOLUTION APPOINTING BOROUGH AUDITOR**

**WHEREAS**, the Borough has determined that it has a need to retain an accounting firm to perform the necessary audit services required by the Borough for Calendar Year 2018, covering January 1, 2020 to December 31, 2020

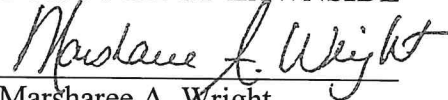
**WHEREAS**, Petroni & Associates is a certified accounting firm licensed in the State of New Jersey and experienced in the area of municipal accounting and auditing in the State of New Jersey;

**WHEREAS**, after soliciting requests for qualifications for Borough Auditor, the Borough of Lawnside Council has determined that PETRONI & ASSOCIATES LLC is the best qualified company for said position.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, that Petroni & Associates be appointed the Borough Auditor for the Borough of Lawnside for the period covering January 1, 2020 to December 31, 2020, to perform the professional services ordinarily provided by a certified and licensed accounting and auditing firm of the State of New Jersey and to receive such compensation as may be reasonable for such services at a cost not to exceed \$28,500.00 . Said Auditor is authorized by law to practice a recognized profession in the State of New Jersey, to wit, the profession of an accountant and auditor. These professional services are necessary and are required by this municipality.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be published by the Borough Clerk.

**BOROUGH OF LAWNSIDE**

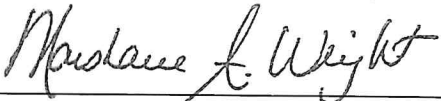
  
Marsharee A. Wright  
Acting Municipal Clerk

  
Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

**CERTIFICATION OF CLERK**

The foregoing Resolution was duly adopted at a meeting of the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, held on the 5<sup>th</sup> day of February, 2020 at the Borough Hall, 4 Dr. Martin Luther King, Jr. Road, Lawnside, NJ 08045.

  
Municipal Clerk, Marsharee A. Wright

**RESOLUTION NO. 17-2020**

**AUTHORIZING THE HIRING OF  
REDEVELOPMENT COUNSEL**

**WHEREAS**, the Mayor and Council of the Borough of Lawnside are authorized to exercise certain powers under N.J.S.A. 40A:12A-1 *et. seq.* to consider certain redevelopment matters in the Borough of Lawnside; and

**WHEREAS**, the Mayor and Council of the Borough of Lawnside, acting in its redevelopment capacity under N.J.S.A. 40A:12A-1 *et. seq.* have determined that it is in the interest of the Borough to acquire professional legal services to assist the evaluation of development proposals, redevelopment studies, selection of redevelopers, negotiation of redevelopment agreements, and related activities; and


**WHEREAS**, Edward H. Hill, Esquire currently serves as the Borough Solicitor; and

**WHEREAS**, the taxpayers of the Borough of Lawnside will not bear any expense for the redevelopment related services of said firm because the designated redeveloper will execute an Interim Cost Agreement with the Borough and post a professional services escrow with the Borough to cover the cost of redevelopment related professional services, such as planning, engineering, and legal services, including the services of Edward H. Hill, Esq.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, acting in their capacity under N.J.S.A. 40A:12A-1 *et. seq.* hereby appoints EDWARD H. HILL, ESQ. as Redevelopment Counsel, effective January 1, 2020 through December 31, 2020, subject to the terms and conditions of Exhibit A attached to this Resolution.

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of Lawnside that the Borough Administrator and Solicitor hereby directed to take any and all steps necessary to ensure execution and implementation of this resolution including but not limited to including establishment of redeveloper escrow accounts, review of professional services billing, and the disbursement of properly invoiced fees upon approval of this body.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk

  
Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

## EXHIBIT A

### A. *Legal Billing Rates*

Legal billing will be submitted on an hourly basis at the following rate:

Mr. Hill's Consultant Rate	\$300.00 per hour
Managing Attorney -	\$275.00 per hour
Of Counsel -	\$275.00 per hour
Associate -	\$225.00 per hour
Paralegal -	\$ 75.00 per hour



**RESOLUTION NO. 18-2020**

**AUTHORIZING THE HIRING OF REDEVELOPMENT CONSULTING ENGINEER**

**WHEREAS**, the Mayor and Council of the Borough of Lawnside are authorized to exercise certain powers under N.J.S.A. 40A:12A-1 *et. seq.* to consider certain redevelopment matters in the Borough of Lawnside; and

**WHEREAS**, the Mayor and Council of the Borough of Lawnside, acting in its redevelopment capacity under N.J.S.A. 40A:12A-1 *et. seq.* have determined that it is in the interest of the Borough to acquire professional engineering services to assist in the evaluation of development proposals, redevelopment studies, selection of designated redevelopers, negotiation of redevelopment agreements, and related activities; and


**WHEREAS**, The SmithCo Engineering Group, Inc. currently serves as the Borough Engineer, and has the requisite experience and knowledge to perform consulting engineering services for the Borough as it reviews and evaluates redevelopment projects; and

**WHEREAS**, the taxpayers of the Borough of Lawnside will not bear any expenses for the redevelopment related services of said firm due to the fact that the designated redeveloper will execute an Interim Cost Agreement with the Borough and post a professional services escrow with the Borough to cover the cost of redevelopment related professional services, such as planning, engineering, and legal services, including the services of The SmithCo Engineering Group, Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE** the Mayor and Council of the Borough of Lawnside, acting in their capacity under N.J.S.A. 40A:12A-1 *et. seq.* hereby appoints SMITHCO ENGINEERING GROUP INC. as Redevelopment Consulting Engineer, effective January 1, 2020 through December 31, 2020.

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of Lawnside that the Borough Administrator and Solicitor hereby directed to take any and all steps necessary to ensure execution and implementation of this resolution including but not limited to including establishment of redeveloper escrow accounts, review of professional services billing, and the disbursement of properly invoiced fees upon approval of this body.

**BOROUGH OF LAWNSIDE**

  
\_\_\_\_\_  
Marsharee A. Wright  
Acting Municipal Clerk

  
\_\_\_\_\_  
Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 19-2020**

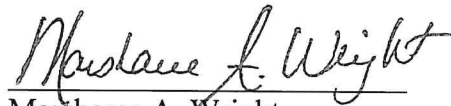
**RESOLUTION APPOINTING A PLANNING  
AND ZONING BOARD ENGINEER**

**WHEREAS**, the Lawnside Planning Board is in need of engineering services for 2020;  
and

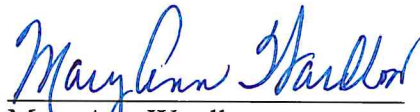
**WHEREAS**, the Lawnside Planning Board has submitted the 2020 contract for  
engineering services from Remington & Vernick Engineers.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough  
of Lawnside, County of Camden, State of New Jersey, that the firm of **REMINGTON &  
VERNICK ENGINEERS** be appointed as the Engineers for the Planning Board and Zoning  
Board of the Borough of Lawnside effective January 1, 2020 and ending December 31, 2020 as  
per the contract agreement.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

**CERTIFICATION OF CLERK**

The foregoing Resolution was duly adopted at a meeting of the Mayor and Council of the  
Borough of Lawnside, County of Camden, State of New Jersey, held on the 5<sup>th</sup> day of February, 2020 at  
the Borough Hall, 4 Dr. Martin Luther King, Jr. Road, Lawnside, NJ 08045.

  
Municipal Clerk, Marsharee A. Wright

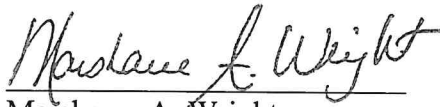
**RESOLUTION NO. 20-2020**

**RESOLUTION APPOINTING A  
PLANNING BOARD ATTORNEY**

**WHEREAS**, the Borough of Lawnside's Planning Board is in need of a Counsel to represent them with Planning matters.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, appoint Darryl C. Rhone as the Planning Board Solicitor, effective January 1, 2020 until December 31, 2020 at a rate of \$833.33 a month for the Planning Board.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

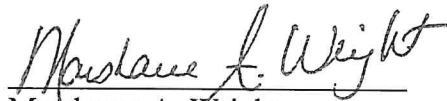
**RESOLUTION NO. 21-2020**

**RESOLUTION APPOINTING A  
ZONING BOARD ATTORNEY**

**WHEREAS**, the Borough of Lawnside's Zoning Board are in need of a Counsel to represent them with Zoning matters.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, appoint Darryl C. Rhone as a Zoning Board Solicitor, effective January 1, 2020 until December 31, 2020 at a rate of \$375.00 a month for the Zoning Board.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**



**RESOLUTION NO.22-2020**  
**APPOINTING A BOROUGH SPECIAL COUNSEL OPEN PUBLIC RECORDS AND CONFLICT**  
**COUNSEL AND AUTHORIZING**  
**CONTRACT WITH THE BOROUGH SPECIAL COUNSEL**

**WHEREAS**, Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of a contract for "Professional Services" without competitive bids must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, that Darryl C. Rhone, Esquire, be appointed the Special Counsel Open Public Records and Conflict Counsel for the Borough of Lawnside for the period commencing January 1, 2020 to December 31, 2020 to perform the professional services ordinarily provided by an attorney of the State of New Jersey for an amount not to exceed \$500.00 per month.

**BE IT FURTHER RESOLVED** that said attorney is authorized by law to practice a recognized profession in the State of New Jersey, to wit, the profession of an attorney. These professional services are necessary and are required by this municipality.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be published by the Clerk.

**BOROUGH OF LAWNSIDE**



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**Marsharee Wright**  
**Acting Borough Clerk**

**ADOPTED: February 5, 2020**

## RESOLUTION NO. 23-2020

### RESOLUTION ESTABLISHING AND IMPLEMENTING A FAIR AND OPEN PROCESS FOR THE SELECTION OF PROFESSIONAL SERVICE AGREEMENTS

**WHEREAS**, the Borough of Lawnside requires the services of various professional service providers; and

**WHEREAS**, professional services are exempt from the requirement of public bidding pursuant to N.J.S.A. 40A:11-5; and

**WHEREAS**, the Borough of Lawnside continues to find it advisable to select professionals primarily on the basis of qualification including qualifications uniquely suited to the needs of the Borough of Lawnside; and

**WHEREAS**, the Borough of Lawnside has determined that it is appropriate to implement a fair and open process for the awarding of professional service contracts; and

**WHEREAS**, to receive statements of qualification in a manner that fosters a fair and open process it is necessary and advisable to establish advance general criteria and specific minimum requirements for so many of those appointments as possible; and

**WHEREAS**, the Borough of Lawnside has determined that a fair and open process requires public advertisement of professional appointments in a manner and with sufficient time to provide notice in advance of the contemplation of the appointment and the criteria to be considered in making the appointment; and

**WHEREAS**, the Borough of Lawnside has determined that a fair and open process requires that all responses be publicly opened and announced and thereafter that all appointments be made at a public meeting of the governing body and then published in accordance with N.J.S.A. 40A:11-5.

#### **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. All professional service appointments contained on Schedule A attached to and made a part hereof shall be subject to a fair and open process as set forth below.
2. The Municipal Clerk shall cause a legal notice to be published in a newspaper authorized to publish legal notices for the Borough, stating that a full listing of all professional service appointments subject to a fair and open process together with the criteria established for the consideration of qualifications will be posted on the *Website* no later than February 10, 2020. The newspaper notice shall be published no later than February 10, 2020.
3. The criteria for each position contained on Schedule A follows immediately subsequent to the listing on Schedule A.
4. *The Website* shall inform potential applicants that all submissions must be made to the Borough Clerk and received no later than 3:00 PM on March 3, 2020,
5. Commencing at 3:01 p.m. on March 3, 2020, or as soon thereafter as may be possible, the Borough Clerk or her designee shall publicly open and announce all submissions in the Borough public meeting room.

**RESOLUTION NO. 23-2020**  
**PAGE TWO**

6. The Borough Council shall thereafter review all submissions.
7. Appointments shall thereafter be made at a public meeting of the Borough Council.
8. Subsequent to appointments, appropriate notices shall be published in accordance with the requirements of N.J.S.A. 40A:11-5.

**BE IT FURTHER RESOLVED**, that these positions included on Schedule A will be subject to appointment for the Calendar Year 2020. However, this is subject to the availability of funds and the continuing needs of the Borough. Accordingly, inclusion of a position on Schedule A is not a representation or warranty that such position will be filled, but that if filled, it will be subject to the process contained herein.

**BE IT FURTHER RESOLVED**, that the Borough Council has determined that the terms of this Resolution constitute a fair and open process as to all positions included herein.

**BOROUGH OF LAWNSIDE**



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**MARSHAREE A. WRIGHT**  
**ACTING BOROUGH CLERK**

**ADOPTED: FEBRUARY 5, 2020**

PROFESSIONAL SERVICE CONTRACTS TO BE AWARDED BY  
ESTABLISHED QUALIFICATION CRITERIA

The Borough of Lawnside solicits statements of qualification for applicants for appointment to the following professional positions. Responses should address the general criteria and mandatory minimum criteria for the position sought. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law. Responses must be received in the Office of the Borough Clerk, 4 Dr. Martin Luther King, Jr. Road, Lawnside, New Jersey, 08045, no later than 3:00 pm, March 3, 2020. All responses shall be opened and announced publicly, immediately thereafter by the Borough Clerk or her representative. The applicant/proposer shall submit ten (10) copies of his/her proposal in a sealed envelope designating the position to the Borough Clerk. Responses will be reviewed by the governing body. The appointment will be announced at a public meeting. Unless otherwise noted, appointment shall be for the Calendar Year of 2020 and subject to the execution of an appropriate contract.

MUNICIPAL COURT PROSECUTOR

**GENERAL CRITERIA:** The Borough of Lawnside desires to appoint a prosecutor who will be the chief legal representative of the State of New Jersey and the Borough of Lawnside in the prosecution of cases before the Municipal Court of the Borough of Lawnside. Applicants should demonstrate knowledge and experience in matters relating to prosecution matters before the municipal courts of the State of New Jersey, as well as a certification from the Prosecutor of Camden County to prosecute DWI cases. Any experience or knowledge of matters that directly affect the Borough of Lawnside or its municipal court should be addressed. List any possible conflicts of interest you may have in representing the Municipality.

**MANDATORY MINIMUM REQUIREMENTS:**

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than three (3) years preceding appointment.
2. Must provide a description of availability for municipal court sessions as scheduled in the Borough of Lawnside.
3. Must maintain a bona fide principal office in the State of New Jersey.
4. Must list other past and present municipal courts served as Prosecutor.

MUNICIPAL PUBLIC DEFENDER

**GENERAL CRITERIA:** The Borough of Lawnside desires to appoint an attorney at law who will be the principal public defender for those who qualify for public defender services in the Municipal Court of the Borough of Lawnside. Applicant should demonstrate knowledge and experience in the defense of matters in the municipal courts of the State of New Jersey. Any experience or knowledge of matters that directly affect the Borough of Lawnside or its municipal court should be addressed. List any possible conflicts of interest you may have in representing the Municipality.

**MANDATORY MINIMUM REQUIREMENTS:**



1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than five (5) years preceding appointment.
2. Must have a minimum of three (3) years' experience in the defense of persons before municipal courts of the State of New Jersey.
3. Must have a minimum of three (3) years' experience as a municipal public defender in the municipal courts of the State of New Jersey.
4. Must maintain a bona fide principal office in the State of New Jersey.

### **INSURANCE BROKER OF RECORD**

**GENERAL CRITERIA:** The Borough of Lawnside desires to appoint an insurance broker of record responsible for the negotiation and placement of various insurance products required by the Borough of Lawnside including, but not limited to, general liability insurance, general property insurance, errors and omissions insurance, fleet motor vehicle insurance and others. Applicant should demonstrate an extensive knowledge of all insurance products required by municipal entities and available product lines. Any experience or knowledge of matters directly affecting the Borough of Lawnside should be addressed.

### **MANDATORY MINIMUM REQUIREMENTS:**

1. Must be licensed as a New Jersey insurance broker for a minimum of seven (7) years.
2. Must have a minimum of seven (7) years experience representing New Jersey municipal governments as an insurance broker.
3. Must handle all insurance products required by the Borough of Lawnside.
4. Must have access to various competitive insurance lines.
5. Must have available risk management consultant services as requested by the Borough.
6. Must be able to provide consulting services relative to self-insurance programs and other alternative insurance options.
7. Must list past and present municipal entities served as Insurance Broker.

**RESOLUTION NO. 24-2020  
RESOLUTION OF THE BOROUGH OF LAWNSIDE**

**Cancellation of Tax Billing for 2019/2020**

**WHEREAS**, Vision Church Inc. Located at 18 Warwick Road Block 1217 Lot 6 has been granted Tax Exemption effective December 1, 2019 and;

**WHEREAS**, Block 1217 Lot 6 was billed for the First thru Fourth Quarters of 2019 and first and second quarters 2020;

**WHEREAS**, Camden County Board of Taxation removed added assessment required to grant exemption and deemed Vision Church Inc. exempt for years 2019 and 2020 and;

**WHEREAS**, the year 2019; \$14,090.00 and First half 2020; \$10,567.51 should be cancelled due to tax exempt status and;

**WHEREAS**, \$19,373.76 be cancelled from Block 1217 Lot 6 which represents the total of year 2019 and first half 2020 and;

**NOW, THEREFORE, BE IT RESOLVED BY** Mayor and Council of the Borough of Lawnside, County of Camden and the State of New Jersey, \$19,373.76 is cancelled from the Ratable of the Borough of Lawnside.

**BOROUGH OF LAWNSIDE**

  
\_\_\_\_\_  
MARY ANN WARDLOW  
MAYOR



\_\_\_\_\_  
MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 25-2020**

**REAPPOINTING  
TAX SEARCH OFFICER**

**WHEREAS**, N.J.S.A. 54:5-11 states that the governing body of each municipality shall from time to time by resolution, designate an official of the municipality to make examinations of its records as to unpaid municipal liens and to certify the result thereof; and

**WHEREAS**, the official so designated, and each new incumbent of the office, shall thereafter be vested with the power to make official certificates of searches for municipal liens until a new official has been designated for the purpose, and no other official than the one so designated shall make any such official certificate.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, that Julie Logan be reappointed as the Tax Search Officer, effective January 1, 2020 through December 31, 2020, as per the salary ordinance.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 26-2020**

**REAPPOINTING THE  
SEWER RENTAL COLLECTOR**

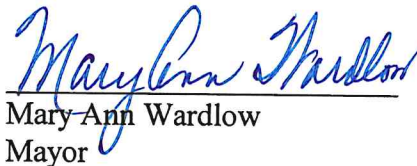
**WHEREAS**, N.J.S.A. 40:69A-149.10 provides that all officers and employees whose appointment or election is not otherwise provided for under a state statute or by general law shall be appointed by the Mayor.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, that Julie Logan be reappointed as the Sewer Rental Collector, effective January 1, 2020 through December 31, 2020 as per the salary ordinance.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**



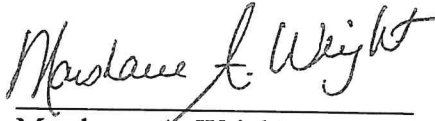
**RESOLUTION NO. 27-2020**

**REAPPOINTING A PART TIME CLERK  
IN THE TAX ASSESSOR'S OFFICE**

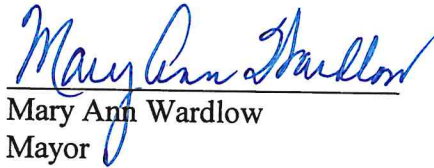
**WHEREAS**, the Borough of Lawnside is in need of part time clerical staff in the Tax Assessor's Office in order to efficiently run that department.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Lawnside, County of Camden, State of New Jersey, that Algiers Holmes be reappointed as the Clerk in the Tax Assessor's Office, effective January 1, 2020 through December 31, 2020 as per the salary ordinance.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 28-2020**

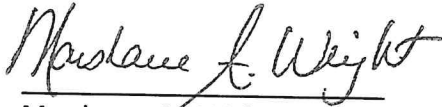
**RESOLUTION AUTHORIZING THE  
APPOINTMENT OF AN AIDE TO MAYOR & COUNCIL**

**WHEREAS**, Mayor and Council of the Borough of Lawnside find it necessary to appoint an Aide to Mayor; and

**WHEREAS**, Marsharee Wright has been selected to fill this position.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey, that **Marsharee Wright** is hereby appointed as Aide to Mayor & Council, effective January 1, 2020 through December 31, 2020 as per the salary ordinance.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 29-2020**

**APPOINTING AUTHORIZED AGENT TO REPRESENT THE BOROUGH FOR  
TAX APPEALS**

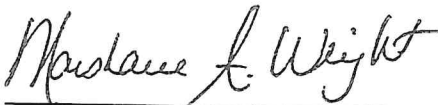
**WHEREAS**, on March 30, 1988, the New Jersey Tax Court rendered a decision in the case of Easthampton Township v. Miamon & Smith, 9 N.J. Tax 602; and

**WHEREAS**, the Camden County Board of Taxation has advised the Mayor and Council of the Borough of Lawnside that this opinion may have an impact on the ability of the Tax Assessor to file complaints in the New Jersey Tax Court; and

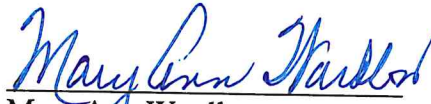
**WHEREAS**, the Mayor and Council of the Borough of Lawnside seek to avoid any difficulty in that regard and want our Tax Assessor to act as the Borough's agent in all tax appeal matters before the Camden County Board of Taxation.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside that **Mr. Ronald J. Fijalkowski, C.T.A.**, be and is hereby appointed authorized agent for the Borough of Lawnside to appear and act as agent in all tax appeal matters before the Camden County Board of Taxation in which the Borough of Lawnside is a party for fiscal year 2020.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 30-2020**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF  
REPRESENTATIVE AND ALTERNATE TO THE CAMDEN  
COUNTY COMMUNITY DEVELOPMENT ADVISORY BOARD**

**WHEREAS**, there is hereby established an annual requirement of a Municipality to appoint a voting representative and alternate to the Camden County Community Development Advisory Board; and

**WHEREAS**, the Borough of Lawnside wishes to continue to be a voting member of said Board in conjunction with the existing Cooperation Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY** the Borough of Lawnside that **Rhonda Wardlow Hurley** is hereby appointed to serve as the representative from the Borough of Lawnside to the Camden County Community Development Advisory Board; and

**BE IT FURTHER RESOLVED**, that the **Borough Engineer Sean S. Smith, Sr.** of SmithCo. Group Engineering is hereby appointed to serve as the Alternate Member.


**BE IT FURTHER RESOLVED** that said appointments are effective from January 1, 2020 through December 31, 2020.

**LET IT BE FURTHER RESOLVED**, that a certified copy of this resolution is to be submitted to the Camden County Development Office.

**BOROUGH OF LAWNSIDE**



\_\_\_\_\_  
Marsharee A. Wright  
Acting Municipal Clerk

  
\_\_\_\_\_  
Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**



**RESOLUTION NO. 31-2020**

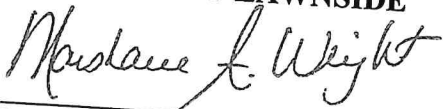
**RESOLUTION AUTHORIZING THE  
RE-APPOINTMENT OF A ZONING OFFICER**

**WHEREAS**, N.J.S.A. 40:55D-70 states that Municipalities shall provide for the appointment of a Zoning Officer; and

**WHEREAS**, Dr. Edward Williams is a Zoning Officer in the State of New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey that Dr. Edward Williams be re-appointed as the Zoning Officer for the Borough of Lawnside at a salary not to exceed \$8,849.20 per year. The term of employment shall be effective January 1, 2020 to December 31, 2020.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk

  
Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

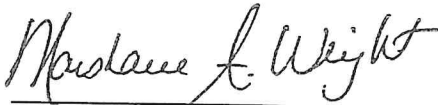
**RESOLUTION NO. 32- 2020**

**RESOLUTION AUTHORIZING APPOINTMENT OF  
REPRESENTATIVE AND CO-REPRESENTATIVE  
TO THE  
CAMDEN COUNTY COUNCIL ON AGING**

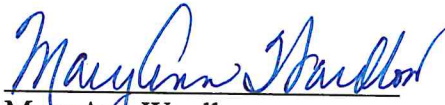
**WHEREAS**, Gloria Crews-Pitchford is appointed as the Representative and Phyllis Wise is appointed as the Co-Representative of the Borough of Lawnside to the Camden County Council on Aging.

**BE IT FURTHER RESOLVED** that said appointments are effective from January 1, 2020 through December 31, 2020.

**BOROUGH OF LAWNSIDE**



Marsharee A. Wright  
Acting Municipal Clerk



Mary Ann Wardlow  
Mayor

**ADOPTED: FEBRUARY 5, 2020**

**RESOLUTION NO. 33-2020  
HONORING THE BROWNS, THE LIBERTY CENTER AND UYNJ  
PRODUCTIONS ON THE PLAY LAWNSIDE**



**Office of the Mayor  
BOROUGH OF LAWNSIDE  
P R O C L A M A T I O N  
HONORING EXECUTIVE PRODUCERS AND DIRECTORS  
THE BROWNS, THE LIBERTY CENTER AND UYNJ PRODUCTIONS**

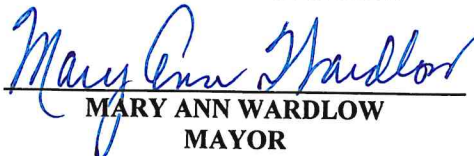
**WHEREAS, Executive Producers and Directors The BROWNS make history and culture relevant to present and future generations who deserve to know on whose shoulders they stand. The organization has recognized the need to fill in the gap by educating current and future generations, through plays that illuminates the cultural and historical experiences of African Americans and people of African descent; and**

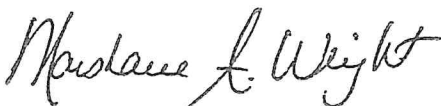
**WHEREAS, on Saturday, February 1, 2020 a presentation will be held at the Liberty Center in Elizabeth, New Jersey at which time The Browns proudly present LAWNSIDE, New Jersey's Only Surviving Historic Black Town; and**

**WHEREAS, on behalf of the citizens of the Borough of Lawnside we are pleased to tender this Proclamation to The Browns, the Liberty Center and UYNJ Productions for the production of this amazing creative play and cultural dance performance;**

**NOW, THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lawnside, County of Camden, and State of New Jersey congratulate and commend The Browns for their contribution to the great history of our town, and its founding ancestors, and look forward to celebrating this occasion with our citizens and the entire State of New Jersey.**

**PROCLAIMED AND APPROVED THIS 1<sup>st</sup> DAY OF FEBRUARY, 2020  
BOROUGH OF LAWNSIDE**

  
**MARY ANN WARDLOW  
MAYOR**



**MARSHAREE A. WRIGHT  
ACTING BOROUGH CLERK**

**ADOPTED: FEBRUARY 5, 2020**