

Regular Meeting of Mayor and Council June 22, 2020
Town Hall Council Chambers, 100 Central Avenue
Executive Session 3:30 P.M.
Public Session 4:00 P.M.

MEETING CALLED TO ORDER

ATTENDANCE ROLL CALL

Councilperson:

Furgione -
Giralo -
Gribbin -
Oliva -
Rodio -
Torrissi -
Mayor DiDonato -

PRESENT ALSO

Michael Malinsky, Town Solicitor
Bob Vettese, PWM

EXECUTIVE SESSION Resolution #059-2020

RESUME REGULAR MEETING-ROLL CALL

Councilperson:

Furgione -
Giralo -
Gribbin -
Oliva -
Rodio -
Torrissi -
Mayor DiDonato -

PRESENT ALSO

Michael Malinsky, Town Solicitor
Robert Vettese, Public Works Manager
Mark Hermann of ARH, Town Engineer

PUBLIC NOTICE

Notice of this meeting has been posted and given to official newspapers. Due to the COVID 19 Virus this meeting will be held electronically by way of Zoom and broadcast live on our local cable channel 9. Each person who wishes to address Council will be allotted 5 minutes. Public may be heard by dialing 609-561-3040.

PLEDGE OF ALLEGIANCE

PUBLIC HEARD FOR AGENDA ACTION ITEMS

APPROVAL OF MINUTES

Executive Minutes May 18, 2020
Council Minutes May18, 2020

PRESENTATION

DISPENSE WITH REGULAR ORDER OF BUSINESS

Public Hearing Ordinance #004-2020- Establish a CAP Bank

**Ordinance #004-2020
Establishing a CAP Bank**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Town Council of the Town of Hammonton in the County of Atlantic finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Town Council hereby determines that a 1.0% increase in the budget for said year, amounting to \$ 99,613.31 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Town Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Town Council of the Town of Hammonton, in the County of Atlantic, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2020 budget year, the final appropriations of the Town of Hammonton shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$348,646.57, and that the CY 2020 municipal budget for the Town of Hammonton be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Public Hearing on Resolution #060-2020 – Adopt 2020 Municipal Budget

A RESOLUTION ADOPTING THE 2020 BUDGET

Be It Resolved by the Mayor and Council of the Town of Hammonton, County of Atlantic that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$9,692,320.63 (Item 2 below) for municipal purposes, and

- (b) None (Item 3 below) for school purposes in Type I School Districts only (N.J.S. 18A:9-2) to be raised by taxation and,
- (c) None (Item 4 below) to be added to the Certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S. 18A:9-3) and certification to the County Board of Taxation of the following summary of General revenues and appropriations.
- (d) None (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) None (Item 5 Below) Minimum Library Levy

1.	General Revenues		
	Surplus Anticipated	08-100	\$ 1,775,000.00
	Misc. Revenues Anticipated	40004-10	\$ 2,744,443.59
	Receipts from Delinquent Taxes	15-499	\$ 2,700.00
2.	AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6 (a), Sheet 11)	07-190	\$ 9,692,320.63
3.	AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY: Item 6, Sheet 42	07-195	0.00
	Item 6 (b), Sheet 11 (N.J.S.40A:4-14)	07-191	0.00
	Total Amount to be Raised by Taxation for Schools in Type I School Districts Only		0.00
4.	TO BE ADDED TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:		
	Item 6 (b), Sheet 11 (N.J.S.40A:4-14)	07-191	0.00
5.	AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY	07-192	0.00
	Total Revenues	40000-10	\$14,214,464.22
6.	GENERAL APPROPRIATIONS:		
	Within "CAPS"		
	(a&b) Operations Including Contingent		\$ 9,324,896.74
	(e) Deferred Charges and Statutory Expenditures – Municipal		\$ 1,088,447.00
	(g) Cash Deficit		0.00
	Excluded from "CAPS"		
	(a) Operations – Total Operations Excluded From "CAPS"		\$ 97,173.86
	(c) Capital Improvements		\$ 100,000.00
	(d) Municipal Debt Service		\$ 2,469,700.00
	(e) Deferred Charges – Municipal		477.00
	(f) Judgments		0.00
	(n) Transferred to Board of Education for Use of Local Schools (N.J.S.40:48-17.1 & 17.3)		0.00
	(g) Cash Deficit		0.00
	(k) For Local District School Purposes		0.00
	(m) Reserve for Uncollected Taxes (Include Other Reserves if Any)		\$ 1,133,769.62
7.	SCHOOL APPROPRIATIONS-TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40A:4-13)		0.00
	Total Appropriations		\$14,214,464.22

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 22nd day of June, 2020. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2020 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

COMMITTEE REPORTS

Administration - Councilman Gribbin

Business & Industry – Councilman Oliva

Quality of Life – Councilman Oliva

Education - Councilman Torrissi

Public Works & Transportation - Councilman Rodio

Law & Order - Mayor DiDonato

Water & Sewer - Councilman Furgione

ENGINEER REPORT

PUBLIC WORKS ACTION ITEMS:

1. NJDOT FY2021 State Aid Applications (ARH #11-40041):

Our office has been authorized to complete the following NJDOT FY2021 State Aid Applications:

▪ Municipal Aid – Valley Avenue Roadway Improvements

This application includes improvements along Valley Avenue from Broadway (CR 680) to Central Avenue (CR 542). Improvements include full roadway reconstruction, storm sewer replacement and installations, curb and driveway apron replacement, upgrading handicap ramps for ADA compliance.

▪ Bikeways – Hammonton Bike Path Extension Phase II

This application includes extending Phase I of the bike path which comes off Eleventh Street along an easement owned by the Town. Phase II will pick up where Phase I ended and continue along ROW out along Veterans way, provide a crossing so users can access Hammonton Lake Park, and ultimately connect to the existing bike lanes along Egg Harbor Road (CR 602).

Applications are due to NJDOT by July 1, 2020. Our office is currently in the process of completing the applications and all required submission documents. Please note a requirement of the application process is a resolution from the Town authorizing each application as well as the Mayor to sign any agreement with NJDOT should the Town be awarded funding. We are requesting a resolution for each application be approved during the Council Meeting.

Action Item:

Approve two (2) resolutions, one for each NJDOT application authorizing the submission of each application as well as the Mayor to execute the grant agreement for each application.

2. Hammonton Bike Path Connector (ARH #11-40052):

Bids for this project were received on May 13, 2020. The apparent low bidder is Capela Construction, with a total combined cost of \$290,485.00. However, the low bidder withdrew his bid to errors in the calculations of his bid prices. All other bidders exceeded the Engineer's estimate and available funds.

Action Item:

Reject all bids received on May 13, 2020.

PUBLIC WORKS INFORMATION ITEMS:

3. NJDOT Local Aid FY 2020 – 14th Street Roadway Improvements, Phase III & IV (ARH #11-40058):

NJDOT is currently reviewing the project. We anticipate getting approval to bid by the end of the month and bid the project in July 2020.

4. Boyer Avenue Pump Station Design (ARH #11-50144):

The Pinelands issued a review letter and our office will begin making the changes. We continue to work with the NJDEP to complete the Treatment Works Approval application.

5. Mazza Muffler Site (ARH #11-01102):
The HDSRF grant is under internal review.
6. K&K Linens Property (ARH #11-01094.01):
The HDSRF grant has been submitted and is under State review.
7. Octagon Oil/Vine Street Parking Lot (ARH #11-01060):
No status change. ARH prepared the Remedial Action Report and submitted same to NJDEP. The Town must pay NJDEP invoices before the Response Action Outcome (RAO) letter can be issued. Once the RAO is received, the application for a remedial action permit (RAP) for the remaining groundwater impacts can be prepared.
8. Celona Site Remediation - 130 Railroad Avenue (ARH #11-01054):
Three (3) permanent wells were installed and tested. We are currently reviewing results.
9. Skinner Property (ARH #11-01074.01):
The grant to the State and been submitted and is under State review.
10. Policastro Property (ARH #11-01101.01):
No status change. We are waiting for the Town to make a decision on pursuing a grant.

SEWER/WATER INFORMATION ITEMS:

11. NJ Water Quality Accountability Act – Valve & Hydrant Mapping (ARH #11-30166):
Final rollout of the app and dashboard are complete. The Water Department has been using the app in its work exercising valves, and the app is now also being used to record hydrant flushing activities. Users will be meeting with ARH personnel as needed to work through any bugs.
12. NJ Water Quality Accountability Act – Asset Management Plan (ARH #11-30166.03):
ARH provided Anthony DeCicco with a proposal to complete the remaining elements of the Asset Management Plan. The cost to complete the plan for the three (3) well sites is \$18,300.00, which includes performing a complete asset inventory, creating the Asset Management Plan database with maintenance and replacement schedules and performing a water loss audit. The proposal has been deferred to a later date.
13. Frog Rock Golf Course (ARH #11-01000):
ARH has been performing ongoing work with the Conflict Solicitor and Attorney regarding the litigation pertaining to the Frog Rock Golf Course. Requested documents were provided to the attorney prior to the 2/14/2020 litigation deadline.

MISCELLANEOUS ITEMS:

14. ROSI Map Update (ARH #11-75002.02):
As authorized, we have met internally along with the Recreation Committee and Bicycle Committee representatives. We have completed a portion of the update the ROSI map.

SOLICITOR REPORT

MAYOR REPORT

PWM REPORT

TOWN CLERK REPORT

- 1) Approval of Amendment to Collective Bargaining Agreement for the Superior Officers Association. Change to section G-1 cost of the retiree's Health Insurance to 2% of the retiree's yearly pension allotment.
- 2) Accept retirement of Mary E. Massara effective on September 1, 2020 from her position as Keyboard Clerk 3 in the Police Records Department.
- 3) Approval to hire a part time account clerk in the Tax Department. 19.5 to 26 Hours per week, \$14.50 an hour, no benefits, contingent upon Civil Service rules and regulations.
- 4) Accept resignation of Jessica DeRose from her position as Account Clerk in the Tax office as of June 18, 2020.
- 5) Accept membership of Brendan Sibson to Fire Company #1, approved by Fire Company #1 at their meeting on June 17, 2020.

APPROVE BILL LIST & PURCHASE ORDERS

NEW BUSINESS

ORDINANCES FOR INTRODUCTION

Introduction of Ordinance #005-2020 - Adopting Supplement to the Code of Ordinances

AN ORDINANCE OF THE TOWN OF HAMMONTON, COUNTY OF ATLANTIC, STATE OF NEW JERSEY
ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES AND DECLARING AN EMERGENCY.

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2019 S-7 supplement to the Code of Ordinances of the Town of Hammonton, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement of the Code of this Political subdivision; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date;

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE TOWN OF HAMMONTON:

Section 1. That the 2019 S-7 supplement to the Code of Ordinances of the Town of Hammonton as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the Legislative Authority and the Clerk of the Political subdivision is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk.

Section 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

RESOLUTIONS

Resolution #061-2020 – Atlantic County JIF Agreement

RESOLUTION RECOGNIZING AND REAFFIRMING THE TOWN OF HAMMONTON'S OBLIGATIONS TO THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Atlantic County Municipal Joint Insurance Fund (hereafter referred to as the ACMJIF) has been organized pursuant to N.J.S.A. 40A:10-36 et. seq.; and

WHEREAS, the Town of Hammonton was a member of the ACMJIF from January 1, 1987 through December 31, 2013; and

WHEREAS, upon entering the ACMJIF, and every three years thereafter upon its renewal with the ACMJIF, the Town of Hammonton ratified & reaffirmed its Indemnity & Trust Agreement with the ACMJIF; and

WHEREAS, the Indemnity & Trust Agreement requires that the ACMJIF defend all covered claims brought against the Town of Hammonton during their tenure with the ACMJIF; and

WHEREAS, the Indemnity & Trust Agreement also requires that should the ACMJIF not have the necessary financial resources within a Fund Year, of which the Town of Hammonton was a member, to pay claims brought against any member of the ACMJIF for that Fund Year that all members of the ACMJIF shall be required to contribute additional financial resources to the ACMJIF to cover the cost of these claims; and

WHEREAS, the ACMJIF has established an Aggregate Excess Loss Contingency Fund (AELCF) pursuant to NJAC 11:15-2.23; and

WHEREAS, upon the Town of Hammonton's departure from the ACMJIF, the ACMJIF began depositing Hammonton's share of surplus distributions from the ACMJIF into the AELCF; and

WHEREAS, from time to time over the past several years, the Town of Hammonton has requested that the ACMJIF release a portion of their balance from the AELCF; and

WHEREAS, on April 22, 2020, the Town of Hammonton adopted Resolution 046-2020 Authorizing the Release of \$423,296.02 held in trust by the ACMJIF in the AELCF; and

WHEREAS, pursuant to Section 9, subsection d. of the ACMJIF's Risk Management Plan, the ACMJIF's Finance Committee has reviewed the Town of Hammonton's request and considered the potential need for additional financial resources from the Town of Hammonton to pay claims from closed Fund Years in which the Town of Hammonton was a member; and

WHEREAS, the ACMJIF Finance Committee has recommended to the Executive Committee that they approve the Town of Hammonton's request to release the sum of \$423,296.02 from the AELCF on the condition that the Town of Hammonton adopt a resolution recognizing and reaffirming their obligations to the Atlantic County Municipal Joint Insurance Fund as outlined in the Indemnity & Trust Agreement, Bylaws, and Risk Management Plan of the Atlantic County Municipal Joint Insurance Fund for the Fund Years 1987 through 2013.

NOW THEREFORE BE IT RESOLVED, by the Town of Hammonton that it does hereby recognize and reaffirm its obligations to the Atlantic County Municipal Joint Insurance Fund as outlined in the Indemnity & Trust Agreement, Bylaws, and Risk Management Plan of the Atlantic County Municipal Joint Insurance Fund for the Fund Years 1987 through 2013; and

BE IT FURTHER RESOLVED that the Town of Hammonton hereby acknowledges, understands, agrees and reaffirms that the release of the sum of \$423,296.02 by the ACMJIF to the Town of Hammonton from the AELCF

is conditioned upon the Town's acknowledgement and reaffirmation through this Resolution of their potential obligation to contribute additional financial resources to the ACMJIF to cover the cost of claims, if necessary.

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Administrator of the Atlantic County Municipal Joint Insurance Fund.

Resolution #062-2020 – Various Refunds

A RESOLUTION OF THE MAYOR AND COUNCIL
OF THE TOWN OF HAMMONTON
AUTHORIZING VARIOUS REFUNDS

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HAMMONTON, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY that the following refunds/close out of accounts are authorized as approved by the respective Department Heads of the Town of Hammonton:

Vivint Solar 1800 W. Ashton Rd \$ 270.00 Escrow Fee

Resolution #063-2020- Authorize Deed Execution with SJ Gas

RESOLUTION AUTHORIZING EXECUTION OF SOUTH JERSEY GAS/TOWN OF HAMMONTON DEED NOTICE FOR TOWN OF HAMMONTON PROPERTY LOCATED AT BLOCK 2515, LOTS 1, 3 AND 5 ON THE TOWN OF HAMMONTON'S TAX MAP

WHEREAS, South Jersey Gas Company and the Town of Hammonton entered into an Agreement dated January 14, 2016 which supplemented a prior agreement dated August 2, 2007 insofar as it pertained to the remediation of certain Town-owned property located at Block 2515, Lots 1,3 and 5 on the Town of Hammonton Tax Map (the "Properties"); and

WHEREAS, that remediation project has now been completed to the satisfaction of the Town of Hammonton; and

WHEREAS, in order to conclude the project, a Deed Notice is to be recorded in the Atlantic County Clerk's Office setting forth certain development restrictions for the Properties; and

WHEREAS, the proposed Deed Notice has been reviewed by the Town Engineer and Conflict Solicitor and has been found to be in proper form; and

WHEREAS, it shall be necessary for the Mayor and Municipal Clerk to execute same in order to comply with the filing requirements of the Atlantic County Clerk's Office.

NOW THEREFORE BE IT RESOLVED on this 22nd day of June, 2020 that the Mayor and Municipal Clerk shall be and hereby are authorized to execute the proposed Deed Notice and to take any and all other action necessary to permit the recording of the said Deed Notice.

Resolution #064-2020 – Submit Application for Electric Vehicle Charging Station

**Resolution of Support for Submission of an Application
for Electric Vehicle Charging Stations**

Whereas, the Town of Hammonton is committed to conducting its operations in an environmentally sensitive manner, and

Whereas, the Town wishes to demonstrate that it is ethically and economically appropriate to operate in an environmentally sensitive manner, and

Whereas, toward that end the Town has participated in the Sustainable Jersey program, achieving Silver-level certification, and

Whereas, the Town has taken previous steps to reduce its carbon footprint and promote the use of less environmentally damaging power sources, such as relamping its facilities wherever possible and installing a ground-based solar array for use by its water treatment facility, and

Whereas, the Town wishes to augment its efforts in reducing its carbon footprint and its reliance on fossil fuels even further, and

Whereas, the development of electric vehicle technology has advanced to the point where it makes economic sense to begin to shift toward the use of electric vehicles whenever possible, and

Whereas, the growth availability and use of all electric vehicles depends on a reliable and convenient network of charging stations, especially Direct Current Fast Charging (DCFC) stations and so-called Level 2 Charging stations, and

Whereas, the Town of Hammonton desires to fill a serious gap in the siting of said charging stations in our area,

Now Therefore, the Mayor and Council of the Town of Hammonton, County of Atlantic, hereby supports the application to the New Jersey Department of Environmental Protection for funding such stations in and around the Town of Hammonton, and

Furthermore, if funding is approved the Town will dedicate two parking spaces on the Town-owned lot for the installation and use of these stations. The locations will be easily accessible to residents, visitors, and travelers in, around, and through Hammonton, so as to maximize the availability and visibility of this important amenity.

Resolution #065-2020 – Purchase Police Vehicles

A RESOLUTION APPROVING THE CONTRACT FOR THE AWARD
TO PURCHASE SEVEN 2020 FORD INTERCEPTORS and ONE FORD PICKUP 4X4 EXTENDED CREW CAB
& OPTIONS

WHEREAS, there exists a need to purchase seven 2020 Ford Interceptors and one Ford 2020 F150's 4X4 Extended Cab & Options, for the Hammonton Police Department; and

WHEREAS, the Police Department recommend, after comparing the price and particular suitability, that a contract be awarded to Winner Ford to purchase the vehicles under state contract # T2100, in the amount not to exceed \$289,258.92; and

WHEREAS, funds are available in Police Operating Expense; and

WHEREAS, N.J.S.A. 40A:11-1-et seq. requires that the resolution authorizing the awarding of the contract without competitive bidding and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL FOR THE TOWN OF HAMMONTON, ATLANTIC COUNTY, NEW JERSEY that the Mayor and Town Clerk of the Town of Hammonton are hereby authorized and directed to enter into an agreement with Winner Ford, for the purchase seven 2020 Ford Interceptors and one Ford 2019 F150's 4X4 Extended Cab & Options, and

BE IT FURTHER RESOLVED, that the contract is awarded without competitive bidding in accordance with N.J.S.A. 40A:11-12 of the Local Public Contracts Law as a State Approved Contractor # T2100; and

BE IT FURTHER RESOLVED, that the contract is subject to the mutual acceptance of the appropriate contact documentation between the Winner Ford and the Town of Hammonton.

Resolution #066-2020 – Award Contract for Clock Restoration

RESOLUTION AWARDING BID ON TOWN CLOCK RESTORATION

WHEREAS, the Town of Hammonton received bids for the Restoration of the Town Clock; and

WHEREAS, said bids were received on March 11, 2020 and consisted of various options to restore the clock; and

WHEREAS, One bid was received and evaluated; and

WHEREAS, the summary of the bid received for the project is as follows:

CONTRACTOR	BASE BID COST
The Verdin Company	\$94,500.00

WHEREAS, after review from the Town Clock Committee and consideration of the funding made available, the Town Clock Committee is recommending to the Mayor and Town Council to accept and award the Restoration of the Town Clock depicted in the bid summary above; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Hammonton that an award of the contract for the bid for the Restoration of the Town Clock received on March 11, 2020 is made to "The Verdin Company", in the amount stated above in accordance with the Town Clock Committee recommendation.

Furthermore, the funding for this project will be from the donations made to the Town's "Celebration of Public Events Dedication by Rider"; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and Town Council to award the bid for Restoration of the Town Clock to "The Verdin Company" 444 Reading Road Cincinnati, OH 45202.

Resolution #067-2020 – Suspend Business Registration Fees

A Resolution Suspending the Business Registration Fees for the Year 2020

WHEREAS, Mayor and Council of the Town of Hammonton, due to COVID19 and the closing of local business for an extended period, per executive orders enacted by the Governor of the State of New Jersey, hereby suspend all business registration fees the year 2020 only.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Hammonton that the Business Registration fees for the year 2020 are suspended.

Resolution #068-2020- Approval of 4th of July fireworks

RESOLUTION AUTHORIZING FIREWORKS DISPLAY
TOWN OF HAMMONTON 4TH OF JULY

WHEREAS, the Town of Hammonton is holding 4th of July Fireworks on Saturday, July 4, 2020 rain date of Sunday July 5, 2020;

WHEREAS, the Fireworks Display will be conducted at sundown, between the hours of 8:00 p.m. and 10:00 p.m.:

WHEREAS, the Mayor and Council of the Town of Hammonton have entered into contract with Pyrotecnico Inc. PO Box 149, New Castle Delaware;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HAMMONTON, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY, that the Town of Hammonton is authorized to enter into contract with Pyrotecnico Inc. for fireworks display on Saturday July 4, 2020 with a rain date of Sunday July 5, 2020, contingent upon the filing and approval of the necessary certificate of insurance;

Resolution #069-2020- Approval of Submission of Grant Application Veterans Bike Path

A resolution approving submission of a grant application and execute a grant contract with the New Jersey Department of Transportation for the Veterans Place Bicycle Path Connector Phase II project.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Hammonton, County of Atlantic, State of New Jersey formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as NJDOT SAGE Application #BIKE-2021-00031 to the New Jersey Department of Transportation on behalf of the Town of Hammonton.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Town of Hammonton and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Resolution #070-2020 - Approval of Submission of Grant Application Valley Ave

A resolution Approving submission of a grant application and execute a grant contract with the New Jersey Department of Transportation for the Valley Avenue Roadway Improvements project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Hammonton, County of Atlantic, State of New Jersey formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as NJDOT SAGE Application #MA-2021-00346 to the New Jersey Department of Transportation on behalf of the Town of Hammonton.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Town of Hammonton and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Resolution #071-2020 – Approve NPP Loan Agreement

**NEIGHBORHOOD PRESERVATION PROGRAM (NPP)
CATALYST PROJECT LOAN AGREEMENT
For the
Eagle Theatre/Artist House Site Project
FY 2019 - NPP**

WHEREAS, the Eagle Theatre, Inc. has been granted sufficient funds under Town of Hammonton's Neighborhood Preservation Program (NPP) which it may legally expend for the purpose of completing the Activities hereinafter described; and

WHEREAS, the Subrecipient has submitted a written proposal to do and perform or subcontract to be done and performed the work hereinafter described; and

WHEREAS, said work and services must be performed in conformance with all State and Local laws as well as public policy; and

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants and obligations made and agreed to by and between the parties, made this 22nd day of June, 2020, it is hereby agreed as follows:

CONTRACT SUMMARY INFORMATION

Sub grantee Name: Eagle Theatre, Inc.
Address: 208 Vine Street, Hammonton, New Jersey 08037
Account # 2019-02351-0564-01 NPP Award \$ \$125,000
Activity Name: Eagle Theatre Office/Artist House/Storage Garage Site Project
Activity Address: 200 and 208 Vine Street, Hammonton, New Jersey 08037 Block 2811 Lots 1 & 2
Contract Start Date: June 22, 2020 Contract End Date: December 31, 2020
Eligibility: Civic Placemaking Economic Social

Use of Funds

Owner certifies that he/she is the owner of the properties located at 208 Vine Street and 200 Vine Street, Hammonton, NJ (or has a long term lease and permission from the owner) and intends to rehabilitate the above properties and to maintain and operate said properties as a Theatre/Office/Artist House/Storage Garage for a period of 5 years from the completion date of this project.

The estimated total cost of the improvements to be made to these properties will be \$152,500. Based upon this estimate and other factors, the municipality intends to provide funds in the amount of \$125,000, in the form of a 0% interest 5 Year Deferred Payment Forgivable Loan.

CONTACT INFORMATION

Agency Main Contact Name/Title: Angela Longo, Executive Director
Mailing Address: Eagle Theatre, Inc.
P.O. Box 388 208 Vine Street, Hammonton, New Jersey 08037

Contact Phone: 609-704-5012 Contact E-Mail: angela@eagletheatre.org

Chief Financial Officer Name: Marion O'Neill/Treasurer

Phone: 609-704-5012 E-Mail: accounting@eagletheatre.org

BUDGET

Cost Categories	NPP Funds	Other Funds/In-Kind	Total Activity Costs
A. Consultants			\$0
			\$0
			\$0
			\$0
Subtotal	\$0	\$0	\$0
B. Project Costs			
Design//Legal/Approvals	\$ 20,000		\$ 20,000
Façade Enhancements	\$ 12,000		\$ 12,000
Exterior Construction Storage Bldg.	\$ 75,000	\$15,000	\$ 90,000
Placemaking/Landscape/Hardscape	\$ 13,000	\$10,000	\$ 23,000
Digital Media Upgrades	\$ 5,000	\$ 2,500	\$ 7,500
Subtotal	\$125,000	\$27,500	\$152,500
TOTAL	\$125,000	\$27,500	\$152,500

A. GENERAL PROVISIONS

Term of the Contract

This contract will remain in effect as indicated in the Contract Summary Information section of this Agreement, or any period the Subrecipient has control over any NPP funds.

Compliance with Terms of Agreement, Suspension or Termination

Suspension or termination may occur if the Subrecipient materially fails to comply with any term of the award. If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the municipality shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Costs incurred by Subrecipient during suspension or after termination of the Agreement are not allowable unless expressly authorized by the municipality in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of suspension or termination, and not in anticipation of such action may be allowed if they are non-cancelable and the cost would be allowable if the award were not suspended or terminated.

Termination for Convenience

This Agreement may be terminated by either party if the Subrecipient and municipality mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Termination of Program

In the event that funding for the Neighborhood Preservation Program (NPP), be terminated in whole or in part, for any reason by the NJ Department of Community Affairs (NJDCA), then in such event, this agreement shall be terminated on the effective date of the termination date of the program by NJDCA, and the municipality shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation.

Reporting and Accounting After Termination

Notwithstanding anything herein to the contrary, upon termination of this agreement for any reason whatsoever, the Subrecipient agrees to cooperate fully in accounting for funds expended in the program under the Agreement and agrees to file and submit all such necessary final reports and data as may be required by the municipality or the NJ Department of Community Affairs (NJDCA).

References for Statutes and Regulations

Compliance with all updated, applicable statutes, policies and regulations referred to in this agreement shall be the responsibility of the Subrecipient.

Exhibits

Any Exhibits required by the Town of Hammonton and/or NPP will be provided as requested.

B. Subrecipient DUTIES

1. Performance

That the Subrecipient shall perform or shall subcontract for performance in accordance with the services outlined herein which includes: a description of the work to be performed, a schedule for completing the work, and a budget. These items shall be in sufficient detail to provide a sound basis for the municipality to effectively monitor performance under the agreement.

2. Amendments

The municipality and/or the Subrecipient from time to time may request changes in the Scope of Work, Budget, and/or Contract Term. Such changes, including an increase or decrease in the amount of the Subrecipient's grant amount, shall be incorporated in written amendments hereto after approval by the appropriate parties. In order to minimize delays, only budget modifications equal to less than 20% of a line item may be exempt from the formal amendment process.

3. Qualifications and Performance

All of the services required hereunder shall be performed by the Subrecipient, or his authorized Subcontractors, and all personnel engaged in the work must be fully qualified and authorized or permitted under State and/or local laws to perform such services. The Subrecipient shall be responsible for ensuring that any subcontractors conform to the terms of this contract and all public policy considerations.

4. Project Requirements

The project must begin construction within four (4) months of the date of this agreement or funds will be subject to recapture. The Owner agrees to execute a Note and Mortgage for the full amount of Program funds approved. The mortgage must be a valid lien subject only to the lien of a first mortgage. Prior to any funds being disbursed, the Owner agrees to provide a title search and a judgment search to the City, and to provide title insurance to the City, if the City deems same to be appropriate.

5. Administrative Requirements

The Subrecipient shall establish and maintain effective internal control over NPP funds made available through this Agreement to provide reasonable assurance that the Scope of Work is administered in compliance with applicable regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Scope of Work and prompt, appropriate action when instances of noncompliance are identified. The Subrecipient shall follow a written procurement policy.

6. Religious Activities

The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization at the funded project site. The Subrecipient may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

The Subrecipient shall not use NPP funds to rehabilitate structures that are used for inherently religious activities, including sanctuaries, chapels, or other rooms used as its principal place of worship.

7. Records to Be Maintained

The Subrecipient shall establish and maintain sufficient records to enable the municipality to determine whether the Subrecipient completed the activities described in compliance with the NPP requirements.

8. Retention of Records

The Subrecipient shall retain financial records, and any other documents related to this Agreement for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- When the Subrecipient is notified in writing by the municipality to extend the retention period.

9. Insurance and Indemnification

The Subrecipient agrees to maintain hazard insurance on the property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include a "standard mortgage clause" naming the municipality as "Additional Insured". The amount of coverage shall be the total of the principal secured by the Mortgage given as security for this loan together with any principal secured by any senior mortgage. A copy of the Hazard insurance policy must be forwarded to the municipality for its files.

The aforesaid insurance shall provide adequate protection for the Subrecipient and the municipality against all claims, demands, liabilities and damage to persons and property arising out of, in connection with or from the performance of this Agreement, and shall provide that the municipality shall be indemnified and held harmless from any judgment or costs including counsel fees.

The Subrecipient shall maintain such insurance in full force and effect until the final completion or termination of all work and services hereunder. The Subrecipient agrees to deliver to the municipality, the certificate or certificates from the insurance company writing the policies aforementioned, certifying that such policies shall not be terminated by the company or companies during the term of this Agreement without ten (10) days prior written notice to the municipality.

In the event such insurance coverage shall be so terminated during the term of this Agreement, the Subrecipient does hereby authorize the municipality to procure such insurance and to deduct the cost thereof from any funds due and owing pursuant to this Agreement, or, in the alternative, to terminate this Agreement.

10. Requests for Payment

The Owner agrees not to request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be based on the percentage of work completed. The municipality shall pay all

requests for payment, which are approved pursuant to this Agreement, within thirty (30) days of receipt. It is expressly understood and agreed that in no event will the total payment to the Subrecipient exceed the maximum sum of One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000).

11. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient. If the Subrecipient has a parent, affiliate, or subsidiary organization, the standards

of conduct must cover organizational conflicts of interest to ensure the Subrecipient is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient. No covered persons who exercise or have exercised any functions or responsibilities with respect to NPP activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a NPP-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a NPP-assisted activity, or with respect to the proceeds of the NPP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the municipality may grant an exception to the conflict of interest provisions on a case-by-case basis.

The Subrecipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

12. Mandatory Disclosures

The Subrecipient shall provide written notice to the municipality within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future awards.

13. Closeout and Reversion of Assets

The municipality will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the Subrecipient. Unless provided an extension through written notification by the municipality, the Subrecipient shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

Any real or personal property purchased in whole or in part with NPP funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

1. If the property is disposed of within five years of the close out of this Agreement, the Subrecipient shall reimburse the municipality a percentage of the current fair market value of the property equal to the percentage of NPP funds expended for the overall acquisition and improvement cost of the property.

14. Assignment

Owner agrees not to sell, assign, or transfer the property or an interest therein (including without limitation, land contracts, wrap around financing, refinancing and assumptions) without the prior consent of the municipality. The municipality shall not consent to any transaction in which the loan is to be assumed by the buyer unless the buyer agrees to assume the terms and conditions of the Municipality's Neighborhood Preservation Program Catalyst Project regulations as they relate to the loan and the terms of this Agreement.

15. Acknowledgement

The Subrecipient agrees to give credit to the municipality in all published materials, signs, and announcements of the Subrecipient regarding projects for which NPP funds are used. The acknowledgement should read as follows:

This project is made possible by Neighborhood Preservation Program (NPP) funding from the Town of Hammonton and the NJDCA

The Subrecipient agrees to invite the municipality and NJDCA to dedication ceremonies, groundbreaking and grand openings or re-openings of all projects which NPP funds are used.

The Subrecipient agrees, in accordance with local ordinances, to allow the municipality to post sign during the construction phase of all projects for which NPP funds are used, with the exception of funds used on privately

owned residential units. The sign will indicate that the municipality funded the project, either partially or in full, whichever is applicable. Aforementioned signs will be provided for and placed by the municipality and will remain the property of the municipality.

16. Enforcement of the Agreement

In the event that the Owner shall fail to comply with any of the promises made in this Agreement, the Regulations pertaining to it, the Promissory Note, the municipality shall have the right to accelerate the Promissory Note and foreclose on the Mortgage. In addition, the municipality shall have the right to take other actions it deems necessary to cure the default, including assessing monetary penalties for each day the Owner fails to comply with the Agreement.

The Owner certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation from the covered transaction.

Breach of the provisions of this agreement will required full repayment of the funds provided by the municipality from the Owner.

This Agreement and the documents previously referred to above constitute the entire contract between the parties, and any previous written contract concerning the work contemplated by this Agreement is hereby revoked. It is further agreed by the parties hereto that, in consideration of the approval of this Agreement by the municipality, no changes or modifications of this Agreement hereinafter made shall be binding upon either party without the written approval of the municipality of such change or modifications.

IN WITNESS THEREOF, the Town of Hammonton and the Subrecipient have executed this agreement as of the date first written above.

PUBLIC HEARD

MEETING ADJOURNED