

RESOLUTION 2022:160

**RESOLUTION AUTHORIZING PAYMENT OF BILLS & CLAIMS
FOR THE SECOND HALF OF SEPTEMBER**

September 20, 2022

Per Attached:

<i>Current Fund</i>	\$ 92,683.88
School Taxes	634,551.66
<i>Grant Fund</i>	877.92
<i>Trust Fund</i>	<u>95.56</u>
Total Per Attached	728,209.02

Payroll

September 8, 2022	
Current Fund	85,031.31
Trust Fund	<u>16,327.50</u>
Total Payroll	101,358.81

Total

\$ 829,567.83

Date: September 20, 2022

Council President Christopher Morgan

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

September 19, 2022
04:46 PM

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes
Include Non-Budgeted: Y
First Enc Date Range: First to 12/31/22
Open: N Paid: N Void: N
Rcvd: Y Held: N Apprv: N
Bid: Y State: Y other: Y Exempt: Y

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	Invoice	1099
Item Description						Enc Date	Date		Excl
ANGERO ANGERO									
22-00777 09/12/22 SEPTEMBER 2022 PHONES									
1 SEPTEMBER 2022 PHONES			907.19	2-01-31-440-216	B	R	09/12/22 09/19/22	2590255	N
Vendor Total:			907.19						
ART PRESS									
22-00800 09/19/22 MAYOR LETTERHEAD AND ENVELOPES									
1 MAYOR LETTERHEAD AND ENVELOPES			310.00	2-01-20-100-311	B	R	09/19/22 09/19/22	9267	N
Vendor Total:			310.00						
COMCAST									
22-00797 09/19/22 SOF INTERNET SEPT 2022									
1 SOF INTERNET SEPT 2022			156.85	2-01-31-440-216	B	R	09/19/22 09/19/22		N
Vendor Total:			156.85						
COUNG COUNTY CONSERVATION CO									
22-00787 09/16/22 YARD TRIMMINGS 8/31 - 9/8									
1 YARD TRIMMINGS 8/31			180.00	2-01-32-465-218	B	R	09/16/22 09/19/22	321466	N
2 LOGS YARD TRIMMINGS 9/1 - 9/8			1,248.20	2-01-32-465-218	B	R	09/16/22 09/19/22	321573	N
			1,428.20						
22-00799 09/19/22 YARD TRIMMINGS 9/14 - 9/15									
1 YARD TRIMMINGS 9/14 - 9/15			342.00	2-01-32-465-218	B	R	09/19/22 09/19/22	321691	N
Vendor Total:			1,770.20						

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HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Page No: 2

Vendor # Name	Contract #	PO Type	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	Invoice	1099
PO # PO Date Description	Amount	Charge Account			Enc Date	Date		Excl
Item Description								
COUPE COURIER POST								
22-00790 09/16/22 LAND SALE AD	286.40	2-01-20-120-217	B Clerk - Legal Advertising	R	09/16/22	09/19/22	5388417	N
1 LAND SALE AD								
Vendor Total:	286.40							
GLOUT GLOUCESTER TWP MUA								
22-00774 09/12/22 LEAF DISPOSAL MAY-AUG 2022	1,600.00	2-01-32-465-216	B Solid waste - leaf disposal GT MUA	R	09/12/22	09/19/22		N
1 LEAF DISPOSAL MAY-AUG 2022								
Vendor Total:	1,600.00							
GOVES GOVERNMENT FORMS AND SUPPLIES								
22-00788 09/16/22 ANIMAL LICENSE TAGS 2023	252.79	2-01-27-340-205	B Animal	R	09/16/22	09/19/22		N
1 ANIMAL LICENSE TAGS 2023								
Vendor Total:	252.79							
GREATAME GREATAMERICA FINANCIAL SVCS								
22-00778 09/12/22 POSTBASE MAILING SEPT 2022	195.00	2-01-20-100-516	B Service Contracts	R	09/12/22	09/19/22	32397682	N
1 POSTBASE MAILING SEPT 2022								
Vendor Total:	195.00							
HEDU HADDON HEIGHTS BD OF EDUCATION								
22-00795 09/16/22 TAXES 2ND HALF SEPT 2022	634,551.66	2-01-55-001-001	B Local School Taxes Payable	R	09/16/22	09/19/22		N
1 TAXES 2ND HALF SEPT 2022								
Vendor Total:	634,551.66							
HOMED HOME DEPOT CREDIT SERVICES								
22-00775 09/12/22 FIRE DEPT SUPPLIES 8/10-8/23	1,330.58	2-01-25-265-254	B Fire - Maint/Repair Bldgs	R	09/12/22	09/19/22		N
1 FIRE DEPT SUPPLIES 8/10-8/23								
Vendor Total:	1,330.58							

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HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Vendor # Name	PO # PO Date Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	Invoice	1099
Item Description								Enc Date Date	Date		Excl
CAROL LARRO											
22-00760 09/07/22 CABIN RENTAL REFUND				80.00	2-01-55-004-001	B Refund of CV Revenue	R	09/07/22 09/19/22			N
1 CABIN RENTAL REFUND											
Vendor Total:				80.00							
LAWRENCE SUPPLY CO OF NJ											
21-00862 10/26/21 SAFETY VESTS				936.00	1-01-25-240-233	B Police - Minor Equipment / Supplies	R	10/26/21 09/19/22		1509627	N
1 SAFETY VESTS - POLICE				45.00	1-01-25-240-233	B Police - Minor Equipment / Supplies	R	10/26/21 09/19/22		1509627	N
2 SAFETY VESTS - PLAIN				981.00							
Vendor Total:				80.00							
22-00479 06/06/22 BULLETPROOF VEST - KINKLER											
1 BULLETPROOF VEST - KINKLER				877.92	G-02-41-709-301	B Body Armor Grant	R	06/06/22 09/19/22		071588315	N
22-00717 08/26/22 DEFENDER NITRILE GLOVES											
1 DEFENDER NITRILE GLOVES				160.00	2-01-25-240-228	B Police - Medical Exams	R	08/26/22 09/19/22		1612546	N
22-00718 08/26/22 PISTOL LIGHT											
1 PISTOL LIGHT				165.00	2-01-25-240-233	B Police - Minor Equipment / Supplies	R	08/26/22 09/19/22		1753668	N
Vendor Total:				2,183.92							
MARY BRIDGE ENTERPRISES, INC.											
22-00733 08/31/22 FIRE DEPT SUPPLIES				442.25	2-01-25-265-205	B Fire - Publicity	R	08/31/22 09/19/22		33475	N
1 RED FIRE CHIEF HELMETS				605.49	2-01-25-265-205	B Fire - Publicity	R	08/31/22 09/19/22		33530	N
2 HHD PENS				1,047.74							
Vendor Total:				1,047.74							
MCI COMMERCIAL SERVICE, INC.											
22-00798 09/19/22 LAKE ST PUMP SEPTEMBER 2022				34.74	2-01-31-440-216	B Regular Telephones	R	09/19/22 09/19/22			N
1 LAKE ST PUMP SEPTEMBER 2022											
Vendor Total:				34.74							

September 19, 2022
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HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Vendor #	Name	Contract	PO Type	Acct Type	Description	Stat/Chk	First Rcvd	Chk/Void	Invoice	1099
PO #	PO Date	Amount	Charge Account				Enc Date	Date		Excl
Item Description										

NAPA NAPA AUTO PARTS

22-00781	09/12/22	FIRE DEPT SUPPLIES 8/31/22								
1	FIRE DEPT SUPPLIES 8/31/22	52.05	2-01-26-315-207	B	Vehicle Maint - Fire	R	09/12/22	09/19/22	6869-073960	N

Vendor Total: 52.05

NJAMB NJ AMERICAN WATER

22-00791	09/16/22	NJAW AUGUST 2022								
1	RR FIRE DEPT	43.87	2-01-31-445-289	B	Water Service	R	09/16/22	09/19/22		N
2	DEVON SOCCER FIELDS	546.94	2-01-31-445-289	B	Water Service	R	09/16/22	09/19/22		N
3	LAKE ST PUMP STATION	54.78	2-01-31-445-289	B	Water Service	R	09/16/22	09/19/22		N
4	DEVON SOCCER FIELDS	554.29	2-01-31-445-289	B	Water Service	R	09/16/22	09/19/22		N
5	COMMUNITY GARDEN	58.56	1-13-56-860-819	B	Reserve Community Garden Expenses (516)	R	09/16/22	09/19/22		N
6	MUNICIPAL BUILDING	69.26	2-01-31-445-289	B	Water Service	R	09/16/22	09/19/22		N
7	SOF BUILDING	62.13	2-01-31-445-289	B	Water Service	R	09/16/22	09/19/22		N
8	LOG CABIN	21.82	2-01-31-445-289	B	Water Service	R	09/16/22	09/19/22		N
9	CERVINO FIELD	277.43	2-01-31-445-289	B	Water Service	R	09/16/22	09/19/22		N
10	COMMUNITY CENTER	62.13	2-01-31-445-289	B	Water Service	R	09/16/22	09/19/22		N
		1,751.21								

Vendor Total: 1,751.21

NJSHA NJ SHADE TREE FEDERATION

22-00785	09/14/22	2022 CONFERENCE REGISTRATIONS								
1	2022 CONFERENCE -BRIAN HECKLER	140.00	2-01-26-310-233	B	Building & Grounds - Shade Tree	R	09/14/22	09/19/22		N
2	2022 CONFERENCE -BOB HUNTER	140.00	2-01-26-310-233	B	Building & Grounds - Shade Tree	R	09/14/22	09/19/22		N
3	2022 CONFERENCE -CAROL LARRO	140.00	2-01-26-310-233	B	Building & Grounds - Shade Tree	R	09/14/22	09/19/22		N
4	2022 CONFERENCE-MICHAEL MADDEN	140.00	2-01-26-310-233	B	Building & Grounds - Shade Tree	R	09/14/22	09/19/22		N
		560.00								

Vendor Total: 560.00

PARKIN PARKER MCGARY P.A.

22-00779	09/12/22	2022 BAN SERIES A -AUGUST 2022								
1	2022 BAN SERIES A -AUGUST 2022	533.28	2-01-20-130-205	B	Finance - Professional Finance Services	R	09/12/22	09/19/22	3151286	N

Vendor Total: 533.28

Haddon Heights Borough - Haddon High School District - Haddon Heights Soccer Club - Proposed Form of Agreement for Devon Avenue Soccer Field Improvements



Howard Long <hlong@wivlaw.net>

9/27/2022 4:19 PM

To: Joseph Bettey; Michael V. Madden CC: Trisha Egbert; Kelly Santorusso; Debra Dimattia; Dave Taraschi; mayor



Field Improvement Agreement...

134.58 KB

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Joe and Michael:

I hope this e-mail finds you both well. At the request of Councilwoman Trisha Egbert, attached is a draft Cost Share Agreement between the Borough, School District and Soccer Club to share in the cost of re-sodding and re-grading the Devon Avenue Soccer Complex for the benefit of the School Soccer Club and residents of Haddon Heights as a whole. Councilwoman Egbert, Head of Borough Parks and Recreation Committee, has been working with Joseph Cramp, Athletic Director, and members of the Soccer Club to finalize this project. Time is of the essence and I respectfully ask Joe to please review and share with the School District administrative team, particularly Joe Cramp. Michael, if you would kindly volunteer your time to work on behalf of the Soccer Club, it would be sincerely appreciated.

The Borough will serve as lead agency under the Agreement but serious financial contribution deadlines are recited therein and the Borough may not advertise for bids until such time as proof of funding by all parties is provided to the Borough's CFO, Debbie DiMantia (copied here), and an executed Agreement is formally approved by all parties. I know the parties have discussed attempting to make these improvements in November and the Borough is endeavoring to meet those timelines.

Please speak with your respective clients and provide any comments to the draft Cost Share Agreement. If we need to meet and discuss this matter, let me know and I will schedule a meeting promptly at a mutually convenient time. The balance of Borough Council not identified above are blind copied on this e-mail for informational purposes. The Borough intends to act upon this Agreement at its next regularly scheduled meeting on Tuesday, October 4, 2022.

Regards,

Howard Long, Borough Solicitor

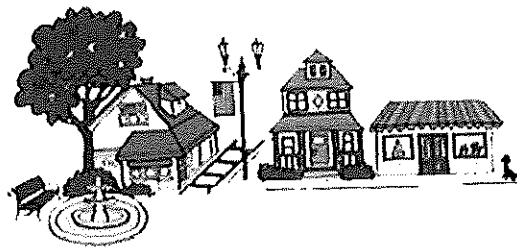
Howard C. Long, Jr., Esquire
Wade, Long, Wood & Long, L.L.C.
1250 Chews Landing Road, Suite 1
Laurel Springs, New Jersey 08021
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TRI-PARTY AGREEMENT

COST SHARE AGREEMENT FOR ATHLETIC FIELDS IMPROVEMENTS AND USE REGULATIONS AT THE DEVON AVENUE COMPLEX

BOROUGH OF HADDON HEIGHTS



HADDON HEIGHTS BOARD OF EDUCATION



HADDON HEIGHTS SOCCER CLUB



**COST SHARE AGREEMENT FOR ATHLETIC FIELDS IMPROVEMENTS AND USE
REGULATIONS AT THE DEVON AVENUE COMPLEX**

THIS AGREEMENT made this _____ day of _____, 2022, by and between the Borough of Haddon Heights ("Borough") located 625 Station Avenue, Haddon Heights, New Jersey 08035 and the Haddon Heights Board of Education ("Board") located at 316-A Seventh Avenue, Haddon Heights, NJ 08035 and the Haddon Heights Soccer Club ("Soccer Club") with a mailing address of P.O. Box 277, Haddon Heights, New Jersey 08035 (collectively "the Parties").

WHEREAS, the Borough presently owns property that is in need of improvement in order to be safely used for athletics fields shared with the Board and Soccer Club located at Block 120, Lots 1, 2, 1.01, 2.01 and Block 116, Lot 1, commonly known as the Devon Avenue Complex located off of Devon Avenue in Haddon Heights, New Jersey ("Soccer Fields"); and;

WHEREAS, the Board, the Soccer Club and the Borough desire to work together in constructing such improvements to the Soccer Fields, which will include, but not be limited to, the installation of grading and installation of natural turf fields, inasmuch as it will also enhance the recreational programs which benefit the children, young adults and families residing in the Borough; and;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, authorizes public entities to enter into a contract with each other to share services which the entities are empowered to provide or receive within their own jurisdictions, including services incidental to the primary purposes of any of the participating public entities; and;

WHEREAS, the Borough, with the assistance of the Board and the Soccer Club, is empowered to make improvements to the Soccer Fields, to solicit bids for the construction of such improvements, and to engage contractors to make such improvements; and;

WHEREAS, the Borough, the Board and the Soccer Club desire to jointly undertake a project to make certain improvements to the Soccer Fields, including but not limited to the grading and installation of natural grass turf fields to allow for multi-sport use, including but not limited to Youth and Scholastic Soccer ("the Project"); and;

WHEREAS, the Borough will jointly fund the Project with the Board and Soccer Club in order to make the Project cost effective and financially feasible for the Parties and for other consideration as described herein; and;

WHEREAS, the Parties hereto wish to memorialize the terms of their agreement;

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Services to Be Performed.

A. Design of the Project: The Borough shall engage, to the extent necessary, a professional engineer for assistance with the design for the Project, which shall include, but not be limited to, the grading and installation of natural grass fields for multiple sports and multiple age-appropriate fields and appropriate site drainage. Said design services shall include but not be limited to plans and technical specifications for bidding purposes, as needed and/or as may be required for the Project and/or pursuant to applicable statutes and/or laws. The Borough, Board and Soccer Club shall jointly develop the requirements of the Project and the Project design shall not be considered approved until all Parties have approved the Project design.

B. Approvals: The Borough shall secure all necessary federal, state, county, and or local governmental approvals and permits for the Project as may be required, and the Board and Soccer Club shall cooperate with the Borough and to the maximum extent possible, assist the Borough in the securing of such approvals and permits.

C. Construction Documents: The Borough shall invite comment from the Board and the Soccer Club on the construction documents prepared by the Borough prior to the Borough's advertising for public bids in accordance with the requirements of the Local Public Contracts Law or otherwise procuring the goods and services for the Project.

D. Procurement: The Borough shall serve as lead agency for the Project and shall ensure that all procurement of goods and services for the Project shall be in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

2. Bid Specifications.

A. Change Orders: The Borough shall be responsible for the procurement of the goods and services for the contract, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the approval of any change orders to said contracts, the administration of the Project and the funding of the Project, in conjunction with the Board and the Soccer Club. The Borough shall inform the Board and Soccer Club in writing of any and all change orders. Any proposed change orders with a cost of five thousand dollars (\$5,000) or more, or which would materially change the Construction documents or Project Design, must be approved by an authorized representative of the Borough, Board and Soccer Club prior to being considered finally approved for implementation. If the Board or Soccer Club does not respond to a change order request for approval within two (2) business days, the Borough will consider the change order approved.

B. Local Permit Fees: The Borough will waive any fees that the Board might otherwise be required to pay for municipal approvals and/or permits.

C. Contract Administration: The Borough shall be responsible for supervising the Project design and/or construction and making payment to the contractor(s) in a manner to be approved by the Borough, Board and Soccer Club.

D. Maintenance: Subsequent to the completion of the Project, the Borough, Board and Soccer Club shall work to develop a plan for the maintenance of the Soccer Fields and the Borough shall additionally be responsible for any and all utility costs associated therewith. The Borough, Board and Soccer Club acknowledge that overuse and use during wet conditions has compromised the integrity of the Soccer

Fields historically. Accordingly, this Agreement shall require the creation of a Joint Field Maintenance Committee comprised of the Borough's Council Member in Charge of the Recreation Department or his/her designee, the Board's Athletic Director or his/her designee and the President of the Soccer Club or his/her designee. This ad hoc Joint Field Maintenance Committee shall endeavor to meet on a monthly basis including upon the opening and closing of the seasons or at any other time required to make a joint determination whether to close the fields for any reason, consideration being given to field conditions and wear and tear on the Soccer Fields. The Soccer Fields shall remain open or shall close, after inspection thereof, upon two-thirds (2/3) vote of the Committee. The Committee identified herein shall develop additional rules and regulations to assure that the Soccer Fields are adequately maintained and preserved.

E. Third Party Agreements: The Borough, Board and Soccer Club may, during the term of the Agreement, enter into an agreement or agreements with other third-party public or private entities for various purposes related to the Soccer Fields ("Third-Party Agreements"). Such Third-Party Agreements must include both the Borough, the Board and the Soccer Club, in addition to the third-party, and the Borough, Board and Soccer Club must approve each Third-Party Agreement through formal action.

3. Costs and Payment Procedures.

A. Cost Share: The Borough, Board and Soccer Club shall each be responsible for one-third (1/3) of the total costs of the Project, including engineering fees and costs as well as the costs of goods and services necessary to construct the Project up to an individual fiscal cap of \$80,000.00 per entity. The total estimated cost of the Project, as of the date of execution of this Agreement, is \$240,000.00.. Each party shall be responsible for determining, in its sole discretion, the source(s) of funding for that party's portion of the Project costs. A certification and proof of available funds for the full amount of the Project shall be provided to the Borough in advance of the any advertisement of the Project and bid. Failure of any party to provide proof of available funding to the satisfaction of the Certified Financial Officer of the Borough ("CFO") will result in the cancellation of the Project.

B. Lead Agency: The Borough shall serve as lead agency and be responsible for the Project design, in consultation with the Board and Soccer Club, the placing the contract out for bid, paying the contractor(s) constructing the Project and for the contract(s) entered into between the Borough and the contractor(s) for the construction of the Project. The Borough represents and warrants to the Board and Soccer Club that all contracts into which it enters with respect to the Project, as well as any payments that are made for work performed in the course of completing the Project, shall be made in accordance with all applicable statutes and laws governing public projects.

C. Review of Agreement, Design, Bid Specifications and Award: The Board and Soccer Club shall provide their shares of the Project funding as set forth herein to the Borough's CFO, which shall be held in a separate trust account prior to the advertisement of the bid. The Parties shall endeavor to meet immediately to review and approve this form of this Agreement as well as the Project design. The Borough shall provide a copy of the bid specifications for review and comment. The Board and Soccer Club shall have ten (10) calendar days from the date of the delivery (electronically or otherwise) to provide comments to the Borough regarding the bid specifications. Failure to do so within the required time frame shall be deemed consent by the Board and/or Soccer Club to the form and substance of the bid specifications. The Board and Soccer Club shall have twenty (20) calendar days from the date of the receipt of bids (electronically or otherwise) to provide comments to the Borough regarding the bid responses. Failure to do so within the required time frame shall be deemed consent by the Board and/or Soccer Club and the Borough will proceed with the award and utilize the funds received from the Board and Soccer Club as set forth herein.

4. Indemnification and Insurance.

A. Indemnification: The Borough assumes all liability for, and agrees to indemnify and hold the Board and its agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Borough, its agents, servants or employees related to the performance of the Borough's obligations under the terms of this Agreement. Likewise, the Board assumes all liability for, and agrees to indemnify and hold the Borough and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement.

B. Insurance: Both parties shall maintain full and complete liability insurance throughout the term of this Agreement and shall cause the other party to be designated on its policy as an additional insured. Said coverage limits shall be not less than the maximum amounts of liability coverage now maintained by each party.

5. Use of the Fields.

A. General Usage: The use of the Soccer Fields shall be in accordance with policies, rules and/or regulations jointly developed by the Borough, Board and Soccer Club and as agreed to by all Parties. The use of the Soccer Fields shall be based on the following schedule, which may be changed from time to time pursuant to the agreement of the Parties in writing:

B. Board Use: During the "Scholastic Soccer Year" (defined as August 14 of each calendar year through November 30 of each calendar year).

a. The Board shall, on each weekday during the Scholastic Soccer Year, have access to the Soccer Fields from 2:00 p.m. until 6:00 pm each day, from August 14 through November 30.

b. The Board shall, on each Saturday during the Scholastic Soccer Year, have access to the Soccer Fields from 8:00 a.m. until 1:00 p.m., unless an interscholastic athletic event has commenced on the Soccer Fields on or during said timeframe and has not concluded by 1:00 p.m. In such cases, the interscholastic event shall be permitted to conclude prior to the Borough's use of the Soccer Fields.

C. Soccer Club Use: During the "Recreation Soccer Club Year" (defined as August 14 of each calendar year through June 30 of each subsequent calendar year).

a. The Soccer Club shall, on each weekday during the Recreation Soccer Club Year, have access to the Soccer Fields from 6:30 p.m. until 10:00 p.m. each day.

b. The Soccer Club shall, on each Saturday during the Recreation Soccer Club Year, have access to the Soccer Fields between 1:00 p.m. and 10:00 p.m.

c. The Soccer Club shall, on each Sunday during the Recreation Soccer Club Year, have access to the Soccer Fields between 8:00 a.m. and 10:00 a.m., unless otherwise being utilized, with advance notice from the Board to the Soccer Club, by the Board.

d. The Parties agree that, for a maximum of one Sunday in total during the months of September, October or November of each calendar year, the Board may host an official County, NJIC, NJSIAA or State interscholastic tournament game ("Tournament Game") on the Soccer Field, and in the event that such a Tournament Game is scheduled, that Tournament Game shall have priority over other

events that may ordinarily be scheduled on the Soccer Fields by the Borough and/or Soccer Club during the same time as the Tournament Game. The Board agrees that it will do everything possible to provide ample notice to the Borough and the Soccer Club in writing in the event that such a Tournament Game is scheduled so that the Borough and/or Soccer Club is not unduly inconvenienced by the scheduling of such a Tournament Game. Should a Board soccer athletic team advance beyond the previously mentioned Tournament Game, and a subsequent game is scheduled on the Soccer Fields, that game shall take priority over Borough and/or Soccer Club scheduled events on the Soccer Fields during the same time as any subsequent Tournament Game.

D. During the Summer Recess: (defined as July 1 through August 14 of each calendar year).

The Soccer Fields shall be closed, unless otherwise provided for by special consent/permission issued by a majority of the three (3) members of the ad hoc Joint Field Maintenance Committee, the Soccer Fields shall be closed to afford an opportunity of rest, growth, sod renewal, maintenance and repairs.

E. During the Preseason Period: (defined as August 14 through August 31 of each calendar year).

a. The Board shall, on each weekday during the Preseason Period, have access to the Soccer Fields from 7:00 a.m. until 12:00 a.m.

b. The Board shall, on each Saturday during the Preseason Period, have access to the Soccer Fields from 7:00 a.m. until 1:00 p.m.

c. The Soccer Club shall, on each weekday during the Preseason Period, have access to the Soccer Fields from 12:00 p.m. until 10:00 p.m.

d. The Soccer Club shall, on each Saturday during the Preseason Period, have access to the Soccer Fields from 1:00 p.m. until 10:00 p.m.

e. The Soccer Club shall, on each Sunday during the Preseason Period, have access to the Soccer Fields from 8:00 a.m. until 10:00 p.m.

F. Scheduling Conflict: In the event of any scheduling conflicts, the Parties agree to work cooperatively to resolve any such conflicts through the ad hoc Joint Field Maintenance Committee.

G. Use Cooperation: The Parties agree that there will be times when either the Board or Soccer Club will not require use of the Soccer Fields when that entity may ordinarily have scheduling priority; as such, there will be a joint electronic calendar maintained by the Parties showing the then-current specific Soccer Fields usage, and the Parties will jointly prepare formal policies to allow for usage of the Soccer Fields by the Parties in a manner that maximizes their shared benefit.

H. Inclement Weather: In the event of inclement weather, whichever party is scheduled to utilize the Soccer Fields must consult with the ad hoc Field Maintenance Committee prior to making the final decision to close or allow the Soccer Fields to remain open. The Borough, Board and Soccer Club understand and agree that in order for the Soccer Fields to remain of high quality, there are times when difficult decisions will need to be made to close the Soccer Fields despite the wishes and desires of other Parties. The Parties further recognize that in order to ensure proper field maintenance, they should use their best efforts to err on the side of caution and close the Soccer Fields whenever warranted.

6. Term of the Agreement.

A. The term of this Agreement shall commence on the date upon which the Parties have executed the Agreement as set forth below, and shall continue for a minimum of seven (7) years from the date thereof, or unless the Parties mutually consent to terminate the same.

7. Miscellaneous Provisions.

A. Potential Component Replacement: The Parties agree that the playing surface or other elements installed as part of the Project incorporate natural grass turf components and thus have a finite useful life. The Parties agree that, during the term of this Agreement, it is possible that a significant repair and/or replacement of some or all of the playing surface or other elements may be required. If repairs or replacements are necessary, and are not covered by the Borough's, Board or Soccer Club's insurance, and the Parties agree as to the necessity of such repairs and/or replacements, then the Parties shall share equally in the repair or replacement costs. If the Parties agree that the repair and/or replacement was caused solely by the actions of another party, the party which caused the necessity of the repair and/or replacement shall be solely responsible for the costs associated with such repair and/or replacement. In the event that the Parties are unable to agree as to the necessity of a repair or replacement as defined herein, the Parties agree that an appropriate third party shall be retained, at a cost to be borne equally by the Parties, to make a determination as to the necessity of such a repair or replacement, and the decision of the third-party shall be binding upon all Parties. All such repairs and/or replacements shall be made accordance with the applicable provisions of this Agreement pertaining to the initial completion of the Project.

B. Merger: This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the Parties relating to the subject matter of this agreement and constitutes the entire contract between the Parties.

C. Modification: This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

D. Waiver: No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. No party may waive any of its rights or any obligations of the other Parties or any provision of this Agreement except by an instrument in writing signed by that party.

E. Severability: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

F. Notice: All notices pertaining to the Agreement shall be in writing, and delivered in person or sent by certified mail to the Parties at the following addresses. For the Borough: Kelly Santosusso, Borough Clerk, 625 Station Avenue, Haddon Heights, New Jersey 08035. For the Board: Joseph Cramp, Athletic Director, 316-A Seventh Avenue, Haddon Heights, New Jersey 08035. For the Soccer Club: Lee Polisano, President, P.O. Box 277, Haddon Heights, New Jersey 08035 and/or 125 9th Ave Haddon Heights, New Jersey 08035.

G. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey.

H. Jurisdiction: The Superior Court of the State of New Jersey, in the County of Camden, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the Parties hereby expressly submits and consents in advance

to such jurisdiction in any action or proceeding commenced by the other in such court. In the event of litigation, each Party waives whatever rights it may have to trial by jury in order to prevent irreparable harm from occurring that may arise from a breach or threatened breach of this Agreement.

I. Assignment: No party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of another, and any such transfer or assignment or attempt thereat shall be null and void.

J. Section Headings: Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

K. Counterparts: This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all Parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

L. Cooperation of the Parties: In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

M. No Third-Party Beneficiaries: This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF , the Parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:

HADDON HEIGHTS BOROUGH

Kelly Santosusso, Borough Clerk

Mayor Zachary Houck

Date: _____

WITNESS:

HADDON HEIGHTS BOE

Michael Sloan, Business Administrator

Carla Bittner, Superintendent

Date: _____

WITNESS:

HADDON HEIGHTS SOCCER CLUB

Joey Hildbold, VP, Secretary

Lee Polisano, President

Date: _____

Haddon Heights Borough - Haddon High School District - Haddon Heights Soccer Club - Proposed Form of Agreement for Devon Avenue Soccer Field Improvements

 **Howard Long** <hlong@wlvklaw.net>
10/4/2022 2:05 PM

To: Joseph Betley, Michael V. Madden Cc: Trisha Egbert, Kelly Santorusso; Debra Dimattia; Dave Taraschi; mayor; kpolisano@gmail.com; Calhealey95@gmail.com

 Field Improvement Agreement...
136.12 KB

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Joe and Michael:

I have incorporated comments received from the Soccer Club into the Agreement 9(revised). Still awaiting comments from the School Board.

I expect the Mayor and Council to consider the matter this evening. It would be a conditional approval until the final Agreement is reviewed and approved in final form.

Regards,

Howard Long, Solicitor, Haddon heights

Howard C. Long, Jr., Esquire
Wade, Long, Wood & Long, L.L.C.
1250 Chevs Landing Road, Suite 1
Laurel Springs, New Jersey 08021
(856) 346-2800 (Office)
(856) 346-1910 (Fax)
hlong@wlvklaw.net (E-Mail)

CONFIDENTIALITY NOTICE: This e-mail, including attachments, may include confidential or privileged information belonging to the sender. If you are not the intended recipient

From: Howard Long

Sent: Tuesday, September 27, 2022 4:20 PM

To: Joseph Betley <jbetley@capehart.com>; Michael V. Madden <mvm@maddenmadden.com>

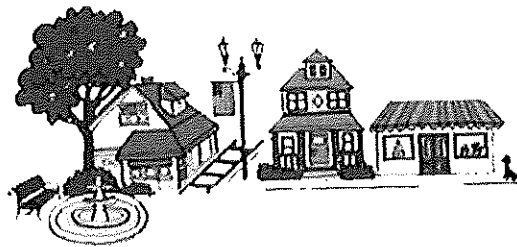
Cc: Trisha Egbert <TEgbert@haddonhts.com>; ksantorusso@HaddonHTS.com; Debra Dimattia <DDimattia@haddonhts.com>; Dave Taraschi <dtaraschi@HaddonHTS.com>; Mayor Zack Houck <mayor@haddonhts.com>

Subject: Haddon Heights Borough - Haddon High School District - Haddon Heights Soccer Club - Proposed Form of Agreement for Devon Avenue Soccer Field Improvements
Importance: High

TRI-PARTY AGREEMENT

COST SHARE AGREEMENT FOR ATHLETIC FIELDS IMPROVEMENTS AND USE REGULATIONS AT THE DEVON AVENUE COMPLEX

BOROUGH OF HADDON HEIGHTS



HADDON HEIGHTS BOARD OF EDUCATION



HADDON HEIGHTS SOCCER CLUB



**COST SHARE AGREEMENT FOR ATHLETIC FIELDS IMPROVEMENTS AND USE
REGULATIONS AT THE DEVON AVENUE COMPLEX**

THIS AGREEMENT made this _____ day of _____, 2022, by and between the Borough of Haddon Heights ("Borough") located 625 Station Avenue, Haddon Heights, New Jersey 08035 and the Haddon Heights Board of Education ("Board") located at 316-A Seventh Avenue, Haddon Heights, NJ 08035 and the Haddon Heights Soccer Club ("Soccer Club") with a mailing address of P.O. Box 277, Haddon Heights, New Jersey 08035 (collectively "the Parties").

WHEREAS, the Borough presently owns property that is in need of improvement in order to be safely used for athletics fields shared with the Board and Soccer Club located at Block 120, Lots 1, 2, 1.01, 2.01 and Block 116, Lot 1, commonly known as the Devon Avenue Complex located off of Devon Avenue in Haddon Heights, New Jersey ("Soccer Fields"); and;

WHEREAS, the Board, the Soccer Club and the Borough desire to work together in constructing such improvements to the Soccer Fields, which will include, but not be limited to, the installation and correction of the topography, grading and installation of natural turf fields, inasmuch as it will also enhance the recreational programs which benefit the children, young adults and families residing in the Borough; and;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, authorizes public entities to enter into a contract with each other to share services which the entities are empowered to provide or receive within their own jurisdictions, including services incidental to the primary purposes of any of the participating public entities; and;

WHEREAS, the Borough, with the assistance of the Board and the Soccer Club, is empowered to make improvements to the Soccer Fields, to solicit bids for the construction of such improvements, and to engage contractors to make such improvements; and;

WHEREAS, the Borough, the Board and the Soccer Club desire to jointly undertake a project to make certain improvements to the Soccer Fields, including but not limited to the installation and correction of the topography and grading and installation of natural grass turf fields to allow for multi-sport use, including but not limited to Youth and Scholastic Soccer ("the Project"); and;

WHEREAS, the Borough will jointly fund the Project with the Board and Soccer Club in order to make the Project cost effective and financially feasible for the Parties and for other consideration as

described herein; and;

WHEREAS, the Parties hereto wish to memorialize the terms of their agreement;

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Services to Be Performed.

A. Design of the Project: The Borough shall engage, to the extent necessary, a professional engineer for assistance with the design for the Project, which shall include, but not be limited to, the installation and correction of the typography and grading and installation of natural grass fields for multiple sports and multiple age-appropriate fields and appropriate site drainage. Said design services shall include but not be limited to plans and technical specifications for bidding purposes, as needed and/or as may be required for the Project and/or pursuant to applicable statutes and/or laws. The Borough, Board and Soccer Club shall jointly develop the requirements of the Project and the Project design shall not be considered approved until all Parties have approved the Project design.

B. Approvals: The Borough shall secure all necessary federal, state, county, and or local governmental approvals and permits for the Project as may be required, and the Board and Soccer Club shall cooperate with the Borough and to the maximum extent possible, assist the Borough in the securing of such approvals and permits.

C. Construction Documents: The Borough shall invite comment from the Board and the Soccer Club on the construction documents prepared by the Borough prior to the Borough's advertising for public bids in accordance with the requirements of the Local Public Contracts Law or otherwise procuring the goods and services for the Project.

D. Procurement: The Borough shall serve as lead agency for the Project and shall ensure that all procurement of goods and services for the Project shall be in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

2. Bid Specifications.

A. Change Orders: The Borough shall be responsible for the procurement of the goods and services for the contract, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the approval of any change orders to said contracts, the administration of the Project and the funding of the Project, in conjunction with the Board and the Soccer Club. The Borough shall inform the Board and Soccer Club in writing of any and all change orders. Any proposed change orders with a cost of five thousand dollars (\$5,000) or more, or which would materially change the Construction documents or Project Design, must be approved by an authorized representative of the Borough, Board and Soccer Club prior to being considered finally approved for implementation. If the Board or Soccer Club does not respond to a change order request for approval within two (2) business days, the Borough will consider the change order approved.

B. Local Permit Fees: The Borough will waive any fees that the Board might otherwise be required to pay for municipal approvals and/or permits.

C. Contract Administration: The Borough shall be responsible for supervising the Project design and/or construction and making payment to the contractor(s) in a manner to be approved by the Borough, Board and Soccer Club.

D. Maintenance: Subsequent to the completion of the Project, the Borough, Board and Soccer Club

shall work to develop a plan for the maintenance of the Soccer Fields and the Borough shall additionally be responsible for any and all utility costs associated therewith. The Borough, Board and Soccer Club acknowledge that overuse and use during wet conditions has compromised the integrity of the Soccer Fields historically. Accordingly, this Agreement shall require the creation of a Joint Field Maintenance Committee comprised of the Borough's Council Member in Charge of the Recreation Department or his/her designee, the Board's Athletic Director or his/her designee and the President of the Soccer Club or his/her designee. This ad hoc Joint Field Maintenance Committee shall endeavor to meet on a monthly basis including upon the opening and closing of the seasons or at any other time required to make a joint determination whether to close the fields for any reason, consideration being given to field conditions and wear and tear on the Soccer Fields. The Soccer Fields shall remain open or shall close, after inspection thereof, upon two-thirds (2/3) vote of the Committee. The Committee identified herein shall develop additional rules and regulations to assure that the Soccer Fields are adequately maintained and preserved.

E. Third Party Agreements: The Borough, Board and Soccer Club may, during the term of the Agreement, enter into an agreement or agreements with other third-party public or private entities for various purposes related to the Soccer Fields ("Third-Party Agreements"). Such Third-Party Agreements must include both the Borough, the Board and the Soccer Club, in addition to the third-party, and the Borough, Board and Soccer Club must approve each Third-Party Agreement through formal action.

3. Costs and Payment Procedures.

A. Cost Share: The Borough, Board and Soccer Club shall each be responsible for one-third (1/3) of the total costs of the Project, including engineering fees and costs as well as the costs of goods and services necessary to construct the Project up to an individual fiscal cap of \$80,000.00 per entity. The total estimated cost of the Project, as of the date of execution of this Agreement, is \$240,000.00.. Each party shall be responsible for determining, in its sole discretion, the source(s) of funding for that party's portion of the Project costs. A certification and proof of available funds for the full amount of the Project shall be provided to the Borough in advance of the any advertisement of the Project and bid. Failure of any party to provide proof of available funding to the satisfaction of the Certified Financial Officer of the Borough ("CFO") will result in the cancellation of the Project.

B. Lead Agency: The Borough shall serve as lead agency and be responsible for the Project design, in consultation with the Board and Soccer Club, the placing the contract out for bid, paying the contractor(s) constructing the Project and for the contract(s) entered into between the Borough and the contractor(s) for the construction of the Project. The Borough represents and warrants to the Board and Soccer Club that all contracts into which it enters with respect to the Project, as well as any payments that are made for work performed in the course of completing the Project, shall be made in accordance with all applicable statutes and laws governing public projects.

C. Review of Agreement, Design, Bid Specifications and Award: The Board and Soccer Club shall provide their shares of the Project funding as set forth herein to the Borough's CFO, which shall be held in a separate trust account prior to the advertisement of the bid. The Parties shall endeavor to meet immediately to review and approve this form of this Agreement as well as the Project design. The Borough shall provide a copy of the bid specifications for review and comment. The Board and Soccer Club shall have ten (10) calendar days from the date of the delivery (electronically or otherwise) to provide comments to the Borough regarding the bid specifications. Failure to do so within the required time frame shall be deemed consent by the Board and/or Soccer Club to the form and substance of the bid specifications. The Board and Soccer Club shall have twenty (20) calendar days from the date of the receipt of bids (electronically or otherwise) to provide comments to the Borough regarding the bid responses. Failure to do so within the required time frame shall be deemed consent by the Board and/or Soccer Club and the Borough will proceed with the award and utilize the funds received from the Board and Soccer Club as set forth herein.

4. **Indemnification and Insurance.**

A. **Indemnification:** The Borough assumes all liability for, and agrees to indemnify and hold the Board and its agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Borough, its agents, servants or employees related to the performance of the Borough's obligations under the terms of this Agreement. Likewise, the Board assumes all liability for, and agrees to indemnify and hold the Borough and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement.

B. **Insurance:** Both parties shall maintain full and complete liability insurance throughout the term of this Agreement and shall cause the other party to be designated on its policy as an additional insured. Said coverage limits shall be not less than the maximum amounts of liability coverage now maintained by each party.

5. **Use of the Fields.**

A. **General Usage:** The use of the Soccer Fields shall be in accordance with policies, rules and/or regulations jointly developed by the Borough, Board and Soccer Club and as agreed to by all Parties. The use of the Soccer Fields shall be based on the following schedule, which may be changed from time to time pursuant to the agreement of the Parties in writing:

B. **Board Use:** During the "Scholastic Soccer Year" (defined as August 14 of each calendar year through November 30 of each calendar year).

a. The Board shall, on each weekday during the Scholastic Soccer Year, have access to the Soccer Fields from 2:00 p.m. until 6:00 pm each day, from August 14 through November 30.

b. The Board shall, on each Saturday during the Scholastic Soccer Year, have access to the Soccer Fields from 8:00 a.m. until 1:00 p.m., unless an interscholastic athletic event has commenced on the Soccer Fields on or during said timeframe and has not concluded by 1:00 p.m. In such cases, the interscholastic event shall be permitted to conclude prior to the Borough's use of the Soccer Fields.

C. **Soccer Club Use:** During the "Recreation Soccer Club Year" (defined as August 14 of each calendar year through June 30 of each subsequent calendar year).

a. The Soccer Club shall, on each weekday during the Recreation Soccer Club Year, have access to the Soccer Fields from 6:30 p.m. until 10:00 p.m. each day.

b. The Soccer Club shall, on each Saturday during the Recreation Soccer Club Year, have access to the Soccer Fields between ~~8:30~~ 4:00 p.m. and ~~10:30~~ 10:30 p.m.

c. The Soccer Club shall, on each Sunday during the Recreation Soccer Club Year, have access to the Soccer Fields between ~~8:00~~ 8:30 a.m. and ~~10:00~~ 10:30 a.m., unless otherwise being utilized, with advance notice from the Board to the Soccer Club, by the Board.

d. The Parties agree that, for a maximum of one Sunday in total during the months of

September, October or November of each calendar year, the Board may host an official County, NJIC, NJSIAA or State interscholastic tournament game ("Tournament Game") on the Soccer Field, and in the event that such a Tournament Game is scheduled, that Tournament Game shall have priority over other events that may ordinarily be scheduled on the Soccer Fields by the Borough and/or Soccer Club during the same time as the Tournament Game. The Board agrees that it will do everything possible to provide ample notice to the Borough and the Soccer Club in writing in the event that such a Tournament Game is scheduled so that the Borough and/or Soccer Club is not unduly inconvenienced by the scheduling of such a Tournament Game. Should a Board soccer athletic team advance beyond the previously mentioned Tournament Game, and a subsequent game is scheduled on the Soccer Fields, that game shall take priority over Borough and/or Soccer Club scheduled events on the Soccer Fields during the same time as any subsequent Tournament Game.

D. During the Summer Recess: (defined as July 1 through August 14 of each calendar year).

The Soccer Fields shall be closed, unless otherwise provided for by special consent/permission issued by a majority of the three (3) members of the ad hoc Joint Field Maintenance Committee, the Soccer Fields shall be closed to afford an opportunity of rest, growth, sod renewal, maintenance and repairs.

E. During the Preseason Period: (defined as August 14 through August 31 of each calendar year).

a. The Board shall, on each weekday during the Preseason Period, have access to the Soccer Fields from 7:00 a.m. until 12:00 a.m.

b. The Board shall, on each Saturday during the Preseason Period, have access to the Soccer Fields from 7:00 a.m. until 1:00 p.m.

c. The Soccer Club shall, on each weekday during the Preseason Period, have access to the Soccer Fields from 12:00 p.m. until 10:00 p.m.

d. The Soccer Club shall, on each Saturday during the Preseason Period, have access to the Soccer Fields from 1:00 p.m. until 10:00 p.m.

c. The Soccer Club shall, on each Sunday during the Preseason Period, have access to the Soccer Fields from 8:00 a.m. until 10:00 p.m.

F. Scheduling Conflict: In the event of any scheduling conflicts, the Parties agree to work cooperatively to resolve any such conflicts through the ad hoc Joint Field Maintenance Committee.

G. Use Cooperation: The Parties agree that there will be times when either the Board or Soccer Club will not require use of the Soccer Fields when that entity may ordinarily have scheduling priority; as such, there will be a joint electronic calendar maintained by the Parties showing the then-current specific Soccer Fields usage, and the Parties will jointly prepare formal policies to allow for usage of the Soccer Fields by the Parties in a manner that maximizes their shared benefit.

H. Inclement Weather: In the event of inclement weather, whichever party is scheduled to utilize the Soccer Fields must consult with the ad hoc Field Maintenance Committee prior to making the final decision to close or allow the Soccer Fields to remain open. The Borough, Board and Soccer Club understand and agree that in order for the Soccer Fields to remain of high quality, there are times when difficult decisions will need to be made to close the Soccer Fields despite the wishes and desires of other Parties. The Parties further recognize that in order to ensure proper field maintenance, they should use their best efforts to err on the side of caution and close the Soccer Fields whenever warranted.

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A. The term of this Agreement shall commence on the date upon which the Parties have executed the Agreement as set forth below, and shall continue for a minimum of seven (7) years from the date thereof, or unless the Parties mutually consent to terminate the same.

7. Miscellaneous Provisions.

A. Potential Component Replacement: The Parties agree that the playing surface or other elements installed as part of the Project incorporate natural grass turf components and thus have a finite useful life. The Parties agree that, during the term of this Agreement, it is possible that a significant repair and/or replacement of some or all of the playing surface or other elements may be required. If repairs or replacements are necessary, and are not covered by the Borough's, Board or Soccer Club's insurance, and the Parties agree as to the necessity of such repairs and/or replacements, then the Parties shall share equally in the repair or replacement costs. If the Parties agree that the repair and/or replacement was caused solely by the actions of another party, the party which caused the necessity of the repair and/or replacement shall be solely responsible for the costs associated with such repair and/or replacement. In the event that the Parties are unable to agree as to the necessity of a repair or replacement as defined herein, the Parties agree that an appropriate third party shall be retained, at a cost to be borne equally by the Parties, to make a determination as to the necessity of such a repair or replacement, and the decision of the third-party shall be binding upon all Parties. All such repairs and/or replacements shall be made accordance with the applicable provisions of this Agreement pertaining to the initial completion of the Project.

B. Merger: This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the Parties relating to the subject matter of this agreement and constitutes the entire contract between the Parties.

C. Modification: This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

D. Waiver: No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. No party may waive any of its rights or any obligations of the other Parties or any provision of this Agreement except by an instrument in writing signed by that party.

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F. Notice: All notices pertaining to the Agreement shall be in writing, and delivered in person or sent by certified mail to the Parties at the following addresses. For the Borough: Kelly Santosusso, Borough Clerk, 625 Station Avenue, Haddon Heights, New Jersey 08035. For the Board: Joseph Cramp, Athletic Director, 316-A Seventh Avenue, Haddon Heights, New Jersey 08035. For the Soccer Club: Lee Polisano, President, P.O. Box 277, Haddon Heights, New Jersey 08035 and/or 125 9th Ave Haddon Heights, New Jersey 08035.

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H. Jurisdiction: The Superior Court of the State of New Jersey, in the County of Camden, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the Parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court. In the event of litigation, each Party waives whatever rights it may have to trial by jury in order to prevent irreparable harm from occurring that may arise from a breach or threatened breach of this Agreement.

I. Assignment: No party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of another, and any such transfer or assignment or attempt thereat shall be null and void.

J. Section Headings: Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

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L. Cooperation of the Parties: In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

M. No Third-Party Beneficiaries: This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF , the Parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:

HADDON HEIGHTS BOROUGH

Kelly Santosusso, Borough Clerk

Mayor Zachary Houck

Date: _____

WITNESS:

HADDON HEIGHTS BOE

Michael Sloan, Business Administrator

Carla Bittner, Superintendent

Date: _____

WITNESS:

HADDON HEIGHTS SOCCER CLUB

Joey Hildbold, VP, Secretary

Lee Polisano, President

Date: _____

Re: Finance Items



Christopher Morgan <cmorgan@haddonhts.com>
9/26/2022 12:56 PM

To: Debra Dimattia Cc: Debra Dimattia; Kate Russo; Zachary Houck; Steven Bach

Debbie,

The funding for the Lake St. pump house and sewer projects need to continue to move forward so they can be addressed this year. It is my understanding that this will be done, at least partially, through the

FIB. I have copied Steve Bach on this e-mail and by this copy, I am asking him to reach out to you to provide whatever information you need for those projects.

We also need to move forward with the soccer and sidewalk project. These projects should be getting funded separately from the sewer-related projects. Given the urgency of the soccer project, I am hoping to be able to take action as soon as the first meeting in October, if possible.

Please let me know if you need any additional information.

Thank you.

Chris Morgan

From: Debra Dimattia <DDimattia@haddonhts.com>

Sent: Monday, September 26, 2022 9:51 AM

To: Christopher Morgan <cmorgan@haddonhts.com>

Cc: Debra Dimattia <Debra.Dimattia@camdencommunity.com>; Kate Russo <krusso@haddonhts.com>; Zachary Houck <zmayorex034@gmail.com>

Subject: RE: Finance Items

I will reach out to Trisha to move forward. We left our last finance call with a list to be addressed with the engineers and I haven't received any information. It included funding Lake St. Pump House (by end of year) prioritizing 4 streets to move forward with next, and sewer estimates to establish a fee. Are we setting that aside for now and prioritizing below?

From: Christopher Morgan

Sent: Thursday, September 22, 2022 7:01 AM

To: Debra Dimattia <DDimattia@haddonhts.com>

Cc: Debra Dimattia <Debra.Dimattia@camdencommunity.com>; Kate Russo <krusso@haddonhts.com>; Zachary Houck <zmayorex034@gmail.com>

Subject: Finance Items

Debbie,

There are two projects that Council is looking to obtain financing for. The first item is for having sod installed at the soccer fields in town. The overall estimated cost is approximately \$200,000. However, the Borough will be sharing this cost with the school district as well as the Youth Soccer Club. Therefore it is expected that the Borough's share will be \$80,000. Councilwoman Egbert has secured a grant in the amount of \$25,000 that will be going toward this project so the overall amount that the Borough will have to fund for this project should be about \$55,000.

The second item that needs funding is the design fees for the Safe Routes To School Missing Sidewalk Grant that the Borough has received. It is expected that the design fees will cost approximately \$150,000. Therefore, the Borough will need to fund these fees as well.

Overall, we are looking fund approximately \$205,000.

Time is of the essence with regard to the soccer field project as all parties involved are hoping to have the fields completed prior to the Spring season.

Please let me know as soon as possible the best way that the Borough can finance these two projects. Should you have any general questions, please contact me. Should you have specific questions regarding

the council field project, please contact Councilwoman Egbert. Should you have specific questions regarding the Missing Sidewalk grant, please contact Councilwoman Breen.

Search

12:02 PM
10/6/2022

Debbie,

The funding for the Lake St. pump house and sewer projects need to continue to move forward so they can be addressed this year. It is my understanding that this will be done, at least partially, through the EIB. I have copied Steve Bach on this e-mail and by this copy, I am asking him to reach out to you to provide whatever information you need for those projects.

We also need to move forward with the soccer and sidewalk project. These projects should be getting funded separately from the sewer-related projects. Given the urgency of the soccer project, I am hoping to be able to take action as soon as the first meeting in October, if possible.

Please let me know if you need any additional information.

Thank you.

Chris Morgan

From: Debra Dimattia <DDimattia@haddonhts.com>

Sent: Monday, September 26, 2022 9:51 AM

To: Christopher Morgan <cmorgan@haddonhts.com>

Cc: Debra DIMattia <Debra.DIMattia@camdencounty.com>; Kate Russo <krusso@haddonhts.com>; Zachary Houck <mzayorex034@gmail.com>

Subject: RE: Finance Items

I will reach out to Trisha to move forward. We left our last finance call with a list to be addressed with the engineers and I haven't received any information. It included funding Lake St. Pump House (by end of year) prioritizing 4 streets to move forward with next, and sewer estimates to establish a fee. Are we setting that aside for now and prioritizing below?

From: Christopher Morgan

Sent: Thursday, September 22, 2022 7:01 AM

To: Debra Dimattia <DDimattia@haddonhts.com>

Cc: Debra DIMattia <Debra.DIMattia@camdencounty.com>; Kate Russo <krusso@haddonhts.com>; Zachary Houck <mzayorex034@gmail.com>

Subject: Finance Items

Debbie,

There are two projects that Council is looking to obtain financing for. The first item is for having sod installed at the soccer fields in town. The overall estimated cost is approximately \$200,000. However, the Borough will be sharing this cost with the school district as well as the Youth Soccer Club. Therefore it is expected that the Borough's share will be \$80,000. Councilwoman Egbert has secured a grant in the amount of \$25,000 that will be going toward this project so the overall amount that the Borough will have to fund for this project should be about \$55,000.

The second item that needs funding is the design fees for the Safe Routes To School Missing Sidewalk Grant that the Borough has received. It is expected that the design fees will cost approximately \$150,000. Therefore, the Borough will need to fund these fees as well.

Overall, we are looking fund approximately \$205,000.

Time is of the essence with regard to the soccer field project as all parties involved are hoping to have the fields completed prior to the Spring season. Please let me know as soon as possible the best way that the Borough can finance these two projects. Should you have any general questions, please contact me. Should you have specific questions regarding the soccer field project, please contact Councilwoman Egbert. Should you have specific questions regarding the Missing Sidewalk grant, please contact Councilwoman Russo.

Very truly yours,

Christopher Morgan

RESOLUTION R-2022: ____

RESOLUTION AUTHORIZING THE EXECUTION OF A TRI-PARTY AGREEMENT BY AND BETWEEN THE BOROUGH OF HADDON HEIGHTS, THE HADDON HEIGHTS BOARD OF EDUCATION AND THE HADDON HEIGHTS SOCCER CLUB TO SHARE COST ASSOCIATED WITH THE DEVON AVENUE FIELD IMPROVEMENTS PROJECT INCLUDING TYPOGRAPHY CORRECTION, GRADING, AND INSTALLATION OF NATURE TURF FIELDS IN THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN AND STATE OF NEW JERSEY

WHEREAS, the Borough of Haddon Heights ("Borough") located 625 Station Avenue, Haddon Heights, New Jersey 08035, the Haddon Heights Board of Education ("Board") located at 316-A Seventh Avenue, Haddon Heights, NJ 08035 and the Haddon Heights Soccer Club ("Soccer Club") with a mailing address of P.O. Box 277, Haddon Heights, New Jersey 08035 (collectively "the Parties") desire to enter into a Tri-Party Agreement to share cost associated with the Devon Avenue Field Improvements Project, including typography correction, grading, and installation of nature turf fields; and

WHEREAS, the Borough presently owns property that is in need of improvement in order to be safely used for athletics fields shared with the Board and Soccer Club located at Block 120, Lots 1, 2, 1.01, 2.01 and Block 116, Lot 1, commonly known as the Devon Avenue Complex located off of Devon Avenue in Haddon Heights, New Jersey ("Soccer Fields"); and;

WHEREAS, the Board, the Soccer Club, and the Borough desire to work together in constructing such improvements to the Soccer Fields, which will include, but not be limited to, the installation and correction of the typography, grading and installation of natural turf fields, inasmuch as it will also enhance the recreational programs which benefit the children, young adults and families residing in the Borough; and;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to share services which the entities are empowered to provide or receive within their own jurisdictions, including services incidental to the primary purposes of any of the participating public entities; and;

WHEREAS, the Borough, with the assistance of the Board and the Soccer Club, is empowered to make improvements to the Soccer Fields, to solicit bids for the construction of such improvements, and to engage contractors to make such improvements; and;

WHEREAS, the Borough, the Board, and the Soccer Club desire to jointly undertake a project to make certain improvements to the Soccer Fields, including but not limited to the installation and correction of the typography and grading and installation of natural grass turf fields to allow for multi-sport use, including but not limited to Youth and Scholastic Soccer ("the Project"); and;

WHEREAS, the Borough will jointly fund the Project with the Board and Soccer Club in order to make the Project cost effective and financially feasible for the Parties and for other consideration as described herein; and;

WHEREAS, the Parties hereto wish to memorialize the terms of their agreement in a form similar to that attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Haddon Heights, County of Camden and State of New Jersey, as follows:

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Mayor, Council President, Municipal Clerk or their respective designees are hereby authorized to execute an Agreement in a form substantially similar to that attached hereto and made a part hereof, subject to certain conditions and carry out all right, duties, and obligations to effectuate to intent of this authorizing Resolution.
3. This Agreement shall not become effective until the occurrence of the following express conditions:
 - a. A field design approved and authorized, in writing, by a licensed engineer which addresses and remediates the current typography and drainage issues associated with the Devon Avenue Fields.
 - b. Due consideration to existing weather conditions needed to install the improvements in a timely and effective manner, and if said conditions do not exist, in the opinion of the Project Engineer, then this Project shall be postponed until such time as favorable weather conditions permit its conduction to proceed.
 - c. Finalization comments by both the Board and Soccer Club in the final Agreement, containing language acceptable to the Borough Solicitor who shall authorize the approval of the execution of the Agreement expressly in writing.
 - d. Advance payment to the Borough of all funding obligation by the Board and Soccer Club prior to the issuance of the bid specifications.

Date: October 4, 2022

Zachary Houck, Mayor

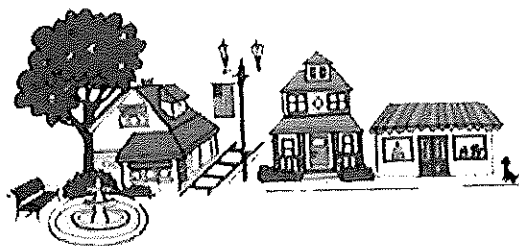
ATTEST:

Kelly Santosusso, RMC, Borough Clerk

TRI-PARTY AGREEMENT

COST SHARE AGREEMENT FOR ATHLETIC FIELDS IMPROVEMENTS AND USE REGULATIONS AT THE DEVON AVENUE COMPLEX

BOROUGH OF HADDON HEIGHTS



HADDON HEIGHTS BOARD OF EDUCATION



HADDON HEIGHTS SOCCER CLUB



**COST SHARE AGREEMENT FOR ATHLETIC FIELDS IMPROVEMENTS AND USE
REGULATIONS AT THE DEVON AVENUE COMPLEX**

THIS AGREEMENT made this _____ day of _____, 2022, by and between the Borough of Haddon Heights ("Borough") located 625 Station Avenue, Haddon Heights, New Jersey 08035 and the Haddon Heights Board of Education ("Board") located at 316-A Seventh Avenue, Haddon Heights, NJ 08035 and the Haddon Heights Soccer Club ("Soccer Club") with a mailing address of P.O. Box 277, Haddon Heights, New Jersey 08035 (collectively "the Parties").

WHEREAS, the Borough presently owns property that is in need of improvement in order to safely use for athletics fields shared with the Board and Soccer Club located at Block 120, Lots 1, 2, 1.01, 2.01 and Block 116, Lot 1 known as the Devon Avenue Complex located off of Devon Avenue in Haddon Heights, New Jersey ("Soccer Fields"); and;

WHEREAS, the Board and the Soccer Club desire to assist the Borough in constructing such improvements to the Soccer Fields, which will include, but not be limited to, the installation of grading and installation of natural turf fields, inasmuch as it will also enhance the recreational programs which benefit the children and young adults residing in the Borough; and;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, authorizes public entities to enter into a contract with each other to share services which the entities are empowered to provide or receive within their own jurisdictions, including services incidental to the primary purposes of any of the participating public entities; and;

WHEREAS, the Borough, with the assistance of the Board and the Soccer Club, are empowered to make improvements to their property, to solicit bids for the construction of such improvements, and to engage contractors to make such improvements; and;

WHEREAS, the Borough, Board and Soccer Club desire to jointly undertake a project to make certain improvements to the Soccer Fields, including but not limited to the grading and installation of natural grass turf fields to allow for multi-sport use, especially Youth and Scholastic Soccer ("the Project"); and;

WHEREAS, the Borough will jointly fund the Project with the Board and Soccer Club in order to make the Project cost effective and financially feasible and for other consideration as described herein; and;

WHEREAS, the parties hereto wish to memorialize the terms of their agreement.

NOW , THEREFORE, it is hereby agreed by and between the parties as follows:

1. **Services to Be Performed.**

A. **Design of the Project:** The Borough shall engage, to the extent necessary, a professional engineer for assistance with the design for the Project, which shall include, but not be limited to, the grading and installation of natural grass fields for multiple sports and multiple age-appropriate fields and appropriate site drainage. Said design services shall include but not be limited to plans and technical specifications for bidding purposes, as needed and/or as may be required by the Borough and/or applicable statutes and/or laws. The Borough, Board and Soccer Club shall jointly develop the requirements of the Project and the Project design shall not be considered approved until all parties have approved the Project design.

B. **Approvals:** The Borough shall secure all necessary federal, state, county, and or local governmental approvals and permits for the Project as may be required, and the Borough shall assist the Board and Soccer Club shall cooperate and to the maximum extent possible, assist in the securing of such approvals and permits.

C. **Construction Documents:** The Borough shall invite comment from the Board and Soccer Club on the construction documents prepared by the Borough prior to the Borough's advertising for public bids in accordance with the requirements of the Local Public Contracts Law or otherwise procuring the goods and services for the Project.

D. **Procurement:** The Borough shall serve as lead agency for the Project and shall ensure that all procurement of goods and services for the Project shall be in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

2. **Bid Specifications.**

A. **Change Orders:** The Borough shall be responsible for the procurement of the goods and services for the contract, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the approval of any change orders to said contracts, the administration of the Project and the funding of the Project, in conjunction with the Board and Soccer Club. The Borough shall inform the Board and Soccer Club in writing of any and all change orders. Any proposed change orders with a cost of five thousand dollars (\$5,000) or more, or which would materially change the Construction documents or Project Design, must be approved by an authorized representative of the Borough, Board and Soccer Club prior to being considered finally approved for implementation. If the Board or Soccer Club does not respond to a change order request for approval within two (2) business days, the change order is to be considered approved.

B. **Local Permit Fees:** The Borough will waive any fees that the Board might otherwise be required to pay for municipal approvals and/or permits.

C. **Contract Administration:** The Borough shall be responsible for supervising construction, and making payment to the contractor in a manner to be approved by the Borough, Board and Soccer Club.

D. **Maintenance:** Subsequent to the completion of the Project, the Borough, Board and Soccer Club shall work to develop a plan for the maintenance of the Soccer Fields, and the Borough shall additionally be responsible for any and all utility costs associated therewith. The Borough, Board and Soccer Club acknowledge that overuse and use during wet conditions has previously work to destroy the integrity of the Soccer Fields historically. Accordingly, this Agreement shall require the creation of a Joint

Maintenance Committee comprised of the Borough's Council Member in Charge of the Recreation Department or his/her designee, the Board Athletic Director or his/her designee and the President of the Soccer Club or his/her designee. This ad hoc Field Maintenance Committee shall endeavor to meet on a monthly basis including upon the opening and closing of the seasons or at any other time required to make a joint determination whether to close the fields for any reason, consideration being given to field conditions and wear and tear on the Soccer Fields. The Soccer Fields shall remain open or shall close, after inspection thereof, upon two-thirds (2/3) vote of the Committee. The Committee identified herein shall develop additional rules and regulations to assure that the Soccer fields are adequately maintained.

E. Third Party Agreements: The Borough, Board and Soccer Club may wish, during the term of the Agreement, to enter into an agreement or agreements with other third-party public or private entities, for various purposes related to the Soccer Field ("Third-Party Agreements"). Such Third-Party Agreements must include both the Borough, the Board and the Soccer Club, in addition to the third-party and the Borough, Board and Soccer Club Board must approve each Third-Party Agreement through formal action.

3. Costs and Payment Procedures.

A. Cost Share: The Borough, Board and Soccer Club shall each be responsible for one-third (1/3) of the total costs of the Project, including engineering fees and costs as well as the costs of goods and services necessary to construct the Project upon to an individual fiscal cap of \$80,000.00 per entity. The total estimated cost of the Project, as of the date of execution of this Agreement, is \$240,000.00. The Borough, Board and Soccer Club shall each be responsible for approximately \$80,000.00. Each party shall be responsible for determining, in its sole discretion, how the funding for that party's portion of the funding shall be generated. A certification and proof of available funds for the full amount of the project shall be provided to the Borough in advance of the any advertisement of this subject Project and bid. Failure to provide proof of available funding to the satisfaction of the Certified Financial Officer of the Borough ("CFO"), will result in the cancellation of the Project.

B. Lead Agency: The Borough shall serve as lead agency and be responsible for the project design, in consultation with the Board and Soccer Club, the placing the contract out for bid, paying the contractor(s) constructing the Project and for the contract(s) entered into between the Borough and the contractor(s) for the construction of the Project. The Borough represents and warrants to the Board and Soccer Club that all contracts into which it enters with respect to the Project, as well as any payments that are made for work performed in the course of completing the Project, shall be made in accordance with all applicable statutes and laws governing public projects.

C. Review of Agreement, Design, Bid Specifications and Award: The Board and Soccer Club shall provide its share of the proceeds as set forth herein, to the Borough's CFO, which shall be held in a separate trust account, prior to the advertisement of the bid. The parties shall endeavor to meet immediately to review and approve this form of Agreement as well as the project design. The Borough shall provide a copy of the bid specifications for review and comment. The Board and Soccer Club shall have ten (10) calendar days from the date of the delivery (electronically or otherwise) to provide comments to the Borough regarding the bid specifications. Failure to do so within the required time frame shall be deemed consent by the Board and/or Soccer Club to the form and substance of the bid specifications. The Board and Soccer Club shall have twenty (20) calendar days from the date of the receipt of bids (electronically or otherwise) to provide comments to the Borough regarding the bid responses. Failure to do so within the required time frame shall be deemed consent by the Board and/or Soccer Club and the Borough will proceed with the award and utilize the funds received from the Board and Soccer Club as set forth herein.

4. Indemnification and Insurance.

A. Indemnification: The Borough assumes all liability for, and agrees to indemnify and hold the Board and its agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Borough, its agents, servants or employees related to the performance of the Borough's obligations under the terms of this Agreement. Likewise, the Board assumes all liability for, and agrees to indemnify and hold the Borough and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement.

B. Insurance: Both parties shall maintain full and complete liability insurance throughout the term of this Agreement and shall cause the other party to be designated on its policy as an additional insured. Said coverage limits shall be not less than the maximum amounts of liability coverage now maintained by each party.

5. Use of the Fields.

A. General Usage: The use of the Soccer Fields shall be in accordance with policies, rules and/or regulations developed by the Borough, Board and Soccer Club as agreed to by all parties. The use of the Soccer Fields shall be based on the following schedule:

B. Board Use: During the Scholastic Soccer Year (defined as August 14 of each calendar year through November 30 of each calendar year)

a. The Board shall, on each weekday during the Soccer Year, have access to the Soccer Fields from 2:00 p.m. until 6:00 pm each day, from August 14 through November 30.

b. The Board shall, on each Saturday during the Soccer Year, have access to the Soccer Fields from 8:00 a.m. until 1:00 p.m., unless an interscholastic athletic event has commenced on the field on or during said timeframe, and has not concluded by 1:00 p.m. In such cases, the interscholastic event shall be permitted to conclude prior to the Borough's use of the Soccer Field.

C. Soccer Club Use: During the Recreation Soccer Club Year (defined as August 14 of each calendar year through June 30 of each subsequent calendar year)

a. The Soccer Club shall, on each weekday during the Soccer Year, have access to the Soccer Fields from 6:30 p.m. until 10:00 p.m. each day.

b. The Soccer Club shall, on each Saturday during the Soccer Year, have access to the Soccer Fields between 1:00 p.m. and 10:00 p.m.

c. The Soccer Club shall, on each Sunday during the Soccer Year, have access to the Soccer Fields between 8:00 a.m. and 10:00 a.m., unless otherwise being utilized, with advance notice from the Board to the Soccer Club, by the Board.

d. The parties agree that, for a maximum of one Sunday in total during the months of September, October or November of each calendar year, the Board may host an official County, NJIC, NJSIAA or State interscholastic tournament game ("Tournament Game") on the Soccer Field, and in the event that such a Tournament Game is scheduled, that Tournament Game shall have priority over other events that may ordinarily be scheduled on the Soccer Field by the Borough and/or Soccer Club during the

same time as the Tournament Game. The Board agrees that it will do everything possible to provide ample notice to the Borough and the Soccer Club in the event that such a Tournament Game is scheduled so that the Borough and/or Soccer Club is not unduly inconvenienced by the scheduling of such a Tournament Game. Should a Board soccer athletic team advance beyond the previously mentioned Tournament Game, and a subsequent game is scheduled on the Soccer Field, that game shall take priority over Borough and/or Soccer Club scheduled events on the Soccer Field during the same time as any subsequent Tournament Game.

D. During the Summer Recess: (defined as July 1 through August 14 of each calendar year)

All field shall be closed, unless other provided special consent/permission, issued by a majority of the three (3) members of the ad hoc Maintenance Committee, the fields shall be closed to afford an opportunity of growth, sod renewal and repairs. .

E. During the Preseason Period: (defined as August 14 through August 31 of each calendar year)

a. The Board shall, on each weekday during the Preseason Period, have access to the Soccer Fields from 7:00 a.m. until 12:00 a.m.

b. The Board shall, on each Saturday during the Preseason Period, have access to the Soccer Fields from 7:00 a.m. until 1:00 p.m.

c. The Soccer Club shall, on each weekday during the Preseason Period, have access to the Soccer Fields from 12:00 p.m. until 10:00 p.m.

d. The Soccer Club shall, on each Saturday during the Preseason Period, have access to the Soccer Fields from 1:00 p.m. until 10:00 p.m.

c. The Soccer Club shall, on each Sunday during the Preseason Period, have access to the Soccer Fields from 8:00 a.m. until 10:00 p.m.

F. Scheduling Conflict: In the event of any scheduling conflicts, the parties agree to work cooperatively to resolve any such conflicts through the ad hoc Field Maintenance Committee. .

G. Use Cooperation: The parties agree that there will be many times when either the Board, or Soccer Club will not need the field when that entity may ordinarily have priority; there will be a joint electronic calendar maintained by the parties showing the then-current specific field usage, and the parties will jointly prepare formal policies to allow for usage of the field by both parties in a manner that maximizes the benefit for all.

H. Inclement Weather: In the event of inclement weather, whoever is scheduled to utilize and consult with the ad hoc Maintenance Field Committee and accept advise, prior to make the final decision to close or allow the field to remain open. The Borough, Board and Soccer Club understand and agree that in order for the fields to remain of high quality there are times when difficult decision will need to be made to close the fields against the wishes and desires of others. The parties further recognize that in order to maintain proper field maintenance, they should use their best efforts to err on the side of caution and close the Devon Avenue Soccer Complex whenever warranted.

6. Term of the Agreement.

A. The term of this Agreement shall commence on the date upon which both parties have executed the agreement as set forth below, and shall continue for a minimum of seven (7) years from the date thereof,

or unless both parties mutually consent to terminate the same.

7. Miscellaneous Provisions.

A. Potential Component Replacement: The Parties agree that the playing surface or other elements installed as part of the Project incorporate natural grass turf components, and thus have a finite useful life. The parties agree that, during the term of this Agreement, it is possible that a significant repair and/or replacement of some or all of the playing surface or other elements may be required. If repairs or replacements are necessary, and are not covered by the Borough's, Board or Soccer Club's insurance, and the parties agree as to the necessity of such repairs and/or replacements, then the parties shall share equally in the repair or replacement costs. If the parties agree that the repair and/or replacement was caused solely by the actions of either party, the party which caused the necessity of the repair and/or replacement shall be solely responsible for the costs associated with such repair and/or replacement. In the event that the parties are unable to agree as to the necessity of a repair or replacement as defined herein, the parties agree that an appropriate third party shall be retained, at a cost to be borne equally by both parties, to make a determination as to the necessity of such a repair or replacement, and the decision of the third-party shall be binding on both parties. All such repairs and/or replacements shall be made accordance with the applicable provisions of this Agreement pertaining to the initial completion of the Project.

B. Merger: This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract between the parties.

C. Modification: This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

D. Waiver: No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

E. Severability: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

F. Notice: All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following addresses. For the Borough: Kelly Santosusso, Borough Clerk, 625 Station Avenue, Haddon Heights, New Jersey 08035. For the Board: Joseph Cramp, Athletic Director, 316-A Seventh Avenue, Haddon Heights, New Jersey 08035. For the Soccer Club: Lee Polisano, President, P.O. Bos 277, Haddon Heights, New Jersey 08035 and/or 125 9th Ave Haddon Heights, New Jersey.

G. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey.

H. Jurisdiction: The Superior Court of the State of New Jersey, in the County of Camden, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court. In the event of litigation, each Party waives whatever rights it may have to trial by jury in order to prevent irreparable harm from occurring that may arise from a breach or threatened breach of this Agreement.

I. Assignment: Neither party may transfer or assign any of its rights or obligations under this

Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

J. Section Headings: Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

K. Counterparts: This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

L. Cooperation of the Parties: In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

M. No Third-Party Beneficiaries: This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF , the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:

HADDON HEIGHTS BOROUGH

Kelly Santosusso, Borough Clerk

Mayor Zachary Houck

Date: _____

WITNESS:

HADDON HEIGHTS BOE

Michael Sloan, Business Administrator

Carla Bittner, Superintendent

Date: _____

WITNESS:

HADDON HEIGHTS SOCCER CLUB

Joey Hildbold, VP, Secretary

Lee Polisano, President

Date: _____

September 19, 2022
04:46 PM

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Page No: 6

Vendor # Name	PO # PO Date Description	Contract # PO Type	Amount Charge Account	Acct Type Description	Stat/chk	First Rcvd	Chk/Void	Invoice	1099
Item Description						Enc Date	Date		Excl
PS&G PSE&G Continued									
22-00792 09/16/22 PSE&G SEPT 2022 INVOICES (1)			22.76	2-01-31-435-288	R	09/16/22	09/19/22		N
5 DEVON AVE TRAF SIGNAL			11,070.93	B Street Lighting					
Vendor Total:			13,523.11						
REIRO THE RETROSPECT									
22-00789 09/16/22 LEGAL ADS 9/9			37.54	2-01-20-120-217	R	09/16/22	09/19/22	19581	N
1 9/9 INTRO ORD 2022-1523			55.90	B Clerk - Legal Advertising	R	09/16/22	09/19/22	19581	N
2 9/9 INTRO ORD 2022-1524			93.44	B Clerk - Legal Advertising					
Vendor Total:			93.44						
SANTAGO JUD SANTAGO									
22-00769 09/08/22 REFUND COMM CENTER RENTAL 10/7			450.00	2-01-55-004-001	R	09/08/22	09/19/22		N
1 REFUND COMM CENTER RENTAL 10/7				B Refund of CV Revenue					
Vendor Total:			450.00						
SISAN SEASIDE WASTE SERVICES									
22-00776 09/12/22 AUGUST 2022 TRASH COLLECTION			38,324.00	2-01-26-305-202	R	09/12/22	09/19/22	105374	N
1 AUGUST 2022 TRASH COLLECTION			500.00	B Trash - SJ Sanitation	R	09/12/22	09/19/22		N
2 8/1 FAILURE TO COLLECT			500.00	B Trash - SJ Sanitation	R	09/12/22	09/19/22		N
3 8/29 FAILURE TO COLLECT			37,324.00	B Trash - SJ Sanitation					
Vendor Total:			37,324.00						
STREET COR TRAINING, LLC									
22-00634 07/26/22 TRAINING CLASSES			225.00	2-01-25-240-231	R	07/26/22	09/19/22	99972-816-1-26E	N
1 SEIZE THE CASH CLASS - KINKLER			225.00	B Police - Training / Schools	R	07/26/22	09/19/22	99973-815-1-FA6	N
2 DARK WEB/CYBER CRIMES-KINKLER			450.00	B Police - Training / Schools					
Vendor Total:			450.00						

September 19, 2022
04:46 PM

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Page No: 7

Vendor # Name	PO # PO Date Description	Contract # PO Type	Acct Type Description	Stat/chk	First Rcvd	Chk/Void	Invoice	1099
Item Description	Amount	Charge Account			Enc Date Date	Date		Excl

USPS - POSTAL SERVICE

22-00783 09/14/22 HEIGHTS REPORT OCT/NOV 2022	619.61	2-01-20-100-511	B Heights Report	R	09/14/22	09/19/22		N
1 HEIGHTS REPORT OCT/NOV 2022								

Vendor Total: 619.61

VERIZON

22-00793 09/16/22 INTERNET SEPTEMBER 2022	129.99	2-01-31-440-216	B Regular Telephones	R	09/16/22	09/19/22		N
1 INTERNET SEPTEMBER 2022								

Vendor Total: 129.99

VERIZON

22-00794 09/16/22 SEPTEMBER 2022 PHONES (1)	40.02	2-01-31-440-216	B Regular Telephones	R	09/16/22	09/19/22		N
1 856-546-0295	77.26	2-01-31-440-216	B Regular Telephones	R	09/16/22	09/19/22		N
2 856-546-1025	54.47	2-01-31-440-216	B Regular Telephones	R	09/16/22	09/19/22		N
3 856-546-2582	15.53	2-01-31-440-216	B Regular Telephones	R	09/16/22	09/19/22		N
4 856-546-2583	163.99	2-01-31-440-216	B Regular Telephones	R	09/16/22	09/19/22		N
5 856-546-5340	40.02	2-01-31-440-216	B Regular Telephones	R	09/19/22	09/19/22		N
6 856-546-5750	391.29							

Vendor Total: 391.29

WEBBASON

22-00784 09/14/22 OFFICE SUPPLIES	12.12	2-01-20-100-311	B Office Supplies	R	09/14/22	09/19/22	232236136	N
1 PAPER	169.08	2-01-20-100-311	B Office Supplies	R	09/14/22	09/19/22	232442651	N
2 INK/TONER/CLIPS	181.20							

Vendor Total: 181.20

WILME

22-00773 09/12/22 LEGAL FEES MAY AND JUNE 2022	5,576.00	2-01-20-155-205	B Legal Contractual - Solicitor Expense	R	09/12/22	09/19/22	31233	N
1 LEGAL FEES MAY 2022	8,512.00	2-01-20-155-205	B Legal Contractual - Solicitor Expense	R	09/12/22	09/19/22	31247	N
2 LEGAL FEES JUNE 2022	14,088.00							

September 19, 2022
04:46 PM

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Page No: 8

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Acct Type	Description	Stat/Chk	First Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	date	Invoice	Excl		
WELLS MADE LONG WOOD & LONG, LLC Continued												
22-00796 09/19/22 LEGAL FEES JULY 2022	7,576.00	2-01-20-155-205	8 Legal	Contractual ~ Solicitor Expense	R	09/19/22	09/19/22		31265			N
1 LEGAL FEES JULY 2022												
Vendor Total:	21,664.00											
Total Purchase Orders:	38	Total P.O. line Items:	71	Total List Amount:	728,209.02	Total Void Amount:	0.00					

**Borough of Haddon Heights
Bill List -September 20, 2022**

Per Attached:

Current Fund
School Taxes

\$ 92,683.88
634,551.66

Grant Fund

877.92

Trust Fund

95.56

Total Per Attached

728,209.02

Payroll

Septemr 8, 2022
Current Fund
Trust Fund

85,031.31
16,327.50

Total Payroll

101,358.81

Total \$ 829,567.83

RESOLUTION 2022:161

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12

WHEREAS, the Governing Body of the Borough of Haddon Heights is subject to certain requirements of the *Open Public Meetings Act*, N.J.S.A. 10:4-6 et seq., and

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

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

- _____ (1) ***Matters required by Law to be Confidential:*** Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- _____ (2) ***Matters Where the Release of Information Would Impair the Right to Receive Funds:*** Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- _____ (3) ***Matters Involving Individual Privacy:*** Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- _____ (4) ***Matters Relating to Collective Bargaining Agreements:*** Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- _____ (5) ***Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds:*** Any matter involving the purchase, lease, or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

- _____ (6) **Matters Relating to Public Safety and Property:** Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of possible violations of the law.
- _____ (7) **Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:** Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for
1.) Matter related to Devon Avenue Field Maintenance. 2.) Matter related to Potential Fire Shared Services. Discussions are expected to be approximately ½ hr. in duration. Formal action may be taken on the foregoing items following Executive Session.
- _____ (8) **Matters Relating to the Employment Relationship:** Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.
- _____ (9) **Matters Relating to the Potential Imposition of a Penalty:** Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Haddon Heights, assembled in public session on September 20, 2022 that an Executive Session closed to the public shall be held on September 20, 2022 at approximately 7:30 pm for the discussion of matters relating to the specified item(s) designated above.

It is anticipated that the deliberations conducted in Closed Session may be disclosed to the public upon the determination of the Governing Body that public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Governing Body of the Borough of Haddon Heights at a public meeting held on September 20, 2022.

Date: September 20, 2022

Council President Christopher Morgan

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

CANCEL "b"

PROPOSAL



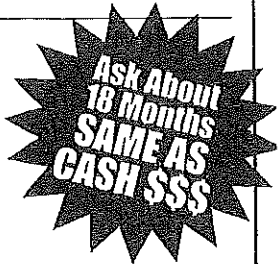
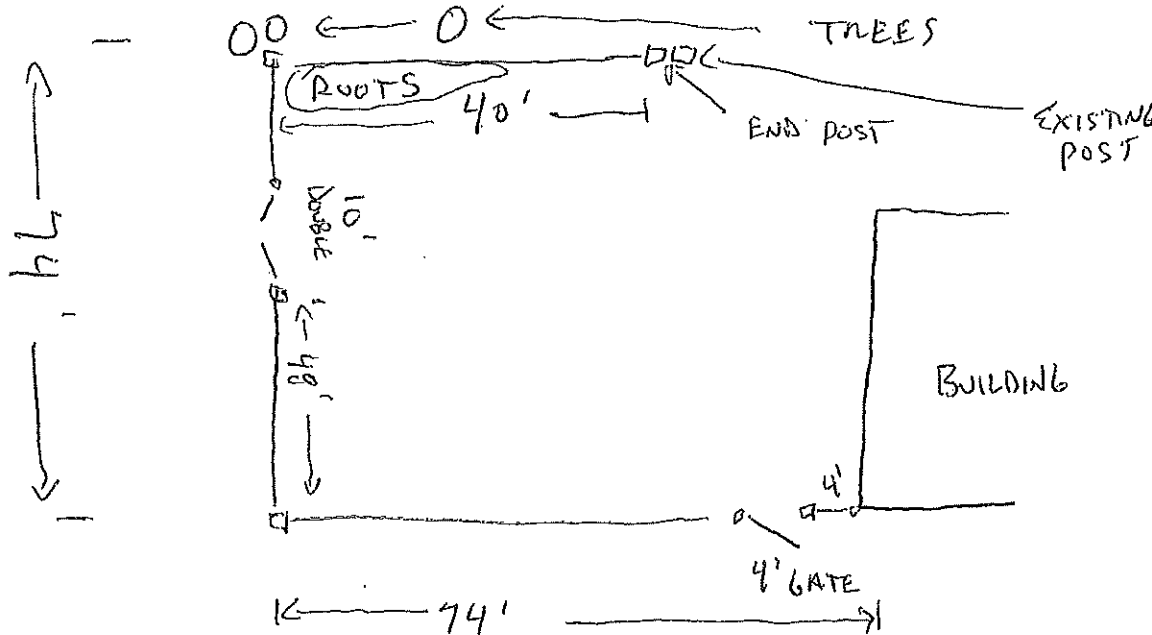
Audubon Fence, Inc.

412 Crescent Blvd. (Rte 130) • Brooklawn, NJ 08030
Phone: (856) 742-7227 • Fax: (856) 742-1777
Email: audubonfence@yahoo.com
Website: www.audubonfence.com

Date: AUG 3RD 2022

Federal Tax ID # 41-2079013
Contractor Registration # 13VH00620400

Proposal Submitted To: HADDON HEIGHTS Phone: _____
Street: 321 7TH AVE H.H. 08035 Contact Name: DAVE TARASCHI
City, State, Zip: HADDON HEIGHTS COMM CENTER Email: _____



AUDUBON FENCE, INC. IS NOT RESPONSIBLE FOR OBTAINING PERMITS OR FOR ANY UNDERGROUND SPRINKLER SYSTEMS, PIPES OR WIRING.

Fence Style: 1 3/4" SPACE PICKET Color: CEDAR Fence Height: _____ Spacing: _____
Gate Size: 4' / 10' DOUBLE Post Cap Style: GOTHIC Picket Point Style: CONVEX
☐ PVC ☐ Wood ☐ Aluminum ☐ Chainlink // Take Down ☐ YES ☐ NO Haul Away ☐ YES ☐ NO Type?

You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must either: 1) Send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested; or 2) Personally deliver a signed and dated written notice of cancellation to: Audubon Fence, Inc., 412 Crescent Blvd. (Rte. 130), Brooklawn, NJ 08030, Ph. (856) 742-7227, Fax (856) 742-1777. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

All workmanship is covered for one full year. We are not responsible for any warping, twisting or cracking of wood products. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements are contingent upon delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

I UNDERSTAND I AM RESPONSIBLE FOR OBTAINING ANY PERMITS NEEDED.

There will be a 3% fee added if paying by credit card.

We hereby propose to furnish material and labor in complete accordance with above specifications for the sum of: \$ \$6510.00

Payment as follows: 50% down with balance due on day of service unless other arrangements are made prior to start of work. Deposits are non-refundable.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. I authorized Audubon Fence, Inc. to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____ Date of Acceptance: _____

AFI Authorized Signature: Joe M. Note: This proposal may be withdrawn by us if not accepted within 5 days.

ATCO FENCE CO INC

Diane Humphries <dihumphries@atcofence.com>

Thu 9/15/2022 10:14 AM

To: Sophia Scardino <:sscardino@haddonhts.com>

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Haddon Heights Community Center Attn: Sophia Scardino
321 7th Ave
Haddon Heights, NJ

ATCO FENCE CO INC
Office quote 9/15/22

Quote # 1- Cedar
Spaced picket fence- 1" spacing
18 panels 4' x 8'
22 Pressure treated post with gothic pointed tops
All fence made dowel construction
1. Entry gate 4' x 4' - 1" spaced
2. Gates 4' x 4' to make a double drive gate
Hardware
Dig out existing fence and haul out
Delivery materials and installation \$ 4,800.00

Quote # 2
Above quote using Spaced Picket Fence with 2 ½" Spacing \$ 4,600.00

Thank you!



BOROUGH OF HADDON HEIGHTS COUNCIL WORK SESSION MINUTES

Tuesday, September 6, 2022, 7:00 pm

Mayor Houck called the meeting to Order at 7:00 pm. He then read the following statement:

"In accordance with Section 5 of the Open Public Meetings Act, Chapter 231, P.L. 1975, notice of this meeting and the Revised 2022 Annual Meetings Notice was posted on the bulletin board designed for that purpose and was transmitted to the official newspapers April 6, 2022. Notice has also been posted on the Borough website."

ROLL CALL:

Mayor Houck asked the Clerk for roll call.

Under roll call, Councilmembers Ottoson, Egbert, Philipps and Russo were present. Solicitor Howard Long, Borough Clerk Kelly Santosusso and Administrator Dave Taraschi were also present. Council President Morgan and Councilman Schreiber were absent but excused.

PLEDGE OF ALLEGIANCE:

Mayor Houck asked all to stand for the Pledge of Allegiance and a moment of silence.

PUBLIC COMMENT ON AGENDA ITEMS ONLY:

Mayor Houck opened Public Comment on Caucus and Agenda items only.

Seeing and hearing no movement or comment, Mayor Houck closed the public comment portion of the meeting.

CAUCUS WORK SESSION:

Safe Routes to School Grant

Councilwoman Russo advised we will getting the contract underway noting that Council will need to determine how the borough will move forward with funding the design phase for the \$1,200,000 *Safe Routes to School Grant* the Borough received earlier this year. Engineering Committee is discussing options which include funding through the Borough itself or take advantage of Local Design Assistance at zero cost to the Borough. Cost is between \$120,000 and \$150,000 for construction and inspection fees. Discussion ensued with Russo noting initial feedback from the State Local Aid office was that design assistance may lengthen the time for completion of the project; possibly two to three years. Council President Morgan expressed that the Borough should utilize design assistance but worth the wait but Council as a whole will need to decide. Schreiber adds terms and conditions of the grant need to be reviewed. Councilman Ottoson added that construction costs could increase significantly over a two to three year period. Russo said that we want to consult with the Finance Committee and Local Aid. Mayor suggested that we table until the CFO and funding can be decided upon.

Halloween Trick or Treating Hours

Councilwoman Egbert advised that she has had several resident inquiries regarding Trick or Treating Hours; she said she wished to bring to Council for a consensus. Clerk Santosusso added that Halloween falls on a weekday this year – in year's prior, hours have been 3 to 5 pm, with 5 to 6 pm for a dinner hour and then again from 6 to 8 pm. All members were in agreement with these hours. Santosusso advised that a Resolution designating

Halloween and curfew hours for October 30th and 31st will be prepared for the September 20th Business Meeting.

APPROVAL OF MINUTES of the August 2, 2022 Work Session Meeting

Mayor Houck asked for a motion to adopt the Minutes of the August 2, 2022 Council Work Session Meeting. Motion was moved by Council Philipps, seconded by Councilman Egbert. All members were in favor with the exception of Councilmembers Schreiber and Morgan who both abstained.

APPROVAL OF THE EXECUTIVE SESSION MINUTES of the August 2, 2022 Work Session Meeting

Mayor Houck asked for a motion to adopt the Executive Session Minutes of the August 2, 2022 Council Work Session Meeting. A motion was moved by Councilman Schreiber, seconded by Councilman Ottoson. All members were in favor with the exception of Councilmembers Schreiber and Morgan who both abstained.

PROCLAMATION Presented to Retired Chief of Police Michael C. Scardino

Mayor Houck invited retired Chief Michael Scardino and his family forward and then read the Proclamation aloud honoring 25 years of honorable service in law enforcement. Mayor Houck offered complimentary remarks

Captain Schneider presented a Plaque on behalf of the Haddon Heights Police Department detailing Chief Scardino's achievements over his 25 years in law enforcement. He offered complimentary comments and concluded by saying he has been a commendable Chief and a great friend.

Scardino thanked Mayor and Council for all of their support over the years and offered his assurance that they and the town will be in excellent hands with Captain Schneider in the role of Chief of Police. He said it has been a privilege to serve this beautiful community, he will miss his officers and is proud to be a resident of this town.

Councilmembers Philipps and Ottoson then presented a wooden plaque with Scardino's badge and the American Flag engraved to former Chief Scardino. Councilwoman Philipps said that Mayor and Council are proud and offered their appreciation of his dedicated and unwavering service to the town. She added he is one of the hardest working people she ever met.

Solicitor Long, Councilman Ottoson and Clerk Santosusso all offered admiration and congratulatory comments to Scardino.

SWEARING IN OF ACTING CHIEF OF POLICE Thomas Schneider

Mayor Houck invited Captain Thomas Schneider, his family and retired Superior Court Judge Nan Famular forward to swear Schneider in to the position of Acting Chief of Police. The Honorable Famular administered the Oath of Office to Schneider with his family looking on. Mayor Houck offered his congratulations. Acting Chief Schneider thanked Mayor and Council for their support as well as his family.

Mayor Houck thanked Superior Court Judge Nan Famular for attending and swearing in the new Chief of Police this evening.

Mayor Houck asked for a motion to recess the meeting for approximately five minutes to allow for photographs. Motion was moved by Councilman Schreiber, seconded by Councilwoman Egbert. All members in favor. 7:28 pm.

Mayor Houck asked for a motion to commence the open public meeting. Motion was moved by Councilwoman Philipps, seconded by Council President Morgan. All members were in favor. 7:36 pm

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

Mayor Houck read the following:

INTRODUCTION OF ORDINANCE 2022:1523 – AN ORDINANCE OF THE BOROUGH OF HADDON HEIGHTS ESTABLISHING PROGRAM PURSUANT TO N.J.S.A. 40A:21-1 *ET SEQ.* FOR CERTAIN EXEMPTIONS TO AND ABATEMENTS OF REAL PROPERTY TAXES IN AREAS IN NEED OF REHABILITATION OR REDEVELOPMENT

Public Hearing and Final Adoption of Ordinance 2022:1523 is scheduled for September 20, 2022 at approximately 7:00 pm.

Mayor Houck asked for a motion to Motion was moved by Councilwoman Russo, seconded by Councilwoman Philipps. Upon a roll call vote, all members voted yes.

INTRODUCTION of Ordinance 2022:1524 – Ordinance Amending and Supplementing the Code of the Borough of Haddon Heights, Chapter 233 Entitled Fire Prevention

Public Hearing and Final Adoption is scheduled for Tuesday, September 20, 2022 at approximately 7:00 pm in the Municipal Building located at 625 Station Avenue, Haddon Heights, New Jersey.

Mayor Houck asked for a motion to Introduce Ordinance 2022:1524. Motion was moved by Councilwoman Russo, seconded by Councilman Ottoson. Upon a roll call vote, all members voted yes.

Mayor Houck asked for a motion to table Resolution 2022:152 until the next meeting. Motion was moved by Council President Morgan, seconded by Councilman Schreiber. All members were in favor

Mayor Houck read 2022:154 aloud Resolutions 2022:141 through 143, 2022:145 through 2022:151, 2022:153 through 2022:154

Councilwoman Russo asked that Resolution 2022:144 be tabled until discussed during Executive Session. A motion to table Resolution 2022:144 was moved by Councilwoman Russo, seconded by Council President Morgan. All members were in favor.

Resolution 2022:141 – Resolution Appointing Thomas Schneider to the Position of Chief of Police of the Haddon Heights Police Department

Resolution 2022:142 – Resolution Extending Grace Period for 2022 Third Quarter Taxes

Resolution 2022:143 – Resolution Authorizing the Cancellation of Small Tax Balances

Resolution 2022:144 – Resolution Authorizing Salaries, Wages and Reimbursements to Be Paid To Non-Contractual Employees of the Borough of Haddon Heights Table until after Executive Session. TABLED to Executive Session.

Resolution 2022:145 – Resolution Authorizing A Shared Services Agreement By and Between The Borough of Haddon Heights and the City of Gloucester for Various Electrical Sub-Code and Construction Official Duties and Responsibilities In Accordance With N.J.S.A. 40A:65-1 et seq.

Resolution 2022:146 – Resolution Authorizing The Borough of Audubon to Purchase Sodium Chloride and Pretreated Liquid Enhanced Sodium Chloride and Pretreated Liquid Enhanced Sodium Chloride Through A Contract Award Between The County of Camden (Department of Public Works) and Atlantic Salt, Inc., Various Locations In Camden County, Under The Camden County Cooperative Pricing System, Identifier #57-CCPS

Resolution 2022:147 – A Resolution to Adopt Procedures for Administration and Inspection of Federal Aid Highway Projects

Resolution 2022:148 – Resolution Authorizing a Raffle License for St. Rose of Lima School and Parish for the Purpose of Conducting a Monetary Raffle – *September 30, 2022*

Resolution 2022:149 – Resolution Authorizing the Mayor to Execute A Shared Services Municipal Alliance 2022-2023 Agreement Between The Borough of Haddon Heights and The County of Camden in Conjunction with the Governor's Council on Alcoholism and Drug Abuse

Resolution 2022:150 – Resolution Authorizing the Mayor to Execute a Shared Services Agreement Between the Borough of Haddon Heights and the County of Camden in Conjunction with the Governor's Council on Alcoholism and Drug Abuse and the Division on Mental Health and Addiction Services – *DMHAS Youth Leadership Grant*

Resolution 2022:151 – Resolution of The Borough of Haddon Heights, Camden County Appointing Conditional Redeveloper and Authorizing Execution of A Memorandum of Understanding – *18 White Horse Pike Redevelopment, LLC*

Resolution 2022:152 – *Resolution of The Borough of Haddon Heights, Camden County Appointing Conditional Redeveloper and Authorizing Execution of A Memorandum of Understanding – Broken Ground Properties, LLC*
TABLED Mayor asked for motion to table Council President Morgan/Schreiber. All in favor.

Resolution 2022:153 – Resolution Authorizing Payment of Bills and Claims for the First Half of September

Resolution 2022:154 – Resolution A Resolution Providing For A Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. ***1. Personnel matter related to staffing. Discussion is expected to be approximately ½ hr. in duration. Formal action may be taken on the foregoing item following Executive Session.***

Solicitor Long advised Resolution 2022:154 is authorizing an Executive Session Matters related to personnel. He advised no Rice Notice was necessary as no one particular individual will be discussed.

Mayor Houck asked for a motion to adopt Resolutions 2022:141 through 143, 2022:145 through 2022:151, 2022:153 through 2022:154. Motion was moved by Councilwoman Russo, seconded by Councilwoman Philipps. Upon a roll call vote, all members present voted yes.

PUBLIC COMMENT:

Mayor Houck opened Public Comment on any matter.

Joan Rossler, 401 E. Atlantic Avenue, Kings Run – Ms. Rossler expressed concern at the condition of the old Jefferson Bank, specifically overgrown grass, brush/berm. She complained that Public Works is not maintaining. Dave Taraschi, Zoning Officer, commented that he has issued a summons for the condition of the property. Ms. Rossler also complained about the TD Bank Property. Mayor acknowledged Ms. Rossler's frustration and advised that Dave Taraschi will continue to work with the owners of Jefferson Bank and TD Bank. Mayor Houck thanked Ms. Rossler for her comments.

Seeing no further movement or comment, Mayor Houck closed the public comment portion.

Mayor Houck advised that Council will recess into Executive Session and asked the public to exit the Council Chambers until Council commences with the open public meeting. 7:46 pm

EXECUTIVE SESSION:

Following Executive Session, Mayor and Council commenced with the open public meeting at 7:54 pm. Mayor Houck asked for a motion to come out of Executive Session. Motion was moved by Councilwoman Philipps, seconded by Councilman Ottoson. All members were in favor.

Mayor Houck read the following:

Resolution 2022:144 – Resolution Authorizing Salaries, Wages and Reimbursements to Be Paid To Non-Contractual Employees of the Borough of Haddon Heights Table until after Executive Session.

Mayor Houck asked for a motion to adopt Resolution 2022:144. Motion was moved by Councilwoman Russo, seconded by Council President Morgan. Upon a roll call vote, all members voted yes.

ADJOURNMENT:

With no further business, Mayor Houck asked for a motion to adjourn the meeting. Motion was moved by Councilwoman Egbert, seconded by Councilman Philipps. All members were in favor.

7:55 pm

Respectfully submitted,

Kelly Santosusso, RMC, CMR
Borough Clerk

FW: Devon Field

Kelly Santorusso <ksantorusso@haddonhts.com>

10/17/2022 1:25 PM

To: Mayor; Christopher Morgan; Scott Schreiber; Tom Ottoson; Trisha Egbert; Regina Phillips; Kate Russo



Proposal - Devon Avenue Socce...

197.74 KB

Mayor and Council,

Please see attached Proposal from Bach Associates for Turf Improvements - Devon Avenue Soccer Fields.

Thank you.

Kelly Santorusso, RMC, CMR
Borough Clerk
Borough of Haddon Heights
625 Station Avenue
Haddon Heights, NJ 08055
(856) 547-7164 | ext. 30
ksantorusso@haddonhts.com

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From: Craig Reilly [<mailto:craigreilly@bachdesigngroup.com>]
Sent: Wednesday, September 28, 2022 3:17 PM
To: David Taraschi <d.taraschi@audubonnj.com>
Cc: Kelly Santorusso <ksantorusso@haddonhts.com>; Debra Dimattia <DDimattia@haddonhts.com>
Subject: RE: Devon Field

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Dave,



BACH Associates, P C
ENGINEERS • ARCHITECTS • PLANNERS

September 28, 2022

Borough of Haddon Heights
625 Station Avenue
Haddon Heights, NJ 08035

Attn: Dave Taraschi, Administrator

Re: Devon Avenue Soccer Fields
Natural Turf Improvements
Borough of Haddon Heights
Bach File No.: HH2022-0

Dear Mr. Taraschi:

BACH ASSOCIATES, PC has prepared this proposal at the Borough's request for the natural turf improvements within the fenced-in area of the Devon Avenue Soccer Fields along Devon Avenue, in Haddon Heights, Camden County, NJ.

It is our understanding that the Borough wishes to proceed with the preparation of bid documents and specifications suitable for public bidding for the following improvements:

- Limited localized grading to redistribute topsoil that has eroded and mounded at soccer field sideline closest to Haddon Glen Swim Club.
- Stripping of existing turf within fence line and installation of screened topsoil to fill only localized depressed areas and top dress field areas before sod installation. It is understood that the work will not include the wholesale regrading of the fields or installation of drainage facilities.
- Installation of new 4ft wide rolled tall fescue sod without pins on area inside fence line. It is understood that the existing irrigation sprinkler heads will be reset to finished grade during this process.

Prior to preparation of bid documents / specifications, our office will meet with the project stake holders which will include representatives of the Borough, Haddon Heights Board of Education, and the Haddon Heights Soccer Club to review project scope and costs. It may be determined that the available funding for the scope of improvements delineated above may warrant utilizing the add alternate bid items or a reduction in areas to receive sod.

This proposal includes updating of the site survey previously prepared by this office. This survey would serve as the basis of a new improvement plan that will be included in the bid documents / specifications.

**Proposal for Engineering Services
Devon Avenue Soccer Fields
Natural Turf Improvements
Borough of Haddon Heights, Camden County
September 28, 2022
Page 2 of 2**

Also, this proposal includes bid phase assistance and limited construction administration which would include periodic site visits to verify bid quantities are installed per contract documents and assistance in processing applications for payment.

The following delineates the proposed existing survey update and engineering fees:

• Design Engineering Fees	\$ 8,600
• Bid Phase Assistance and Limited Construction Administration	\$ <u>4,200</u>
Total Proposed Fee	\$ 12,800

Our office is prepared to begin work immediately upon authorization. As we understand that timing of the field improvements are critical, our office is prepared to complete the above delineated design services and have bid documents and specifications prepared within two weeks of authorization.

If you have any questions, comments, or if any additional information is required, please do not hesitate to contact the undersigned at (856) 546-8611.

Very truly yours,
BACH ASSOCIATES, PC



Steven M. Bach, PE, RA, PP, CME
President

cc: Council Members c/o Kelly Santosusso, Borough Clerk
Kelly Santosusso, Borough Clerk
Debra DiMattia, Borough CFO
Mark R. Basehore, Jr., PE, CME, Vice President – Engineering
Craig A. Reilly, PE, CME, Associate
Lisa E. Bach, Comptroller
Rosemarie Burke, Office Administrator

s:\hh2022 haddon heights\0 general engineering\proposal\devon avenue soccer fields - turf improvements\proposal - devon avenue soccer fields - turf improvements - 092822.doc

Fw: EXTERNALDevon Ave r Proposal



David Taraschi <dtaraschi@audubonnj.com>

10/4/2022 10:39 AM

To: Trisha Egbert; Cc: mayon, Regina Phillips; Christopher Morgan; Tom Ottoson; Kate Russo; Scott Schreiber; Kelly Santosusso

DT_RH_Rec Complex Field..
16837 KB

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T and M proposal.

Dave

From: Robert Hunter <RHunter@landmassociates.com>
Sent: Tuesday, October 4, 2022 10:31 AM
To: dtaraschi@haddonhs.com <dtaraschi@haddonhs.com>
Cc: Theresa M. Ensign <TEnsign@landmassociates.com>
Subject: EXTERNALDevon Ave Fields Proposal

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Dave,

Thank you for the opportunity to provide a proposal for the re-turfing of the Devon Avenue recreation fields. Please see our attached proposal for services associated with this project.
Understanding the time challenges with this project, we are able to start work on this immediately.

Should you have any questions or concerns, please feel free to contact me.

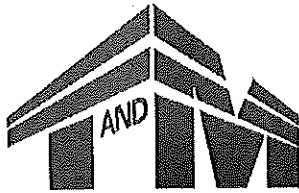
Thanks,

Bob



ROBERT HUNTER, PE
VICE PRESIDENT, OPERATIONS MANAGER
200 Century Parkway, Suite B, Mount Laurel, NJ 08054
D 856.505.3885 M 856.375.3021
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HDHB-17002

October 3, 2022

VIA EMAIL AND REGULAR MAIL

Mr. David Taraschi, Superintendent
Borough of Haddon Heights
625 Station Avenue
Haddon Heights, NJ 08035

**RE: DEVON AVENUE RECREATION COMPLEX FIELD IMPROVEMENTS
BOROUGH OF HADDON HEIGHTS, CAMDEN COUNTY, NJ**

Dear Mr. Taraschi:

T&M Associates is pleased to submit this scope and budget letter for the restoration of the soccer fields at the Borough of Haddon Heights Recreation Complex at Devon Avenue. Based on discussions with the Township and site inspections, the fields are worn and experience various areas of ponding and poor drainage. This project includes design services to re-turf two (2) of the three (3) fields (Varsity and Junior Varsity fields as listed on the Borough website). This proposal assumes that the Borough has a valid, useable survey of the complex.

In order to complete Haddon Heights' objectives, we propose the following scope of services:

TASK 1 STORMWATER MANAGEMENT AND FIELD LAYOUT/GRADING DESIGN

Utilizing the existing topographic survey, T&M shall prepare design plans and specifications for the rehabilitation of the two larger sports fields on site. The fields will be re-graded and new sod installed, along with repairs to the irrigation system. We anticipate the plans to include a cover sheet, a quantities and notes sheet, existing conditions, proposed layout and grading, and construction details.

We would request from the Township any existing mapping and information that may be available relative to utilities on site and a summary of the performance of the existing irrigation system in order to specify the necessary sprinkler system repairs.

This task shall also include the submission of a permit application to the Camden County Soil Conservation District, if required.

TASK 2 BIDDING ASSISTANCE AND CONTRACT AWARD RECOMMENDATION

T&M proposes to provide the following services as part of this task.

1. T&M will provide a bid notification for the Borough's use to advertisement the project.
2. T&M will print and distribute the contract documents, which will include final plans and specifications to prospective bidders.
3. T&M will answer questions that arise during the bidding phase of the project.



4. T&M will assist with the receipt of bids and assist with the evaluation of the bid documents, including the value of the bids, insurance certificates, bonding, etc. A detailed bid tabulation sheet will be prepared which will assist in evaluation of the bids.
5. Subject to verification of the bids, T&M will make a recommendation for award to the Township.

SCHEDULE OF FEES

All prices are fixed fees including direct expenses, based on the above outlined scope.

TASK 1	Stormwater Management and Field Layout/Grading Design	\$6,500.00
TASK 2	Bidding Assistance & Contract Award Recommendation	<u>\$2,500.00</u>
	TOTAL	\$9,000.00

This scope and budget letter includes only those tasks specifically included herein; any additional work tasks can be accomplished under separate letter. This scope and budget letter includes design of two (2) fields at this time.

We appreciate the opportunity to submit this scope and budget and look forward to working with the Township on this project. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Robert Hunter, P.E., P.P., C.M.E.
Vice President



BACH Associates, PC
ENGINEERS • ARCHITECTS • PLANNERS

September 28, 2022

Borough of Haddon Heights
625 Station Avenue
Haddon Heights, NJ 08035

Attn: Dave Taraschi, Administrator

Re: Devon Avenue Soccer Fields
Natural Turf Improvements
Borough of Haddon Heights
Bach File No.: HH2022-0

Dear Mr. Taraschi:

BACH ASSOCIATES, PC has prepared this proposal at the Borough's request for the natural turf improvements within the fenced-in area of the Devon Avenue Soccer Fields along Devon Avenue, in Haddon Heights, Camden County, NJ.

It is our understanding that the Borough wishes to proceed with the preparation of bid documents and specifications suitable for public bidding for the following improvements:

- Limited localized grading to redistribute topsoil that has eroded and mounded at soccer field sideline closest to Haddon Glen Swim Club.
- Stripping of existing turf within fence line and installation of screened topsoil to fill only localized depressed areas and top dress field areas before sod installation. It is understood that the work will not include the wholesale regrading of the fields or installation of drainage facilities.
- Installation of new 4ft wide rolled tall fescue sod without pins on area inside fence line. It is understood that the existing irrigation sprinkler heads will be reset to finished grade during this process.

Prior to preparation of bid documents / specifications, our office will meet with the project stake holders which will include representatives of the Borough, Haddon Heights Board of Education, and the Haddon Heights Soccer Club to review project scope and costs. It may be determined that the available funding for the scope of improvements delineated above may warrant utilizing the add alternate bid items or a reduction in areas to receive sod.

This proposal includes updating of the site survey previously prepared by this office. This survey would serve as the basis of a new improvement plan that will be included in the bid documents / specifications.

**Proposal for Engineering Services
Devon Avenue Soccer Fields
Natural Turf Improvements
Borough of Haddon Heights, Camden County
September 28, 2022
Page 2 of 2**

Also, this proposal includes bid phase assistance and limited construction administration which would include periodic site visits to verify bid quantities are installed per contract documents and assistance in processing applications for payment.

The following delineates the proposed existing survey update and engineering fees:

• Design Engineering Fees	\$ 8,600
• Bid Phase Assistance and Limited Construction Administration	\$ <u>4,200</u>
Total Proposed Fee	\$ 12,800

Our office is prepared to begin work immediately upon authorization. As we understand that timing of the field improvements are critical, our office is prepared to complete the above delineated design services and have bid documents and specifications prepared within two weeks of authorization.

If you have any questions, comments, or if any additional information is required, please do not hesitate to contact the undersigned at (856) 546-8611.

Very truly yours,
BACH ASSOCIATES, PC



Steven M. Bach, PE, RA, PP, CME
President

cc: Council Members c/o Kelly Santosusso, Borough Clerk
Kelly Santosusso, Borough Clerk
Debra DiMattia, Borough CFO
Mark R. Basehore, Jr., PE, CME, Vice President – Engineering
Craig A. Reilly, PE, CME, Associate
Lisa E. Bach, Comptroller
Rosemarie Burke, Office Administrator

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