

**WORK SESSION
MUNICIPAL BUILDING**

**October 9, 2018
DELRAN, NJ**

Sunshine Statement: Be advised that proper notice has been given by the Township Council in accordance with the sunshine law in the following manner. Notice advertised in the Burlington County Times and Camden Courier Post on January 16, 2018 and posted on the bulletin board on the same date.

ROLL CALL: Ms. Parejo, Mr. Burrell, Mrs. Kolodi, Mr. O'Connell and Mr. Catrambone.

ACTION MEETING

**TOWNSHIP OF DELRAN
RESOLUTION 2018 - 190**

**RESOLUTION AUTHORIZING THE TOWNSHIP OF DELRAN TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH PUBLIC SERVICE ELECTRIC AND GAS
COMPANY ("PSE&G") REGARDING PSE&G'S RESURFACING OF CERTAIN TOWNSHIP
RIGHTS OF WAY**

MOVED BY _____ SECONDED BY _____

Roll Call: Ms. Parejo, Mr. Burrell, Mrs. Kolodi, Mr. O'Connell, Mr. Catrambone

Ayes:

Nays:

Approved:

**TOWNSHIP OF DELRAN
RESOLUTION 2018-191**

**WAIVE RETURN CHECK FEE
BLOCK 169, LOT 5**

MOVED BY _____ SECONDED BY _____

Roll Call: Ms. Parejo, Mr. Burrell, Mrs. Kolodi, Mr. O'Connell, Mr. Catrambone

Ayes:

Nays:

Approved:

**TOWNSHIP OF DELRAN
RESOLUTION 2018-192**

**AUTHORIZING EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:
LITIGATION – DELRAN TOWNSHIP MOUNT LAUREL COMPLIANCE/DECLARATORY
JUDGEMENT ACTION
CONTRACT NEGOTIATIONS – EMERGENCY SQUAD**

MOVED BY _____ SECONDED BY _____

Roll Call: Ms. Parejo, Mr. Burrell, Mrs. Kolodi, Mr. O'Connell, Mr. Catrambone

Ayes:

Nays:

Approved:

WORK SESSION

1. Review Bid Report 2020 Freightliner Dump Trucks
2. Request to waive late fee for Five Below
3. Animal Control Contract
4. BURLCO JIF Issues
5. Fire Department Request
6. November Public Meeting Date
7. Homecoming Breakfast
8. Background Check Ordinance
9. Street Lights – Moriuchi Farms/Orchard Farms
10. Motion to enter into executive session to discuss the following: Litigation – Mount Laurel compliance/Declaratory Judgement Action and Contract Negotiations – Emergency Squad

TOWNSHIP OF DELRAN

RESOLUTION 2018 - 190

RESOLUTION AUTHORIZING THE TOWNSHIP OF DELRAN TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY (“PSE&G”) REGARDING PSE&G’S RESURFACING OF CERTAIN TOWNSHIP RIGHTS OF WAY

WHEREAS, PSE&G has completed the replacement of its gas mains within the cartway of either the entire length or certain designated portions of nine different Township-owned rights of way; and

WHEREAS, as a condition of approval of the Township road opening permits associated with the aforementioned gas main replacements, PSE&G is required to resurface the Township rights of way impacted by its excavation with a two-inch layer of asphalt for the half-width of the impacted right of way or portion thereof; and

WHEREAS, in lieu of completing the half-width resurfacing, PSE&G proposes to resurface the full width of the cartway for the entire lengths of Melrose Avenue, Edgewood Avenue, Fordham Street, and Howard Street; and

WHEREAS, in lieu of completing the half-width resurfacing, PSE&G also proposes to resurface the full width of the cartway for Leon Avenue (Fordham Street to 700 feet from Fordham Street), the intersection of Fordham/Baylor/Drexel, and the remaining stub portion of Baylor Street; and

WHEREAS, PSE&G will be required to post engineering inspection fees to pay for the Township Engineer’s inspection and oversight of the resurfacing and will perform the same to the satisfaction of the Township Engineer; and

WHEREAS, in exchange PSE&G would have no responsibility to conduct half-width roadway resurfacing of Baylor Street (Drexel/Fordham to Colby Street), Eight Street (Baylor Street to Chester Avenue), Brown Street (Baylor Street to 170 feet from Baylor Street), and the entire length of Lake Street; and

WHEREAS, in order to so, it is necessary for Delran Township and PSE&G to enter into a Memorandum of Understanding (“MOU”) with regard to the resurfacing to be performed, requiring PSE&G to resurface the full width on certain rights of way and absolving PSE&G of the responsibility to conduct half-width resurfacing on certain rights of way; and

WHEREAS, entering into the MOU will promote the public health, safety and general welfare of the residents of Delran Township.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Delran that:

(1) The recitations of the preamble hereto are incorporated by reference as though same were set forth fully herein at length;

(2) Delran Township is hereby authorized to enter into the attached Memorandum of Understanding; and

(3) The Council President is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the Township of Delran.

GARY CATRAMBONE,
COUNCIL PRESIDENT

JAMEY EGGERS
MUNICIPAL CLERK

Adopted: October ____, 2018

Certified to be a true copy of a Resolution adopted by the Township Council of the Township of Delran at a regularly scheduled meeting on October ____, 2018 at the Delran Township Municipal Building.

JAMEY EGGERS
MUNICIPAL CLERK

Dated:

L:\18-0098 - Delran Twp. General Legal Matters 2018\PSE&G MOU\Resolution (Authorizing MOU).docx

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TOWNSHIP OF
DELRAN AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY**

THIS DOCUMENT constitutes a Memorandum of Understanding (hereinafter referred to as “MOU”) made by and between the Township of Delran (hereinafter referred to as “Delran”) and Public Service Electric and Gas Company (hereinafter referred to as “PSE&G”), (hereinafter referred to collectively as “the parties”).

WITNESSETH

WHEREAS, PSE&G has completed the replacement of its gas mains within the cartway of either the entire length or certain designated portions of nine different rights of way owned by Delran; and

WHEREAS, as a condition of approval of the Delran road opening permits associated with the aforementioned gas main replacements, PSE&G is required to resurface Delran’s rights of way impacted by its excavation with a two-inch layer of asphalt for the half-width of the impacted right of way or portion thereof; and

WHEREAS, in lieu of completing the half-width resurfacing, PSE&G proposes to resurface the full width of the cartway for the entire lengths of Melrose Avenue, Edgewood Avenue, Fordham Street, and Howard Street; and

WHEREAS, in lieu of completing the half-width resurfacing, PSE&G also proposes to resurface the full width of the cartway for Leon Avenue (Fordham Street to 700 feet from Fordham Street), the intersection of Fordham/Baylor/Drexel, and the remaining stub portion of Baylor Street; and

WHEREAS, PSE&G will be required to post engineering inspection fees to pay for the Township Engineer's inspection and oversight of the resurfacing and will perform the same to the reasonable satisfaction of the Township Engineer; and

WHEREAS, in exchange PSE&G shall have no responsibility to conduct half-width roadway resurfacing of Baylor Street (Drexel/Fordham to Colby Street), Eight Street (Baylor Street to Chester Avenue), Brown Street (Baylor Street to 170 feet from Baylor Street), and the entire length of Lake Street.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises herein contained, it is understood by and between the parties as follows:

1. PURPOSE AND SCOPE.

The purpose of this MOU is to identify which of Delran's rights of way will be resurfaced by PSE&G, described in the attached Exhibit "A", to outline the technical standards regarding the extent and the manner in which PSE&G will conduct said resurfacing, as described in the attached Exhibit "A", and to designate the inspection fees that PSE&G is required to post for the Township Engineer's inspection and oversight of the resurfacing, as described in Exhibit "A."

2. TERM AND TERMINATION.

The term of this MOU shall be for a period commencing upon execution of the same by both parties as dated below to last until the completion of the work by PSE&G, posting of inspection fees by PSE&G, and notification to Delran and PSE&G of satisfactory inspection of the work by the Township Engineer.

3. NOTICES TO DELRAN.

All notices hereunder to Delran shall be in writing and mailed or hand-delivered to the following official:

Attn: Jamey Eggers, Township Clerk

Township of Delran

900 Chester Avenue

Delran, New Jersey 08075

4. ENTIRE UNDERSTANDING.

This MOU sets forth the entire understanding of the parties hereto with regards to the duties, responsibilities, and obligations of the parties contained herein. No amendment, change or modification of this MOU shall be valid unless the same shall be in writing and signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year written below:

Attest:

Township of Delran

Jeffrey S. Hatcher,
Administrator

Date

Ken Paris,
Mayor

Date

Attest:

PSE&G

Date

Date

EXHIBIT “A”

PSE&G has completed replacement of their gas main within the cartway of the following Delran Township streets:

1. Melrose Ave – Entire Length
2. Lake Street – Entire Length
3. Eight Street – Baylor Street to Chester Ave
4. Baylor Street – Entire Length
5. Edgewood Avenue – Entire Length
6. Fordham Street – Entire Length
7. Howard Street – Entire Length
8. Brown Street – Baylor Street to 170 Feet from Baylor Street
9. Leon Avenue – Fordham Street to 700 Feet from Fordham Street

As a condition of the approval for the road opening permits associated with the above referenced gas main replacement, PSE&G is required to complete 2” asphalt resurfacing of the half-width of the impacted roads or portions thereof.

In lieu of completing only half-width resurfacing, PSE&G agrees to complete full width resurfacing on the following streets:

1. Melrose Avenue – Entire Length
2. Edgewood Avenue – Entire Length
3. Fordham Street – Entire Length
4. Howard Street – Entire Length
5. Leon Avenue – Fordham Street to 700 Feet from Fordham Street
6. Intersection of Fordham/Baylor/Drexel and remaining stub portion of Baylor Street

PSE&G will have no further responsibility to conduct roadway half-width resurfacing of the following:

1. Baylor Street – Drexel/Fordham to Colby Street
2. Eight Street – Baylor Street to Chester Ave
3. Brown Street – Baylor Street to 170 Feet from Baylor Street
4. Lake Street – Entire Length

PSE&G will be required to post engineering inspection fees in the amount of \$2,500 to allow for engineering oversight of their work activity. PSE&G must supply adequate resident notice and complete the 2” roadway resurfacing to the reasonable satisfaction of the Township Engineer.

**TOWNSHIP OF DELRAN
RESOLUTION 2018-191**

**WAIVE RETURN CHECK FEE
BLOCK 169, LOT 5**

Whereas, the Township of Delran Tax Office received a check for payment of taxes in the amount of \$2,170.00 for Block 169 Lot 5, 154 Fox Chase Drive Check #2485 on September 19, 2018, and

Whereas, the owner had mailed the check prior to the end of the grace period but we had not received it as of September 12, 2018, and it was assumed to be lost in the mail, and

Whereas, the owner wrote a new check on September 16 to cover the August quarter and also stopped payment on the original check, and

Whereas, the original check #2485 was received on September 19, 2018 and posted causing the bank to return it as “stopped payment”, and

Whereas, the property owner is asking the \$20.00 return check fee be waived because the original check was not received in a timely manner and he stopped payment on it, and

Now therefore, be it resolved that the \$20.00 return check is waived on Block 169 Lot 5, 154 Fox Chase Drive.

Dated: October 9, 2018

Township Clerk

Gary Catrambone, Council President

**TOWNSHIP OF DELRAN
RESOLUTION 2018-192**

**AUTHORIZING EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:
NEGOTIATIONS – EMERGENCY SQUAD SERVICES**

WHEREAS, N.J.S.A. 10:4-6 et seq. (Open Public Meeting Act) provides for the exclusion of the public from public meeting for certain reasons; and

WHEREAS, it is necessary to close the work session meeting of October 9, 2018, for the following reason:

1. Litigation – Mount Laurel compliance/Declaratory Judgement Action
2. Contract Negotiations – Emergency Squad

NOW, THEREFORE, BE IT RESOLVED that the meeting is closed for the reasons above in accordance with the Open Public Meeting act.

Dated: October 9, 2018

Jamey Eggers
Township Clerk

Gary Catrambone
President of Council