

CINNAMINSON TOWNSHIP COMMITTEE
AGENDA
October 7, 2013

The Regular Work Session meeting is being held at 7:30 p.m. in the Municipal Building, 1621 Riverton Road, Cinnaminson, NJ, 08077. This meeting is being held in accordance with the "Open Public Meetings Act," P.L. 1975 c.231, having been advertized in the Burlington County Times on January 8, 2013.

Mayor Young Pledge of Allegiance

Nick Tocco's Contract

Old Business

Shared Services w/M'town

Road opening permits and utility coordination

Document Scanning - Phase 2

New Business

Municipal Park Grant

Best Practices Survey

Bowman - support for balance of year

Comments on Consent Agenda only

Consent Agenda

Resolution 2013-151 Authorizing Execution of MOA with NJ Office of Emergency Management

Resolution 2013-152 Refunding interest on 3rd qtr. Taxes to Albertson (Acme)

Resolution 2013-153 Award E-ticket System for Police Cars

Resolution 2013-154 Appoint Interim Administrator - Michael P. King

Resolution 2013-155 Extending the Shared Services Agreement w/Riverton Borough for the Disposal of Leaves

Resolution 2013-156 Authorizing the execution of the MOU for CPA police and supervisors

Resolution 2013-157 Authorizing execution of the Shared Service Agreement with Moorestown for the use of our Court Room

Resolution 2013-158 Authorizing on-line auction to sell surplus Municipal Vehicles

Resolution 2013-159 Amending Resolution 2012-84A Award of Contract to McGillin

Motion to Authorize vacation carryover for Director King per letter of 10/1/13

Motion to Authorize Township Engineer to go out for and accept RFP's for the Wood Park Tennis Court project

End of Consent Agenda

Bill List

Comments from the public

Comments from Committee

Closed Session

Adjourn meeting

ENGAGEMENT CONTRACT

CFO TRAINING

THIS AGREEMENT between the Township of Cinnaminson, a municipal corporation of the State of New Jersey, with its principal offices located at 1621 Riverton Road, Cinnaminson, New Jersey, County of Burlington, State of New Jersey, hereinafter referred to as "Municipality," and Robert P. Nehila Jr., Registered Municipal Accountant, of the firm **BOWMAN & COMPANY LLP**, with its principal office located at 601 White Horse Road, Voorhees, New Jersey, hereinafter referred to as "Accountant."

IT IS MUTUALLY AGREED between the parties to this contract that:

SECTION 1. SCOPE. The Accountant shall perform training of the acting Chief Financial Officer "CFO". Under the terms of this contract the Accountant shall train the Acting CFO in the following but not limited to:

1. Review finance-related resolutions and provide samples
 - a. Chapter 159's
 - b. Transfers
 - c. Cancelations of balances, when necessary
2. How to detect actual or potential over-expenditures and transfer funds as necessary
3. How to identify Ch. 159's, how to prepare the paperwork and how to set them up in Edmunds
4. Basic maintenance of the general ledger throughout the year
5. Setting up new Capital Ordinances
6. Preparing an Adopt/Amend batch in Edmunds
7. How to issue 1099's
8. Interlocal Billing, if applicable
9. Review bank reconciliations and determine that they agree to the General Ledger
10. Maintenance of Developers Escrow funds
11. How/when to monitor cash flow
12. Discuss fixed assets requirements and how they could them in General Ledger
13. Discuss and illustrate CFO's role in conducting a BAN sale
14. Discuss pension/IROC issues
15. Discuss the CFO's role in the annual budget
16. Review Corrective Action Plan requirements and how to prepare one
17. CCO Annual Report – when to prepare it and how to prepare it
18. Discuss monitoring of grants receivable and staying on top of reimbursable grants
19. Requirements employee share of Health Benefits
20. Preparation of the ADS
21. Maintaining a Payroll Deductions Payable Analysis

The Accountant shall perform such training two times per week totaling approximately 8 hours per week.

The Accountant shall also be available for questions via phone call or email.

ENGAGEMENT CONTRACT (CONT'D)

SECTION 2. COMPENSATION. The Municipality agrees to pay to the Accountant, upon presentation of appropriate vouchers, all charges for services rendered. The Accountant may, at his discretion, present vouchers, from time to time, as the work progresses. The fee shall be at the standard hourly rates of those individuals assigned to the training. It is anticipated that Sharon Smith CPA, RMA, CMFO of Bowman & Company LLP, will perform the majority of the training at an hourly rate of \$126 per hour. It is anticipated that the total number of hours for training through December 31, 2013 will be 95 hours, or a total of \$11,970.

SECTION 3. INSURANCE/INDEPENDENT CONTRACTOR. The Accountant shall maintain during the term of this contract insurance coverage or a plan of self-insurance to save the Municipality harmless from legal actions resulting from unlawful or negligent acts or acts of omission committed by the Accountant or his employees while performing authorized work for the Municipality.

SECTION 4. TERM OF CONTRACT. The term of this contract shall be from the execution of the contract through December 31, 2013.

SECTION 5. AFFIRMATIVE ACTION. During the performance of this contract, the contractor agrees as follows:

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

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

C. The Accountant or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Accountant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

E. The Accountant or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to section N.J.A.C. 17:27-5.2.

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

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

ENGAGEMENT CONTRACT (CONT'D)

SECTION 5. AFFIRMATIVE ACTION (CONT'D).

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report From AA302

J. The Accountant and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

SECTION 6. MEDIATION. In the unlikely event that a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

IN WITNESS WHEREOF, the parties agree that the foregoing correctly sets forth the understanding of the Township of Cinnaminson and Bowman & Company LLP.

Township of Cinnaminson

By: _____

Attest: _____

Date: _____

Bowman & Company LLP:

By: RPJ
Robert P. Nehila Jr.,

Attest: Nora Brickley

Date: 10/3/13

**TOWNSHIP OF CINNAMINSON
RESOLUTION 2013-158**

**AUTHORIZING AN ON-LINE AUCTION TO SELL
SURPLUS MUNICIPAL VEHICLES**

WHEREAS, the Local Unit Technology Pilot Program and Study Act, P.L. 2001, c. 30, authorizes the Department of Community Affairs, Division of Local Government Services ("Division") to waive various provisions of the Local Public Contract Law to assist municipalities in selling surplus personal property no longer needed for public use through on-line actions; and

WHEREAS, the Division has approved internet-based vendors for online auctions of surplus personal property including eBay.com, GovDeals.com, PropertyRoom.com and usgovbid.com because these vendors have met the requirements of the Division to offer their services for selling municipal personal property online, including acquiring Business Registration Certificates; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36, the governing body must pass a Resolution authorizing the sale identifying certain items as noted below and must further hold such sales not less than seven (7) days or more than fourteen (14) days after the latest publication of advertisement.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Cinnaminson, County of Burlington, State of New Jersey, that:

1. The surplus property identified in the attached Exhibit A and incorporated herein is no longer needed for public use. The list includes vehicle identification numbers, makes, models and mileage information.
2. The Township will sell the surplus through an online auction using GovDeals.com found at www.GovDeals.com.
3. This surplus sale is being conducted pursuant to Local Finance Notice 2008-9.
4. The terms and conditions of the agreement entered into with GovDeals.com are available on the vendor's website and available in the Township Clerk's Office.
5. The Division does require that a copy of this Resolution be sent to it for of the municipal use of GovDeals.com, rather than any other vendor, because of GovDeals.com's operates under State Contract A70967.
6. The Township shall advertise the auction in a legal newspaper advertisement in the *Burlington County Times* and shall include, at minimum, (1) an announcement that the sale is being held on-line; (2) include the internet address for GovDeals.com; (3) include a general description for the personal property to be sold; and (4) include a statement that bidders must pre-register with GovDeals.com.
7. The Township authorizes GovDeals.com to continue or re-open a sale after the close of the auction in the event the minimum reserve price was not met and those bidders who participated in the original bid must be notified of the continuance or re-opening.

CINNAMINSON TOWNSHIP COMMITTEE

Certified to be a true copy of a resolution adopted by the Cinnaminson Township Committee on the 21st day of March, 2011.

Pamela McCartney, Township Clerk

NOTICE OF SALE OF PROPERTY

Please be advised that the Cinnaminson Twp. Police Department and Cinnaminson Department of Public Works in the Township of Cinnaminson, County of Burlington, shall conduct a sale of surplus property online. The address of the auction site is govdeals.com. The surplus property is being sold in an "as-is" condition without express or implied warranties.

The online auction will be held on Oct 16, 2013 starting at 6:00 p.m. and the surplus property being sold is as follows:

1994	Jeep Cherokee	Mileage: 122,351	VIN: 1J4FJ67S4RL126143
2002	Hyundai Sonata	Mileage: 100,267	VIN: KMHWF25HX2A685
2002	Jeep Liberty	Mileage: 112,500	VIN: 1J4GL48K02W260931
1991	GMC Safari Van	Mileage 181,800	VIN: 1GKDM19Z3MB507048
1993	BMW 325	Mileage: 100,000	VIN: WBACB4314PFL10756
1992	Mercury Topaz	Mileage: 167,746	VIN: 1MEPM37U1NK649376
1999	Pontiac Grand Am	Mileage: 53,758	VIN: 1G2NE12T5XM717604
1996	Hyundai Sonata	Mileage: 78,767	VIN: KMHJF24M8TU210561
1998	Pelican Sweeper	VIN: P2971D	
1994	Pelican Sweeper	VIN: P1603D	
1998	Tarrant Leaf Picker		
	Snap On Tire Machine		
	Mighty Bite Hyrdolic Bucket		
	Mighty Bite Hydrolic Bucket		
	Mighty Bite Hydrolic Bucket		
	Vermeer Chipper		

All bidders must pre-register with GovDeals at govdeals.com.

The successful bidder shall be required to execute a hold harmless and indemnification agreement.

The Cinnaminson Police Dept. and Public Works Dept. reserves the right to accept or reject any bids submitted.

The Cinnaminson Twp. Police Department
Township of Cinnaminson, County of Burlington

TOWNSHIP OF CINNAMINSON

RESOLUTION 2013-159

**RESOLUTION AMENDING RESOLUTION 2012-84A AWARDING
ARCHITECTURAL SERVICES CONTRACT FOR DESIGN
IMPROVEMENTS TO MEMORIAL PARK**

WHEREAS, by Resolution 2012-84A, the Township Committee awarded a contract, following solicitation of proposals, for architectural and accessibility improvement design to the public structure at Memorial Park; and

WHEREAS, said contract was awarded in the amount of Fourteen Thousand Six Hundred Seventy Dollars (\$14,670.00), plus reimbursable expenses, based upon the terms of a Request for Proposal dated April 24, 2012; and

WHEREAS, thereafter, said contract was amended to increase same to allow an additional One Thousand Dollars (\$1,000.00) of services to be provided to the Township as needed by the Township Engineer; and

WHEREAS, the Township Engineer has indicated to the Township Committee that additional services may be needed; and

WHEREAS, said One Thousand Dollars (\$1,000.00) was awarded as part of a proposal dated December 29, 2012 by McGillin Architecture, Inc., the contractor awarded under Resolution 2012-84A; and

WHEREAS, McGillin Architecture, Inc. has indicated that it is still willing to abide by the terms of the December 29, 2012 proposal, and the Township Engineer has certified to the Township Committee that he is in need of those services; and

WHEREAS, that the Township's Chief Financial Officer certifies that funds are available to award a Not to Exceed Four Thousand One Hundred Twenty Dollars (\$4,120.00)


Change Order to said contract.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Cinnaminson, County of Burlington, State of New Jersey, that McGillin Architecture, Inc. is hereby awarded a contract to continue to assist the Township Engineer and the Township with regard to certain improvements at Memorial Park, in accordance with the proposal dated December 29, 2012, it being recognized the One Thousand Dollars (\$1,000.00) has already been paid towards that contract, leaving Four Thousand One Hundred Twenty Dollars (\$4,120.00) worth of services to be provided.

CINNAMINSON TOWNSHIP COMMITTEE

CERTIFICATION

I, Julia Edmondson, Chief Financial Officer of the Township of Cinnaminson, certify that funds are available for this contract in account # C-04-12-008 014 in the amount of \$ 4120.00.



Julia Edmondson
Chief Financial Officer

Certified to be a true copy of a resolution adopted by the Cinnaminson Township Committee on the _____ day of _____, 2013.

Pamela McCartney, RMC, CMR, Township Clerk