

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2022-R-69

AUTHORIZE UNIFORM CONSTRUCTION CODE FEE SCHEDULE

WHEREAS, the Township has entered into a shared service agreement with the Borough of Haddonfield for Construction Code Office Services; and

WHEREAS, pursuant to N.J.A.C. 5:23- 4.17 (e), when municipalities enter into a shared service agreement for construction administration and enforcement, there shall be one uniform fee schedule; and

WHEREAS, Maple Shade Township has agreed to adopt the fee schedule established by the Borough of Haddonfield to establish a uniform fee schedule.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Maple Shade that the Township hereby adopt the fee schedule for Construction Code services attached hereto as Exhibit A.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on March 10, 2022.

Andrea T. McVeigh, Township Clerk

DATE: March 10, 2022

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Kauffman			x			
Schmidt						x
Volpe		x	x			
Wiest	x		x			
Nunes			x			

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2022-R-70

AUTHORIZE INTERLOCAL SERVICES AGREEMENT BETWEEN THE BURLINGTON COUNTY SOIL CONSERVATION DISTRICT AND MAPLE SHADE TOWNSHIP FOR STORMWATER MANAGEMENT FACILITY INSPECTION & OTHER RELATED SERVICES

THIS AGREEMENT is dated March 10, 2022 by and between the BURLINGTON COUNTY SOIL CONSERVATION DISTRICT, a public body corporate and politic of the State of New Jersey, with a mailing address for its administrative offices at 1971 Jacksonville-Jobstown Road, Columbus, New Jersey 08022 (hereinafter referred to as the "District") and the government of MAPLE SHADE TOWNSHIP, a public entity of the State of New Jersey with principal administrative offices at 200 Stiles Avenue, Maple Shade, New Jersey owner of land developed as storm water management facilities located within Maple Shade Township (herein after "Municipality");

WHEREAS, the District can provide the necessary services to inventory and inspect for maintenance issues stormwater management facilities located within the Municipality (See Attached Scope of Work); and

WHEREAS, the Municipality desires that the District provide such services; and

WHEREAS, the District and the Municipality have the legal authority to enter into this agreement, pursuant to N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties, intending to be legally bound, agree as follows:

1. Representations of the District:

- A. The District is duly organized and validly existing under the laws of the State of New Jersey and is duly qualified and authorized to perform under the terms and conditions of this agreement;
- B. The terms of this agreement do not conflict with any agreement of the District that would impair the ability of the District to perform under the terms and conditions of this agreement.

2. Representations of the Municipality:

- A. The Municipality is duly organized and validly existing under the laws of the State of New Jersey and is duly qualified and authorized to perform under the terms and conditions of this agreement;
 - B. The terms of this agreement do not conflict with any agreement of the Municipality that would impair the ability to perform under the terms and conditions of this agreement.
3. This Agreement shall commence on March 15, 2022 and terminate as of December 31, 2022. Thereafter, the parties to this agreement may extend it for additional one (1) year periods upon the adoption of conforming resolutions and subject to the Municipality appropriating funds.
4. In the event the District is prevented from carrying out its obligations under this Agreement due to any law, administrative ruling, judgment, lawsuit, act of God, strike, lock-out or for any other reason beyond the control of the District, the District may terminate this Agreement immediately and, as of such termination, the terms and conditions set forth in this agreement shall be inapplicable, and the District shall have no further liability and/or obligation to the Landowner.
5. Should the Municipality violate any term or condition of this Agreement, or should the Municipality petition a court for bankruptcy protection, liquidation and/or receivership, or should the District be compelled by law to do so, the District reserves the right to terminate this Agreement immediately and without written notice to the Municipality. If so terminated, the District shall have no further liability and/or obligation to the Municipality.
6. During the term of this Agreement the Municipality agrees to cooperate with the District in identifying, inventorying and inspecting stormwater management facilities and shall allow and provide unfettered access to the basins on the subject property(ies).
7. For the inspection services to be performed by the District, the Municipality agrees to pay the District \$75.00 per inspection of each stormwater management facility. For additional services to be performed by the District including, but not limited to, GPS locating, mapping and the research of additional stormwater management facilities, the Municipality agrees to pay the District's hourly rate of \$100.00. Payment shall be made within thirty (30) days of the District providing the Municipality with a completed invoice or voucher.
8. The services to be provided are authorized in an amount not to exceed \$10,000.00 as appropriated by the Municipality.
9. The Municipality agrees to indemnify, save and hold harmless the District from all costs, claims, losses, lawsuits or judgments arising out of the Municipality's negligent acts or omissions relating to this Agreement or to the Municipality's

breach of this Agreement. The District agrees to indemnify, save and hold harmless the Municipality from all costs, claims, losses, lawsuits or judgments arising out of the District's negligent acts or omissions relating to this Agreement or to the District's breach of this Agreement.

10. This Agreement shall bind the successors and/or assigns of each party.
11. This Agreement shall be interpreted under the laws of the State of New Jersey.
12. This Agreement shall become effective after both parties comply with the provisions set forth in N.J.S.A. 40A:65-1 et seq.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on March 10, 2022.

 Andrea T. McVeigh, Township Clerk

DATE: March 10, 2022

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Kauffman			x			
Schmidt						x
Volpe		x	x			
Wiest	x		x			
Nunes			x			

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2022-R-71

RESOLUTION APPOINTING JAYNE EASTWICK AS DEPUTY TAX COLLECTOR TO COMMENCE MARCH 1, 2022

WHEREAS, there exists a vacancy in the office of the Deputy Tax Collector in the Township of Maple Shade; and

WHEREAS, Jayne Eastwick has obtained her Tax Collector certificate as required by N.J.S.A. 40A:9-145.2; and

WHEREAS, the Township Council finds Jayne Eastwick to possess the necessary qualifications to hold the office of Township Deputy Tax Collector.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Maple Shade, in the County of Burlington and State of New Jersey, as follows:

1. That the Township Council hereby appoints Jayne Eastwick to fill the Position of Deputy Tax Collector commencing March 1, 2022.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on March 10, 2022.

Andrea T. McVeigh, Township Clerk

DATE: March 10, 2022

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Kauffman			x			
Schmidt						x
Volpe		x	x			
Wiest	x		x			
Nunes			x			

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2022-R-72

RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS IN COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND'S CYBER RISK MANAGEMENT PLAN'S TIER 3 REQUIREMENTS

WHEREAS, the Township of Maple Shade is a member of the Professional Municipal Management Joint Insurance Fund (PMMJIF) which secures insurance protection through the New Jersey Municipal Excess Liability Joint Insurance Fund (NJMEL); and

WHEREAS, through its membership in the PMMJIF, the Township of Maple Shade enjoys cyber liability insurance coverage to protect the Township of Maple Shade from the potential devastating costs associated with a cyber related claim; and

WHEREAS, in an attempt to prevent as many cyber related claims as possible, the NJMEL developed and released to its members the NJMEL Cyber Risk Management Plan; and

WHEREAS, the NJMEL Cyber Risk Management Plan outlines a set of best practices and standards broken out into Tier 1, Tier 2 and Tier 3 standards that if adopted and followed will reduce many of the risks associated with the use of technology by the Township of Maple Shade; and

WHEREAS, in addition to the reduction of potential claims, implementing the best practices and standards will enable the Township of Maple Shade to claim a reimbursement of a paid insurance deductible in the event the member files a claim against the Township of Maple Shade's cyber insurance policy, administered through the PMMJIF and the Municipal Excess Liability Joint Insurance Fund;

NOW THEREFORE BE IT RESOLVED, that the Township of Maple Shade does hereby adopt the following best practices and standard, a copy of which is attached hereto and incorporated herein by reference, in accordance with Tier 3 of the NJMEL Cyber Risk Management Plan:

- Server Security
- Limiting Access Privileges
- Acceptable Use of Internet and Email
- Protection of Data
- Passwords Policy
- Appropriate level of Technology Support
- Leadership has Expertise to Support Technology Decision Making

AND, BE IT FURTHER RESOLVED, that a copy of this resolution along with all required checklists and correspondence be provided to the NJMEL Underwriter for their consideration and approval.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council of the Township of Maple Shade, County of Burlington and State of New Jersey at a meeting held March 10, 2022.

Andrea T. McVeigh, Township Clerk

DATE: March 10, 2022

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Kauffman			x			
Schmidt						x
Volpe		x	x			
Wiest	x		x			
Nunes			x			

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2022-R-73

RESOLUTION AMENDING CASH MATCH FOR STEWARDSHIP GRANT FROM NEW JERSEY URBAN & COMMUNITY FORESTRY

WHEREAS, pursuant to Resolution 2022-R-42, the Township accepted a stewardship grant award in the amount of \$10,987.50 from the New Jersey Urban and Community Forestry Program of NJDEP to assist with the implementation of the Township’s Community Forestry Management Plan; and

WHEREAS, as required by the grant, the Township provided matching funds in the amount of \$3,662.50; and

WHEREAS, the Township has been advised that the matching funds should be reduced to \$2,747.00.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Maple Shade, County of Burlington, that the Chief Financial Officer is hereby directed to reduce the matching funds for the Stewardship Grant from the New Jersey Urban and Community Program from \$3,662.50 to \$2,747.00.

CERTIFICATION

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 Andrea T. McVeigh, Township Clerk

DATE: March 10, 2022

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Kauffman			x			
Schmidt						x
Volpe		x	x			
Wiest	x		x			
Nunes			x			