

TOWNSHIP OF BORDENTOWN

TOWNSHIP COMMITTEE REGULAR MEETING AGENDA

DATE: FEBRUARY 12, 2018 TIME: 6:30 P.M. MEETING ROOM, MUNICIPAL BUILDING

ATTENDANCE: PRESENT ABSENT

_____	_____	Mayor Benowitz
_____	_____	Deputy Mayor Fuzy
_____	_____	Committeeman Holliday
_____	_____	Committeeman Kostoplis
_____	_____	Committeeman Mason
_____	_____	Michael Theokas, Administrator
_____	_____	Township Clerk Eckert
_____	_____	Attorney Fahey
_____	_____	Chief Financial Officer Elsasser

1. Salute to the flag and moment of silence.
2. Roll Call.
3. Open Public Meeting Announcement:

In compliance with the Open Public Meetings Act, adequate notice of this meeting was provided in the following manner:

On January 11, 2018, advance written notice of this meeting was posted on the bulletin board opposite the main entrance to the meeting room in the Municipal Building; was faxed to the BURLINGTON COUNTY TIMES and THE TIMES; was filed with the Clerk of Bordentown Township; and was mailed to all persons who requested and paid for such notice.

4. The proceedings of this meeting, which are open to the public, are being electronically recorded. Requisite minutes are kept for all meetings, whether open or closed to the public.
5. Resolution to meet in closed session:

BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby recess this Regular Meeting to meet in Closed Session for the purpose of discussing:

- Purchase of Real Property – Contract Negotiations.
- Twp. Engineer Professional Contract Matter – 2017 Road Program.
- Construction Office Personnel Matter.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Committee that the public interest will no longer be served by such confidentiality.

6. APPOINTMENT OF MEMBERS TO ENVIRONMENTAL COMMISSION:

In accordance with N.J.S.A. 40:56A-1 et seq and Section 2-18 of the Revised General Ordinances of the Township of Bordentown, I, Stephen Benowitz, as Mayor, do hereby make the following appointments to the Environmental Commission:

Aleah Hosszu

Unexpired term to 12/31/19

7. Administrative Review

- a. Review of agenda
- b. Review of correspondence

CONSENT AGENDA ITEMS:

- a. Township Committee review and discussion of Consent Agenda Items.
 - b. Questions or comments from the audience on consent agenda items.
 - c. Motion, Second and Roll Call to adopt Resolutions #2018-43-8 through #2018-43-21.
8. Resolution #2018-43-8 entitled APPROVING THE TRANSACTION OF ITEMS OF ROUTINE BUSINESS: PAYMENT OF BILLS.
9. Resolution #2018-43-9 entitled APPROVING THE TRANSACTION OF ITEMS OF ROUTINE BUSINESS: MINUTES OF MEETINGS.
10. Resolution #2018-43-10 entitled REDUCTION OF PERFORMANCE GUARANTEE, BORDENTOWN WATERFRONT COMMUNITY, LLC, RIVERGATE BOULEVARD, BLOCK 140, LOT 5-8.
11. Resolution #2018-43-11 entitled AUTHORIZING REFUND OF TAX SALE PREMIUM.
12. Resolution #2018-43-12 entitled AUTHORIZING REFUND OF TAX SALE PREMIUM.
13. Resolution #2018-43-13 entitled REFUND OF ESCROW BALANCE FOR DEVELOPMENT APPLICATIONS.
14. Resolution #2018-43-14 entitled AUTHORIZING REFUND OF OVERPAYMENT OF TAXES.
15. Resolution #2018-43-15 entitled A RESOLUTION ESTABLISHING THE HOURLY RATE TO BE CHARGED FOR EXTRAORDINARY POLICE SERVICES REQUESTED FROM THE TOWNSHIP OF BORDENTOWN.
16. Resolution #2018-43-16 entitled RESOLUTION MEMORIALIZING THE MEMORANDUM OF UNDERSTANDING WITH THE BORDENTOWN REGIONAL SCHOOL DISTRICT FOR THE SCHOOL RESOURCE OFFICER.
17. Resolution #2018-43-17 entitled A RESOLUTION TO ACCEPT A PROPOSAL FROM JRS STRATEGIES FOR BORDENTOWN TOWNSHIP WEBSITE RE-DESIGN.

18. Resolution #2018-43-18 entitled AMEND 2016 ROAD PROGRAM WITH EARLE ASPHALT CO., CHANGE ORDER NO.1 FINAL.
19. Resolution #2018-43-19 entitled RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF ROBBINSVILLE FOR CONFLICT UNIFORM CONSTRUCTION CODE SERVICES.
20. Resolution #2018-43-20 entitled RESOLUTION AUTHORIZING THE TOWNSHIP OF BORDENTOWN TO ENTER INTO AN INTERLOCAL SERVICE AGREEMENT FOR ANIMAL CONTROL OFFICER.
21. Resolution #2018-43-21 entitled RESOLUTION AUTHORIZING THE TOWNSHIP OF BORDENTOWN TO ENTER INTO AN INTERLOCAL SERVICE AGREEMENT FOR ANIMAL CONTROL OFFICER.
22. Public Hearing on Ordinance #2018-1 entitled AN ORDINANCE CHANGING THE STREET NAME OF ALTRAN COURT TO ADVANTAGE COURT.
23. Consideration of Adoption of Ordinance #2018-1 entitled AN ORDINANCE CHANGING THE STREET NAME OF ALTRAN COURT TO ADVANTAGE COURT.
24. Consideration of Introduction of Ordinance #2018-2 entitled AN ORDINANCE OF THE TOWNSHIP OF BORDENTOWN, IN THE COUNTY OF BURLINGTON, NEW JERSEY, CANCELLING A CERTAIN APPROPRIATION BALANCE IN THE AMOUNT OF \$700,000 AND RE-APPROPRIATING SAID FUNDS FOR THE ACQUISITION OF PROPERTY.
25. Consideration of Introduction of Ordinance #2018-3 entitled AN ORDINANCE TO AMEND CHAPTER 10, VEHICLES AND TRAFFIC, SECTION 10.04.020, PARKING, STOPPING AND STANDING, AND SECTION 10.04.030, HEAVY VEHICLES – EXCLUSIONS, OF THE BORDENTOWN TOWNSHIP CODE.
26. Consideration of Introduction of Ordinance #2018-4 entitled AN ORDINANCE TO ESTABLISH TITLES AND SALARY RANGES FOR EMPLOYEES IN THE BORDENTOWN TOWNSHIP POLICE DEPARTMENT.
27. Consideration of Introduction of Ordinance #2018-5 entitled AN ORDINANCE TO ESTABLISH TITLES AND SALARY RANGES FOR EMPLOYEES IN THE BORDENTOWN TOWNSHIP POLICE DEPARTMENT.
28. Consideration of Introduction of Ordinance #2018-6 entitled AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BORDENTOWN AMENDING ORDINANCE #2015-11 REGARDING THE ESTABLISHMENT OF AN AMBULANCE SQUAD AND AMBULANCE BILLING SERVICES FOR THE TOWNSHIP OF BORDENTOWN.
29. Consideration of Introduction of Ordinance #2018-7 entitled AN ORDINANCE AMENDING ORDINANCE #2006-25, CHAPTER 5.48 “TOWING SERVICE OPERATORS”, SECTION 5.48.100, “SCHEDULE OF FEES AND CHARGES”, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BORDENTOWN.

30. Township Committee discussion of the Burlington County request to Conduct Mosquito Spraying.

31. Administrator and Staff Reports.

32. Township Committee and Staff Reports.

33. Public Participation.

Questions, comments or statements from members of the public in attendance.

34. Any additional matters or correspondence to be reviewed, discussed or acted upon at the discretion of the Township Committee.

35. Motion to Adjourn.

ALL PROPOSED LEGISLATION LISTED BELOW IS SUBJECT TO CHANGE AND IS CONSIDERED TO BE A DRAFT UNTIL IT IS OFFICIALLY ADOPTED BY GOVERNING BODY.

RESOLUTION #2018-43-8

APPROVING THE TRANSACTION OF ITEMS OF ROUTINE BUSINESS: PAYMENT OF BILLS

BE IT RESOLVED by the Township Committee of the Township of Bordentown that all of the bills listed to be paid on the list dated February 12, 2018, as submitted by the Office of the Treasurer are hereby approved for payment and the Office of the Treasurer is directed to pay the same.

02/12/18

RESOLUTION #2018-43-9

APPROVING THE TRANSACTION OF ITEMS OF ROUTINE BUSINESS: MINUTES OF MEETINGS

BE IT RESOLVED by the Township Committee of the Township of Bordentown that the minutes of the Township Committee Closed Session Meeting of January 22, 2018 and the Regular Meeting of January 22, 2018; as submitted by the Clerk and posted on the bulletin board, be and are hereby approved as (_____ submitted) (_____ corrected).

02/12/18

TOWNSHIP OF BORDENTOWN

REDUCTION OF PERFORMANCE GUARANTEE

Bordentown Waterfront Community, LLC Rivergate Boulevard BLOCK: 140 LOT: 5-8

RESOLUTION NO. 2018-43-10

WHEREAS, Bordentown Waterfront Community, LLC is the developer of a project within the Township of Bordentown and has been granted preliminary approval and final approval of development plans for the above captioned block and lot, subject to certain terms and conditions, including, but not limited to, the filing of Third Party Performance Guarantees which guarantee the satisfactory installation of certain site improvements; and

WHEREAS, Bordentown Waterfront Community, LLC originally provided performance guarantees, in the form of a 90% Bond in the amount of \$215,637.12, and a 10% cash guarantee in the amount of \$23,929.68, and

WHEREAS, Bordentown Waterfront Community, LLC has notified the Township in writing and in accordance with the procedures set forth in N.J.S.A. 40:55D-53.d that the required improvements have been partially completed which are the subject matter of the aforementioned guarantee, and has requested a reduction of said performance guarantee; and

WHEREAS, the Township's Engineer Consultant, Frederick J. Turek, P.E., has inspected all the improvements of which notice has been given and has filed a report dated January 19, 2018 with the Director of Community Development and has recommended that the Township Committee approve the reduction of the performance guarantee to \$78,051.30 (total), in the form of a 90% Bond or LOC in the amount of \$70,246.17, and 10% Cash in the amount of \$7,805.13, and

WHEREAS, the Township Committee has reviewed said request and report and desires to act favorably with respect to the Engineer's recommendations in accordance with N.J.S.A. 40:55D-53.d.

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

1. That the Township Committee, for the aforementioned reasons, hereby approves reduction in the performance guarantee for Bordentown Waterfront Community, LLC.
2. The Township shall release the current bond guarantee upon receipt of a revised 90% Bond or LOC in the amount of \$70,246.17, subject to acceptance of the Township Attorney.
3. The Township CFO shall refund the difference between the original 10% cash guarantee and the reduced 10% cash guarantee amount, being the amount of \$16,124.55 from account no. 972902
4. The Township Clerk shall forward a copy of this resolution to: Bordentown Waterfront Community, LLC, c/o Jeffrey Albert, 19 Longview Drive, Princeton, NJ 08540

RESOLUTION #2018-43-11

AUTHORIZING REFUND OF TAX SALE PREMIUM

WHEREAS, Tax Sale Certificate #15-00031 was redeemed on JANUARY 23, in the amount of \$960.14

WHEREAS, LORAMARK CAPITAL LLC, paid tax sale premium, in the amount of \$1,100.00 for said lien.

BE IT RESOLVED, by the Township Committee of the Township of Bordentown that, as requested by the Tax Collector, it hereby authorizes a refund of tax sale premium, in the amount of \$1,100.00 to LORAMARK CAPITAL LLC; for Lien 15-00031, Block 138.06 Lot 56 commonly known as 66 SENECA LANE.

JCE
2/12/18

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

RESOLUTION #2018-43-12

AUTHORIZING REFUND OF TAX SALE PREMIUM

WHEREAS, Tax Sale Certificate #16-00038 was redeemed on JANUARY 24, 2017, in the amount of \$192.80

WHEREAS, EDBURY FUND 1NJ, LLC, paid tax sale premium, in the amount of \$500.00 for said lien.

BE IT RESOLVED, by the Township Committee of the Township of Bordentown that, as requested by the Tax Collector, it hereby authorizes a refund of tax sale premium, in the amount of \$500.00 to EDBURY FUND 1NJ, LLC; for Lien 16-00038, Block 138.04 Lot 33 commonly known as 51 SENECA LANE.

JCE
2/12/18

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

TOWNSHIP OF BORDENTOWN

RESOLUTION NO. 2018-43-13

REFUND OF ESCROW BALANCE FOR DEVELOPMENT APPLICATIONS

WHEREAS, there exist unused balances in the following Planning or Zoning escrow accounts:

<u>Applicant/Owner</u>	<u>Project</u>	<u>Account No.</u>	<u>Current Amount</u>
Verizon Communications, Inc. Attn: Mr. Michael Spiroff 500 Technology Dr., Room 1114 Weldon Spring, MO 63304	Cellco Partnership Rising Sun Road	920600	\$ 801.48
W.W. Grainger, Inc. Attn: Craig Kozak 100 Grainger Parkway Lake Forest, IL 60045	Grainger Warehouse Block 138.12, Lot 5.01 Hedding Road	982400 982700	\$70.20 \$164.13
David Schiavone 192 Route 545 Chesterfield, NJ 08515	Schiavone Site Plan Block 29 Lot 4.01 Route 130	981700	\$469.20

And, **WHEREAS**, the Director of Community Development has certified that the projects are complete and that the amounts listed above are net amounts to be refunded to the Applicants after deducting any outstanding invoices which shall be paid upon closure of the account(s); and

WHEREAS, the Director of Community Development recommends the balance of the funds should be returned to the applicants; in accordance with N.J.S.A. 40:55D-53.2.

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

1. That the Township Committee, for the aforementioned reasons, hereby directs the release of the unused balances of the escrow deposits, in the amounts indicated above, plus applicable interest, if any, in accordance with N.J.S.A. 40:55D-53.1.
2. That the Township Committee directs the Chief Financial Officer to make payment to the aforesaid Applicants/Owners.
3. That the Township Committee directs the Township Clerk to forward a copy of this resolution to the Applicants or Owners.

RESOLUTION #2018-43-14

AUTHORIZING REFUND OF OVERPAYMENT OF TAXES

BE IT RESOLVED, by the Township Committee of the Township of Bordentown that, as requested by the Tax Collector, it hereby authorizes a refund of overpayment of 2017 taxes in the amount of \$3,699.55 to Steven Campbell. for Block 45 Lot 14 commonly known as 20 Laurel Avenue.

02/12/18

JCE

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

RESOLUTION #2018-43-15

A RESOLUTION ESTABLISHING THE HOURLY RATE TO BE CHARGED FOR EXTRAORDINARY POLICE SERVICES REQUESTED FROM THE TOWNSHIP OF BORDENTOWN

WHEREAS, the Township Committee of the Township of Bordentown has entered into a Collective Bargaining Agreement with the Bordentown Township Police Officers Association and Bordentown Township Police Sergeant's Association, which provides for all security and police related work performed by "off-duty" police officers to be arranged through the Township; and

WHEREAS, it is necessary to establish an hourly rate to be charged to those requesting a fair and uniform amount that will cover the payroll, administrative and related costs incurred by the Township of Bordentown, including the impact on overtime expenses; and

WHEREAS, there are times when extraordinary demands are made on police reimbursement to the Township of Bordentown as the result of negligent or other conduct of others and for which the Township of Bordentown should be reimbursed; and

WHEREAS, it is appropriate to fix a fair and uniform hourly rate for the reimbursement to the Township of Bordentown that will cover the payroll, administrative and related costs incurred by the Township of Bordentown, including the impact on overtime expenses; and

WHEREAS, on December 23, 1991 and on January 14, 1992, the Township Committee of the Township of Bordentown adopted resolutions specifying procedure for the depositing of funds;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown, assembled in public session on this 12th day of February, 2018, that the rate of \$95.00 per hour for patrol officers and \$100 per hour for police supervisors is established as the hourly rate to be charged for extraordinary police services requested from the Township of Bordentown as the rate to be charged in any instances where the Township of Bordentown shall be entitled to receive a reimbursement for police services; and

BE IT FURTHER RESOLVED that any police vehicle utilized in conjunction with any extraordinary police services provided by the Township of Bordentown shall be provided at a rate of \$50 per day per vehicle; and

BE IT FURTHER RESOLVED that with the exception of the Federal, State or County government, or any unit thereof, or any school district, or public utilities or its subsidiaries, which deposits the necessary funds directly, the individual or party requesting the service must deposit the necessary funds with the Township of Bordentown for the service requested (24) hours prior to the event for which the extraordinary service is needed; and

BE IT FURTHER RESOLVED that the rates and procedures established herein shall take effect as of March 1, 2018, and shall continue in effect until changed by resolution adopted by the Township Committee; and

BE IT FURTHER RESOLVED that certified copies of the resolution shall be provided to the Administrator, Chief Financial Officer and Chief of Police of the Township of Bordentown and to all persons requesting extraordinary police services from the Township of Bordentown, for their information and attention.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

02/12/18

RESOLUTION #2018-43-16

RESOLUTION MEMORIALIZING THE MEMORANDUM OF UNDERSTANDING WITH THE BORDENTOWN REGIONAL SCHOOL DISTRICT FOR THE SCHOOL RESOURCE OFFICER

WHEREAS, the Township of Bordentown Police Department has agreed to provide the Bordentown Regional School District with a School Resource Officer; and

WHEREAS, the purpose, duties and responsibilities of the SRO, and the yearly financial support have been agreed upon by both parties as outlined in the attached Memorandum of Understanding for the 2017-2018 school year; and

WHEREAS, it is necessary for the Memorandum of Understanding to be formally accepted by the Township Committee of the Township of Bordentown;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby accept the Memorandum of Understanding for a School Resource Officer for the 2017-2018 school year; and

BE IT FURTHER RESOLVED that it is agreed upon that the Bordentown Regional School District shall provide the Township of Bordentown an annual payment of \$40,000 as financial support for the School Resource Officer; and

BE IT FURTHER RESOLVED that said Memorandum of Understanding shall remain in effect until June 30, 2018.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

02/12/18

RESOLUTION #2018-43-17

A RESOLUTION TO ACCEPT A PROPOSAL FROM JRS STRATEGIES FOR BORDENTOWN TOWNSHIP WEBSITE RE-DESIGN

WHEREAS, it has been determined that there is a need to re-design the Bordentown Township's website; and

WHEREAS, JRS Strategies, the Township's appointed Webmaster, has submitted his proposal for the website re-design in the amount of \$5,000; and

WHEREAS, funds are available for this project as evidenced by the attached Certification of Availability of Funds;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby accept the proposal from JRS Strategies for the Bordentown Township Website Re-design Project in the amount of \$5,000.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

02/12/18

RESOLUTION #2018-43-18

AMEND 2016 ROAD PROGRAM WITH EARLE ASPHALT CO., CHANGE ORDER NO. 1 FINAL

WHEREAS, the Township Committee, by Resolution #2016-270-24E, awarded a contract to Earle Asphalt Co., for the purpose of performing certain work and services with respect to the 2016 Road Program in the Township of Bordentown; and

WHEREAS, CME Associates, the Township's agent responsible for supervising the project as aforesaid, for the Township of Bordentown, has advised the Township Committee, by way of January 8, 2018, correspondence and change order request and the submission of the appropriate certification that the existing contract amount should be decreased to reflect a decrease in material necessary to complete the project; and

WHEREAS, N.J.A.C. 5:30-14.4 provides that the Governing Body may authorize change orders and amend contracts in accordance with the procedures set forth in said regulations; and

WHEREAS, the Township Committee has reviewed the aforementioned request and desires to act favorably with respect to same and to amend the contract accordingly and to approve the change order;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown, in the County of Burlington, State of New Jersey, as follows:

1. That the Township Committee, for the aforementioned reasons, hereby amends the aforementioned contract and decreases the contract price by \$180,322.16 and the amended total \$922,390.97 in accordance with the terms and conditions of the aforementioned certification and January 8, 2018, correspondence and request being attached hereto as Exhibit A and made part hereof by reference hereto.
2. That the Township Committee hereby directs the Township Mayor and Clerk to execute any and all documents necessary to effectuate the terms of this Resolution and which are prepared by or reviewed by the Township Attorney.
3. Final payment to Earle Asphalt Co., shall be authorized and payment shall be made in the amount of \$89,793.38.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

RESOLUTION #2018-43-19

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF ROBBINSVILLE FOR CONFLICT UNIFORM CONSTRUCTION CODE SERVICES

WHEREAS, the Uniform Shared Services and Consolidation Act permits local units to enter into shared services agreements with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, if conflicts arise or a Construction Official or inspector is unavailable, back-up Construction Official services must be performed by officials or another municipality; and

WHEREAS, Robbinsville Township has identified the need for a back-up Construction Official on the project known as Robbinsville SDF; and

WHEREAS, it has been determined that the Township of Bordentown will provide the back-up Construction Official for this project in accordance with the attached Shared Services Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby approve the Shared Services Agreement with the Township of Robbinsville for Conflict Uniform Construction Code Services; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to sign the shared services agreement on behalf of the Township of Bordentown.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

02/12/18

SHARED SERVICES AGREEMENT BETWEEN ROBBINSVILLE TOWNSHIP AND
BORDENTOWN TOWNSHIP

THIS SHARED SERVICES AGREEMENT, effective April 1st, 2014, between the TOWNSHIP OF ROBBINSVILLE, a municipal corporation of the State of New Jersey, with offices located at 2298 Route 33, Robbinsville, New Jersey 08691, hereinafter referred to as "Robbinsville", and the Bordentown Township, a municipal corporation of the State of New Jersey, 1 Municipal Drive, Bordentown, New Jersey 08505, hereinafter referred to as "Bordentown".

Witnesseth that:

WHEREAS, the *Uniform Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1 et seq., permits local units of this State to enter into shared services agreements with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, N.J.A.C. 5:23-4.6 authorizes two municipalities to administer and enforce the Construction Code services and the applicable regulations and sub-codes under the regulations; and

WHEREAS, the Township must provide certain administrative services related to construction code enforcement, including inspection and plan review, as required by N.J.S.A 52:27D-119 et seq., and the regulations promulgated pursuant thereto; and

WHEREAS, if conflicts arise or a Construction Official or inspector is unavailable, back-up Construction Official services must be performed by officials or another municipality, in accordance with N.J.A.C 5:53-4.5 (j)(1) and (2); and

WHEREAS, Robbinsville has identified the need for a back-up Construction Official on the project known as Robbinsville SDF approved by the Planning Board for the Township of Robbinsville via Resolution _____; and

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements and covenants herein contained, the parties agree as follows:

1. Scope of Services: Bordentown agrees to provide Robbinsville with Construction Code Services, including inspections, the issuance of permits, emergency call-out services and other such services as may be necessary in the normal course of inspections. Robbinsville hereby authorizes Bordentown to administer and enforce all regulations and sub-codes relating to the Construction Code Services. To the extent necessary, Robbinsville shall be responsible for providing its own legal services and any other non-construction code services that may be necessary.

2. Standard Fees. The fees payable by Robbinsville to Bordentown for the performance of the services described in Paragraph 1 shall be those fees collected for the issuance of permits and inspections.

Both Bordentown and Robbinsville will provide advanced notice of any changes in fees for the purpose of maintaining consistency.

3. Liability. In no event shall the Township of Robbinsville or Bordentown Township be liable to the other for any indirect, incidental, exemplary, punitive, or other consequential damages whether or not foreseeable, arising out of or in relation to this agreement event if advised beforehand of

the possibility of such liability. Furthermore, it is understood and agreed that the Township of Robbinsville and Bordentown Township shall each be responsible for the negligence of their own employees, agent or servants.

5. Conflict of Interest. The provisions of N.J.A.C. 5:23-4.3 regarding conflict of interest shall be applicable to this Agreement and the services provided herein.

6. Effective Date/Termination.

a. This Agreement shall be for a term effective December 29, 2016 and ending December 29, 2020. Each party shall notify the other in writing sixty (60) days before the expiration of this Agreement if it desires to continue services and negotiate a new agreement.

b. If this Agreement is terminated or otherwise invalidated for any reason before the end of the term, or if the parties do not negotiate a new agreement, all permit and inspection fees collected as of the effective date of termination or as of December 29, 2020, whichever occurs first, shall belong to the Township, regardless of the status of said permits and inspections.

8. **Notices.** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the following designated municipal representatives:

A. The designated municipal representative for Robbinsville is:

Township Clerk
Township of Robbinsville
2298 Route 33
Robbinsville, NJ 08691

B. The designated municipal representative for Bordentown is:

Township Clerk
Township of Bordentown
1 Municipal Drive
Bordentown, NJ 08505

9. **Choice of Law.** Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and cannot be changed or modified orally.

11. **Modification.** This Agreement may only be supplemented, amended or revised in writing, which has been duly authorized by the Parties and signed by the proper authorized representatives thereof.

12. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable, in any respect, by any court of competent jurisdiction, the rest of this Agreement shall nevertheless remain in full force and effect.
13. **Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

IN WITNESS WHEREOF, parties of the Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

ATTEST: (Affix Seal)

TOWNSHIP OF ROBBINSVILLE

MICHELE SEIGFRIED,
Township Clerk

By: _____
DAVID FRIED, Mayor

ATTEST: (Affix Seal)

BORDENTOWN TOWNSHIP

COLLEEN M. ECKERT,
Township Clerk

By: _____
STEVE BENOWITZ, Mayor

RESOLUTION #2018-43-20

RESOLUTION AUTHORIZING THE TOWNSHIP OF BORDENTOWN TO ENTER INTO AN INTERLOCAL SERVICE AGREEMENT FOR ANIMAL CONTROL OFFICER

WHEREAS, the Township of Bordentown has an appointed Animal Control Officer; and

WHEREAS, the Township of Chesterfield is in need of Animal Control Services and have expressed interest in entering into an Interlocal Services Agreement with the Township of Bordentown for Animal Control services; and

WHEREAS, said Interlocal Service Agreement has been prepared by the Township of Bordentown and has been found to be acceptable by the Township Committee of the Township of Bordentown; and

WHEREAS, N.J.S.A. 40:8A-1, et seq., the Interlocal Service Act, permits this Interlocal Service Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown, County of Burlington, State of New Jersey, that the Mayor of the Township of Bordentown is hereby authorized to execute the Interlocal Service Agreement with the Township of Chesterfield concerning Animal Control services; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officer and the Municipal Clerk of the Township of Chesterfield.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

02/12/18

**Inter-Local Agreement
for the Provision of Animal Control Services**

This Agreement made this 12th day of February, 2018, by and between the Township of Bordentown, a Municipal Corporation located 1 Municipal Drive, Bordentown, County of Burlington, New Jersey, hereinafter called Bordentown and the Township of Chesterfield; a Municipal Corporation located at 300 Bordentown-Chesterfield Road, Chesterfield, New Jersey, hereinafter called Chesterfield for animal control services.

That Bordentown hereby agrees to perform Animal Control Services for Chesterfield.

This Agreement shall be for a term commencing on January 1, 2018, and ending December 31, 2018. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension one month in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party thirty (30) days written notice of the election to do so. Any notice from Chesterfield to Bordentown under or in regard to this Agreement may be served by mailing a copy thereof to Township of Bordentown at 1 Municipal Drive, Bordentown, New Jersey.

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic and wild animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Coverage:

An Animal Control Officer will issue summonses and testify in Court for alleged violations of Chesterfield ordinances, and will assist in all Animal Cruelty cases when requested. In the event that a qualified animal control officer designated by the Township of Bordentown shall be away for an extended period, due to injury or illness, Bordentown shall replace said Animal Control Officer with another qualified person.

Animals picked up by Bordentown shall be delivered to the Burlington County Animal Shelter. Chesterfield shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Chesterfield, the cost of required veterinarian care shall be the responsibility of Chesterfield.

It is hereby agreed that the normal business hours shall be between Monday and Friday, 7:30 am and 4 pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher

of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

Financials:

Chesterfield shall pay a fee of \$85.00 per hour fee for the above mentioned animal control services during normal business hours. Responses after normal business hours will be provided at a rate of \$85.00 per hour, two hour minimum.

Bordentown hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Chesterfield, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly out of the services contracted of under the terms of this contract, which are performed by or on behalf of Bordentown, whether such loss, damage or injury shall be to property or to persons, and Bordentown shall upon notice assume the defense and cost of any action thereto Bordentown represents that it has secured adequate Insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:

Township of Chesterfield

Dated:

Attest:

Township of Bordentown

Dated:

RESOLUTION #2018-43-21

RESOLUTION AUTHORIZING THE TOWNSHIP OF BORDENTOWN TO ENTER INTO AN INTERLOCAL SERVICE AGREEMENT FOR ANIMAL CONTROL OFFICER

WHEREAS, the Township of Bordentown has an appointed Animal Control Officer; and

WHEREAS, the Township of Mansfield is in need of Animal Control Services and have expressed interest in entering into an Interlocal Services Agreement with the Township of Bordentown for Animal Control services; and

WHEREAS, said Interlocal Service Agreement has been prepared by the Township of Bordentown and has been found to be acceptable by the Township Committee of the Township of Bordentown; and

WHEREAS, N.J.S.A. 40:8A-1, et seq., the Interlocal Service Act, permits this Interlocal Service Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown, County of Burlington, State of New Jersey, that the Mayor of the Township of Bordentown is hereby authorized to execute the Interlocal Service Agreement with the Township of Mansfield concerning Animal Control services; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officer and the Municipal Clerk of the Township of Chesterfield.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on February 12, 2018.

COLLEEN M. ECKERT, RMC, TWP. CLERK

**Inter-Local Agreement
for the Provision of Animal Control Services**

This Agreement made this 12th day of February, 2018, by and between the Township of Bordentown, a Municipal Corporation located 1 Municipal Drive, Bordentown, County of Burlington, New Jersey, hereinafter called Bordentown and the Township of Mansfield; a Municipal Corporation located at 3135 Rt. 206 South, Suite 1, Columbus, New Jersey, hereinafter called Mansfield for animal control services.

That Bordentown hereby agrees to perform Animal Control Services for Mansfield.

This Agreement shall be for a term commencing on January 1, 2018, and ending December 31, 2018. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension one month in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party thirty (30) days written notice of the election to do so. Any notice from Mansfield to Bordentown under or in regard to this Agreement may be served by mailing a copy thereof to Township of Bordentown at 1 Municipal Drive, Bordentown, New Jersey.

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic and wild animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Coverage:

An Animal Control Officer will issue summonses and testify in Court for alleged violations of Mansfield ordinances, and will assist in all Animal Cruelty cases when requested. In the event that a qualified animal control officer designated by the Township of Bordentown shall be away for an extended period, due to injury or illness, Bordentown shall replace said Animal Control Officer with another qualified person.

Animals picked up by Bordentown shall be delivered to the Burlington County Animal Shelter. Mansfield shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Mansfield, the cost of required veterinarian care shall be the responsibility of Mansfield.

It is hereby agreed that the normal business hours shall be between Monday and Friday, 7:30 am and 4 pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order

that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

Financials:

Mansfield shall pay a fee of \$85.00 per hour fee for the above mentioned animal control services during normal business hours. Responses after normal business hours will be provided at a rate of \$85.00 per hour, two hour minimum.

Bordentown hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Mansfield, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly out of the services contracted of under the terms of this contract, which are performed by or on behalf of Bordentown, whether such loss, damage or injury shall be to property or to persons, and Bordentown shall upon notice assume the defense and cost of any action thereto Bordentown represents that it has secured adequate Insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:

Township of Mansfield

Dated:

Attest:

Township of Bordentown

Dated:

TOWNSHIP OF BORDENTOWN

ORDINANCE #2018-1

**AN ORDINANCE CHANGING THE STREET NAME OF
ALTRAN COURT TO ADVANTAGE COURT**

BE IT ORDAINED by the Township Committee of the Township of Bordentown, in the County of Burlington, State of New Jersey, as follows:

Section 1. The name of the street known as Altran Court is hereby changed to Advantage Court. The property located at 2 Altran Court to be affected by the ordinance is Block 137.02, Lot 6.

Section 2. Upon final adoption, the Township Clerk shall provide a certified copy of this ordinance with the County of Burlington Board of Taxation, Burlington County Central Communication, the New Jersey Department of Transportation, the Postmaster of the Trenton Post Office, the Tax Collector and Tax Assessor of the Township of Bordentown, and to the owners of properties located on Altran Court for their information and attention.

Section 3. If a court of competent jurisdiction shall declare any section, paragraph, subsection, clause or provision of this Ordinance invalid, such decision shall not affect the validity of this Ordinance as a whole or any part thereof.

Section 4. All ordinances or parts of ordinances of the Township of Bordentown heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 5. This Ordinance shall take effect April 1, 2018.

ORDINANCE NO. 2018-2

AN ORDINANCE OF THE TOWNSHIP OF BORDENTOWN, IN THE COUNTY OF BURLINGTON, NEW JERSEY; CANCELLING A CERTAIN APPROPRIATION BALANCE IN THE AMOUNT OF \$700,000 AND RE-APPROPRIATING SAID FUNDS FOR THE ACQUISITION OF PROPERTY.

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BORDENTOWN, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than two-thirds of the full membership thereof affirmatively concurring), AS FOLLOWS:

Section 1. An appropriation in the amount of \$700,000, which represents a portion of the total amount authorized in Bond Ordinance 2017-19, Section 1(a) for Various Road and Street Improvements, which remains as a balance in said Ordinance, is hereby cancelled, and such amount is hereby re-appropriated towards the following purpose: The acquisition of certain real property located within the Township for public purposes as specified in the Local Land and Buildings Law, N.J.S.A. 40A:12-1 et seq., approximating between 15-20 acres. The period of usefulness associated with the acquisition of real property, as set forth in the Local Bond Law, N.J.S.A. 40A:2-1 et seq., is 40 years.

Section 2. The capital budget is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency therewith, and the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Township Clerk and is available in the office of said Clerk for public inspection. The Township reasonably expects to commence the acquisition of the several improvements or purposes described in Section 1 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes authorized by the bond ordinance described in Section 1. To the extent such costs are advanced, the Township further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by the bond ordinance described in Section 1 hereof, in an aggregate amount not to exceed the amount of bonds or notes authorized by the bond ordinance described in Section 1 hereof.

Section 3. The improvements authorized hereby are not current expenses and are general improvements that the Township may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 4. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. This ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

ORDINANCE # 2018-3

AN ORDINANCE TO AMEND CHAPTER 10, VEHICLES AND TRAFFIC, SECTION 10.04.020, PARKING, STOPPING AND STANDING, AND SECTION 10.04.030, HEAVY VEHICLES – EXCLUSIONS, OF THE BORDENTOWN TOWNSHIP CODE

BE IT ORDAINED that Chapter 10, entitled Vehicles and Traffic, shall be amended as follows:

Section 10.04.020 Parking, Stopping and Standing, is amended to add the following to Schedule I, No Parking:

<u>Name of Street</u>	<u>Sides</u>	<u>Location</u>
Bonnie Lane	East	Beginning at the intersection of the easterly edge of pavement and the driveway for house no. 18, and continuing north for 23-feet.
Bonnie Lane	East	Beginning at the intersection of the easterly extended edge of pavement and the southerly extended edge of pavement, at the northeasterly property corner of tax lot number 4, block 114 (house # 18) and continuing south for 25-feet.
Bonnie Lane	South	Beginning at the intersection of the easterly extended edge of pavement and the southerly extended edge of pavement, at the northeasterly property corner of tax lot number 4, block 114 (house # 18) and continuing east for 40-feet.
Bonnie Lane	West	Beginning at the intersection of the westerly extended edge of pavement and the northerly extended edge of pavement, at the southwesterly property corner of tax lot number 15, block 115 (house # 19) and continuing north for 45-feet.
Bonnie Lane	North	Beginning at the intersection of the westerly extended edge of pavement and the northerly extended edge of pavement, at the northeasterly property corner of tax lot number 15, block 115 (house # 19) and continuing west for 45-feet.

Section 10.04.030 Heavy Vehicles, Exclusions, Schedule V, Trucks Over 4 Tons Excluded, is amended by the following:

<u>Name of Street</u>	<u>Location</u>
Bordentown-Hedding Road	<i>Entire Length</i> From Dunns Mills Road to Rising Sun Road

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon final passage and publication according to Law.

ORDINANCE #2018-4

AN ORDINANCE TO ESTABLISH TITLES AND SALARY RANGES FOR EMPLOYEES IN THE BORDENTOWN TOWNSHIP POLICE DEPARTMENT

BE IT ORDAINED an enacted Ordinance by the Township Committee of the Township of Bordentown, County of Burlington and State of New Jersey, as follows:

<u>ANNUAL SALARIES</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
CHIEF OF POLICE	\$134,000.00	\$136,680.00	\$137,332.00	\$142,201.00

SECTION 24. Effective date/effective duration. This ordinance shall take effect immediately upon final passage and publication according to law, and the provisions thereof shall be effective as of January 1, 2018 and shall be effective for the years 2018, 2019, 2020 and 2021. No rights are created beyond the effective period of this ordinance.

SECTION 7. Repealer. All ordinances and parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 8. Severability. In the event that any portion of this ordinance is determined to be invalid, such determination shall not affect the remaining portions of the ordinance, which are hereby declared to be severable.

INTRODUCED:
ADOPTED:

ORDINANCE #2018-5

AN ORDINANCE TO ESTABLISH TITLES AND SALARY RANGES FOR EMPLOYEES IN THE BORDENTOWN TOWNSHIP POLICE DEPARTMENT

BE IT ORDAINED an enacted Ordinance by the Township Committee of the Township of Bordentown, County of Burlington and State of New Jersey, as follows:

<u>ANNUAL SALARIES</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
POLICE LIEUTENANT	\$112,149.40	\$114,392.39	\$116,680.24
POLICE CAPTAIN	\$117,324.90	\$119,671.40	\$122,064.83

SECTION 24. Effective date/effective duration. This ordinance shall take effect immediately upon final passage and publication according to law, and the provisions thereof shall be effective as of January 1, 2018 and shall be effective for the years 2017, 2018, and 2019. No rights are created beyond the effective period of this ordinance.

SECTION 7. Repealer. All ordinances and parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 8. Severability. In the event that any portion of this ordinance is determined to be invalid, such determination shall not affect the remaining portions of the ordinance, which are hereby declared to be severable.

INTRODUCED:

ADOPTED:

ORDINANCE #2018-6

AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BORDENTOWN AMENDING ORDINANCE #2015-11 REGARDING THE ESTABLISHMENT OF AN AMBULANCE SQUAD AND AMBULANCE BILLING SERVICES FOR THE TOWNSHIP OF BORDENTOWN

WHEREAS, the Township Committee of the Township of Bordentown has previously established an ambulance squad and ambulance-billing services for the municipality; and

WHEREAS, the Township Committee of the Township of Bordentown recognizes that the billing amounts set forth in Ordinance #2015-11 require updating;

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Bordentown that Ordinance #2015-11 shall now read as follows (new text is underlined):

- (a) The Township of Bordentown, in order to support the BTEMS and the volunteer squads comprising it, shall bill for ambulance and transportation services provided by the BTEMS. The rates of such services shall currently be set as follows:

A fee of eight hundred dollars (\$800) plus seventeen dollars (\$17.00) per laden mile calculated one way shall be charged to all persons receiving emergency medical services or ambulance transport services by BTEMS. A fee in the amount of two hundred dollars (\$200.00) for each treat without transport..

An additional fee for the administration of the following will be incurred:

<u>Disposable Cervical Collar</u>	<u>\$45.00</u>
<u>Oxygen Administration</u>	<u>\$65.00</u>
<u>Narcan Administration</u>	<u>\$95.00</u>
<u>EPI Pen Administration</u>	<u>\$150.00</u>
<u>CPAP Administration</u>	<u>\$95.00</u>
<u>Aspirin Administration</u>	<u>\$3.00</u>

**AN ORDINANCE AMENDING ORDINANCE #2006-25,
CHAPTER 5.48, "TOWING SERVICE OPERATORS,"
SECTION 5.48.100, "SCHEDULE OF FEES AND CHARGES,"
OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF BORDENTOWN.**

ORDINANCE NO. 2018-7

WHEREAS, the Township Committee of the Township of Bordentown acknowledges the need to revise its fee schedule for towing charges to reflect the current market value of these services.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Bordentown that Chapter 5.48, "Towing Service Operators," Section 5.48.100, "Schedule of Fees and Charges," is hereby revised as follows:

- A. Basic towing service (2-Axle Vehicle) for vehicles under 8,000 lbs.

Rate.....	\$150.00
Each Additional Axle.....	25.00
Mileage rate outside the boundaries of Township of Bordentown.....	6.00 per mile

- B. Basic towing service (2-Axle Vehicle) for vehicles 8,001 lbs.-16,000 lbs.

Rate.....	\$250.00
Each additional axle.....	35.00
Mileage rate outside the boundaries of the Township of Bordentown.....	8.00 per mile

- C. Basic flatbed rates will only apply on vehicles that cannot be towed by any other means. Flatbed towing of a vehicle with wheel lift does not qualify for flatbed rate. The Owner/Operator or Police may demand flatbed towing for which the licensee may charge the flatbed rate.

Flatbed rate.....	\$150.00
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- D. Motorcycles and motorized bicycles shall be towed by a tow vehicle designated by the licensee.

Motorcycle/motorized bicycle rate.....	125.00
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- E. Heavy Duty Towing (Vehicles over 16,001 lbs. GVW)

Heavy duty rate - \$500.00 per hour (one hour minimum)

Shaft removal.....	\$ 54.00
Brake release.....	\$ 45.00

Licensee may not charge a mileage fee for heavy duty towing.

F. Storage per day

Under 10,000 lbs. outside.....	\$ 45.00
Under 10,000 lbs. inside.....	\$ 90.00
Each additional axle.....	\$ 30.00

Vehicles over 10,000 lbs.

Single axle straight vehicle.....	\$ 75.00
Tandem axle straight vehicle.....	\$125.00
Tractor-trailer combo.....	\$250.00

G. Other charges

1. Winching light duty/medium duty tows..... \$300.00 per hour
2. Basic environmental cleanup..... \$ 75.00 per hour
Rate to include one bag of absorbent. Each additional bag of absorbent shall not exceed \$ 36.00 per bag.
3. Waiting time-light duty/medium duty tows..... \$100.00 per hour
4. Vehicle removal charge – ½ of the vehicle’s basic tow rate
5. Administrative charges. Licensee may not charge for administration costs.

(Licensee may charge the rate of ½ hour minimum. Thereafter, they may charge for each 15 minute increment.)

H. Emergency road service shall include but not be limited to basic jump starting, up to two gallons of fuel, and tire changing. Due to roadway design, traffic patterns, and the inability to conduct quick road service repairs the Township of Bordentown does not recognize emergency road service for vehicles over 16,001 lbs. Vehicles disabled over 16,001 lbs. must be towed from the roadway.

Emergency road service rate..... and fuel	\$125.00 per hour plus parts
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If emergency road service results in tow, then the licensee may not charge for road service.

Rates for vehicle recovery (Note: Licensee may, however, charge additional fees for extraordinary recovery of any vehicle.)

I. Recovery

Medium duty wrecker.....	\$300.00 per hour
Heavy duty wrecker.....	\$500.00 per hour
Additional manpower.....	\$125.00 per hour

Level 3 Recovery Supervisor..... \$200.00 per hour

J. Retroactivity

The foregoing rate schedule is effective March 1, 2018.

K. Conflict with other Provisions

To the extent that anything in this Ordinance conflicts with other Sections of this Chapter, this Ordinance shall be controlling.

L. Future Rate Revisions

All future revisions relating to rates in this Ordinance may be done by resolution of the Township Committee of the Township of Bordentown.