

**WESTAMPTON TOWNSHIP  
COMMITTEE MEETING  
May 2, 2023  
7:00 PM Regular Meeting, Courtroom**

1. Call Regular Meeting to Order
2. Requirements of the Sunshine Law (This meeting was advertised in the Burlington County Times on January 6, 2023 and electronic notice was given pursuant to N.J.A.C. 5:39-1.5).
3. Pledge of Allegiance
4. Moment of Silence
5. Roll Call
  - a. Presentation:  
66-23 Resolution appointing Police Officer Pedro Jimenez  
Oath of Office for Officer Pedro Jimenez
6. Approval of Minutes
  - a. April 18, 2023 Regular Meeting Minutes
  - b. April 18, 2023 Executive Session Minutes
7. Open Meeting to Public Comment on Agenda Items Only – Please remember to state your name and address for the record.
8. ORDINANCES:  
SECOND READING- Motion and Second Required, Open to Public Comment  
5-2023- Bond Ordinance Authorizing the Acquisition of Various Capital Equipment and Completion of Various Capital Improvements in and for the Township of Westampton, County of Burlington, New Jersey; Appropriating the Sum of \$1,368,130 Therefor; Authorizing the Issuance of General Obligation Bonds or Bond Anticipation Notes of the Township of Westampton, County of Burlington, New Jersey in the Aggregate Principal Amount of up to \$1,299,723; Making Certain Determinations and Covenants; and Authorizing Certain Related Actions in Connection with the Foregoing.
9. RESOLUTIONS:
  - a. 64-23 Payment of Vouchers – this resolution approves the payment of bills through 05/02/2023
10. CONSENT AGENDA RESOLUTIONS - RESOLUTIONS NOTE: Consent Agenda items are considered to be routine and will be enacted with a single motion; any items requiring expenditure are supported by a Certification of Availability of funds; any items requiring discussion will be removed from the Consent Agenda.
  - a. 65-23 Resolution Appointing Public Works Supervisor Daniel Hamlin
  - b. 66-23 Resolution Appointing Police Officer Pedro Jimenez
  - c. 67-22 Resolution Approving Tax appeal settlement on Block 905 Lot 1.02

- d. 68-23 Resolution Appointing Land Development Board Secretary Jill Torpey
  - e. 69-23 Resolution Approving Partnership with CDBG
  - f. 70-23 Resolution Authorizing the Funding of Township of Westampton's Share of the MACCS Contract
  - g. 71-23 Resolution to Enter into a Shared Service Agreement with LBD Secretary
  - h. 72-23 Resolution Authorizing a Lease Agreement with American Legion Post 509, Inc.
  - i. 73-23 Resolution Approving Construction Permit Payment Refund
11. Open Meeting for Public Comment - Please remember to state your name and address for the record.
  12. Dates to Remember: Next Township Committee Meeting May 16<sup>th</sup> @ 7PM, Historic Commission May 24<sup>th</sup> @ 7PM, Land Development Board Meeting May 3<sup>rd</sup> @7PM, Recreation Committee Meeting May 10<sup>th</sup> @7PM, Youth Police Academy Sign up Deadline June 1<sup>st</sup>.
  13. EXECUTIVE SESSION
    - a. Resolution No. 05.02.2023 - Resolution Authorizing the Township Committee and Support Staff to Meet in Private Session and Authorizing the Exclusion of the Public From that Portion of the Meeting Dealing with Specific Issues Requiring Non-Public Discussions: Attorney-Client Privilege – Personnel
  14. Committee Liaison Reports/Comments
  15. Adjournment

**Please note:**

During the first public comment period, any resident or taxpayer of Westampton is welcome to comment on any governmental item of concern limited to the ordinances and resolutions being considered this evening. The second public comment period is open to any item of concern. A total of thirty (30) minutes has been allocated for each of the public comment periods. This time may be extended by the Committee.

If you wish to be heard, come to the podium and give your name and address to the Clerk for the record. The amount of discussion of any single speaker will be limited to three (3) minutes. Large groups are urged to select someone to represent them. No speaker shall engage in any personally offensive, derogatory or abusive remarks. The Mayor shall immediately call to order any speaker who violates this provision. An officer of the WTPD may remove any disruptive person at the Mayor's discretion.

Public Comment is an opportunity for the public to present their views—both positive and negative. **It is not a question-and-answer period.** Neither the Mayor nor Committee Members will engage in a back-and-forth exchange so speakers are encouraged to present all their views. The Mayor as well as any Committee Member may respond to any comment after such speaker is finished. The Mayor may refer the speaker to the Township Administrator, Department Head or any Committee Member to respond in writing.

**TOWNSHIP OF WESTAMPTON, NEW JERSEY**

**ORDINANCE 5-2023**

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**BOND ORDINANCE AUTHORIZING THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT AND COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE TOWNSHIP OF WESTAMPTON, COUNTY OF BURLINGTON, NEW JERSEY; APPROPRIATING THE SUM OF \$1,368,130 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE TOWNSHIP OF WESTAMPTON, COUNTY OF BURLINGTON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,299,723; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

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**BE IT ORDAINED** by the Township Committee of the Township of Westampton, County of Burlington, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

**Section 1.** The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the Township of Westampton, County of Burlington, New Jersey ("Township").

**Section 2.** It is hereby found, determined and declared as follows:

(a) the estimated amount to be raised by the Township from all sources for the purposes stated in Section 7 hereof is \$1,368,130;

(b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$1,299,723; and

(c) a down payment in the amount of \$68,407 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

**Section 3.** The sum of \$1,299,723, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$68,407, which amount represents the required down payment, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

**Section 4.** The issuance of negotiable bonds of the Township in an amount not to exceed \$1,299,723 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

**Section 5.** In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the Township in an amount not to exceed \$1,299,723 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**Section 6.** The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$275,000.

**Section 7.** The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Acquisition of Various Pieces of Equipment for the Township Police Department including, but not limited to, Police Interceptor Vehicle with Camera System, replacement of bullet proof vests and ten (10) radar antennae, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$70,130	\$3,507	\$13,395	6.01 years
B. Acquisition of Various Pieces of Equipment for the Township Public Works Department including, but not limited to, tire changer/balancer, zero turn mower and replacement of carpet in municipal building, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	137,000	6,850	130,150	5 years
C. Acquisition of Various Pieces of Equipment for Township Department of Emergency Services including, but not limited to, a new ambulance and Fire and Emergency Medical Services Equipment and Radio Maintenance Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	375,000	18,750	356,250	9.33 years
D. Reconstruction and/or Resurfacing Various Roadways in the Township including, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	786,000	39,300	746,700	10 years
<b>Total</b>	<b>\$1,368,130</b>	<b>\$68,407</b>	<b>\$1,299,723</b>	

**Section 8.** The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes, taking into consideration the respective amounts of bonds or bond anticipation notes authorized for said several purposes, is not less than 9.11 years.

**Section 9.** Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

**Section 10.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the Township, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$1,299,723 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

**Section 11.** The full faith and credit of the Township are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the Township shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 12.** The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

**Section 13.** The Township hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the Township prior to the issuance of such bonds or bond anticipation notes.

**Section 14.** The Township hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 15.** The improvements authorized hereby are not current expenses and are 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 16.** All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 17.** In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon final passage and publication as required by law.

Roll Call Vote -April 18, 2023						
Committee Member	Introduced	Seconded	Yes	No	Abstain	Absent
Burkley	X		X			
Carr		X	X			
Mayor Henley			X			
Mungo			X			
Wright			X			

Roll Call Vote – Upon Adoption –						
Committee Member	Introduced	Seconded	Yes	No	Abstain	Absent
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

Adopted upon final reading on \_\_\_\_\_

\_\_\_\_\_  
Mayor Sandy Henley

Attest

\_\_\_\_\_  
Wendy Gibson, Acting Township Clerk

TOWNSHIP OF WESTAMPTON

APPROVING PAYMENT OF VOUCHERS  
FOR THE PERIOD ENDING 05/02/2023

RESOLUTION NO. 64-23

WHEREAS, the Township is in receipt of various vouchers submitted by vendors and/or other claimants for goods rendered and/or services provided to the Township; and

WHEREAS, the Chief Financial Officer has certified that there exists a line-item appropriation against which each claim shall be charged and that there are sufficient funds available for the payment of each voucher; and

WHEREAS, each voucher contains a certification of a department head, or duly designated representative having personal knowledge of the facts that the goods have been provided or services rendered to the Township and that the goods or services are consistent with prior authorizations; and

WHEREAS, a list of all conforming claims which have been approved by the Chief Financial Officer has been prepared and reviewed by the Township Committee and is appended hereto as Exhibit A.

NOW BE IT RESOLVED that the Committee for the Township of Westampton for the reasons set forth above hereby approves the payment of the vouchers set forth on the attached Exhibit A and this Resolution shall be recorded as part of the minutes of this meeting and shall upon approval be open to the public.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

Totals by Year-Fund	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	g/L Total	Total
CURRENT FUND	2-01	33,677.16	0.00	33,677.16	0.00	0.00	33,677.16
CURRENT FUND	3-01	2,839,470.28	0.00	2,839,470.28	0.00	0.00	2,839,470.28
CAPITAL FUND	3-04	36,181.16	0.00	36,181.16	0.00	0.00	36,181.16
ESCROW FUND	3-14	17,733.25	0.00	17,733.25	0.00	0.00	17,733.25
RECREATION FUND	3-17	4,920.00	0.00	4,920.00	0.00	0.00	4,920.00
OPEN SPACE FUND	3-18	15,439.71	0.00	15,439.71	0.00	0.00	15,439.71
FIRE CODE PENALTY FUND	3-19	3,832.70	0.00	3,832.70	0.00	0.00	3,832.70
POLICE OUTSIDE OVERTIME FUND	3-21	272.04	0.00	272.04	0.00	0.00	272.04
Year Total:		2,917,849.14	0.00	2,917,849.14	0.00	0.00	2,917,849.14
Total of All Funds:		2,951,526.30	0.00	2,951,526.30	0.00	0.00	2,951,526.30

**APPROVED**  
WESTAMPTON TOWNSHIP  
DATE MAY 2 2023

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\_\_\_\_\_  
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P.O. Type: All  
 Format: Detail with Line Item Notes  
 Range: 2-01-20-110-000 to 3-28-56-850-800  
 Rcvd Batch Id Range: First to Last  
 Department Page Break: No  
 Print Alpha, Revenue, & G/L Accounts: Y  
 Subtotal CAFR: No  
 Subtotal Department: No  
 Open: N Void: N Paid: N  
 Held: Y Appr: N Rcvd: Y  
 Bid: Y State: Y Other: Y Exempt: Y  
 Include Non-Budgeted: Y

Account	Description	Item Description	Amount	Stat/chk	First Rcvd	Enc Date	Chk/Void	Invoice	PO Type
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Fund: CURRENT FUND

2-01-41-526-299	FIREFIGHTER ASST GRANT-0E-MISC								
00212015	1 02733 MUNICIPAL EMERGENCY SERV INC	SETS OF PPE	33,000.00	R	12/13/22	04/27/23		IN1860004	

2-01-43-490-020	MUNICIPAL COURT-OTHER EXPENSES-SERVICES								
00212827	1 02656 GOLD TYPE BUSINESS MACHINE INC	4TH QTR 2022 E-TICKETS	444.51	R	04/27/23	04/27/23		38550	
00212827	2 02656 GOLD TYPE BUSINESS MACHINE INC	2022 UNBILLED TICKETS	232.65	R	04/27/23	04/27/23		38901	
			677.16						

Fund Total: CURRENT FUND 33,677.16  
 Year Total: 33,677.16

Fund: CURRENT FUND

3-01-20-120-021	ADMINISTRATIVE&EXECUTIVE-0E-ADVERTISING								
00212763	1 04114 GATEHOUSE MEDIA PA HOLDING INC	MARCH 2023 LEGAL ADVERTISING	425.57	R	04/17/23	04/17/23		5429466	

3-01-20-120-036	ADMINISTRATIVE & EXEC-0E-OFFICE SUPPLIES								
00212795	5 04153 AMAZON CAPITAL SERVICES	APRIL 2023 INTERNAL STORAGE	455.96	R	04/24/23	04/27/23			
		UNIT & PORTABLE PROJECTOR							

3-01-20-120-044	ADMIN & EXEC-0E-DUES & SCHOOLING								
00212770	1 00370 BOWMAN & COMPANY LLP	SUPPLEMENTAL DEBT STATEMENT	600.00	R	04/20/23	04/20/23		107467	
		BOND ORDINANCE#2023-5 DATED APRIL 18 2023							

3-01-20-120-199	ADMINISTRATIVE & EXEC-0E-MISCELLANEOUS								
00212795	3 04153 AMAZON CAPITAL SERVICES	APRIL 2023 JIF-HELMETS & SHARP CONTAINERS	447.45	R	04/24/23	04/27/23			

3-01-20-155-265	LEGAL SERVICES-OTHER EXPENSES-SOLICITOR								
00212786	1 03357 MALAMUT & ASSOCIATES LLC	MARCH 2023 LEGAL	6,285.00	R	04/22/23	04/22/23		11998	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
3-01-20-155-299	LEGAL SERVICES SPECIAL-OE-MISCELLANEOUS								
00212748	FLORIO PERRUCCI STEINHARDT	MARCH 2023 LEGAL-LITIGATION	851.00	R	04/17/23	04/17/23		609743	
	MRP								
00212748	FLORIO PERRUCCI STEINHARDT	FEBRUARY 2023 LEGAL-LITIGATION	1,572.50	R	04/17/23	04/17/23		609703	
	WOODLANE LOGISTICS-MRP								
00212762	BROWN & CONNERY LLP	MARCH 2023 LEGAL SERVICES	1,128.50	R	04/17/23	04/17/23		312635	
			3,552.00						
3-01-21-180-027	LAND DEVELOPMENT BOARD-OE-SOLICITOR								
00212748	FLORIO PERRUCCI STEINHARDT	MARCH 2023 LEGAL	962.00	R	04/17/23	04/17/23		609697	
3-01-23-220-202	EMPLOYEE INSURANCE-OE-PRESCRIPTION								
00212826	BENEGARD SERVICES INC	MAY 2023 PRESCRIPTION	24,858.27	R	04/27/23	04/27/23			
	INSURANCE								
3-01-23-220-203	EMPLOYEE INSURANCE-OE-DENTAL								
00212759	DELTA DENTAL PLAN OF NJ	MAY 2023 DENTAL INSURANCE	5,720.99	R	04/17/23	04/17/23		PM918126	
3-01-23-220-204	EMPLOYEE INSURANCE-OE-VISION								
00212765	SUPERIOR VISION OF NJ INC	MAY 2023 VISION INSURANCE	315.55	R	04/17/23	04/17/23		724029	
3-01-25-240-030	POLICE-OE-GENERAL EQUIPMENT & SUPPLIES								
00212795	AMAZON CAPITAL SERVICES	APRIL 2023 POLICE SUPPLIES	102.13	R	04/24/23	04/27/23			
3-01-25-240-032	POLICE-OE-UNIFORMS								
00212776	RYAN BIERI	REIMBURSEMENT-HOLSTER	172.34	R	04/20/23	04/27/23			
3-01-25-240-042	POLICE-OE-TRAINING								
00212743	NJ MARCOTTIC ENFORCEMENT	INVESTIGATION AWARD CEREMONY	120.00	R	04/17/23	04/27/23		10476	
	FOR DETECTIVE ANDREW REDFIELD & JOSHUA								
	ROWBOTTOM								
00212774	VRTUA MEDICAL GROUP P.A.	WHITEHOUSE-MEDICAL EXAM	168.90	R	04/20/23	04/27/23		00175855-00	
00212795	AMAZON CAPITAL SERVICES	APRIL 2023 POLICE WALL SAFE	139.99	R	04/24/23	04/27/23			
00212809	INSTITUTE-FORENSIC PSYCHOLOGY	PSYCHOLOGICAL TESTING FOR	525.00	R	04/25/23	04/27/23		18470	
	PEDRO JIMINEZ								
			953.89						

Account P.O. Id	Item Vendor	Description	Item Description	Amount	Stat/chk	First Enc Date	Rcvd Date	chk/Void date	Invoice	PO Type
3-01-25-260-026		EMERGENCY MEDICAL SERVICES-OE-EMS MAINT								
00212619	1 03593	DEL VEL CHEMICAL CO INC	CLEANING SUPPLIES	497.92	R	03/27/23	04/27/23		563030	
00212620	1 01355	HOME DEPOT CREDIT SERV (WTFD)	MARCH 2023 EXPENSES	40.67	R	03/27/23	04/27/23		4030464	
00212620	3 01355	HOME DEPOT CREDIT SERV (WTFD)	MARCH 2023 EXPENSES	10.92	R	04/27/23	04/27/23		4030486	
00212620	4 01355	HOME DEPOT CREDIT SERV (WTFD)	MARCH 2023 EXPENSES	71.94	R	04/27/23	04/27/23		6512704	
				621.45						
3-01-25-260-030		EMER MED SERV-OE-SUPPLIES & EQUIPMENT								
00212679	1 01311	AIRPOWER INTERNATIONAL INC	SCBA COMPRESSOR REPAIR	1,895.00	R	04/03/23	04/27/23		12241	
00212682	1 03252	BOUND TREE MEDICAL LLC	EMS SUPPLIES	59.20	R	04/03/23	04/27/23		84921065	
00212682	4 03252	BOUND TREE MEDICAL LLC	EMS SUPPLIES	1,230.32	R	04/27/23	04/27/23		84919443	
00212682	5 03252	BOUND TREE MEDICAL LLC	EMS SUPPLIES	337.92	R	04/27/23	04/27/23		84908614	
				3,522.44						
3-01-25-260-042		EMER MED SERV-OE-TRAINING								
00212681	1 00984	BURLINGTON COUNTY INST OF TECH	TRAINING	70.00	R	04/03/23	04/27/23		10242	
3-01-25-260-095		EMS-OE-EDUCATIONAL ASSISTANCE								
00212677	1 02719	BRYAN INNACONE	COLLEGE REIMBURSEMENT	2,140.38	R	04/03/23	04/27/23			
00212680	1 04170	BUCKS COUNTY COMMUNITY COLLEGE	FIRE INSTRUCTOR I COURSE	500.00	R	04/03/23	04/27/23		S-39059	
		CHIEF CRAIG FARNSWORTH								
00212680	2 04170	BUCKS COUNTY COMMUNITY COLLEGE	FIRE COMPANY OFFICER I	500.00	R	04/27/23	04/27/23		S-39144	
		CRAIG FARNSWORTH								
				3,140.38						
3-01-25-265-299		FIRE HYDRANT SERVICE-OE-MISC								
00212766	1 00089	NEW JERSEY AMERICAN WATER CO	APRIL 2023 FIRE HYDRANT	8,568.00	R	04/17/23	04/17/23			
		SERVICE								
3-01-26-290-024		STREETS & ROADS-OE-BUILDINGS & GROUNDS								
00212757	1 04064	WEATHERVANE SERVICE INC	COMBUSTION ASSEMBLY SUPPLIES	3,081.14	R	04/17/23	04/17/23		2103308	
00212758	1 01264	READY REFRESH	APRIL 2023 WATER COOLER	149.77	R	04/17/23	04/17/23		1300433154291	
		RENTAL & SPRING WATER DELIVERY								
00212807	1 01445	VENEZIANO'S FIRE PROTECTION	SERVICE CALL-AIR COMPRESSOR	510.00	R	04/25/23	04/25/23		12032492	
		RUNNING, RUNNING PROPERLY-NO FURTHER								
		ACTION NECESSARY								
				3,740.91						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat	Chk	Enc	First Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
3-01-26-290-030	STREETS & ROADS-OE-SUPPLIES										
00212795	4 04153 AMAZON CAPITAL SERVICES	APRIL 2023 PUB WKS SUPPLIES	1,748.15	R			04/24/23	04/27/23			
00212802	1 02697 ROBEV'S LAWMOWER REPAIR INC	RAPID LOADER & REGULAR HEADS	287.92	R			04/25/23	04/25/23		91611	
	FOR MOWERS										
			<u>2,036.07</u>								
3-01-26-290-032	STREETS & ROADS-OE-CLOTHING ALLOWANCE										
00212782	1 03340 SHAUN MYERS	REIMBURSEMENT-WORK BOOTS	299.98	R			04/20/23	04/20/23			
3-01-26-290-044	STREETS & ROADS-OE-DUES & SCHOOLING										
00212774	2 01838 VIRIUA MEDICAL GROUP P.A.	LAROSE-DOT RECERTIFICATION	70.00	R			04/20/23	04/27/23		00175855-00	
00212820	1 01367 CHRISTIAN TAYLOR	REIMBURSE-PUB WKS CONFERENCE	250.00	R			04/27/23	04/27/23			
			<u>320.00</u>								
3-01-26-315-201	VEHICLE MAINTENANCE-OE-POLICE										
00212741	1 02738 BC AUTO PARTS	10 CAR-BATTERY	176.39	R			04/17/23	04/27/23		101253666	
00212742	1 02743 AUTO PARTS CONNECTION	10 CAR-BATTERY PARTS	7.99	R			04/17/23	04/27/23		78101	
00212742	2 02743 AUTO PARTS CONNECTION	OIL FILTERS	25.57	R			04/27/23	04/27/23		79824	
00212777	1 00485 HIGHWAY TIRE INC	7 CAR-TIRES	461.76	R			04/20/23	04/27/23		36822	
00212777	2 00485 HIGHWAY TIRE INC	2 CAR-TIRE	180.95	R			04/20/23	04/27/23		36772	
00212790	1 02598 AUTO ZONE INC	BULB	2.99	R			04/24/23	04/27/23		4788693352	
			<u>855.65</u>								
3-01-26-315-202	VEHICLE MAINT-OE-STREETS & ROADS-INSIDE										
00212750	1 02743 AUTO PARTS CONNECTION	VEHICLE#31-DISTRIBUTOR	141.42	R			04/17/23	04/17/23		78355	
00212750	2 02743 AUTO PARTS CONNECTION	MOWERS-BLADERUNNER BELTS	114.42	R			04/17/23	04/17/23		78522	
00212750	3 02743 AUTO PARTS CONNECTION	NAPA EXTENDED LIFE	68.94	R			04/17/23	04/17/23		78746	
00212750	4 02743 AUTO PARTS CONNECTION	BATTERY TESTER	29.99	R			04/17/23	04/17/23		78096	
00212750	5 02743 AUTO PARTS CONNECTION	MOWERS-KEY TAGS	22.92	R			04/17/23	04/17/23		78904	
00212750	6 02743 AUTO PARTS CONNECTION	CORE DEPOSIT REFUND	18.00	R			04/17/23	04/17/23		77817	
00212750	8 02743 AUTO PARTS CONNECTION	VEHICLE#17-BLADERUNNER BELT	38.14	R			04/17/23	04/17/23		78521	
00212753	1 02738 BC AUTO PARTS	VEHICLE#31-ROTOR & DISTRIBUTOR	43.55	R			04/17/23	04/17/23		101253938	
	CAP										
00212756	1 02738 BC AUTO PARTS	CORE DEPOSIT RETURN	16.00	R			04/17/23	04/17/23		101254021	
00212769	1 02743 AUTO PARTS CONNECTION	VEHICLE#31-IGNITION COIL	38.66	R			04/19/23	04/19/23		79478	
00212769	2 02743 AUTO PARTS CONNECTION	VEHICLE#31-SPARK PLUGS	23.28	R			04/19/23	04/19/23		79465	
00212780	1 02738 BC AUTO PARTS	VEHICLE#31-WIRE KIT	92.39	R			04/20/23	04/20/23		101255897	
00212781	1 02743 AUTO PARTS CONNECTION	CABLE TIES	34.62	R			04/20/23	04/20/23		79639	
00212794	1 02738 BC AUTO PARTS	CREDIT-BATTERY & CORE RETURN	156.69	R			04/24/23	04/24/23		101256521	

Account	Description	Item Description	Amount	Stat/chk	Enc Date	First Rcvd	chk/void	Invoice	PO Type
3-01-26-315-202	VEHICLE MAINT-OE-STREETS & ROADS-INSIDE Continued								
00212802	2 02697	ROBEY'S LAWNMOWER REPAIR INC #13 SMALL MOWER-SPINDLE ASSY	733.00	R		04/25/23	04/25/23	91724	
00212803	1 02743	AUTO PARTS CONNECTION VEHICLE#42-AIR FILTER	8.25	R		04/25/23	04/25/23	80170	
00212803	2 02743	AUTO PARTS CONNECTION VEHICLE#42-AIR FILTER HOUSING	19.68	R		04/25/23	04/25/23	80193	
	LID CLIP								
00212812	1 02743	AUTO PARTS CONNECTION VEHICLE#67-AIR & FUEL FILTERS	217.74	R		04/26/23	04/26/23	80361	
00212812	2 02743	AUTO PARTS CONNECTION VEHICLE#64-TEE	6.15	R		04/26/23	04/26/23	80417	
00212813	1 00088	MILLER FORD VEHICLE#64-JET KIT	20.74	R		04/26/23	04/26/23	5427042	
00212814	1 02553	DEJANA TRUCK&UTIL EQUIP CO INC VEHICLE#65-SALT SPREADER	404.46	R		04/26/23	04/26/23	CP39153	
	CONVEYER CHAIN CUT TO FIT								
00212818	1 01474	JESCO INC VEHICLE#1-BACKHOE-AIR FILTERS	59.29	R		04/27/23	04/27/23	PF5946	
00212819	1 02743	AUTO PARTS CONNECTION VEHICLE#16 & 17-MOTOR OIL	53.16	R		04/27/23	04/27/23	80595	
00212819	2 02743	AUTO PARTS CONNECTION VEHICLE#12-OIL FILTER	21.17	R		04/27/23	04/27/23	80615	
			2,001.28						
3-01-26-315-204	VEHICLE MAINT-OE-EMERGENCY MEDICAL SERV								
00212459	1 01552	CAMPBELL SUPPLY CO INC VEHICLE#2725-REPAIRS	7,068.54	R		02/27/23	04/27/23	R101013553	
00212678	1 03269	ZEP SALES & SERVICE TRUCK WASH	1,174.65	R		04/03/23	04/27/23	9008396373	
00212684	1 04002	TACTICAL PUBLIC SAFETY VEHICLE#2729-CHARGER	2,112.40	R		04/03/23	04/27/23	23-006	
			10,355.59						
3-01-30-415-299	ACCUMULATED LEAVE COMP-OE-MISC								
00212801	1 01705	WESTAMPTON TWP ACCUMULATED 2023 BUDGET APPROPRIATION	1.00	R		04/25/23	04/25/23		
3-01-31-440-299	UTIL-TELECOMMUNICATION-OE-MISC								
00212736	3 01272	COMCAST MAY 2023 POLICE XFINITY TV	210.16	R		04/15/23	04/17/23		
00212764	1 00007	VERIZON APRIL 2023 PHONE LINES	120.72	R		04/17/23	04/17/23		
	FIRE ALARM AT AMERICAN LEGION HALL-781								
	RANCOCAS ROAD								
00212773	1 01057	VERIZON WIRELESS APRIL 2023 CELL PHONES &	501.71	R		04/20/23	04/20/23	9932076619	
	POLICE LAPTOP LINES								
00212797	1 01704	COMCAST BUSINESS MAY 2023 BUSINESS PHONE	368.66	R		04/24/23	04/24/23	170802855	
	LINE USAGE IN MUNICIPAL BUILDING								
00212821	1 00033	AT&T MOBILITY APRIL 2023 CELL PHONES	374.80	R		04/27/23	04/27/23		
00212821	2 00033	AT&T MOBILITY APRIL 2023 CELL PHONES	1,459.60	R		04/27/23	04/27/23		
			3,035.65						

Account P. O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void date	Invoice	PO Type
3-01-31-445-299	UTILITIES-WATER & SEWER-MISC								
00212760	1 00989 WILLINGBORO MCPP UTIL AUTH RECREATION CENTER	2ND QTR 2023 WATER & SEWER	215.30	R	04/17/23	04/17/23			
3-01-31-447-299	UTILITIES-PETROLEUM PRODUCTS-MISC								
00212746	1 03393 WEX BANK	MARCH 2023 GASOLINE	178.57	R	04/17/23	04/17/23		88462216	
00212755	1 02492 PETROCHOICE LUBRICATIONS	DIESEL EXHAUST FLUID	241.96	R	04/17/23	04/17/23		51183692	
00212768	3 03418 RIGGINS INC	DIESEL FUEL (4/17/23)	369.77	R	04/18/23	04/18/23		75097046	
			790.30						
3-01-42-109-299	SHARED MSA-EVESHAM TAX COLLECTOR-0E-MISC								
00212789	1 04049 TOWNSHIP OF EVESHAM	MAY 2023 SHARED SERVICES	3,160.21	R	04/22/23	04/22/23		I3-00010	
	AGREEMENT PAYMENT FOR TAX COLLECTOR								
3-01-43-490-020	MUNICIPAL COURT-OTHER EXPENSES-SERVICES								
00212827	3 02656 GOLD TYPE BUSINESS MACHINE INC	1ST QTR 2023 E-TICKETS	490.05	R	04/27/23	04/27/23		39948	
3-01-43-490-036	MUNICIPAL COURT-OE-OFFICE SUPPLIES								
00212693	1 02374 W B MASON CO INC	OFFICE SUPPLIES PER CART ORDER	99.26	R	04/04/23	04/17/23		237649375	
00212702	1 00151 LAWYERS DIARY & MANUAL	NJ LAWYERS DIARY & MANUAL	135.25	R	04/10/23	04/20/23		550936061	
	AS PER INVOICE#550936061		234.51						
3-01-44-901-295	CAPITAL IMPROVEMENT FUND								
00212804	1 00238 CAPITAL TRUST ACCOUNT	2022 BUDGET APPROPRIATION	68,500.00	R	04/25/23	04/25/23			
	FOR CAPITAL IMPROVEMENT FUND								
	5% DOWN PAYMENT ON BOND ORDINANCE#2023-5								
	ACTUAL AMOUNT PER ORDINANCE IS \$68407								
3-01-55-900-001	REGIONAL HIGH SCHOOL TAX								
00212744	1 00004 RANCOAS VALLEY REG HIGHSCHOOL	MAY 2023 REGIONAL HIGH SCHOOL TAXES	506,269.50	R	04/17/23	04/17/23			
3-01-55-900-002	LOCAL DISTRICT SCHOOL TAX								
00212745	1 00074 WESTAMPTON TWP BD OF EDUCATION	MAY 2023 LOCAL SCHOOL DISTRICT TAXES	994,853.25	R	04/17/23	04/17/23			
3-01-55-900-003	COUNTY TAX								
00212783	1 00113 BURLINGTON COUNTY TREASURER	2ND QTR 2023 COUNTY TAXES	1,005,491.70	R	04/20/23	04/20/23		23-00061	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
3-01-55-900-004 00212783 2 00113	COUNTY LIBRARY TAX BURLINGTON COUNTY TREASURER	2ND QTR 2023 COUNTY TAXES	89,406.56	R	04/20/23	04/20/23		23-00061	
3-01-55-900-008 00212750 7 02743	RESERVE FOR STATE GRANTS AUTO PARTS CONNECTION	RECYCLING-BRUSH TRAILER	171.42	R	04/17/23	04/17/23		77669	
00212751 1 01504	BATTERY & CORE DEPOSIT SERVICE TIRE TRUCK CENTER INC	RECYCLING-#3 BRUSH TRAILER	659.20	R	04/17/23	04/17/23		23-0188972-015	
00212752 1 00485	2 NEW TIRES HIGWAY TIRE INC	RECYCLING-#3 BRUSH TRAILER	35.00	R	04/17/23	04/17/23		36588	
00212796 1 01107	FLAT REPAIR TREASURER STATE OF NJ	RECYCLING-COMPLIANCE	1,015.00	R	04/24/23	04/24/23		230491170	
00212821 3 00033	MONITORING FEES AT&T MOBILITY	RECYCLING-IPADS FOR PUB WKS	792.18	R	04/27/23	04/27/23			
			2,672.80						
3-01-55-900-013 00212783 3 00113	COUNTY FARMLAND PRESERVATION TAX BURLINGTON COUNTY TREASURER	2ND QTR 2023 COUNTY TAXES	78,106.55	R	04/20/23	04/20/23		23-00061	
3-01-55-900-018 00212779 2 00104	DCA STATE TRAINING FEES TREASURER STATE OF NJ	1ST QTR 2023 DCA TRAINING FEES	5,860.00	R	04/20/23	04/20/23			
		Fund Total: CURRENT FUND	2,839,470.28						
Fund:	CAPITAL FUND								
3-04-55-922-03C 00212791 1 04132	CAPITAL BOND ORDINANCE#2022-3-C (MCPBLD) CITY ELECTRIC SUPPLY	LED 2 HEAD EMERGENCY LIGHTS	87.30	R	04/24/23	04/24/23		BMH/021392	
00212815 1 04132	CITY ELECTRIC SUPPLY	HOLE ROMAX STRAP & COVER	16.41	R	04/26/23	04/26/23		BMH/021438	
			103.71						
3-04-55-922-06C 00212446 1 03374	CAPITAL-ORDINANCE#2022-6-C (EMS VEH&EQ) HERTRICH FLEET SERVICES INC	2023 FORD EDGE SE AWD	36,077.45	R	02/27/23	04/22/23		44014	
	PER QUOTE								
		Fund Total: CAPITAL FUND	36,181.16						

Account P. O. Id Item Vendor	Description	Item Description	Amount	Stat/chk	Enc Date	First Rcvd Date	chk/Void date	Invoice	PO Type
Fund: ESCROW FUND									
3-14-56-850-960	VIRTUA MEMORIAL HOSPITAL (804-1,7,7QFARM)								
00212785 1 03357	MALAMUT & ASSOCIATES LLC	MARCH 2023 LEGAL	30.00	R		04/22/23	04/22/23	11871	
3-14-56-851-002	MRP INDUSTRIAL NE LLC (902-1,2,3)								
00212800 1 00560	ALATMO GROUP INC	JANUARY 2023 ENGINEERING	110.00	R		04/24/23	04/24/23	214801	
3-14-56-851-005	THE SALT & LIGHT CO INC (1208-11)								
00212772 1 03246	FLORIO PERRUCCI STEINHARDT	MARCH 2023 LEGAL	37.00	R		04/20/23	04/20/23	609698	
3-14-56-851-027	RANCOGAS HOLDINGS LLC (201-10 & 11)								
00212798 1 02461	GME ASSOCIATES	MARCH 2023 ENGINEERING	555.00	R		04/24/23	04/24/23	324920	
00212799 1 03246	FLORIO PERRUCCI STEINHARDT	FEBRUARY 2023 LEGAL	74.00	R		04/24/23	04/24/23	608101	
00212824 1 03246	FLORIO PERRUCCI STEINHARDT	MARCH 2023 LEGAL	499.50	R		04/27/23	04/27/23	609699	
			1,128.50						
3-14-56-851-034	FLY HIGH EXPRESS (401-3)								
00212805 1 03246	FLORIO PERRUCCI STEINHARDT	MARCH 2023 LEGAL	222.00	R		04/25/23	04/25/23	609701	
00212806 1 02461	GME ASSOCIATES	FEBRUARY 2023 ENGINEERING	1,160.00	R		04/25/23	04/25/23	323552	
00212806 2 02461	GME ASSOCIATES	MARCH 2023 ENGINEERING	1,140.75	R		04/25/23	04/25/23	324921	
			2,522.75						
3-14-56-851-040	AMERI LEASING INC (1001-4.01)								
00212788 3 02461	GME ASSOCIATES	MARCH 2023 ENGINEERING	835.00	R		04/22/23	04/22/23	326750	
3-14-56-851-041	GRACE LIFE MINISTRIES (1206-4 & 5)								
00212747 1 02461	GME ASSOCIATES	FEBRUARY 2023 ENGINEERING	1,900.00	R		04/17/23	04/17/23	324924	
00212747 2 02461	GME ASSOCIATES	MARCH 2023 ENGINEERING	690.00	R		04/17/23	04/17/23	326320	
00212810 1 02461	GME ASSOCIATES	APRIL 2023 ENGINEERING	509.75	R		04/25/23	04/25/23	326751	
			3,099.75						
3-14-56-851-042	TRANSWESTERN DEVELOPMENT CO (906.07-5)								
00212788 1 02461	GME ASSOCIATES	MARCH 2023 ENGINEERING	2,415.00	R		04/22/23	04/22/23	326749	
00212788 2 02461	GME ASSOCIATES	MARCH 2023 ENGINEERING	1,713.75	R		04/22/23	04/22/23	326319	
			4,128.75						
3-14-56-851-822	DOLAN CONTRACTORS (203.08-1.01)								
00212771 1 02461	GME ASSOCIATES	MARCH 2023 ENGINEERING	3,227.50	R		04/20/23	04/20/23	326317	



Account P. O. Id	Item Vendor	Description	Item Description	Continued	Amount	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	PO Type
3-14-56-851-822	4 02461	DOLAN CONTRACTORS (203.08-1.01)	MARCH 2023 ENGINEERING		2,614.00	R	04/22/23	04/22/23		326748	
00212788		CME ASSOCIATES			5,841.50						
Fund Total: ESCROW FUND					17,733.25						
Fund: RECREATION FUND											
3-17-55-900-113	1 03617	RECREATION-EQUIPMENT FUND	ALL MODULES-MVREC SYSTEM-2023		4,835.00	R	04/27/23	04/27/23		032165365	
00212825		MYRECDEPT.COM									
Fund Total: RECREATION FUND											
3-17-55-900-124	1 01177	RECREATION-FIELD & FACILITY MAINTENANCE	MAY 2023 PORTABLE TOILET		85.00	R	04/27/23	04/27/23		A-366760	
00212823		MR BOB'S PORTABLE TOILETS									
Fund Total: RECREATION FUND											
Fund: OPEN SPACE FUND											
3-18-54-375-200	1 00192	OPEN SPACE-LAND MAINTENANCE-OTHER EXP	CHAIN LINK FENCE INSTALLATION		8,720.00	R	03/29/23	04/25/23		404456	
00212640		ALENGO FENCE & LUMBER CORP									
Fund Total: OPEN SPACE FUND											
00212754	1 03593	AT 4 BASEBALL FIELDS AS PER ESTIMATE#46786	AIR FRESHENER, TRASH CAN LINER		1,563.29	R	04/17/23	04/17/23		562893	
00212754		DEL VEL CHEMICAL CO INC									
Fund Total: OPEN SPACE FUND											
00212761	1 00989	AT SPORTS COMPLEX	2ND QTR 2023 WATER & SEWER		215.30	R	04/17/23	04/17/23			
00212761		WILLINGBORO MCP L UTIL AUTH									
Fund Total: OPEN SPACE FUND											
00212787	1 00063	CONCESSION STAND	APRIL 2023 ELECTRIC		4,857.84	R	04/22/23	04/22/23		600608366834	
00212787		PSE&G									
Fund Total: OPEN SPACE FUND											
00212792	1 04123	CONCESSION STAND	SWINGS		65.38	R	04/24/23	04/24/23		49328	
00212792		MASTER WIRE MFG INC									
Fund Total: OPEN SPACE FUND											
00212793	1 01271	CONCESSION STAND	HOOKS FOR SWINGS		17.90	R	04/24/23	04/24/23		1627198	
00212793		JOSEPH FAZZIO INC									
Fund Total: OPEN SPACE FUND											
Fund Total: OPEN SPACE FUND					15,439.71						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/chk	First Enc Date	Rcvd Date	CHK/Void Date	Invoice	PO Type
Fund: FIRE CODE PENALTY FUND									
3-19-56-850-800	FIRE CODE PENALTY FUND EXPENDITURES		3,832.70	R	04/27/23	04/27/23		IN1860004	
00212015	MUNICIPAL EMERGENCY SERV INC	SETS OF PPE							
	Fund Total: FIRE CODE PENALTY FUND		3,832.70						
Fund: POLICE OUTSIDE OVERTIME FUND									
3-21-56-850-800	POLICE OUTSIDE OVERTIME EXPENDITURES		272.04	R	04/18/23	04/18/23			
00212767	CURRENT FUND	ADMINISTRATIVE FEES							
	APRIL 17 2023 PAYROLL								
	Fund Total: POLICE OUTSIDE OVERTIME FUND		272.04						
	Year Total:		2,917,849.14						
Total Charged Lines: 132	Total List Amount: 2,951,526.30	Total Void Amount: 0.00							

Totals by Year-Fund	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description							
CURRENT FUND	3-01	238,380.28	0.00	238,380.28	0.00	0.00	238,380.28
RECREATION FUND	3-17	5,251.74	0.00	5,251.74	0.00	0.00	5,251.74
POLICE OUTSIDE OVERTIME FUND	3-21	6,655.46	0.00	6,655.46	0.00	0.00	6,655.46
Total of All Funds:		<u>250,287.48</u>	<u>0.00</u>	<u>250,287.48</u>	<u>0.00</u>	<u>0.00</u>	<u>250,287.48</u>

P.O. Type: All  
Range: 00212737 to 00212740  
Format: Detail with Line Item Notes

Open: N Paid: N Void: N  
Rcvd: Y Held: Y Aprv: N  
Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	Amount	Charge Account	Contract	PO Type	Stat/Chk	First Rcvd	Chk/Void	Invoice
Item Description					Acct Type	Description	Enc	Date	Date	
00212737 04/17/23 00002 PAYROLL ACCOUNT										
1	PAYROLL-APRIL 17 2023		6,182.50	3-21-56-850-800	B	POLICE OUTSIDE OVERTIME EXPENDITURES	R	04/17/23	04/17/23	
2	FICA & MEDICARE-APRIL 17 2023		472.96	3-21-56-850-800	B	POLICE OUTSIDE OVERTIME EXPENDITURES	R	04/17/23	04/17/23	
6,655.46										
00212738 04/17/23 00002 PAYROLL ACCOUNT										
1	PAYROLL-APRIL 17 2023		2,963.41	3-17-55-900-104	B	RECREATION-BEFORE & AFTER SCHOOL PROGRAM	R	04/17/23	04/17/23	
2	PAYROLL-APRIL 17 2023		700.00	3-17-55-900-111	B	RECREATION-BASKETBALL LEAGUE	R	04/17/23	04/17/23	
3	PAYROLL-APRIL 17 2023		165.12	3-17-55-900-129	B	RECREATION-SPORTS COMPLEX	R	04/17/23	04/17/23	
4	PAYROLL-APRIL 17 2023		1,050.00	3-17-55-900-131	B	RECREATION-CONCESSION STAND SALES	R	04/17/23	04/17/23	
5	FICA & MEDICARE-APRIL 17 2023		226.70	3-17-55-900-104	B	RECREATION-BEFORE & AFTER SCHOOL PROGRAM	R	04/17/23	04/17/23	
6	FICA & MEDICARE-APRIL 17 2023		53.55	3-17-55-900-111	B	RECREATION-BASKETBALL LEAGUE	R	04/17/23	04/17/23	
7	FICA & MEDICARE-APRIL 17 2023		12.63	3-17-55-900-129	B	RECREATION-SPORTS COMPLEX	R	04/17/23	04/17/23	
8	FICA & MEDICARE-APRIL 17 2023		80.33	3-17-55-900-131	B	RECREATION-CONCESSION STAND SALES	R	04/17/23	04/17/23	
5,251.74										
00212739 04/17/23 00002 PAYROLL ACCOUNT										
1	PAYROLL-APRIL 17 2023		6,743.89	3-01-20-120-011	B	ADMINISTRATIVE & EXECUTIVE-S&W-REGULAR	R	04/17/23	04/17/23	
2	PAYROLL-APRIL 17 2023		3,694.43	3-01-20-130-011	B	FINANCIAL ADMINISTRATION-S&W REGULAR	R	04/17/23	04/17/23	
3	PAYROLL-APRIL 17 2023		2,285.04	3-01-20-150-012	B	ASSESSMENT OF TAXES-S&W-REGULAR	R	04/17/23	04/17/23	
4	PAYROLL-APRIL 17 2023		230.80	3-01-21-180-012	B	LAND DEVELOPMENT BOARD-S&W REGULAR	R	04/17/23	04/17/23	
5	PAYROLL-APRIL 17 2023		6,204.83	3-01-22-195-011	B	CONSTRUCTION OFFICIAL-S&W-REGULAR	R	04/17/23	04/17/23	
6	PAYROLL-APRIL 17 2023		87,147.86	3-01-25-240-011	B	POLICE-SALARIES & WAGES-REGULAR	R	04/17/23	04/17/23	
7	PAYROLL-APRIL 17 2023		5,230.19	3-01-25-240-014	B	POLICE-S&W-REGULAR OVERTIME	R	04/17/23	04/17/23	
8	PAYROLL-APRIL 17 2023		811.00	3-01-25-240-017	B	POLICE-S&W-SHIFT SUPERVISOR	R	04/17/23	04/17/23	
9	PAYROLL-APRIL 17 2023		122.49	3-01-25-240-018	B	POLICE-S&W-COURT OVERTIME	R	04/17/23	04/17/23	
10	PAYROLL-APRIL 17 2023		54,844.08	3-01-25-260-011	B	EMERGENCY MEDICAL SERVICES-S&W REGULAR	R	04/17/23	04/17/23	
11	PAYROLL-APRIL 17 2023		8,154.00	3-01-25-260-012	B	EMERGENCY MEDICAL SERVICES-S&W-PER DIEM	R	04/17/23	04/17/23	
12	PAYROLL-APRIL 17 2023		4,050.07	3-01-25-260-014	B	EMERGENCY MEDICAL SERVICES-S&W-OVERTIME	R	04/17/23	04/17/23	
13	PAYROLL-APRIL 17 2023		3,432.62	3-01-25-260-016	B	EMERGENCY MEDICAL SERVICES-S&W PART-TIME	R	04/17/23	04/17/23	
14	PAYROLL-APRIL 17 2023		27,177.11	3-01-26-290-011	B	STREETS & ROADS-SALARIES & WAGES-REGULAR	R	04/17/23	04/17/23	
15	PAYROLL-APRIL 17 2023		103.38	3-01-26-290-014	B	STREETS & ROADS-S&W-REGULAR OVERTIME	R	04/17/23	04/17/23	
16	PAYROLL-APRIL 17 2023		3,367.12	3-01-42-195-012	B	SHARED MCPL SERV AGREEMENTS-CCO-S&W-REG	R	04/17/23	04/17/23	
17	PAYROLL-APRIL 17 2023		7,119.65	3-01-43-490-011	B	MUNICIPAL COURT-SALARIES & WAGES-REGULAR	R	04/17/23	04/17/23	
18	PAYROLL-APRIL 17 2023		932.00	3-01-43-490-014	B	MUNICIPAL COURT-SALARIES&WAGES-OVERTIME	R	04/17/23	04/17/23	

PO #	P.O. Date	Vendor	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	First Rcvd	Enc Date	chk/Void	Invoice
00212739	04/17/23	00002	420.00	3-01-55-900-008	Continued	B RESERVE FOR STATE GRANTS	R	04/17/23	04/17/23		
19	CLEAN COMM-PAYROLL	4/17/2023	222,070.56								
00212740	04/17/23	00002		PAYROLL ACCOUNT							
1	FICA & MEDICARE-APRIL 17 2023		15,896.62	3-01-36-472-286		B FICA & MEDICARE TAX	R	04/17/23	04/17/23		
2	APRIL 2023 DCRP CONTRIBUTIONS		413.10	3-01-36-477-299		B DEFINED CONTRIB RETIREMENT PROG-OE-MISC	R	04/17/23	04/17/23		
			16,309.72								

Total Purchase Orders:	4	Total P.O. Line Items:	31	Total List Amount:	250,287.48	Total Void Amount:	0.00
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TOWNSHIP OF WESTAMPTON

APPOINT DANIEL HAMLIN AS SUPERVISOR OF PUBLIC WORKS

RESOLUTION No. 65-23

WHEREAS, within Westampton Township there exists a need to appoint a Supervisor of Public Works; and

WHEREAS, the Director of Public Works has determined that Daniel Hamlin is a successful candidate to promote to the Supervisor of Public Works; and

WHEREAS, Daniel Hamlin will be required to perform the duties as Supervisor of Public Works as prescribed by the Director of Public Works and Township Administrator.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Westampton, County of Burlington and State of New Jersey that Daniel Hamlin, be and is hereby appointed to the position of Supervisor of Public Works at the rate of \$77,719.00 annually, for the Township of Westampton beginning April 24, 2023.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

TOWNSHIP OF WESTAMPTON  
 APPOINT FULL TIME PATROLMAN  
 RESOLUTION NO. 66-23

WHEREAS, the Chief of Police has made a recommendation to appoint Patrolman Pedro Jimenez as a full-time member of the Westampton Township Police Department starting on May 1, 2023;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Westampton, County of Burlington and State of New Jersey that Ptl. Pedro Jimenez, be and is hereby appointed to the position of Full Time Patrolman for the Police Department in the Township of Westampton to serve a probationary term of twelve (12) months starting on May 1, 2023.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

\_\_\_\_\_  
 Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

**TOWNSHIP OF WESTAMPTON**

**A RESOLUTION APPROVING A TAX APPEAL SETTLEMENT  
ON THE PROPERTY LOCATED AT 2020 BURLINGTON MOUNT HOLLY ROAD  
BLOCK 905, LOT 1.02**

**RESOLUTION NO. 67-23**

WHEREAS, VASP Hospitality, LLC, formerly known as Shri Sai Dev, LLC has filed tax appeals with the New Jersey Tax Court on the property located at 2020 Burlington Mount Holly Road, Westampton, New Jersey, also known as Block 905, Lot1.02 on the Township Official Tax Map under Docket Nos.007412-2020, 003641-2021, 002203-2022 and 003312-2023; and

WHEREAS, a settlement has been reached with respect to these pending tax appeals that would result in the affirmance of the municipal tax assessment on the property for tax year 2020 and with the municipal assessments for the years 2021, 2022 and 2023 being reduced as follows with any refund due being payable as a credit against future tax obligations:

- 2021 Assessment reduced to \$7,700,000
- 2022 Assessment reduced to \$9,000,000
- 2023 Assessment reduced to \$9,000,000

NOW, THEREFORE, BE IT RESOLVED that the Westampton Township Committee accepts said settlement and authorizes the Clerk and the Township's Special Tax Counsel to sign all necessary documents to effect this settlement.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

\_\_\_\_\_  
Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						



TOWNSHIP OF WESTAMPTON

APPOINT JILL TORPEY AS SECRETARY TO THE  
LAND DEVELOPMENT BOARD

RESOLUTION NO. 68-23

WHEREAS, there exists a need to appoint a Secretary to the Land Development Board in the Township of Westampton;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Westampton, County of Burlington and State of New Jersey that Jill Torpey, be and is hereby appointed to the position of Secretary to the Land Development Board for the Township of Westampton through a shared service agreement with Mount Holly Township.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

\_\_\_\_\_  
Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

TOWNSHIP OF WESTAMPTON

RESOLUTION TO PARTICIPATE WITH BURLINGTON COUNTY IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM FOR FISCAL YEARS 2024-2026  
RESOLUTION NO. 69-23

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships (“HOME”) Program, may make federal funds available to the County to expand the supply of decent and affordable housing; and

WHEREAS, the Housing and Community Development Act of 1974, as amended and supplemented (24 U.S.C. 93-383 et seq.) (the “Act”), provides that Community Development Block Grant (“CDBG”) funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income and said funds may be made available to the County for the operation of CDBG Programs on satisfaction of certain criteria; and

WHEREAS, an urban county and constituent municipalities can ask the U.S. Department of Housing and Urban Development (“HUD”) to approve the inclusion of the Municipality as part of the Urban County for purposes of planning and implementing a joint community development and housing assistance program; and

WHEREAS, New Jersey law authorizes counties and municipalities to enter into agreements with each other and the Municipality wishes to participate with the County to implement programs for which these funds may be used; and

WHEREAS, the above-named Municipality and County wish to enter into a joint agreement for the above-reference period;

NOW, THEREFORE, the Board of Commissioners of the County of Burlington and Municipality hereby agree to the attached agreement.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

**BURLINGTON COUNTY, NEW JERSEY  
URBAN COUNTY COOPERATION AGREEMENT**

**FOR PROGRAM YEARS (FEDERAL FY) 2024-2026**

THIS agreement is made by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLINGTON (hereafter the "Board" or "County") and the below-named Municipality to establish a cooperative relationship for the conduct of certain community development activities, and

MUNICIPAL PARTICIPANT ("Municipality"):      Westampton Township  
710 Rancocas Road  
Westampton, NJ 08060

WITNESSETH:

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships ("HOME") Program, may make federal funds available to the County to expand the supply of decent and affordable housing; and

WHEREAS, the Housing and Community Development Act of 1974, as amended and supplemented (24 U.S.C. 93-383 et seq.) (the "Act"), provides that Community Development Block Grant ("CDBG") funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income and said funds may be made available to the County for the operation of CDBG Programs on satisfaction of certain criteria; and

WHEREAS, an urban county and constituent municipalities can ask the U.S. Department of Housing and Urban Development ("HUD") to approve the inclusion of the Municipality as part of the Urban County for purposes of planning and implementing a joint community development and housing assistance program; and

WHEREAS, New Jersey law authorizes counties and municipalities to enter into agreements with each other and the Municipality wishes to participate with the County to implement programs for which these funds may be used; and

WHEREAS, the above-named Municipality and County wish to enter into a joint agreement for the above-reference period;

NOW, THEREFORE, the Board of Commissioners of the County of Burlington and Municipality hereby agree as follows:

1. Purpose. The purpose of this Agreement is to satisfy Federal criteria so that the Board may apply for, receive, and disburse federal funds available to eligible urban counties under the CDBG Program and the HOME Program, and to carry out community development programs during the above-referenced federal fiscal years in cooperation with participating municipalities. Funds received pursuant to the CDBG and HOME Programs will be used to accomplish purposes authorized by the Acts (see CFR 24, Section 570.201 through 570.206 - CDBG and 24 CFR 92.205.213 - HOME). Nothing contained in this Agreement shall be interpreted as restricting the Municipality or other unit of local government of any power or other lawful authority it possesses, nor shall any municipality be deprived of any state or federal aid to which it might be entitled in its own right, except as it may apply pursuant to any provision of this Agreement.

**2. COUNTY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES**

2.1. Authorization. The Board is authorized, directed and appointed to undertake or assist in undertaking essential community development and housing assistance activities from CDBG funds and HOME Program funds it receives for the above-referenced Program Years. The Board shall have the final responsibility for selecting projects and filing required statements in accordance with the

rules, regulations, executive orders and statutes adopted to implement the Act. The Municipality is hereby designated as a cooperative unit of general local government. The Board hereby agrees to cooperate with the Municipality to undertake or assist in undertaking community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing.

2.2. Programs. The Board is hereby designated as the responsible unit of general local government to undertake activities that are eligible for funding. The Board shall be responsible for assuring the administration and effectuation of activities in accordance with all HUD requirements.

2.3. Receipt of Funds. The Board shall be the designated recipient of all federal funds. These funds shall be placed in a County trust fund, a separate bank account established and maintained in accordance with applicable laws.

2.4. Expenditure of Funds. On authorization by the Board, and in compliance with State law, the Board may expend funds from its trust fund to accomplish a project directly or by payment to the particular municipality pursuant to contract. No person or entity may expend or commit funds except as may be authorized pursuant to this Agreement. No participant under this Agreement shall be obligated to expend its own funds except as may be mutually agreed between the Board and the Municipality.

2.4.1. Ineligible Use of Funds. County shall not fund activities in or in support of Municipality or other municipalities that do not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification. Nothing herein shall prohibit a municipality from exercising its authority to comment on, challenge or support any land use related matter proposed by or on behalf of the County that may affect it in its reasonable judgment.

2.5. Distribution of Funds. CDBG funds received by the County pursuant to this Agreement shall be distributed to Municipality on a reimbursement basis. To request a distribution Municipality shall submit a written request for distribution that complies with all applicable HUD and County requirements. County will request funds from HUD no more than twice monthly, and shall distribute all funds received under this Agreement to Municipality promptly following their receipt. County's obligation under this Section shall be limited to funds actually received by HUD for requests that meet all HUD and County requirements. The County shall be obligated to fund no more than the amount that County has received and set aside for Municipality.

2.6. In no event shall County be obligated to distribute more funds to Municipality under this Agreement than County receives during the three-year agreement period. If HUD does not award CDBG funds to County in a given year, County's obligation to distribute those funds to Municipality will be terminated. If the County loses its Urban County status through the imposition of HUD administrative sanctions or if the CDBG program or any successor program is eliminated by an act of Congress and major statutory changes are made to 24 U.S.C. 93-383 et seq., which authorizes the CDBG program, County is not obligated to provide CDBG funds to Municipality.

2.7. Administration of Program. Except for administration of those funds distributed directly to Municipality as set forth in Section 2.5, County shall have the responsibility of administering the CDBG program including, but not limited to, preparation of plans to be submitted to HUD, issuance of notices, requests' for project submittals, evaluation administration and monitoring of projects not paid for solely with Municipal CDBG funds, tracking and receiving program income and reporting to HUD. Municipality is, to the greatest extent permissible by law and regulations, responsible for compliance with federal and New Jersey State environmental laws and for all required noticing and documentation for projects funded under this Agreement within its jurisdictional boundaries. Once any applicable noticing requirements have been met, Municipality shall submit to County all required documentation and supporting materials. On receipt and review of said documents by County, County shall be responsible for submitting Requests for Release of Funds to HUD and obtaining Authority to Use Grant Funds.

2.8. Administrative Fees. Except for that portion of administration fees that are part of the HUD Identified Municipal Entitlement which shall be paid to Municipality, the County may retain fees for the management of the CDBG Program subject to the percentage permitted by HUD regulations. The administrative fees assigned to Municipality as a part of the HUD Identified Municipality Entitlement shall be at a percentage not to exceed that allowed by HUD regulations. Only costs associated with the management and administration of the CDBG Program may be charged against CDBG administrative allocations.

2.9. County will be responsible for reports to be prepared as may be required by CDBG regulations, including but not limited to the Consolidated Plan, the Annual Action Plan, the Comprehensive Annual Performance Evaluation Report ("CAPER"), and Cash and Management Information System reports. County and Municipality will cooperate in the collection of, and will furnish any and all information required for, reports to be prepared as may be required by CDBG regulations.

2.10 Change in Law. In the event that Congress amends the Act in a manner that would prevent Municipality from being able to regain its status as a "Metropolitan Municipality," per Section 42 USC 5302(a)(4)(a) of the Act, because Municipality relinquished its status as a Metropolitan Municipality for the purpose of assisting County in obtaining CDBG funds under this Agreement, County agrees, as long as County receives CDBG funds, or similar funds from any successor program which receives an annual Congressional appropriation, that County will take all reasonable actions, including, but not limited to, entering into subsequent cooperation agreements, or similar agreements, with Municipality in order for Municipality to receive benefits for which it may be eligible.

### **3. MUNICIPALITY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES.**

3.1. The Municipality agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal, and publicly assisted housing. The Municipality agrees to take the necessary actions, as determined by the County, to carry out a community development program and the approved Consolidated Plan and to fulfill all other applicable requirements of the CDBG and HOME Programs. The Municipality further agrees to not obstruct implementation of the approved Consolidated Plan during the term of this Agreement and for such additional time as may be required for the expenditure of funds granted to the County for such period.

3.2. Municipality's Use of CDBG Funds. The Municipality agrees that, pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503. It shall be responsible for compliance with the conditions for an award to it and implementation of funds allocated to Municipality pursuant to this Agreement.

3.3. Municipality may contract with other entities to perform CDBG-eligible activities. Municipality agrees any CDBG-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the CDBG Regulations at 24 CFR 570. In addition, any contract made between Municipality and another entity for the use of CDBG funds pursuant to this Agreement shall comply with all applicable CDBG rules, guidance and regulations. A copy of all executed contracts for CDBG funded activities shall be available to the County as program administrator.

3.4. The Municipality warrants that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and the Municipality has adopted a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdictions.

3.5. Municipality's Acknowledgements and Covenants. By executing this Agreement the Municipality acknowledges that

- it becomes ineligible to apply for grants under the Small Cities or State Community Development Block Grant Programs from appropriations for the fiscal years during the period in which it is participating in Burlington County's Community Development Block Grant Program.
- it may only participate in a HOME Program through Burlington County, regardless of whether the County receives a HOME formula allocation. Even if the County does not receive a HOME formula allocation, the Municipality cannot form a HOME consortium with other local governments.
- Urban county funding is prohibited in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the Board's action to comply with its obligations to affirmatively further fair housing.
- CDBG funds will be used for activities and/or projects prioritized by Municipality to alleviate its identified community needs eligible under the Act. Administration costs associated with the HUD identified Municipality entitlement CDBG funds will be used by Municipality as required to carry out administrative activities eligible under the Act.
- CDBG funding for activities in or in support of Municipality are prohibited if Municipality does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification, except to the extent Municipality is exercising its governmental authority to comment on, challenge or support any land use related matter proposed by or on behalf of County which may affect Municipality, in Municipality's reasonable judgment.
- it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
- it becomes ineligible to apply for grants under the ESG Program, regardless of whether the County receives an ESG formal allocation. This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.

3.6. Municipal Cooperation. The Municipality will reasonably cooperate with County regarding this Agreement. As and when requested by County, the Municipality will furnish to the County any and all pertinent information which the Municipality may possess during the time of performance of County's duties under this Agreement

3.7. Reporting. Municipality shall prepare and submit a report to County on a monthly basis describing the activity, the work performed to date and whether the objective of the program has been achieved.

#### **4. COVENANTS, AGREEMENTS AND RESPONSIBILITIES OF BOTH PARTIES**

4.1. In compliance with Urban County Certification, the County and the Municipality agree to take all action necessary to assure compliance with the County's certification required by the Act and other applicable laws and regulations. Further, the County and the Municipality acknowledge that use of urban county funding is prohibited for activities in or in support of any cooperating unit of general or local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- The County and the Municipality are obligated to take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the

Housing and Community Development Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing.

- The County and the Municipality are obligated to comply with section 109 of Title I of the Housing and Community Development Act of 1973 and the Age Discrimination Act of 1975.
- The County and the Municipality are obligated to comply with any other applicable laws and regulations.

4.2. Compliance with Final Programs and Plans. County and Municipality shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of the Act and its regulations and approved by HUD.

4.3. Grant Administration. The County shall be responsible for ensuring that funds are used in accordance with all program requirements as set forth in 24 CFR Part 570 and 24 CFR 92. Participating municipalities are subject to the same requirements as are applicable to sub-recipients, including the requirement to sign a written agreement, which shall contain the provisions as set forth in 24 CFR Part 570.503 and 24 CFR 92.504.

4.4. Compliance with Laws. The parties agree to comply with all applicable laws, ordinances and codes of the federal, state and local governments, including New Jersey's Local Government Ethics Law.

4.5. Cost of Program: Federal/Local Share. The cost of programs operated pursuant to this Agreement shall be met by federal funding pursuant to Title I of the Act. Federal assistance made available hereunder shall not be utilized to substantially reduce the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

4.6. Disposition of Real Property. The provisions of this section set forth the standards that shall apply to real property acquired or improved in whole or in part using CDBG funds received by Municipality pursuant to this Agreement.

Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, Municipality shall notify County and obtain authorization for said modification or change. Municipality shall reimburse County with non-CDBG funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under CDBG regulations.

This section does not apply to any property owned by Municipality prior to the date of this agreement.

4.7. Records. Municipality and County shall maintain, on a current basis, complete records, including but not limited to, contracts, loan documents, rehabilitation write-ups, final inspection reports, books of original entry, source documents supporting accounting transactions, eligibility and service records any of which may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this agreement in accordance with CDBG regulations. To the extent permitted by law, County and Municipality will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this agreement. Records shall be maintained for the period of this Agreement plus three years.

4.8. Other Agreements. County and Municipality will enter into a further written agreement that contains these minimum requirements. Prior to disbursing any CDBG funds to Municipality, County,

shall execute said written agreement with Municipality. Said agreement shall remain in effect during any period that Municipality has control over CDBG funds, including program income.

## **5. CITIZEN ADVISORY COMMITTEE**

5.1. There is hereby established a Citizen Advisory Committee. The Division Head of the Burlington County Community Development Program shall act as Administrative Liaison Officer. He/she shall provide technical and administrative support to the Committee and act as liaison between the Committee and the Board.

5.2. Membership. The Committee shall consist of not less than 60 members, as follows:

### Appointments by County Director:

County Office on Aging (1)  
County Health Department (1)  
Burlington County Planning Board (2)  
Workforce Investment Board (1)  
Local Unit Manager or Administrator (1)  
Labor Union (1)  
Housing Developer (1)  
Bank; Commercial Lender (1)  
Board of Social Services (1)  
Environmentalist (1)  
Realtor (1)  
Citizens-at-Large (5)

### Appointments by Chief Executive Officer or governing body

Municipality (maximum of 40)  
Burlington County Bridge Commission, Dept. of Economic Development &  
Regional Planning (1)  
Joint Base – McGuire-Dix-Lakehurst (1)  
Burlington County Community Action Program (1)

5.3. Meeting Schedule and Operation. The Committee shall meet promptly after its establishment and thereafter as often as it deems necessary. It shall establish rules of procedure deemed necessary to effectuate this Agreement.

5.4. Committees and Subcommittees. The Committee shall create an Executive Committee and such other sub-committees it deems necessary to perform its work. Only Committee members shall be eligible to serve on such sub-committees.

5.5. Quorum. A simple majority (not less than 51%) of the municipalities that have submitted applications for the year under consideration shall constitute a quorum.

5.6. Advisory Committee's Duties. The Committee shall

- study the community development needs of the participating municipalities
- plan for the prudent utilization of funds made available to the Board.
- recommend that the Board make application for federal funding, including funds for "urban counties".
- develop, in the manner prescribed herein, a Community Development Plan for Burlington County, to include a housing assistance program.
- recommend that the Board prepare such other documents and certifications of compliance required for its participation in the Community Development Block Grant Program and the Home Investment Partnerships Program.



5.7. Establishment of Priorities. After consultation with affected municipal and county governments, the Committee shall develop priorities for utilization of funds made available pursuant to the Board's application authorized herein. The Committee shall recommend the means for accomplishing each project or activity to be funded. Municipalities which disapprove of a proposed activity shall so advise the Board prior to the Board's submission of its application to HUD.

5.8. Each Municipality signing this Agreement shall be eligible to request to participate in the plan for expenditure of funds received by the Board pursuant to this Agreement, comment on the overall needs of the County to be served with these funds, and otherwise participate in Committee proceedings. No project may be undertaken or service provided in any municipality without the acknowledgment of that Municipality's governing body.

5.9. The Coordinator of the Community Development Program shall compile an annual report for the Committee. The Committee shall thereupon report its findings to the Board as may be required for submission to the Federal Government.

## **6. PLAN DEVELOPMENT AND USE OF FUNDS**

6.1. Preparation of CDBG Application. The County shall be responsible for preparing and submitting to HUD, pursuant to 24 CFR 91, all necessary applications and materials to obtain CDBG entitlement as an Urban County under the Act. This duty shall include complying with all applicable noticing requirements, the preparation and processing of County Housing, Community and Economic Development Needs Identification, Citizen Participation Plans, the County Consolidated Plan, and other CDBG related programs which satisfy the application requirements of the Act and all applicable regulations. The County agrees to include the Municipality's plan submitted in accordance with Section 6.3.

6.2. Plan Contents. The plan shall include the following:

- Planning and Administration. Funds designated to pay for the costs incurred in the implementation of the rehabilitation loan program.
- Locally Determined Activities. Programs designed by the municipalities to improve conditions approved by the Community Development Office.
- County Determined Activities. Programs designed by the County to improve existing conditions within the municipalities, as needed, on a year-to-year basis, on approval of the Board.
- Cost Overrun Account. Funds set aside for use when needed, to be made available pursuant to program amendments during the year, in order to allow some flexibility in the above-described programs.

6.3. Municipal Plan. The Municipality shall assist the County by preparing a community development plan for the period of this Agreement which identifies community development and housing needs, and projects and programs for the Municipality and specifies both short- and long-term Municipal objectives, consistent with requirements of the Act.

6.4. Public Hearings. On completion of grant applications the County Community Development Office shall hold at least two public hearings in accordance with HUD regulations and applicable state regulations.

6.5. Income Received by Municipality. Municipality shall report to the County on a semi-annual basis regarding any income generated by the expenditure of CDBG funds received by Municipality pursuant to this Agreement. All such program income shall be retained by Municipality and shall be used only for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.6. Income Received by County. All program income generated by the expenditure of CDBG funds that is retained by County shall be used by County for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.7. Income from Real Property. Any income generated by Municipality or County from the disposition or transfer of real property prior to any close out or change of status shall be treated as program income.

6.8. County shall be responsible for monitoring and reporting to HUD on the use of any such program income. Municipality shall engage in appropriate record keeping and reporting to the County as required by the County for this purpose.

6.9. Disposition of Program Income. In the event of CDBG close-out or the change in status of Municipality under the CDBG program, any program income generated from CDBG funds paid to Municipality pursuant to this Agreement that is unexpended on the date of such close-out or change in status or that is received by Municipality shall be paid by Municipality to County. However, if Municipality resumes direct CDBG entitlement status Municipality may keep program income generated from CDBG funds or the disposition, sale or transfer of real property improved with CDBG funds paid to Municipality under this agreement, provided that it uses that program income for a CDBG eligible purpose and such use is in accordance with CDBG regulations. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income.

6.10. Responsibility for use of Funds. The Municipality shall be responsible for the implementation of all CDBG funds allocated to Municipality under this Agreement. The County shall be responsible for determining the final disposition and distribution of all funds it receives that are not distributed to municipalities including, but not limited to, the selection of the projects for which such funds shall be used. Municipality agrees that the County has the sole authority to redistribute all CDBG funds when eligible projects that have been selected for funding are not implemented in a timely manner as defined by HUD.

6.11. Modifications to Activities. In the event that modifications to a project activity shall become necessary, the Community Development Office may increase or decrease the funding therefor with the concurrence of HUD.

## **7. GENERAL TERMS AND CONDITIONS.**

7.1. Insurance. Each party is responsible for securing and maintaining such insurance as is appropriate to cover its exposure hereunder, in whole or in part.

7.2. Every agreement made pursuant to this Agreement shall include standards of performance in accordance with the Act. Standards of performance shall comply with the requirements established by the CDBG Program and the HOME Program.

7.3. Duration of Contract. This Agreement shall be in effect for the above-referenced Federal Fiscal Years and for any additional period necessary to carry out activities that will be funded from annual CDBG appropriations and HOME Program appropriations for the above-referenced Federal Fiscal Years and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditures of any such funds granted by the Board to the Municipality. Except as otherwise provided in this Agreement, the Board and the Municipality shall not terminate or withdraw from this Agreement.

7.4. Municipal Indemnification of County. Municipality shall indemnify, defend and hold harmless the County and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by County as a result of the determination by HUD or its successor that activities undertaken by Municipality under the program(s) fail to comply with any

laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Municipality under this Agreement were improperly expended.

7.5. County Indemnification of Municipality. County shall indemnify, defend and hold harmless Municipality and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by Municipality as a result of the determination by HUD or its successor that activities undertaken by County under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to County under this Agreement were improperly expended.

7.6. Maintenance of Records. All records kept in connection with programs funded pursuant to this Agreement shall conform to Federal requirements under Title I of the Act and applicable State laws and regulations. Records shall be available for review by the authorized representatives of any participating municipality and the County at a mutually agreed time.

7.7. Cooperation. Municipality agrees to cooperate with all other municipalities that sign comparable agreements with the Board and be bound as if all had signed the same agreement.

7.8. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Agreement.

7.9. This Agreement shall replace and supersede all previous agreements between the parties.

7.10. Assignability. The Municipality may not assign or transfer any interest in this Agreement without the prior written approval of the County. Any purported assignment of any rights and obligations under this Agreement without the prior written consent of the County shall be a breach of this Agreement.

7.11. Construction and Enforceability. The existence, validity, construction and operation of this Agreement, and all its representations, terms and conditions, shall conform to the laws of the State of New Jersey. Throughout this Agreement, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

7.12. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. No changes to this Agreement are valid unless they are made by written amendment duly executed by the parties.

7.13. This Agreement shall be effective for all purposes when this agreement and like agreements have been executed by County and Municipality, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

IN WITNESS WHEREOF, the parties hereto agree to be bound by this document and have caused this Agreement to be signed and sealed on the date as indicated.

**MUNICIPALITY**

Westampton Township (by its chief administrative officer):

By: \_\_\_\_\_  
Signature Date

Attest: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed/printed name of Signer Signer's Title

\_\_\_\_\_  
Attester's typed/printed name Attester's Title

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLINGTON**

By: \_\_\_\_\_  
Eve A. Cullinan, Clerk/Administrator Date

**TOWNSHIP OF WESTAMPTON**

**RESOLUTION AUTHORIZING THE FUNDING OF  
TOWNSHIP OF WESTAMPTON'S  
SHARE OF THE MACCS CONTRACT**

**RESOLUTION NO 70-23**

WHEREAS the Governing Body of the Township of Westampton, County of Burlington, State of New Jersey, agreed to participate in a Joint Purchasing Program for the provision and performance of goods and services, more specifically, for the Contract Administrator of the MACCS Program for apartments and condominiums within the municipality; and

WHEREAS, the Township of Westampton entered into a Joint Purchasing Agreement for the program known as “Municipal Apartment and Condominium Collection Services” (“MACCS”) which agreement designates Maple Shade Township as the Lead agency for the program; and

WHEREAS, AVR Resource Group, Inc. dba TrashPro was awarded a contract to provide contract administrator services for the MACCS program beginning April 1, 2023 for a three-year term and further providing for two one-year renewal options for contract administrator services, based on current number of units in an amount not to exceed \$5,322.24 for the initial 3-year term and \$3,706.56 for the two one-year renewal options; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq. and the regulations promulgated there under, more specifically, N.J.A.C. 5:34-7.14, prior to the award of contract, each member of a joint purchasing system must issue a purchase order and certification of funds for its share of the contract amount; and

WHEREAS, it is in the best interest of Township of Westampton to fund its portion of the contract with AVR Resource Group, Inc. dba TrashPro, for the period from April 1, 2023 through March 31, 2024 in an amount not to exceed \$1,742.40 and

WHEREAS, the Chief Financial Officer of Township of Westampton, as required by N.J.A.C. 5:30-1, has certified that there are sufficient funds for this purpose for the period said, certification being attached hereto and made a part hereof; and

WHEREAS, there are sufficient funds to provide for this purpose in the 2023 budget (April 2023 – December 2023) in an amount not to exceed \$1,306.80 as indicated in the attached Certification of Funds; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Westampton, County of Burlington, State of New Jersey, as follows:

1. Township of Westampton hereby authorizes the payment of \$1,742.40 subject to adjustment for changes in level of service for contract year 1 (April 1, 2023 – March 31, 2024), for Contract Administrator services provided by AVR Resource Group, Inc. dba TrashPro.

2. The Chief Financial Officer is hereby authorized to issue the purchase order funding Township of Westampton's year 1 portion of the MACCS Contract Administrator contract.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

\_\_\_\_\_  
Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

TOWNSHIP OF WESTAMPTON

CERTIFICATE OF AVAILABILITY OF FUNDS

April 25 2023

FUNDS ARE AVAILABLE FOR THE FOLLOWING PURCHASES:

MAACS PAYABLE TO  
AVR Resource Group  
\$ 1742.40  
FLASH Colleen - OB



ROBERT L HUDNELL

CHIEF FINANCIAL OFFICER

TOWNSHIP OF WESTAMPTON

**TOWNSHIP OF WESTAMPTON**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIP OF MOUNT HOLLY  
AND THE TOWNSHIP OF WESTAMPTON  
FOR LAND DEVELOPMENT BOARD SECRETARY**

**RESOLUTION NO 71-23**

**WHEREAS**, the Township of Westampton is hereby authorized by the “Shared Services Act,” N.J.S.A. 40A:65-4 et seq. to enter into any contract with joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

**WHEREAS**, the Township of Westampton recognizes the need to provide the residents of Westampton Township with cost savings measures and opportunities for the benefit of all residents of the Township; and

**WHEREAS**, the Township of Westampton wishes to enter into a Shared Services Agreement with the Township of Mount Holly for a Secretary to the Westampton Township Land Development Board; and

**HEREAS**, it is considered to be in the best interests of the residents of the Township of Westampton to share services with the Township of Mount Holly to memorialize the specific terms and conditions of such Shared Services Agreement; and

**WHEREAS**, the Township of Westampton and the Township of Mount Holly would maintain the mutual responsibilities as detailed in the attached Shared Services Agreement between the parties for the period of May 1, 2023 through December 31, 2023, unless such term is extended but mutual agreement of the Parties; and

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

1. The attached Shared Services Agreement between the Township of Westampton and the Township of Mount Holly for a Secretary for the Land Development Board shall be effective for the period of May 1, 2023 through December 31, 2023.
2. The Mayor and Township Clerk are hereby authorized to sign, seal, and execute the Shared Services Agreement on behalf of the Township of Westampton.
3. The Township Administrator of the Township of Westampton is authorized to take any action necessary to implement the terms of the Shared Services Agreement.
4. All terms, conditions and responsibilities between the parties as detailed in the attached Shared Services Agreement shall remain in full force and effect.



**I HEREBY CERTIFY** that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

\_\_\_\_\_  
Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

**SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIP OF MOUNT HOLLY  
AND THE TOWNSHIP OF WESTAMPTON  
FOR LAND DEVELOPMENT BOARD SECRETARY**

**THIS AGREEMENT** is entered into by and between the **TOWNSHIP OF MOUNT HOLLY**, a public body corporate and politic, with its principal offices located at 23 Washington St., Mt. Holly, New Jersey 08060 (hereinafter “Mt. Holly”), and the **TOWNSHIP OF WESTAMPTON**, a public body corporate and politic, with its principal offices located at 710 Rancocas Rd., Westampton, New Jersey 08060 (hereinafter “Westampton”); and

**WITNESSETH**

**WHEREAS**, Westampton desires to contract with Mt. Holly for the furnishing of the services of a Land Development Board Secretary as hereafter set forth; and

**WHEREAS**, the municipalities are empowered to provide the services described herein within their respective jurisdictions; and

**WHEREAS**, the municipalities are authorized by N.J.S.A. 40A:65-1 et seq. to enter into this Shared Services Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual promises and covenants contained herein and for other good and valuable consideration received, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

1. Mt. Holly shall provide the services of a Land Development Board Secretary to Westampton, under the terms and conditions as hereinafter set forth.

2. The Land Development Board Secretary shall remain the sole employee of Mt. Holly and Mt. Holly shall be responsible for the administration and payment of the Land Development Board Secretary’s salary and benefits.

3. The Land Development Board Secretary will not be required to maintain set hours at Westampton Township building, but will be available to come to Westampton as needed. Further, Land Development Board Secretary shall perform the role of Westampton Land Development Board Secretary from

the Mt. Holly Construction Office and will be available for Westampton business in Mt. Holly by appointment.

4. Westampton shall provide Land Development Secretary with a laptop or equivalent tablet as well as a Westampton Township email address for the purpose of performing the position of Westampton Land Development Secretary. Land Development Board Secretary shall abide the terms and conditions of the Westampton Township Employee Manual and Technology Policy in use of the email account and laptop or tablet.

## **II. TERM OF AGREEMENT**

1. Mt. Holly shall provide the services of the Land Development Board Secretary to Westampton during the term of this Agreement which shall commence on May1, 2023 and terminate on December 31, 2023. Either party may terminate this Agreement prior to the expiration of the term upon 90 days advance written notice to the other party.

## **III. PAYMENT FOR SERVICES**

1. Westampton shall pay Mt. Holly the sum of \$8,000 annually for the services of the Land Development Board Secretary.

2. Mt. Holly shall invoice Westampton quarterly in the amount of \$2,000, which shall be promptly paid by Westampton upon approval of the Westampton Township Committee at a duly noticed Committee meeting.

## **IV. MODIFICATIONS**

1. The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

## **V. INDEMNIFICATION AND DEFENSE OF PERSONNEL**

1. Westampton shall indemnify, hold harmless and defend Mt. Holly, its elected officials, employees, officers and agents, from and against all liability, actions, claims, suits, losses, damages, costs, demands and reasonable attorneys' fees, on account of bodily injury, including death, or for loss or damage to property arising out of or in connection with the performance of services under this Agreement.

**VI. NOTICES**

1. All notices given pursuant to the terms of this Agreement shall be sent by certified mail, return receipt requested, to the following addresses:

If to the Township of Mt. Holly

Township of Mt. Holly  
23 Washington St  
Mount Holly, New Jersey 08060

If to the Township of Westampton

Township of Westampton  
710 Rancocas Road  
Westampton, NJ 08060

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written:

Attest:

**TOWNSHIP OF WESTAMPTON**

\_\_\_\_\_  
Acting Township Clerk

\_\_\_\_\_  
Mayor

Attest:

**TOWNSHIP OF MT. HOLLY**

\_\_\_\_\_

\_\_\_\_\_  
Mayor

**TOWNSHIP OF WESTAMPTON**

**AUTHORIZING A LEASE AGREEMENT BETWEEN WESTAMPTON TOWNSHIP  
AND THE AMERICAN LEGION POST 509, INC.**

**RESOLUTION NO. 72-23**

**WHEREAS**, the Westampton Memorial American Legion Post 509, Inc. is a non-profit corporation consisting of veterans from the United States Armed Forces; and

**WHEREAS**, the Westampton Memorial American Legion Post 509, Inc. has utilized the building known as the Westampton Community Center on Rancocas Road in the Township of Westampton as the location for a permanent office since 1986; and

**WHEREAS**, the Westampton Memorial American Legion Post 509, Inc. is desirous of making the Westampton Community Center its headquarters in the future and has requested the Township of Westampton to permit it to lease the property on a long-term basis; and

**WHEREAS**, both parties to this lease agreement acknowledge that the lease of this property is the first time in the history of the Township of Westampton, to the best of each party's understanding, that the Township has leased property which it owns to any entity and that the terms of the lease should protect both the Landlord and the Tenant from those considerations which have been brought to the attention of the parties by their professionals and by members of the public;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Westampton, Burlington County, NJ that the Township is hereby authorized to enter into a lease agreement with the American Legion Post 509, Inc., with the terms and conditions outlined in the accompanying lease agreement.

**I HEREBY CERTIFY** that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

\_\_\_\_\_  
Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

LEASE

**THIS LEASE**, made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between **WESTAMPTON TOWNSHIP**, a body politic and corporate, with offices at 710 Rancocas Road, Westampton, New Jersey 08060, (hereinafter known as the "Landlord") and **WESTAMPTON MEMORIAL AMERICAN LEGION POST 509, INC.**, Post Office Box 123, Mount Holly, New Jersey 08060, (hereinafter known as the "Tenant"):

**WHEREAS**, the Westampton Memorial American Legion Post 509, Inc. is a non-profit corporation consisting of veterans from the United States Armed Forces; and

**WHEREAS**, the Westampton Memorial American Legion Post 509, Inc. has utilized the building known as the Westampton Community Center on Rancocas Road in the Township of Westampton as the location for a permanent office since 1986; and

**WHEREAS**, the Westampton Memorial American Legion Post 509, Inc. is desirous of making the Westampton Community Center its headquarters in the future and has requested the Township of Westampton to permit it to lease the property on a long-term basis; and

**WHEREAS**, the Township of Westampton has passed ordinance #4-2002 on April 9, 2002; and

**WHEREAS**, both parties to this lease agreement acknowledge that the lease of this property is the first time in the history of the Township of Westampton, to the best of each party's understanding, that the Township has leased property which it owns to any entity and that the terms of the lease should protect both the Landlord and the Tenant from those considerations which have been brought to the attention of the parties by their professionals and by members of the public;

**NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **PROPERTY:** The Landlord hereby leases to the Tenant the following described premises: Westampton Community Center, Rancocas Road, Westampton, NJ 08060. The property included in this lease consists of the building, the parking lot and the land immediately surrounding the building as will be described in a certain survey or plan to be developed by the Township. Specifically

excluded from the property which is the subject of the lease is the 2.9 acres of open space, more or less, currently a part of the same tax lot on which the building is located. The parties to this lease specifically agree and understand that the Township of Westampton will be subdividing the open space away from the Community Center building. The real property which remains on the tax lot with the Community Center building will be the property leased pursuant to this agreement. This lease is to be effective when executed by both parties. Nevertheless, in the event that the survey plan and/or subdivision referred to in this paragraph has not been completed prior to the complete execution of this agreement, the property to be leased will remain only the building, parking lot and the land immediately surrounding the building.

**2. TERM:** The term of this lease is five (5) years.

The lease may be renewed for additional periods of five (5) years. The lease may be renewed for six (6) additional periods of five (5) years each, bringing the total amount of time that this lease may be in effect to fifty years in its entirety.

The method that shall be utilized by the Tenant to renew the lease is to provide to the Township Administrator, no later than six months prior to the current expiration date of the lease, notice that the Tenant intends to renew the lease for an additional period of five years.

**3. RENT:** Pursuant to the provisions of N.J.S.A. 40A:12-14(c), this lease has been authorized by ordinance of the Township of Westampton. Pursuant to the provisions of the statute and the ordinance, the rent is permitted to be nominal in the event that the Tenant falls within the purposes articulated at N.J.S.A. 40A:12-15. A specific finding has been made by the Township Committee of the Township of Westampton that the provisions allowing leases for a public purpose found at N.J.S.A. 40A:12-15(c)(g) and (i) have been met.

Therefore, the monetary rent to be charged will be the sum of One (\$1.00) Dollar per year actual rent.

Nevertheless, as additional rent, the Tenant shall be responsible for maintaining the building and the grounds around the building which are on the same lot as the building. The scope of the maintenance to be performed by the Tenant is more specifically set forth hereinafter at paragraph 4.

**4. MAINTENANCE RESPONSIBILITIES OF TENANT:** The Tenant shall pay for the daily costs of operation of the building, including cost of all utilities, snow removal, landscape maintenance, including lawn mowing/manicuring, janitorial services within the building, the cosmetic maintenance of the inside and outside of the building, including painting and decoration of all common areas of the premises, and all other expenses considered an expense of maintaining, operating or repairing under sound accounting principles.

The Tenant shall pay for all electricity and fuel for lighting, heating, ventilating and air conditioning.

The Tenant shall pay for the cost of the maintenance of all mechanical and electrical equipment, including heating, ventilating and air conditioning.

The provisions of this paragraph 4 are understood by the parties to be obligations of rent and, in addition, independent obligations of the Tenant under the terms of this lease. In the event that the Tenant's execution of its obligations under this paragraph are not fulfilled, the Landlord may declare this lease terminated. Such declaration shall be the absolute right of the Landlord.

Any and all structural changes or major capital expenditures shall be not pursued by the Tenant until the need for such expenditure or changes are first discussed with the Township Committee.

**5. USE OF PROPERTY:** The Tenant shall only use the property for the uses set forth in this lease agreement. The Tenant shall not allow the rental space to be used for any unlawful or hazardous purpose.

The Tenant shall not use the property in any manner which results in (1) an increase in the rate of fire or liability insurance or (2) cancellation of any fire or liability insurance policy.

The Tenant shall comply with all requirements of the insurance company insuring the property. The Tenant shall not abandon the property during the term of this lease or permit it to become vacant.

**6. NO ASSIGNMENT OR SUBLETTING; EXCEPTIONS:** The Tenant may not do any of the following:

- a. Assign this lease.



- b. Sublet all or any part of the rental space.
- c. Permit any other person or business to use the rental space except as specifically enumerated herein.
- d. The Tenant agrees and is obligated to permit the Westampton Community Center to be utilized by certain Township-oriented organizations for meetings of certain residents. The Tenant will make available the appropriate section of the Westampton Community Center for meetings of those individuals within the Township who are involved in Township recreation activities, Township senior citizen organizational activities and Township Town Watch.

The obligation of the Tenant to make provision for the scheduling of these activities is, contingent, nevertheless on the availability of rooms to accommodate such meetings. If the room that a meeting group wants to use has already been scheduled, such group will need to identify an alternative day to meet. The Tenant will ensure that a member of the Tenant's is at the Community Center during the time that it is being used by such groups.

The Tenant and the Landlord will work together to develop a telephone number that can be utilized by representatives of Township-oriented organizations for recreation, senior citizen activities and Town Watch activities. The Tenant and the Landlord will separately discuss and agree upon the location of the phone, the responsibility for answering the phone and the cost of the phone.

- e. The Tenant is free to rent rooms within the building for events to non-sectarian organizations or to individual residents of the Township for weddings, meetings, etc. Any rental funds which the Tenant obtains for such rentals shall be kept by the Tenant and used by the Tenant to meet its obligations to the Landlord under the terms and conditions of this lease agreement.

Nevertheless, the Tenant is specifically prohibited from changing meeting dates which have already been scheduled for Township-oriented purposes as set forth hereinbefore in favor of an entity which is willing to pay for the use of that same room. The competing scheduling shall be settled on a first come, first served basis.

7. **LIABILITY INSURANCE:** Tenant, at Tenant's sole cost and expense, shall obtain, provide, and keep in full force and effect during the term of this Lease, commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with limits not less than \$1,000,000 per occurrence.

Tenant's insurance policy shall also include Property damage coverage for its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant shall name Landlord as an additional insured on the general liability policy. Tenant shall provide a Certificate of Insurance and a copy of the additional insured endorsement shall be attached to the certificate.

**8. UNAVAILABILITY OF FIRE INSURANCE, RATE INCREASES:**

If due to the Tenant's use of the rental space the Landlord cannot obtain and maintain fire insurance on the building in an amount and form reasonably acceptable to the Landlord, the Landlord may cancel this lease on 30 days' notice to the Tenant. If due to the Tenant's use of the rental space the fire insurance rate is increased, the Tenant shall pay the increase in the premium to the Landlord on demand.

9. **WATER DAMAGE:** The Landlord shall not be liable for any damage or injury to any persons or property caused by the leak or flow of water from or into any part of the building.

10. **LIABILITY OF LANDLORD AND TENANT:** The Landlord shall not be liable for injury or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant or the Tenant's members, employees, agents or invitees. The Tenant agrees to indemnify and hold harmless the Landlord from and against all claims of whatever nature arising from, or claimed to have arisen from, any action omission or negligence of the Tenant or arising from any accident, injury or damage whatsoever caused to any person or property arising out of the use of the Leased Premises. The

Tenant shall defend the Landlord from and reimburse the Landlord for all liability and cost resulting from any injury or damage due to the act, omission, or negligence of the Tenant or the Tenant's members, employees, agents or invitees.

**11. ACCEPTANCE OF RENTAL SPACE:** The Tenant has inspected the rental space is in satisfactory condition. The Tenant accepts the rental space "as is."

**12. UTILITIES AND SERVICES:** The Tenant shall pay for all utilities for the premises. The Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of utilities and services beyond the control of the Landlord. This does not excuse the Tenant from paying rent or fulfilling its other obligations hereunder.

**13. TERMINATION OF LEASE:** Either party may terminate this lease upon ninety (90) days written notice to the other. The purpose of this provision is to allow either the Landlord or the Tenant to terminate the lease in the event that the experience of either party to this lease is not what such party expected. Since the purpose of this lease is to accommodate the wishes of the Westampton Memorial American Legion Post 509, Inc. while simultaneously reducing the cost of the building for the taxpayers of the Township but while maintaining the non-exclusive use of the facility by the Tenant, it is understood that either party may have the right to terminate. Nevertheless, in the event that the Landlord terminates the lease, there must be an articulated reason of a public purpose in the need to do so.

In the event that there is a termination of the lease caused created by the Township and the Tenant has put capital expenditures into the property, those expenses may be reimbursed by the Landlord to the Tenant on the following schedule. In the event that such capital improvement was installed or affixed to the property, the Township will reimburse the Tenant for the cost expended on such capital improvement on a pro rata basis. The length of useful life of such improvement will be determined by the maximum time that the Township could bond for such an improvement in the event that the Township had been the entity to create the improvement in the first instance.

**14. SIGNS:** The Tenant shall obtain the Landlord's written consent before placing any sign on or about the property. Signs must conform to all applicable municipal ordinances and regulations.

15. **ACCESS TO PROPERTY:** The Landlord shall have access to the property on reasonable notice to the Tenant. Access to the property for any purpose shall not be unreasonably denied by the Tenant.

16. **EMINENT DOMAIN:** Eminent domain is the right of a government to lawfully condemn and take private property for public use. Fair value must be paid for the property. The taking occurs either by court order or by deed to the condemning party. If any part of the property is taken by eminent domain, either party may cancel this lease on 30 days' notice to the other. The entire payment for taking shall belong to the Landlord. The Tenant shall make no claim for the value of this lease for the remaining part of the Tenn.

17. **NOTICES:** All notices given under this lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by (a) personal delivery of (b) certified mail, return receipt requested. Notices shall be addressed to the Landlord at the address written at the beginning of this lease and to the Tenant at the property.

18. **NO WAIVER:** The Landlord's failure to enforce any agreement in this lease shall not prevent the Landlord from enforcing the agreement for any violations occurring at a later time.

19. **SURVIVAL:** If any agreement in this lease is contrary to law, the test of the lease shall remain in effect.

20. **END OF TERM:** At the end of the term the Tenant shall (a) leave the property clean (b) remove all of the Tenant's property (c) remove all signs and restore that portion of the property on which they were placed (d) repair all damage caused by moving, and (e) return the property to the Landlord in the same condition as it was at the beginning of the term except for normal wear and tear.

If the Tenant leaves the property the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property.

21. **BINDING:** This lease binds the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

**22. FULL AGREEMENT:** The parties have read this lease. It contains their full agreement. It may not be changed except on writing signed by the Landlord and the Tenant.

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

ATTEST:

\_\_\_\_\_

**WESTAMPTON TOWNSHIP**

\_\_\_\_\_  
SANDY HENLEY, MAYOR

ATTEST:

\_\_\_\_\_

**WESTAMPTON MEMORIAL  
AMERICAN LEGION POST 509, INC.**

By: Michelle Mello

By: James West

By: Richard D. Zucchi

TOWNSHIP OF WESTAMPTON  
RESOLUTION AUTHORIZING  
CONSTRUCTION PERMIT REFUND

RESOLUTION NO. 73-23

WHEREAS, it has been determined by the Construction Official that a resident had filed for a permit for an addition to her home at 74 Greenwich Drive and had overpaid an additional \$100.00 on the final Certificate of Occupancy fee, and;

WHEREAS, it is the desire of the Governing Body to have these overpayments returned to the respective residents.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Westampton, County of Burlington, State of New Jersey, that:

1. The Finance Officer is hereby authorized to make overpayment refunds in the amount of \$100.00 to the homeowner of 74 Greenwich Drive Westampton, NJ 08060.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Construction Official and Finance Officer.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

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Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						

RESOLUTION No. 05/02/2023  
EXCLUSION OF PUBLIC FROM PUBLIC MEETING

TOWNSHIP OF WESTAMPTON

WHEREAS, Section 7.a of Chapter 231 Public Law 1975, otherwise known as the “Open Public Meetings Act” states that except as provided by Section 7.b, all meetings of a public body, such as the Township Committee, shall be open to the public at all times; and

WHEREAS, Section 7.b provides that the Township Committee may exclude the public only from the portion of a meeting at which the Township Committee discusses certain subjects which are listed in said Section; and

WHEREAS, the Township Committee desires to discuss certain subject(s) which are listed in said section and desires to exclude the public from the portion of the meeting at which the Township Committee will discuss said subject(s); and

WHEREAS, Section 8 of Chapter 231, Public Law 1975 states that no public body shall exclude the public from any meeting to discuss any matter described in Section 7.b until the public body shall, at a meeting to which the public shall be admitted, first adopt a Resolution making certain statements with respect to the subject(s) to be discussed.

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

1. That the Township hereby declares that the general nature of the subject(s) to be discussed by the Township Committee in closed session is as follows:

- a. Attorney Client Privilege – Personnel

That the Township Committee hereby declares that its discussion of the aforementioned subject(s) may be made public at a time when the Township Attorney advises the Township Committee that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Township or any other entity with respect to said discussion.

2. That the Township Committee for the aforementioned reasons hereby declares that the public is excluded from the portion of the meeting during which the above discussion shall take place and hereby directs the Township Clerk to take the appropriate action to effectuate the terms of this Resolution.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on May 2, 2023. Wendy Gibson, Acting Township Clerk.

Wendy Gibson, Acting Township Clerk

<b>Roll Call Vote</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						
Carr						
Mayor Henley						
Mungo						
Wright						