



City of Burlington

COUNCIL MEETING AGENDA

September 3, 2024
7:00 pm

NOTICE OF THIS MEETING WAS ADVERTISED IN ACCORDANCE WITH THE OPEN PUBLIC MEETINGS ACT.

FIRE EXITS: TURN LEFT UPON EXITING COUNCIL CHAMBERS AND THE ENTRANCE TO THE BUILDING.

Cindy A. Crivaro, RMC
Municipal Clerk

Please silence all electronics during this meeting. Thank you.

GOVERNING BODY ROLL CALL:

_____ Councilman Dave Ballard	_____ Councilman Richard Spaulding
_____ Councilwoman Dawn Bergner-Thompson	_____ Councilwoman Suzanne Woodard
_____ Councilwoman Geneva Rijs	_____ President George Chachis
_____ Vice President Xavier Roque	

ALSO PRESENT:

_____ Mayor Barry Conaway
_____ Administrator Johanna Conyer
_____ Municipal Attorney Stuart Platt, Esq. / Justin Strausser, Esq.
_____ Financial Consultant Dean Ciminera / _____
_____ Director of Housing Bill Harris
_____ Director of Public Works Bill Curry / _____
_____ Acting Police Chief Ryan Elbertson / _____

Others: _____

SALUTE TO FLAG

EXPLANATION OF ORDINANCES ON FIRST READING

Johanna Conyer, Administrator

1 & 2

EXPLANATION OF ORDINANCES ON SECOND READING

Johanna Conyer, Administrator

25-2024 – 28-2024

EXPLANATION OF RESOLUTIONS

Johanna Conyer, Administrator

186-2024, 187-2024, 191-2024, 192-2024, 193-2024, 194-2024, 195-2024, 196-2024, 197-2024, 198-2024, and 199-2024

PUBLIC COMMENTS

Each Citizen will be allotted up to five (5) minutes to speak, to allow everyone an opportunity to express their concerns.

MOTION TO CLOSE PUBLIC COMMENTS: 1. _____ 2. _____

CONSENT AGENDA

All items listed with an asterisk (*) are routine and will be enacted by one motion. Should a Council Member wish to discuss a consent agenda item separately, that item can be removed from the consent agenda and considered in its normal sequence on the regular agenda.

_____ Moved that all Consent Agenda items (*) be approved _____

PETITIONS AND COMMUNICATIONS*

APPROVAL OF INVOICES*

APPROVAL OF MINUTES*

ORDINANCE(S) - INTRODUCTION & FIRST READING

AN ORDINANCE OF THE CITY OF BURLINGTON AMENDING, SUPPLEMENTING, AND REVISING CHAPTER 306 OF THE CITY OF BURLINGTON CODE, ENTITLED “STREETS AND SIDEWALKS”

AN ORDINANCE OF THE CITY OF BURLINGTON AUTHORIZING THE PUBLIC SALE OF CERTAIN CITY OWNED PROPERTIES PURSUANT TO N.J.S.A. 40A:12-13(a) (524 & 526 High Street)

ORDINANCE(S) - SECOND READING, FINAL DISPOSITION & PUBLIC HEARING

ORDINANCE NO. 25-2024 OF THE CITY OF BURLINGTON AMENDING, SUPPLEMENTING, AND REVISING SECTION 354 OF THE CITY OF BURLINGTON CODE, ENTITLED "WATER SERVICE"

ORDINANCE NO. 26-2024 OF THE CITY OF BURLINGTON AMENDING, SUPPLEMENTING, AND REVISING CHAPTER 315 OF THE CITY OF BURLINGTON CODE, ENTITLED "TAXATION"

ORDINANCE NO. 27-2024 OF THE CITY OF BURLINGTON AMENDING GENERAL REVISED ORDINANCE CHAPTER 54-28 SETTING FORTH TITLES AND SALARY RANGES FOR VARIOUS POSITIONS WITHIN THE CITY OF BURLINGTON FOR FISCAL YEAR ENDING 2024

ORDINANCE NO. 28-2024 OF THE CITY OF BURLINGTON AMENDING BOND ORDINANCE 06-2022 OF THE CITY OF BURLINGTON, COUNTY OF BURLINGTON, NEW JERSEY

RESOLUTIONS / CONSENT AGENDA RESOLUTIONS*

Resolution No. 186-2024 Authorizing NJ Shares to aid income eligible residents with delinquent water and sewer charges.

Resolution No. 187-2024 Authorizing an extension of the third quarter property tax grace period.

Resolution No. 188-2024* Authorizing the cancellation and refund of taxes on Block 92, Lot 2 in the amount of \$2,557.72, due to Totally Disabled Veteran exemption pursuant to N.J.S.A. 54:4-3.30, et seq.

Resolution No. 189-2024* Authorizing the cancellation and refund of taxes on Block 102.01, Lot 10 in the amount of \$3,320.25, due to Totally Disabled Veteran exemption pursuant to N.J.S.A. 54:4-3.30, et seq.

Resolution No. 190-2024* Authorizing the cancellation and refund of taxes on Block 137, Lot 7 in the amount of \$1,642.05, due to Totally Disabled Veteran exemption pursuant to N.J.S.A. 54:4-3.30, et seq.

Resolution No. 191-2024 Authorizing a contract with Limbach Company, LLC in the amount of \$3,696.00 for upgrades to the AHU-2 System at City Hall.

Resolution No. 192-2024 Ratifying an Agreement of Sale of City owned property located at 210-212 Barclay Street.

Resolution No. 193-2024 Authorizing a service agreement with State Street Events, LLC for “City Boardwalk 2025”.

Resolution No. 194-2024 Authorizing a Non-Fair and Open Contract with AComp IT Services, LLC in the amount of \$44,000.00 for Information Technology Services.

Resolution No. 195-2024 Authorizing a contract with Pennoni Associates, Inc. in the amount of \$216,000.00 for Engineering Services in connection with the Columbus Park Pump Station Improvement Project.

Resolution No. 196-2024 Authorizing a contract with Pennoni Associates, Inc. in the amount of \$185,000.00 for Engineering Services in connection with the Assisicunk Creek Levee – Section 3 Pipe #5 Replacement Project.

Resolution No. 197-2024 Approving the Mayor’s appointment of Danielle Lippincott to serve as the Municipal Tax Collector for the unexpired term ending on December 31, 2024, retroactive to August 1, 2024; and for a 4-year term beginning January 1, 2025.

Resolution No. 198-2024 Approving the Mayor’s appointment of Danielle Lippincott as the Municipal Tax Search Officer for the term of the Mayor through December 31, 2027 and until the appointment of a successor.

Resolution No. 199-2024 Determining the form and other details of its “Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank”; to be issued in the principal amount of up to \$1,970,000, and providing for the issuance and sale of such execution and delivery of such note by the City of Burlington in favor of the New Jersey Infrastructure Bank, all pursuant to the New Jersey Infrastructure Bank Construction Financing Program.

REPORTS

New Liquor License Legislation Review – Brian Trelease, Esq., ABC Counsel

COUNCIL COMMENTS

ADJOURNMENT 1. _____ 2. _____

ORDINANCE NO. ____-2024 OF THE CITY OF BURLINGTON AMENDING, SUPPLEMENTING, AND REVISING CHAPTER 306 OF THE CITY OF BURLINGTON CODE, ENTITLED “STREETS AND SIDEWALKS”

WHEREAS, the City of Burlington (the “City”) is a Faulkner Act municipality with a Mayor-Council form of government pursuant to N.J.S.A. 40:69A-31, *et seq.*, with its organization, positions, powers and duties outlined within the Code of the City of Burlington as set forth pursuant to the Faulkner Act; and

WHEREAS, Chapter 306, Article III of the City Code sets forth rules and regulations concerning excavations within the City; and

WHEREAS, the City wishes to revise Chapter 306, Article III of the City Code to include additional provisions regarding moratoriums following the paving or repaving of a street and restoration of all areas outside of any asphalt opening; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, the Common Council is authorized to enact and amend ordinances as deemed necessary for the preservation of the public health, safety and welfare and as may be necessary to carry into effect the powers and duties conferred and imposed upon the City by law.

NOW, THEREFORE BE IT ORDAINED by the Common Council for the City of Burlington, in the County of Burlington, State of New Jersey that the Code of the City of Burlington is hereby amended, revised and/or supplemented as follows:

SECTION 1: Chapter 306, Section 13, “Application information required” is hereby renamed to “Application for permit” and amended, supplemented, and revised as follows:

§ 306-13 Application for permit.

- A. [No Changes]
- B. [No Changes]
- C. In cases where the proposed opening involves construction of a longitudinal pipe main serving more than one property, the City may also require the applicant to submit plans showing the information required above and the relationship of the proposed installation to the existing pavement, other utilities, the street right-of-way lines, and any other physical feature which might be affected by the proposed construction.
- D. No permits shall be issued for a period of five (5) years where a pavement has been reconstructed or resurfaced, unless there is a need shown as a result of an emergency or hardship. The City shall maintain a map, available for public viewing, of all pavements currently under moratorium.

1. Where a hardship is demonstrated, the City Administrator, or their designee, shall have the authority to authorize the granting of a permit subject to the conditions as the City sees reasonable, such as special road restoration measures.
2. In the event of any emergency in which an underground utility of any kind or description in or under any street breaks, bursts or otherwise is in such conditions as to immediately endanger property, life, health or the public safety, the person owning or controlling such utility shall obtain the verbal approval of the City before taking emergency measures to cure or remedy the dangerous condition. The person owning or controlling the utility shall apply for an excavation permit, as provided herein, on the first business day on which the City Clerk's office is open for business after the occurrence of the emergency. Permanent repairs shall not be made until an excavation permit has been obtained.
3. In the event that emergency excavation of any road, street, avenue, or highway of the City or any portion of the right-of-way is required within the five-year period following paving or repaving of such, special restoration of the roadway may be required, including but not limited to full depth milling and overlay of the road as determined by the City Engineer.
4. An additional fee of one and a half times the regular fee amount will be required to be paid in addition to the standard application fee for the emergency excavation of any road, street, avenue, or highway of the City, or any portion of the right-of-way.

SECTION 2: Chapter 306, Section 16, "Standards" is hereby amended, supplemented, and revised as follows:

A. [No Changes]

B. [No Changes]

1. [No Changes]
2. Concrete Curbs. No curb shall be constructed or reconstructed in the City of Burlington unless said curb is constructed of concrete that is no less than 18 inches deep, eight (8) inches at the base, and six (6) inches at the top and have a compressive strength of 4,000 pounds per square inch after 28 days.
3. Sidewalks. Sidewalks disturbed or damaged by any excavation or street opening must be restored to match the existing sidewalk in terms of material, color, texture, and overall appearance. All sidewalks shall be at least four (4) feet in width. All newly constructed sidewalks shall meet all requirements for accessibility pursuant to applicable law. Where the existing sidewalk is concrete, the restoration shall utilize concrete with a minimum compressive strength of 4,000 pounds per square inch after 28 days. When existing sidewalk is brick, the restoration shall utilize brick sidewalk pavers that match the existing terms specified above, constructed in a way suitable to the City Engineer.

4. Driveway aprons. Driveway aprons disturbed or damaged by any excavation or street opening must be restored. All driveway aprons shall be at least six (6) inches thick with welded wire fabric installed and utilize concrete with a compressive strength of 4,000 pounds per square inch after 28 days.
5. All lawns shall be restored with topsoil and seed to a depth of four (4) inches.
6. All other restorations require the review and approval of the City Engineer.
7. All restorations shall be completed within 30 days following the completion of the excavation and street opening work.

C. [No Changes]

D. [No Changes]

E. [No Changes]

F. [No Changes]

SECTION 3: Except as set forth in Sections 1 and 2, the balance of the Code of the City of Burlington shall not be affected by this Ordinance.

SECTION 4: All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent they are inconsistent herewith.

SECTION 5: If the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph or subdivision, or clause of this Ordinance.

SECTION 6: This Ordinance shall take effect thirty (30) days after final passage by Council or twenty (20) days after approval by the Mayor, whichever comes first.

ORDINANCE NO. ____-2024

Passed Common Council,

George Chachis, President
Common Council

Approved,

Barry W. Conaway, Mayor

ATTEST:

Cindy A. Crivaro, RMC
Municipal Clerk

Introduction:	09/03/24
Publication:	00/00/24
2 nd & Final:	00/00/24
Publication:	00/00/24
Effective:	00/00/24

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CITY OF BURLINGTON

~~RESOLUTION~~ RESOLUTION REQUEST FORM

Council Meeting Date:

9/3/24

ORDINANCE UPDATE REQUEST

DATE: August 14, 2024

TO: Johanna S. Conyer, Business Administrator

FROM: William Curry, Director of Public Works

DEPARTMENT REQUESTING RESOLUTION: Department of Public Works

ORDINANCE 306, Article III: Section 306-13 - Changes to the existing "Street Excavations" ordinance

TITLE OF ~~RESOLUTION~~ ORDINANCE:

Chapter 306, Article III: Section 306-13 - Street Excavations

BRIEF DESCRIPTION OF ACTION:

Amend ordinance to reflect the following updates as suggested by the Municipal Engineer, Environmental Resolutions Inc.;

1. a moratorium on road openings period following the paving or repaving of a street
2. the requirement of Utility Companies to ~~to~~ repair a full length of pavement after excavating multiple pits to install a new utility line
3. change the title of this section to "Application for Permit"

See attached correspondence from the ERI for the following language

BIDDING PROCESS (*If applicable*): N/A

APPROPRIATION ACCOUNT TO BE CHARGED (*If applicable*): N/A

~~AMOUNT OF PROPOSED CONTRACT~~ (*If applicable*):

Approved by Business Administrator:

8/21/24
Date


Signature

☐ Certification of Funds Needed

Please note that the Contact Person is the point person for providing pertinent information regarding request.

******Please attach all supporting documents******

Christopher J. Noll, PE, CME, PP
President & CEO

William H. Kirchner, PE, CME, N-2
Vice President

Rakesh R. Darji, PE, PP, CME, CFM
Vice President/Treasurer

Benjamin R. Weller, PE, CME, CPWM, S-3, C-3
Secretary



**ENVIRONMENTAL
RESOLUTIONS, INC.**

Engineers • Planners • Scientists • Surveyors

Joseph P. Orsino, Jr. CET, Vice President

Harry R. Fox, NICET III

G. Jeffrey Hanson, PE, CME

Joseph R. Hirsh, PE, CME, CPWM

C. Jeremy Noll, PE, CME, CPWM

Marc H. Selover, LSRP, PG

May 9, 2024

Revised August 9, 2024

40001 01

RE: Suggested Revisions to City's Code Regarding Street Excavations
City of Burlington

Bill Curry, Director of Public Works
City of Burlington
525 High Street
Burlington City, NJ 08016

Dear Bill:

Based on our recent conversations regarding the City's Code as it relates to Road Opening Permits, we understand that the City may be interested in modifying this section of the Code. In particular, the City may wish to incorporate a moratorium on road openings for a particular time period following the paving or repaving of a street to protect the City's investment in the Road Program as well as include language pertaining to the restoration of all areas (curb, sidewalk, etc.) within City right-of-way (ROW). While we had also discussed possible modifications to the City's permit fee structure for road openings, after reviewing Chapter 146 of the City's Code, we found the existing language to be sufficient. Section 146-25 allows the City to require an escrow amount or additional permit fees for any road opening larger than four feet by four feet.

Regarding the inclusion of a moratorium following the paving or repaving of a street, the current requirements for Street Excavations are defined in Chapter 306, Article III of the City's Code. Currently, there is no restriction in the Code limiting Street Excavation following the paving or repaving of a street. In addition, the existing Code does not require utility companies to repair the full length of pavement after excavating multiple pits to install a new utility line. To address these issues, we would recommend changing the title of Section 306-13 of the City's Code to "Application for Permit" and adding the following language:

- C. *In cases where the proposed opening involves construction of a longitudinal pipe main serving more than one property, the City may also require the applicant to submit plans showing the information required above and the relationship of the proposed installation to the existing pavement, other utilities, the street right-of-way lines, and any other physical feature which might be affected by the proposed construction.*
- D. *No permit shall be issued for a period of five (5) years where a pavement has been reconstructed or resurfaced, unless there is a need shown as a result of an emergency or hardship. The City shall maintain a map, available for public viewing, of all pavements currently under moratorium.*

- 1) *Where a hardship is demonstrated, the City Administrator, or their designee, shall have the authority to authorize the granting of a permit subject to conditions as the City sees reasonable, such as special road restoration measures.*
- 2) *In the event of any emergency in which an underground utility of any kind or description in or under any street breaks, bursts or otherwise is in such conditions as to immediately endanger property, life, health or the public safety, the person owning or controlling such utility shall obtain the verbal approval of the City before taking emergency measures to cure or remedy the dangerous condition. The person owning or controlling the utility shall apply for an excavation permit, as provided herein, on the first business day on which the City Clerk's office is open for business after the occurrence of the emergency. Permanent repairs shall not be made until an excavation permit has been obtained.*
- 3) *In the event that emergency excavation of any road, street, avenue, or highway of the City or any portion of the right-of-way is required within the five-year period following paving or repaving of such, special restoration of the roadway may be required, including but not limited to full depth milling and overlay of the road as determined by the City Engineer.*
- 4) *An additional fee of one and half times the regular fee amount will be required to be paid in addition to the standard application fee for the emergency excavation of any road, street, avenue, or highway of the City, or any portion of the right-of-way.*

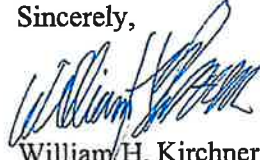
Secondly, regarding the inclusion of specific language for restoration of all areas outside of any asphalt opening, the current requirements are defined in 306-16 Standards, subsection B. Asphalt paving restoration has specific specifications listed under subsection (1) while all other (i.e. non-asphalt restorations) are covered briefly under subsection (2). As such, we would recommend revising subsection (2) onward to the following:

- (2) *Concrete Curbs. No curb shall be constructed or reconstructed in the City of Burlington unless said curb is constructed of concrete that is no less than 18 inches deep, eight inches at the base, and six inches at the top and have a compressive strength of 4,000 pounds per square inch after 28 days.*
- (3) *Sidewalks. Sidewalks disturbed or damaged by any excavation or street opening must be restored to match the existing sidewalk in terms of material, color, texture, and overall appearance. All sidewalks shall be at least four feet in width. All newly constructed or reconstructed sidewalks shall meet all requirements for accessibility pursuant to applicable law. Where the existing sidewalk is concrete, the restoration shall utilize concrete with a minimum compressive strength of 4,000 pounds per square inch after 28 days. When existing sidewalk is brick, the restoration shall utilize brick sidewalk pavers that match the existing terms specified above, constructed in a way suitable to the City Engineer.*
- (4) *Driveway aprons. Driveway aprons disturbed or damaged by any excavation or street opening must be restored. All driveway aprons shall be at least six inches thick with welded wire fabric installed and utilize concrete with a compressive strength of 4,000 pounds per square inch after 28 days.*
- (5) *All lawns shall be restored with topsoil and seed to a depth of four inches.*
- (6) *All other restorations require the review and approval of the City Engineer.*

- (7) *All restorations shall be completed within 30 days following the completion of the excavation and street opening work.*

Please let us know if you would like to proceed with these modifications to the City's Code, and if so, how we can assist you further. We would be happy to meet with you, the City Solicitor, and any other interested parties to review and revise the suggested ordinances.

Sincerely,



William H. Kirchner, P.E.
City Engineer

WHK/kmh/ejp

File: G:\40000 - Burlington City\40000 - 40099\40001 10 - Road Opening Permits\40001 01 2024-08-09 Road Opening Ordinances.docx

ORDINANCE NO. _____-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE PUBLIC SALE OF CERTAIN BURLINGTON CITY OWNED PROPERTIES PURSUANT TO N.J.S.A. 40A:12-13(a)

WHEREAS, N.J.S.A. 40A:12-13(a) authorizes the public sale of real property no longer needed for public use; and

WHEREAS, the Common Council of the City of Burlington has determined that certain parcels of municipally owned lands are not necessary for public use, said lands being identified on Schedule “A” attached hereto; and

WHEREAS, the Common Council of the City of Burlington has determined that said properties would be of better value as a privately owned tax ratable.

NOW THEREFORE, BE IT RESOLVED the Common Council of the City of Burlington, County of Burlington and State of New Jersey that:

SECTION 1. The properties listed on Schedule “A” attached hereto shall be offered for public sale on _____, 2024 at _____ a.m./p.m., pursuant to the requirements of N.J.S.A. 40A:12-13(a).

SECTION 2. Notice of said public land sale shall be published in a newspaper circulating in the municipality by two (2) insertions during two (2) consecutive weeks, the last publication to be not earlier than seven (7) days prior to the public land sale. A Notice of Public Land Sale shall also be posted on the Burlington City bulletin board and website.

SECTION 3. The City Solicitor and City Administrator shall conduct the public sale.

SECTION 4. A. The City shall accept bids by public auction of the properties being offered for sale with the bid being awarded to the highest bidder above the minimum sale price set forth on Schedule “A”.

B. Said properties are being offered for sale with the condition that Burlington City is issuing no representations or warranties as to the permissibility or advisability of the property’s use or of any limiting environmental conditions. The successful bidder is solely

responsible for obtaining any and all necessary Local, County or State Permits and/or Approvals for use of the properties or for constructing any improvement on the properties.

C. All bids shall be referred to the Common Council of the City of Burlington for review and final approval which shall be by Resolution within fourteen (14) days after bids are received.

D. Burlington City reserves the right at any time prior to confirmation of the sale by the Common Council of the City of Burlington to reject any and all bids.

E. The successful bidder shall be required to pay all conveyancing expenses, including legal fees, deed preparation fees and advertising costs, and to provide at its own expense a title search and legal description to Burlington City for the preparation of the Deed of Conveyance by Burlington City.

F. The minimum purchase price for each lot and all other conditions of sale are described in Schedule "A" attached hereto and as may be advertised or announced at the public land sale.

G. A Bargain and Sale Deed will be the document of conveyance and no warranties or representations as to title are made by Burlington City. If, however, Burlington City is unable to convey marketable title, any deposit monies received pursuant to this bidding procedure will be returned.

H. The confirmation of the sale by the Common Council of the City of Burlington shall be an acceptance of the bid and, thereafter, within thirty (30) days from said confirmation, settlement must be completed by the successful bidder. In the event the successful bidder defaults and fails to complete the settlement within the time period allowed, this shall entitle Burlington City to rescind the prior bid approval, terminate all rights of the designated bidder and the down payment shall be forfeited to Burlington City. Said time period may only be extended for legitimate cause documented to and approved by Burlington City.

I. A deposit not exceeding ten percent (10%) of the minimum bid price of the tract of land on which the bid is submitted shall be paid by the successful bidder in cash, cashier's check or certified check who shall also execute an offer to purchase at the bid price on the date of the Public Land Sale. Failure to make the payment on said date will nullify the bid.

J. The properties being offered for sale is subject to existing liens, encumbrances, judgments, zoning regulation, easements and any other regulations which such facts would be revealed by a title report and an accurate survey which Burlington City has not undertaken. Burlington City makes no representations as to any previous use of the properties and does not guarantee clear title to said properties.

K. The Purchaser shall be the responsible party to terminate any and all existing tenancies.

SECTION 5: This Ordinance shall take effect thirty (30) days after final passage by Council or twenty (20) days after approval by the Mayor, whichever comes first.

Passed Common Council,

George Chachis, President
Common Council

Approved,

Barry W. Conaway, Mayor

ATTEST:

Cindy A. Crivaro, RMC
Municipal Clerk

Introduction:	09/03/24
Publication:	00/00/24
2 nd & Final:	00/00/24
Publication:	00/00/24
Effective:	00/00/24

SCHEDULE "A"

BLOCK	LOTS	ADDRESS	ZONE	SIZE OF PARCEL	MINIMUM BID
		524-526 High Street			\$55,000.00

ORDINANCE NO. 25-2024 OF THE CITY OF BURLINGTON AMENDING, SUPPLEMENTING, AND REVISING SECTION 354 OF THE CITY OF BURLINGTON CODE, ENTITLED "WATER SERVICE"

WHEREAS, the City of Burlington (the "City") is a Faulkner Act municipality with a Mayor-Council form of government pursuant to N.J.S.A. 40:69A-31, et seq., with its organization, positions, powers and duties outlined within the Code of the City of Burlington as set forth pursuant to the Faulkner Act; and

WHEREAS, Chapter 354 of the City Code sets forth rules and regulations concerning water service within the City; and

WHEREAS, the City wishes to revise Chapter 354 of the City Code to include additional property owner requirements; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, the Common Council is authorized to enact and amend ordinances as deemed necessary for the preservation of the public health, safety and welfare and as may be necessary to carry into effect the powers and duties conferred and imposed upon the City by law.

NOW, THEREFORE BE IT ORDAINED by the Common Council for the City of Burlington, in the County of Burlington, State of New Jersey that the Code of the City of Burlington is hereby amended, revised and/or supplemented as follows:

SECTION 1: Chapter 354, Section 6, "Rules and regulations" is hereby amended, supplemented, and revised as follows:

§ 354-6 Rules and regulations.

- A. [No Changes]
- B. [No Changes]
- C. [No Changes]
- D. [No Changes]
- E. [No Changes]
- F. [No Changes]
- G. Fire services.

1. [No Changes]

2. All fire services shall be equipped with a meter. Failure to install a water meter on a fire service shall be a violation of the Fire Prevention Ordinance, Chapter 162 of the City of Burlington Code.

3. For existing construction without a meter, meters shall be by June 30, 2025. At the City's discretion a three (3) month extension may be granted for installation of the fire service meter if a property owner demonstrates that the deadline will create a hardship, provided the property owner has allowed adequate time for meter installation. For all fire service meters installed on existing construction by December 31, 2024, the City will supply the meter. The property owner shall be responsible for installation, testing, maintenance, replacement, and all other costs and/or obligations. If the property owner fails to install the meter by December 31, 2024, the property owner shall also be responsible for the cost of the meter.
4. A waiver of the meter requirements may be granted if a property owner's fire system engineer demonstrates that it is impractical to install a meter on the fire system. The fire system engineer must submit a report thoroughly documenting the reasoning, for the City's consideration. If a waiver is granted, the property owner shall have the fire system inspected annually by a fire system engineer and provide certification that the fire system is a closed system with no connections other than those used for fire prevention. This certification shall be provided to the City during the City's annual inspection of the fire service.

H. [No Changes]

SECTION 2: Except as set forth in Section 1, the balance of the Code of the City of Burlington shall not be affected by this Ordinance.

SECTION 3: All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent they are inconsistent herewith.

SECTION 4: If the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph or subdivision, or clause of this Ordinance.

SECTION 5: This Ordinance shall take effect thirty (30) days after final passage by Council or twenty (20) days after approval by the Mayor, whichever comes first.

ORDINANCE NO. 25-2024

Passed Common Council,

George Chachis, President
Common Council

Approved,

Barry W. Conaway, Mayor

ATTEST:

Cindy A. Crivaro, RMC
Municipal Clerk

Introduction:	08/06/24
Publication:	08/16/24
2nd & Final:	09/03/24
Publication:	00/00/24
Effective:	00/00/24

ORDINANCE NO. 26-2024 OF THE CITY OF BURLINGTON AMENDING, SUPPLEMENTING, AND REVISING CHAPTER 315 OF THE CITY OF BURLINGTON CODE, ENTITLED "TAXATION"

WHEREAS, the City of Burlington (the "City") is a Faulkner Act municipality with a Mayor-Council form of government pursuant to N.J.S.A. 40:69A-31, et seq., with its organization, positions, powers and duties outlined within the Code of the City of Burlington as set forth pursuant to the Faulkner Act; and

WHEREAS, Chapter 315 of the City Code sets forth rules and regulations concerning taxation within the City; and

WHEREAS, P.L. 2009, c. 320, effective January 18, 2010, revised various statutes concerning sale of tax and other municipal liens; and

WHEREAS, amendments to N.J.S.A. 54:5-54 and 54:5-97.1 concern the calculation by the tax collector of the amount needed to redeem a tax sale certificate, known as the redemption amount;

WHEREAS, the aforementioned amendments permit the City to collect a fee for lien redemption calculations; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, the Common Council is authorized to enact and amend ordinances as deemed necessary for the preservation of the public health, safety and welfare and as may be necessary to carry into effect the powers and duties conferred and imposed upon the City by law.

NOW, THEREFORE BE IT ORDAINED by the Common Council for the City of Burlington, in the County of Burlington, State of New Jersey that the Code of the City of Burlington is hereby amended, revised and/or supplemented as follows:

SECTION 1: Chapter 315, entitled "Taxation" is hereby amended, supplemented, and revised to establish Article IV, "Lien Redemption Calculation" as follows:

ARTICLE IV – LIEN REDEMPTION CALCULATION

§ 315-20 Statutory authority.

Sections 315-21 through 315-24 are adopted pursuant to N.J.S.A. 54:5-54 and N.J.S.A 54:5-97.1, as amended on January 18, 2010.

§ 315-21 Lien redemption calculation; request by lienholder.

- A. The Tax Collector shall charge a lienholder of a tax lien the maximum fee permitted by N.J.S.A. 54:5-97.1 for the calculation of the amount due to redeem the tax lien.

B. Any request for a redemption calculation shall be submitted in writing to the Tax Collector and must specify the date to be used for the calculation, which shall be the date of the notice.

C. The fee paid to the municipality shall not become part of the lien and shall not be passed on to any party entitled to redeem pursuant to N.J.S.A. 54:5-54.

§ 315-22 Lien redemption calculation; request by any other party.

A. The Tax Collector shall provide to any party entitled to redeem a certificate pursuant to N.J.S.A. 54:5-54 two calculations of the amount required for redemption within a calendar year at no cost. For each subsequent calculation requested of the Tax Collector by the same party, the Tax Collector shall charge the maximum fee permitted by N.J.S.A. 54:5-54.

B. Any request for a redemption calculation shall be submitted in writing to the Tax Collector and must specify the date to be used for the calculation, which shall be the date of the notice.

C. The fee paid to the municipality shall not become part of the lien and shall not be passed on to any party entitled to redeem pursuant to N.J.S.A. 54:5-54.

§ 315-23 Liability.

Neither the tax collector nor the City shall be liable for an incorrect calculation.

§ 315-24 Deposit of fees.

All fees collected shall be deposited into the municipal treasury.

SECTION 2: Except as set forth in Section 1, the balance of the Code of the City of Burlington shall not be affected by this Ordinance.

SECTION 3: All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent they are inconsistent herewith.

SECTION 4: If the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph or subdivision, or clause of this Ordinance.

SECTION 5: This Ordinance shall take effect thirty (30) days after final passage by Council or twenty (20) days after approval by the Mayor, whichever comes first.

ORDINANCE NO. 26-2024

Passed Common Council,

George Chachis, President
Common Council

Approved,

Barry W. Conaway, Mayor

ATTEST:

Cindy A. Crivaro, RMC
Municipal Clerk

Introduction:	08/06/24
Publication:	08/16/24
2nd & Final:	09/03/24
Publication:	00/00/24
Effective:	00/00/24

ORDINANCE NO. 27-2024 THE CITY OF BURLINGTON AMENDING GENERAL REVISED ORDINANCE CHAPTER 54-28 SETTING FORTH TITLES AND SALARY RANGES FOR VARIOUS POSITIONS WITHIN THE CITY OF BURLINGTON FOR FISCAL YEAR ENDING 2024

WHEREAS, the City of Burlington is desirous of amending the salary ordinance for various employees for the year 2024;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, County of Burlington, New Jersey, as follows:

SECTION I.

Establishment of Salary Ranges:

Salary Ranges are hereby established for the positions indicated on Attachment A of this ordinance for FYE 2024.

SECTION II. Effective Date:

Amending Section II to read:

The Salary Amendments for these positions shall be effective January 1, 2024.

Passed Common Council,

George Chachis, President
Common Council

Approved,

Barry W. Conaway, Mayor

ATTEST:

Cindy A. Crivaro, RMC
Municipal Clerk

Introduction:	08/06/24
Publication:	08/16/24
2nd & Final:	09/03/24
Publication:	00/00/24
Effective:	00/00/24

2024 Salary & Wage Ordinance

Position Title- NON UNION	Title Code	Cls	RANGE			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
			Min	Max.	Base									
Business Administrator		nu	\$ 114,444	\$ 156,060	\$ 114,444	\$ 119,629	\$ 125,049	\$ 130,714	\$ 136,636	\$ 142,827	\$ 149,296	\$ 156,060		
Chief Financial Officer		nu	\$ 107,029	\$ 132,465	\$ 107,029	\$ 110,339	\$ 113,752	\$ 117,270	\$ 120,897	\$ 124,636	\$ 128,491	\$ 132,465		
Confidential Assistant		nu	\$ 63,853	\$ 78,530	\$ 63,853	\$ 65,768	\$ 67,741	\$ 69,773	\$ 71,867	\$ 74,023	\$ 76,242	\$ 78,530		
Confidential Secretary		nu	\$ 74,642	\$ 91,800	\$ 74,642	\$ 76,880	\$ 79,188	\$ 81,563	\$ 84,009	\$ 86,530	\$ 89,127	\$ 91,800		
Deputy Municipal Clerk		nu	\$ 65,490	\$ 81,054	\$ 65,490	\$ 67,516	\$ 69,604	\$ 71,757	\$ 73,976	\$ 76,263	\$ 78,623	\$ 81,054		
Deputy Municipal Clerk (Hired after 6/1/2022)		nu	\$ 46,248	\$ 67,319	\$ 47,173	\$ 53,069	\$ 58,966	\$ 60,790	\$ 62,670	\$ 64,608	\$ 66,605	\$ 68,665		
Director of Engineering		nu	\$ 90,454	\$ 111,950	\$ 90,454	\$ 93,252	\$ 96,136	\$ 99,109	\$ 102,174	\$ 105,334	\$ 108,592	\$ 111,950		
Director of Housing and Community Development		nu	\$ 88,546	\$ 109,074	\$ 88,546	\$ 91,218	\$ 93,970	\$ 96,812	\$ 99,738	\$ 102,756	\$ 105,866	\$ 109,074		
Director of Public Affairs		nu	\$ 88,546	\$ 109,074	\$ 88,546	\$ 91,218	\$ 93,970	\$ 96,812	\$ 99,738	\$ 102,756	\$ 105,866	\$ 109,074		
Director of Public Works		nu	\$ 88,546	\$ 109,074	\$ 88,546	\$ 91,218	\$ 93,970	\$ 96,812	\$ 99,738	\$ 102,756	\$ 105,866	\$ 109,074		
Management Assistant		nu	\$ 94,881	\$ 117,407	\$ 94,881	\$ 97,812	\$ 100,835	\$ 103,950	\$ 107,163	\$ 110,474	\$ 113,888	\$ 117,407		
Management Assistant (Hired after 12/01/2022)		nu	\$ 73,178	\$ 90,000	\$ 74,642	\$ 76,880	\$ 79,188	\$ 81,563	\$ 84,009	\$ 86,530	\$ 89,126	\$ 91,800		
Municipal Clerk		nu	\$ 88,546	\$ 109,074	\$ 88,546	\$ 91,218	\$ 93,970	\$ 96,812	\$ 99,738	\$ 102,756	\$ 105,866	\$ 109,074		
Museum Attendant	02539	nu	\$ -	\$ 56,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,465		
Secretary, Boards and Commissions		nu	\$ 65,490	\$ 81,054	\$ 65,490	\$ 67,516	\$ 69,604	\$ 71,757	\$ 73,976	\$ 76,263	\$ 78,623	\$ 81,054		
Tax Assessor		nu	\$ 65,490	\$ 81,054	\$ 65,490	\$ 67,516	\$ 69,604	\$ 71,757	\$ 73,976	\$ 76,263	\$ 78,623	\$ 81,054		

Position Title - POLICE	Title Code	Cls	Min	Max.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Detectives		fop	\$ 79,772	\$ 109,531	\$ 79,772	\$ 84,024	\$ 88,274	\$ 92,520	\$ 96,769	\$ 101,020	\$ 105,265	\$ 109,531		
Patrol Officer - Academy Rate		fop	\$ 42,538	\$ 58,904	\$ 42,538	\$ 47,221	\$ 51,904	\$ 56,587	\$ 61,270	\$ 65,953	\$ 70,636	\$ 75,319		
Patrol Officers		fop	\$ 65,448	\$ 105,854	\$ 65,448	\$ 71,221	\$ 76,992	\$ 82,763	\$ 88,537	\$ 94,306	\$ 100,078	\$ 105,854		
Police Captain		pso	\$ 92,804	\$ 126,589	\$ 92,804	\$ 97,630	\$ 102,457	\$ 107,283	\$ 112,110	\$ 116,936	\$ 121,761	\$ 126,589		
Police Chief		pc	\$ 120,175	\$ 148,734	\$ 120,175	\$ 123,892	\$ 127,723	\$ 131,554	\$ 135,385	\$ 139,216	\$ 143,047	\$ 146,878		
Police Lieutenant		pso	\$ 91,018	\$ 124,804	\$ 91,018	\$ 95,844	\$ 100,670	\$ 105,497	\$ 110,322	\$ 115,151	\$ 119,976	\$ 124,804		
Police Sergeant		pso	\$ 84,883	\$ 117,167	\$ 84,883	\$ 88,884	\$ 93,073	\$ 97,456	\$ 102,049	\$ 106,862	\$ 111,894	\$ 117,167		

Position Title- CWA SUPERVISORS	Title Code	Cls	RANGE		Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
			Min	Max.										
Assistant Director of Neighborhood Preservation Program	07373	SW	\$ 72,597	\$ 89,850	\$ 72,597	\$ 74,843	\$ 77,157	\$ 79,544	\$ 82,004	\$ 84,539	\$ 87,155	\$ 89,850		
Building SubCode Official	05048	SW	\$ 78,863	\$ 97,605	\$ 78,863	\$ 81,302	\$ 83,818	\$ 86,409	\$ 89,082	\$ 91,836	\$ 94,677	\$ 97,605		
Chief Code Enforcement Officer	07381	SW	\$ 68,463	\$ 84,734	\$ 68,463	\$ 70,581	\$ 72,765	\$ 75,015	\$ 77,336	\$ 79,726	\$ 82,191	\$ 84,734		
Chief Sewage Plant Operator	01213	SW	\$ 70,155	\$ 86,827	\$ 70,155	\$ 72,325	\$ 74,562	\$ 76,868	\$ 79,245	\$ 81,696	\$ 84,222	\$ 86,827		
Chief Water Treatment Plant Operator	01220	SW	\$ 70,155	\$ 86,827	\$ 70,155	\$ 72,325	\$ 74,562	\$ 76,868	\$ 79,245	\$ 81,696	\$ 84,222	\$ 86,827		
Construction Official	05045	SW	\$ 89,848	\$ 110,500	\$ 89,848	\$ 92,543	\$ 95,319	\$ 98,180	\$ 101,125	\$ 104,158	\$ 107,282	\$ 110,500		
Director of Neighborhood Preservation Program	02569	SW	\$ 91,288	\$ 112,983	\$ 91,288	\$ 94,112	\$ 97,022	\$ 100,023	\$ 103,117	\$ 106,306	\$ 109,593	\$ 112,983		
Fire Official	05013	SW	\$ 66,970	\$ 84,734	\$ 66,970	\$ 69,042	\$ 71,178	\$ 73,379	\$ 75,647	\$ 77,988	\$ 80,399	\$ 84,734		
Maintenance Supervisor	02387	SW	\$ 86,378	\$ 106,392	\$ 86,378	\$ 88,621	\$ 91,362	\$ 94,188	\$ 97,101	\$ 100,104	\$ 103,200	\$ 106,392		
Municipal Court Administrator	07795	SW	\$ 70,155	\$ 86,827	\$ 70,155	\$ 72,325	\$ 74,562	\$ 76,868	\$ 79,245	\$ 81,696	\$ 84,222	\$ 86,827		
Public Works Superintendent	02936	SW	\$ 90,454	\$ 111,950	\$ 90,454	\$ 93,252	\$ 96,136	\$ 99,109	\$ 102,174	\$ 105,334	\$ 108,592	\$ 111,950		
Road Superintendent/Road Repairer Supt. (03091) (Title Change)	03091	SW	\$ 68,464	\$ 84,734	\$ 68,464	\$ 70,581	\$ 72,764	\$ 75,014	\$ 77,334	\$ 79,726	\$ 82,192	\$ 84,734		
Sewage Plant Superintendent	03678	SW	\$ 90,454	\$ 111,950	\$ 90,454	\$ 93,252	\$ 96,136	\$ 99,109	\$ 102,174	\$ 105,334	\$ 108,592	\$ 111,950		
Sewer Repairer Supervisor	06702	SW	\$ 68,464	\$ 84,734	\$ 68,464	\$ 70,581	\$ 72,764	\$ 75,014	\$ 77,335	\$ 79,726	\$ 82,192	\$ 84,734		
Superintendent of Recreation	03834	SW	\$ 86,377	\$ 106,906	\$ 86,377	\$ 89,050	\$ 91,803	\$ 94,643	\$ 97,570	\$ 100,587	\$ 103,699	\$ 106,906		
Supervising Mechanic	06724	SW	\$ 68,463	\$ 84,734	\$ 68,463	\$ 70,581	\$ 72,765	\$ 75,015	\$ 77,336	\$ 79,726	\$ 82,191	\$ 84,734		
Supervisor - Public Works	06650	SW	\$ 72,597	\$ 89,850	\$ 72,597	\$ 74,842	\$ 77,157	\$ 79,543	\$ 82,004	\$ 84,540	\$ 87,154	\$ 89,850		
Tax Collector	04124	SW	\$ 86,378	\$ 106,906	\$ 86,378	\$ 89,049	\$ 91,803	\$ 94,643	\$ 97,570	\$ 100,587	\$ 103,698	\$ 106,906		
Water Superintendent	04294	SW	\$ 90,454	\$ 111,950	\$ 90,454	\$ 93,252	\$ 96,136	\$ 99,109	\$ 102,174	\$ 105,334	\$ 108,592	\$ 111,950		

Position Title	Title Code	Cls	RANGE										Step 7	Step 8	Step 9
			Min	Max.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
NON-SUPERVISORY															
Account Clerk	00001	nsw	\$ 37,489	\$ 57,998	\$ 37,489	\$ 42,175	\$ 46,861	\$ 48,310	\$ 49,804	\$ 51,345	\$ 52,933	\$ 54,570	\$ 56,258	\$ 57,998	
Animal Control Officer-Traffic Maintenance Worker	07650	nsw	\$ 47,131	\$ 72,914	\$ 47,131	\$ 53,022	\$ 58,913	\$ 60,736	\$ 62,614	\$ 64,550	\$ 66,547	\$ 68,605	\$ 70,727	\$ 72,914	
Assistant Municipal Tax Collector	00627	nsw	\$ 86,378	\$ 106,905	\$ 86,378	\$ 89,049	\$ 91,803	\$ 94,643	\$ 97,570	\$ 100,587	\$ 103,698	\$ 106,905			
Assistant Sewer Treatment Plant Operator	05523	nsw	\$ 43,572	\$ 67,409	\$ 43,572	\$ 49,019	\$ 54,465	\$ 56,150	\$ 57,887	\$ 59,677	\$ 61,523	\$ 63,425	\$ 65,387	\$ 67,409	
Assistant Violations Clerk	00806	nsw	\$ 34,445	\$ 53,289	\$ 34,445	\$ 38,751	\$ 43,057	\$ 44,388	\$ 45,761	\$ 47,176	\$ 48,635	\$ 50,140	\$ 51,690	\$ 53,289	
Assistant Water Treatment Plant Operator	05479	nsw	\$ 43,572	\$ 67,409	\$ 43,572	\$ 49,019	\$ 54,465	\$ 56,150	\$ 57,887	\$ 59,677	\$ 61,523	\$ 63,425	\$ 65,387	\$ 67,409	
Building Inspector	00924	nsw	\$ 57,209	\$ 88,506	\$ 57,209	\$ 64,361	\$ 71,512	\$ 73,724	\$ 76,003	\$ 78,354	\$ 80,778	\$ 83,275	\$ 85,850	\$ 88,506	
Building Maintenance Worker	00929	nsw	\$ 42,904	\$ 66,374	\$ 42,904	\$ 48,266	\$ 53,629	\$ 55,288	\$ 56,998	\$ 58,761	\$ 60,578	\$ 62,452	\$ 64,383	\$ 66,374	
Carpenter	00970	nsw	\$ 46,358	\$ 71,718	\$ 46,358	\$ 52,152	\$ 57,947	\$ 59,739	\$ 61,587	\$ 63,492	\$ 65,455	\$ 67,480	\$ 69,567	\$ 71,718	
Clerk Stenographer 2	03253	nsw	\$ 47,780	\$ 73,919	\$ 47,780	\$ 53,753	\$ 59,726	\$ 61,572	\$ 63,477	\$ 65,440	\$ 67,465	\$ 69,551	\$ 71,701	\$ 73,919	
Clerk Stenographer/Clerk Steno 1 (01260) (Title Change)	01260	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594	
Clerk Typist/Keyboarding Clerk 1 (01268) (Title Change)	01268	nsw	\$ 37,489	\$ 57,998	\$ 37,489	\$ 42,175	\$ 46,861	\$ 48,310	\$ 49,804	\$ 51,345	\$ 52,933	\$ 54,570	\$ 56,258	\$ 57,998	
Clerk/Clerk 1 (01245) (Title Change)	01245	nsw	\$ 31,402	\$ 48,582	\$ 31,402	\$ 35,328	\$ 39,253	\$ 40,467	\$ 41,719	\$ 43,009	\$ 44,339	\$ 45,710	\$ 47,124	\$ 48,582	
Code Enforcement Officer/Housing Inspector	05896	nsw	\$ 43,762	\$ 67,702	\$ 43,762	\$ 49,232	\$ 54,702	\$ 56,394	\$ 58,138	\$ 59,936	\$ 61,790	\$ 63,701	\$ 65,671	\$ 67,702	
Code Enforcement Officer-Fire Prevention Specialist	05694	nsw	\$ 43,762	\$ 67,702	\$ 43,762	\$ 49,232	\$ 54,702	\$ 56,394	\$ 58,138	\$ 59,936	\$ 61,790	\$ 63,701	\$ 65,671	\$ 67,702	
Community Service Worker	01319	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594	
Confidential/Administrative Secretary (City Clerk)	01336	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594	
Coordinator of Scheduling Recreation Activities	04911	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594	
Deputy Municipal Court Administrator	07796	nsw	\$ 37,489	\$ 57,998	\$ 37,489	\$ 42,175	\$ 46,861	\$ 48,310	\$ 49,804	\$ 51,345	\$ 52,933	\$ 54,570	\$ 56,258	\$ 57,998	
Equipment Operator	01746	nsw	\$ 46,741	\$ 72,312	\$ 46,741	\$ 52,584	\$ 58,427	\$ 60,234	\$ 62,097	\$ 64,017	\$ 65,997	\$ 68,038	\$ 70,143	\$ 72,312	
Housing Inspector	02071	nsw	\$ 43,762	\$ 67,702	\$ 43,762	\$ 49,232	\$ 54,702	\$ 56,394	\$ 58,138	\$ 59,936	\$ 61,790	\$ 63,701	\$ 65,671	\$ 67,702	
Laborer (Hired after 8/30/07)/Laborer 1 (02248) (Title Change)	02248	nsw	\$ 37,489	\$ 57,997	\$ 37,489	\$ 39,767	\$ 42,047	\$ 44,325	\$ 46,604	\$ 48,882	\$ 51,162	\$ 53,440	\$ 55,719	\$ 57,997	

Position Title	Title Code	Cls	RANGE		Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
			Min	Max.										
Laborer/Laborer 1 (02248) (Title Change)	02248	nsw	\$ 43,572	\$ 67,409	\$ 43,572	\$ 49,019	\$ 54,465	\$ 56,150	\$ 57,887	\$ 59,677	\$ 61,523	\$ 63,425	\$ 65,387	\$ 67,409
Mechanic	02434	nsw	\$ 50,553	\$ 78,208	\$ 50,553	\$ 56,872	\$ 63,191	\$ 65,145	\$ 67,160	\$ 69,237	\$ 71,379	\$ 73,586	\$ 75,862	\$ 78,208
Mechanic's Helper	43731	nsw	\$ 44,904	\$ 69,468	\$ 44,904	\$ 50,517	\$ 55,130	\$ 57,865	\$ 59,654	\$ 61,499	\$ 63,402	\$ 65,362	\$ 67,384	\$ 69,468
Museum Attendant	02539	nsw	\$ 47,172	\$ 72,979	\$ 47,172	\$ 53,069	\$ 58,966	\$ 60,789	\$ 62,669	\$ 64,608	\$ 66,606	\$ 68,666	\$ 70,789	\$ 72,979
Parking Enforcement Officer	07305	nsw	\$ 37,626	\$ 58,210	\$ 37,626	\$ 42,330	\$ 47,033	\$ 48,488	\$ 49,987	\$ 51,533	\$ 53,127	\$ 54,770	\$ 56,464	\$ 58,210
Police Aid or Assistant	02709	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594
Police Records Clerk(02735)/Records Support Techn 2(56563) (Title and # change)	56563	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594
Police-Fire Signal Repairer	05883	nsw	\$ 47,826	\$ 73,990	\$ 47,826	\$ 53,804	\$ 59,783	\$ 61,631	\$ 63,538	\$ 65,503	\$ 67,529	\$ 69,617	\$ 71,770	\$ 73,990
Principal Account Clerk	02755	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594
Principal Bookkeeping Machine Operator	02766	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594
Principal Clerk/Clerk 3 (02773) (Title Change)	02773	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594
Principal Payroll Clerk-Principal	04939	nsw	\$ 46,358	\$ 71,718	\$ 46,358	\$ 52,152	\$ 57,947	\$ 59,739	\$ 61,587	\$ 63,492	\$ 65,455	\$ 67,480	\$ 69,567	\$ 71,718
Personnel Clerk	02855	nsw	\$ 48,211	\$ 74,586	\$ 48,211	\$ 54,238	\$ 60,265	\$ 62,128	\$ 64,049	\$ 66,030	\$ 68,073	\$ 70,178	\$ 72,349	\$ 74,586
Principal Tax Clerk		nsw	\$ 47,780	\$ 73,919	\$ 47,780	\$ 53,753	\$ 59,726	\$ 61,572	\$ 63,477	\$ 65,440	\$ 67,465	\$ 69,551	\$ 71,701	\$ 73,919
Record Support Technician 3	56564	nsw	\$ 37,489	\$ 57,998	\$ 37,489	\$ 42,175	\$ 46,861	\$ 48,310	\$ 49,804	\$ 51,345	\$ 52,933	\$ 54,570	\$ 56,258	\$ 57,998
Records Support Technician 1		nsw	\$ 37,489	\$ 57,998	\$ 37,489	\$ 42,175	\$ 46,861	\$ 48,310	\$ 49,804	\$ 51,345	\$ 52,933	\$ 54,570	\$ 56,258	\$ 57,998
Recreation Leader (Full-Time)		nsw	\$ 37,489	\$ 57,997	\$ 37,489	\$ 39,768	\$ 42,046	\$ 44,325	\$ 46,605	\$ 48,882	\$ 51,162	\$ 53,440	\$ 55,720	\$ 57,997
Recreation Maintenance Worker	03015@nsw	nsw	\$ 43,572	\$ 67,409	\$ 43,572	\$ 49,019	\$ 54,465	\$ 56,150	\$ 57,887	\$ 59,677	\$ 61,523	\$ 63,425	\$ 65,387	\$ 67,409
Road Repairer 2	03567@nsw	nsw	\$ 46,741	\$ 72,312	\$ 46,741	\$ 52,584	\$ 58,427	\$ 60,234	\$ 62,097	\$ 64,017	\$ 65,997	\$ 68,038	\$ 70,143	\$ 72,312
Road Repairer 3		nsw	\$ 50,553	\$ 78,208	\$ 50,553	\$ 56,872	\$ 63,191	\$ 65,145	\$ 67,160	\$ 69,237	\$ 71,379	\$ 73,586	\$ 75,862	\$ 78,208
Road Repairer/ Road Repairer 1 (03090) (Title Change)	03090	nsw	\$ 46,070	\$ 71,189	\$ 46,070	\$ 48,861	\$ 51,652	\$ 54,443	\$ 57,234	\$ 60,024	\$ 62,815	\$ 65,606	\$ 68,397	\$ 71,189
Sanitation Driver	03108	nsw	\$ 45,397	\$ 70,232	\$ 45,397	\$ 51,071	\$ 56,746	\$ 58,501	\$ 60,310	\$ 62,176	\$ 64,099	\$ 66,081	\$ 68,125	\$ 70,232
Senior Building Maintenance Worker	03227	nsw	\$ 49,136	\$ 76,016	\$ 49,136	\$ 55,278	\$ 61,420	\$ 63,319	\$ 65,278	\$ 67,297	\$ 69,378	\$ 71,524	\$ 73,736	\$ 76,016
Senior Clerk Typist/Keyboarding Clerk 2 (03256@) (Title Change)	03256@nsw	nsw	\$ 40,268	\$ 62,298	\$ 40,268	\$ 45,302	\$ 50,336	\$ 51,892	\$ 53,497	\$ 55,152	\$ 56,858	\$ 58,616	\$ 60,429	\$ 62,298

			RANGE														
Position Title NON-SUPERVISORY	Title Code	Cls	Min	Max.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9			
Senior Clerk/Clerk 2 (03247) (Title Change)	03247	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594			
Senior Maintenance Repairer	03425	nsw	\$ 49,445	\$ 76,494	\$ 49,445	\$ 55,625	\$ 61,806	\$ 63,717	\$ 65,688	\$ 67,720	\$ 69,814	\$ 71,973	\$ 74,199	\$ 76,494			
Senior Park Maintenance Worker	03490	nsw	\$ 45,283	\$ 70,055	\$ 45,283	\$ 50,943	\$ 56,603	\$ 58,354	\$ 60,159	\$ 62,019	\$ 63,938	\$ 65,915	\$ 67,954	\$ 70,055			
Senior Police Records Clerk	03521	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594			
Senior Recreation Maintenance Worker	03558	nsw	\$ 44,904	\$ 69,468	\$ 44,904	\$ 50,517	\$ 56,130	\$ 57,865	\$ 59,654	\$ 61,499	\$ 63,402	\$ 65,362	\$ 67,384	\$ 69,468			
Senior Sewer Repairer/Sewer Repairer 2 (03585) (Title Change)	03585	nsw	\$ 46,519	\$ 71,967	\$ 46,519	\$ 52,333	\$ 58,147	\$ 59,948	\$ 61,801	\$ 63,713	\$ 65,683	\$ 67,714	\$ 69,808	\$ 71,967			
Senior Tax Clerk	03608	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594			
Senior Water Plant Operator		nsw	\$ 50,553	\$ 78,208	\$ 50,553	\$ 56,872	\$ 63,191	\$ 65,145	\$ 67,160	\$ 69,237	\$ 71,379	\$ 73,586	\$ 75,862	\$ 78,208			
Sewer Plant Repairer	03677	nsw	\$ 46,016	\$ 71,189	\$ 46,016	\$ 51,768	\$ 57,519	\$ 59,298	\$ 61,132	\$ 63,023	\$ 64,972	\$ 66,982	\$ 69,053	\$ 71,189			
Sewer Repairer/Sewer Repairer 1 (03386@) (Title Change)	03686	nsw	\$ 44,904	\$ 69,468	\$ 44,904	\$ 50,517	\$ 56,130	\$ 57,865	\$ 59,654	\$ 61,499	\$ 63,402	\$ 65,362	\$ 67,384	\$ 69,468			
Sewer Treatment Plant Operator	03672	nsw	\$ 47,172	\$ 72,979	\$ 47,172	\$ 53,069	\$ 58,966	\$ 60,789	\$ 62,669	\$ 64,608	\$ 66,606	\$ 68,666	\$ 70,789	\$ 72,979			
Sr. Water Meter Reader-Repairer 2	07119	nsw	\$ 46,518	\$ 71,967	\$ 46,518	\$ 52,333	\$ 58,148	\$ 59,947	\$ 61,801	\$ 63,712	\$ 65,683	\$ 67,715	\$ 69,808	\$ 71,967			
Tax Clerk/Clerk 1 (With Tax Collector Certification) (04122@) (Title Change)	04122 @	nsw	\$ 43,045	\$ 66,594	\$ 43,045	\$ 48,426	\$ 53,807	\$ 55,471	\$ 57,186	\$ 58,955	\$ 60,778	\$ 62,658	\$ 64,596	\$ 66,594			
Technical Assistant - Construction Code Official	05193	nsw	\$ 48,717	\$ 75,369	\$ 48,717	\$ 54,807	\$ 60,897	\$ 62,780	\$ 64,722	\$ 66,723	\$ 68,787	\$ 70,915	\$ 73,108	\$ 75,369			
Tree Trimmer	04220	nsw	\$ 43,572	\$ 67,409	\$ 43,572	\$ 49,019	\$ 54,465	\$ 56,150	\$ 57,887	\$ 59,677	\$ 61,523	\$ 63,425	\$ 65,387	\$ 67,409			
Truck Driver	04222	nsw	\$ 45,397	\$ 70,232	\$ 45,397	\$ 51,071	\$ 56,746	\$ 58,501	\$ 60,310	\$ 62,176	\$ 64,099	\$ 66,081	\$ 68,125	\$ 70,232			
Violations Clerk	04244	nsw	\$ 34,445	\$ 53,289	\$ 34,445	\$ 38,751	\$ 43,057	\$ 44,388	\$ 45,761	\$ 47,176	\$ 48,635	\$ 50,140	\$ 51,690	\$ 53,289			
Water Meter Reader-Repairer(05747)/Meter Worker 1 (02500) (Title and # change)	02500	nsw	\$ 44,904	\$ 69,468	\$ 44,904	\$ 50,517	\$ 56,130	\$ 57,865	\$ 59,654	\$ 61,499	\$ 63,402	\$ 65,362	\$ 67,384	\$ 69,468			
Water Repairer 1		nsw	\$ 44,904	\$ 69,468	\$ 44,904	\$ 50,517	\$ 56,130	\$ 57,865	\$ 59,654	\$ 61,499	\$ 63,402	\$ 65,362	\$ 67,384	\$ 69,468			
Water Treatment Plant Operator	04296	nsw	\$ 47,172	\$ 72,979	\$ 47,172	\$ 53,069	\$ 58,966	\$ 60,789	\$ 62,669	\$ 64,608	\$ 66,606	\$ 68,666	\$ 70,789	\$ 72,979			

PART-TIME/2nd TITLES	Title Code	Cls	RANGE		Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
			Min	Max							
Part time/additional Positions			\$ -	\$ 4,500						\$ 4,500	
Director of Public Safety	dir		\$ 1,000	\$ 3,500	\$ 1,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 3,000	\$ 3,500	
Director of Public Works	dir		\$ 500	\$ 3,000	\$ 500	\$ 1,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 3,000	
Director of Administration	dir		\$ 500	\$ 3,000	\$ 500	\$ 1,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 3,000	
Director of Finance											
Director of Housing and Community Development	dir		\$ 500	\$ 3,000	\$ 500	\$ 1,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 3,000	
Director of Public Affairs	dir		\$ 500	\$ 3,000	\$ 500	\$ 1,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 3,000	
Tax Assessor	spt		\$ 21,117	\$ 32,129	\$ 21,117					\$ 32,129	
Secretary, Boards and Commissions	spt		\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	
Construction Code Official (P/T)	spt		\$ -	\$ 11,382	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,382	
Fire Subcode Inspector should say FIRE SUBCODE OFFICIAL											
Zoning Officer	spt		\$ 2,000	\$ 6,000	\$ 2,000					\$ 6,000	
Payroll Coordinator	spt		\$ 1,500	\$ 4,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 3,000	\$ 3,500	\$ 4,000	
Event Assistant	spt		\$ 3,000	\$ 5,500	\$ 3,000	\$ 3,500	\$ 4,000	\$ 4,500	\$ 5,000	\$ 5,500	
RCA Administrator	spt		\$ 2,000	\$ 5,000	\$ 2,000	\$ 2,500	\$ 3,000	\$ 3,500	\$ 4,000	\$ 4,500	\$ 5,000
Election Official	spt		\$ -	\$ 4,800						\$ 4,800	
Municipal Emergency Management Coordinator	spt		\$ 1,000	\$ 4,000	\$ 1,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 3,000	\$ 3,500	\$ 4,000
Senior Deputy Emergency Management Coordinator	spt		\$ -	\$ 2,500						\$ 2,500	
Deputy Emergency Management Coordinator	spt		\$ -	\$ 1,000						\$ 1,000	
Temporary Registrar/Deputy Registrar of Vital Statistics	spt		\$ -	\$ 2,000	\$ 2,000	\$ 2,500	\$ 3,000	\$ 3,500	\$ 4,000	\$ 4,500	\$ 5,000
Registrar of Vital Statistics	spt		\$ 2,000	\$ 5,000						\$ 5,000	
Municipal Improvement Search Officer	spt		\$ -	\$ 2,000						\$ 2,000	
Municipal Tax Search Officer	spt		\$ -	\$ 2,000						\$ 2,000	
Newsletter Coordinator	spt		\$ -	\$ 2,000						\$ 2,000	
Affirmative Action Officer	spt		\$ -	\$ 1,500						\$ 1,500	
Safety Incentive Coordinator	spt		\$ -	\$ 1,000						\$ 1,000	
Recycling Coordinator	spt		\$ -	\$ 1,000						\$ 1,000	
Clean Communities Coordinator	spt		\$ -	\$ 1,000						\$ 1,000	
Water Accessibility Coordinator	spt		\$ -	\$ 1,000						\$ 1,000	

PART-TIME/2nd TITLES		Title Code	Cls	Min	Max.	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
NJDEP Licensed Operator in Charge - Water Plant		spt		\$ 3,000	\$ 5,000	\$ 3,000					\$ 5,000	
Right to Know Inventory Control		spt		\$ -	\$ 500						\$ 500	
Fire Official (p/t)		spt		\$ 1,250	\$ 7,500	\$ 1,250	\$ 2,500	\$ 3,750	\$ 5,000	\$ 6,250	\$ 7,500	
Deputy Fire Marshall		spt		\$ -	\$ 350						\$ 350	
Water/Sewer License Stipend (for each license obtained)		spt		\$ -	\$ 250						\$ 250	
Mayor		spt		\$ -	\$ 6,113						\$ 6,113	
Mayor - Stipend for each marriage performed for resident		spt		\$ -	\$ 100						\$ 100	
Mayor - Stipend for each marriage performed for nonresident		spt		\$ -	\$ 200						\$ 200	
Council Member		spt		\$ -	\$ 5,094						\$ 5,094	
Fire Chief		spt		\$ -	\$ 4,000						\$ 4,000	
(1) Deputy Fire Chief		spt		\$ -	\$ 2,500						\$ 2,500	
(2) Battalion Chiefs		spt		\$ -	\$ 1,500						\$ 1,500	
(4) Fire Captains		spt		\$ -	\$ 1,200						\$ 1,200	
(7) Fire Lieutenants		spt		\$ -	\$ 600						\$ 600	
(3) Chief Engineers		spt		\$ -	\$ 400						\$ 400	

HOURLY POSITIONS		Hourly Rate Range						
Building Sub-Code Official	spt	\$ 35.22	\$ 46.91	\$ 35.22				\$ 46.91
Plumbing Sub-Code Official	spt	\$ 35.22	\$ 46.91	\$ 35.22				\$ 46.91
Electrical Sub-Code Official	spt	\$ 35.22	\$ 46.91	\$ 35.22				\$ 46.91
Fire Sub-Code Official	spt	\$ 35.22	\$ 46.91	\$ 35.22				\$ 46.91
Confidential Secretary or Assistant	spt	\$ 22.63	\$ 34.12	\$ 22.63				\$ 34.12
Technical Assistant - Construction Code Official	spt	\$ 15.43	\$ 31.39	\$ 15.43				\$ 31.39
Senior Clerk Typist/Keyboarding Clerk 2 (03256@) (Title Change)	spt	\$ 15.43	\$ 31.39	\$ 15.43				\$ 31.39
Clerk	spt	\$ 15.43	\$ 35.38	\$ 15.43				\$ 35.38
Special Law Enforcement Officer (Class 3)	spt	\$ 35.00	\$ 39.00	\$ 35.00				\$ 39.00
Special Law Enforcement Officer (Class 2)	spt	\$ 20.00	\$ 30.00	\$ 20.00				\$ 30.00
Special Law Enforcement Officer (Class 1)	spt	\$ 17.00	\$ 25.00	\$ 17.00				\$ 25.00
Fire Prevention Specialist	spt	\$ 15.43	\$ 21.99	\$ 15.43				\$ 21.99
Code Enforcement Officer - 01285	spt	\$ 15.43	\$ 24.51	\$ 15.43				\$ 24.51
Code Enforcement Officer - Trainee 07594	spt	\$ 15.43	\$ 19.61	\$ 15.43				\$ 19.61
Housing Inspector or Zoning Officer	spt	\$ 15.43	\$ 24.51	\$ 15.43				\$ 24.51
Housing Inspector - Trainee 02074	spt	\$ 15.43	\$ 19.61	\$ 15.43				\$ 19.61
Museum Attendant 02539	spt	\$ 15.43	\$ 33.57	\$ 15.43				\$ 33.57
Laborer part-time or temporary	spt	\$ 15.43	\$ 24.51	\$ 15.43				\$ 24.51
Park Guard	spt	\$ 15.43	\$ 21.24	\$ 15.43				\$ 21.24
Recreation Leader (Various) 02993	spt	\$ 15.43	\$ 30.30	\$ 15.43				\$ 30.30
Program Assistant	spt	\$ 15.43	\$ 17.97	\$ 15.43				\$ 17.97

Program Supervisor		spt	\$ 15.43	\$ 19.61	\$ 15.43					\$ 19.61
HOURLY POSITIONS			Hourly Rate Range							
Adult School Crossing Guard/School Traffic Guard(03125)		cg	\$ 17.19	\$ 24.11	\$ 17.19	\$ 18.37				\$ 24.11

CITY OF BURLINGTON, NEW JERSEY

ORDINANCE NO. 28-2024

**ORDINANCE AMENDING BOND ORDINANCE 06-2022 OF
THE CITY OF BURLINGTON, COUNTY OF
BURLINGTON, NEW JERSEY**

WHEREAS, the City of Burlington, County of Burlington, New Jersey ("City") has heretofore duly and finally adopted Bond Ordinance 06-2022, authorizing supplemental funding for the construction of a bandstand for the City ("Bond Ordinance"); and

WHEREAS, the City desires to amend the purpose of the Bond Ordinance by amending Section 7(A) thereof.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Burlington, 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. Section 7(A) of the Bond Ordinance is hereby amended to provide as follows:

	<u>"Purpose/Improvement"</u>	<u>Estimated</u>	<u>Down</u>	<u>Amount of</u>	<u>Period of</u>
		<u>Total Cost</u>	<u>Payment</u>	<u>Obligations</u>	<u>Usefulness</u>
A.	Rehabilitation and Reconstruction of the Historical William R. Allen School, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto"	\$1,500,000	\$75,000	\$1,425,000	20 years

Section 2. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the regulations promulgated by the Local Finance Board showing full detail the amended capital budget and capital improvement program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, are on file with the Clerk and available for public inspection.

Section 3. All other parts of the Bond Ordinance not amended hereby shall remain in full force and effect.

Section 4. In accordance with the Local Bond Law, this ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

ORDINANCE NO. 28-2024

Passed Common Council,

George Chachis, President
Common Council

Approved,

Barry W. Conaway, Mayor

ATTEST:

Cindy A. Crivaro, RMC
Municipal Clerk

Introduction:	08/06/24
Publication:	08/16/24
2nd & Final:	09/03/24
Publication:	00/00/24
Effective:	00/00/24

RESOLUTION NO. 186-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING NJ SHARES TO AID WITH INCOME ELIGIBLE RESIDENTS WITH DELINQUENT SEWER AND WATER CHARGES

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, NJ SHARES offers a Municipal Customer Assistance Program (“MCAP”) through which assistance grants may be provided to income qualified households experiencing a temporary financial crisis; and

WHEREAS, the City Common Council wishes to issue its support for the NJ SHARES MCAP for purposes of assisting income qualified City residents.

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington hereby issues support and authorizes NJ SHARES to provide the Municipal Customer Assistance Program for City residents.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

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CITY OF BURLINGTON
RESOLUTION REQUEST FORM

Council Meeting Date: Sept 3, 2024

TO: Johanna S. Conyer, Business Administrator

FROM: Danielle Lippincott

DEPARTMENT REQUESTING RESOLUTION: Tax Collector

TITLE OF RESOLUTION: Resolution Authorizing NJ Shares to aid with income eligible residents with delinquent sewer and water charges.

BRIEF DESCRIPTION OF ACTION: Requesting consideration to allow NJ Shares to provide Municipal Customer Assistance for delinquent Water & Sewer. This will allow a grant, for income eligible residents, up to \$200 for water and \$200 for sewer delinquent charges to be paid directly to the City.

BIDDING PROCESS (*If applicable*):

APPROPRIATION ACCOUNT TO BE CHARGED (*If applicable*):

AMOUNT OF PROPOSED CONTRACT (*If applicable*):

Contact Person (*Please Print*)

Date

Approved by Business Administrator:

8/21/24

Date

Signature

☐ Certification of Funds Needed

Please note that the Contact Person is the point person for providing pertinent information regarding request.

****Please attach all supporting documents****

Eligibility Guidelines for the NJ SHARES Municipal Customer Assistance Program (MCAP)

About the Program

NJ SHARES Municipal Customer Assistance Program (MCAP) provides water, sewer and electric assistance grants to income qualified households experiencing a temporary financial crisis. Eligibility is based on household size and income. Households who have municipal utility services and income at or below 400% of the Federal Poverty Level can receive up to \$200 per utility per calendar year. Grants will be used for consumption charges only – not for deposits, reconnection fees, repairs, etc. All grant payments are issued directly to the utility company on the customer's behalf and no customer will receive a credit balance.

Eligibility Guidelines

Households MUST:

- Have an active residential municipal utility account
- Reside at the service address listed on the utility bill
- Be experiencing a temporary financial crisis, such as a job loss or illness
- Be in arrears on their municipal water, sewer, and/or electric bill

Households MAY:

- Receive one grant of up to \$200 for water service once between January 1 and December 31 of a given year
- Receive one grant of up to \$200 for sewer service once between January 1 and December 31 of a given year
- Receive one grant of up to \$200 for electric service or electric heating source, if the household is heated with electric, once between January 1 and December 31 of a given year

Income Eligibility

- Household income must be at or below 400% of the Federal Poverty Level. **See chart below.**

Income Eligibility for Seniors and the Disabled

- Applicants 65 years of age or older, with households of one or two members only, will be eligible for NJ SHARES MCAP if the maximum household income is \$99,735 gross annually or \$8,311 gross monthly. Applicants must show proof of age.
- Applicants receiving Social Security Disability (SSD) benefits, with households of one or two members only, will be eligible for NJ SHARES MCAP if the maximum household income is \$99,735 gross annually or \$8,311 gross monthly. Applicants must show proof of SSD benefit.

NJ SHARES Municipal Customer Assistance Program Income Guidelines

NJ SHARES MCAP Income Guidelines HOUSEHOLD SIZE / GROSS MONTHLY INCOME

1 Person	/ \$0 - \$5,020
2 People	/ \$0 - \$6,813
3 People	/ \$0 - \$8,607
4 People	/ \$0 - \$10,400
5 People	/ \$0 - \$12,193
6 People	/ \$0 - \$13,987
7 People	/ \$0 - \$15,780
8 People	/ \$0 - \$17,573
9 People	/ \$0 - \$19,367
10 People	/ \$0 - \$21,160
11 People	/ \$0 - \$22,953
12 People	/ \$0 - \$24,747

For households greater than 12 people,
add \$1,793 per additional person

NJ SHARES Municipal Customer Assistance Program

Policies and Procedures

Residence and Billing

- Applicants must be New Jersey residents with an active residential municipal utility account.
- The applicant must reside at the service address listed on the utility bill.
- The utility bill must be in the applicant's name.

Acceptable Cases Where Applicants are Not the Customer of Record (utility bill is in someone else's name)

- A spouse can apply for assistance provided they reside in the home. A marriage certificate is required for customers who are applying as married with different last names.

** If multiple names appear on the utility bill and not disclosed on the application, we will require further documentation.*

Status with Utility Providers

The utility customer must be "at risk" of service termination, which can be any of the following:

- Customer has received a written notice of arrears (can be a bill showing arrears balance)
- Customer has a written termination or shut off notice
- Customer's service is shut off

Required Documentation

NJ SHARES must receive these documents within ten business days of the application date to process an application.

Assistance Received

If a household has received assistance from any of the programs below, they may provide the current year's benefit/determination letter instead of providing income and ID for the household.

- Affordable Connectivity Program (ACP)
- Low-Income Home Energy Assistance Program (LIHEAP)
- Lifeline Utility Assistance Program
- Lifeline Communications Program
- Medicaid
- NJ SHARES SMART Utility Assistance Program
- NJ SHARES Mortgage Assistance, Rent, and Taxes (NJ SMART) Program
- Supplemental Security Income (SSI)
- Supplemental Nutrition Assistance Program (SNAP)
- Universal Service Fund (USF)
- Work First New Jersey – Temporary Assistance to Needy Families (TANF)
- Veteran's Pension
- Veteran's Survivor's Pension

If a household is applying for assistance from any of our programs below within the current calendar year, they will only have to provide the benefit/determination letter from one of the listed programs above or income documentation and ID for the household once.

- NJ Board of Public Utilities Payment Assistance for Gas and Electric (NJ BPU PAGE) Program
- NJ SHARES Energy Assistance Grant
- NJ SHARES SMART Utility Assistance Program
- NJ SHARES Mortgage Assistance, Rent, and Taxes (NJ SMART) Program

Personal ID for the Applicant and All Household Members

Any unexpired government issued ID. ID must be provided for the applicant and all household members. If an adult (18 and older) household member's ID shows a different last name than applicant, additional proof of residency is required. If the address is listed on the ID provided and it does not match the service address, additional proof of residency is required.

Proof of Residency

If any documentation provided throughout the application process includes an address that does not match the service address, further proof of residency will be required. To prove residency, additional documentation dated within 30 days of the application date showing name and address must be provided.

Proof of Income

Proof of the last four consecutive weeks of income from the date of the application for all household members ages 18+. Any household members ages 18+ without income should be listed on the online application or Zero Income Affirmation form, if applying with paper. Proof of income includes:

Paystubs If paystubs cannot be produced: A letter signed and dated by the employer verifying paid in cash and the total gross monthly income.	Self-employed: Letter confirming the total gross income for the last 30 consecutive days.	Unemployment: Determination letter along with proof of receipt of last 30 days of unemployment benefit.
Rental Income: Current lease and rental payment receipt.	Social Security Income: Award letter for current year.	Pension Income: Most recent check or letter verifying lifetime receipt of benefits.
Workers' Compensation: Current bank statements showing identified direct deposits with recipient's name and address.	Alimony and/or Child Support: Proof of payment and frequency.	

Most Recent Utility Provider Bill

Provide the most recent municipal water, sewer and/or electric bill to include all pages. This information is verified with the designated utility provider.

Completed, Signed and Dated Application

- The application must be signed and dated.
- If the applicant is elderly or disabled and a volunteer, family member, or social worker that is applying on his/her behalf
 - Power of Attorney document or letter of authorization is required.

RESOLUTION NO. 187-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON EXTENDING THE THIRD QUARTER PROPERTY TAX GRACE PERIOD

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, because of delays beyond the City’s control, the third quarter tax bills could not be mailed prior to the statutory mailing date; and

WHEREAS, the third quarter tax bills were mailed on or about August 9, 2024; and

WHEREAS, N.J.S.A. 54:4-66.3(d) provides that when third quarter tax bills cannot be mailed by the above deadline, taxes shall not be subject to interest until at least 25 days after the tax bills are mailed; and

WHEREAS, the City Common Council wishes to extend the property tax payment grace period for the payment of quarterly taxes due on August 1, 2024 so that interest shall not accrue if payment is made by September 5, 2024 in accordance with the above statutory provision; and

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington as follows:

1. The property tax payment grace period for third quarter taxes so that interest shall not accrue if payment is made by September 5, 2024.
2. The City Tax Collector is hereby authorized to make corrections and notations upon the Municipal records as may be necessary to effectuate this Resolution.
3. A certified copy of this Resolution shall be forwarded to the City Tax Collector and the City Chief Financial Officer.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RESOLUTION 187-2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RJJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

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CITY OF BURLINGTON
RESOLUTION REQUEST FORM

Council Meeting Date: September 3, 2024

DATE:

TO: Johanna S. Conyer, Business Administrator

FROM: Danielle Lippincott

DEPARTMENT REQUESTING RESOLUTION: Tax Collector

TITLE OF RESOLUTION: Resolution to extend the 3rd quarter property tax grace period

BRIEF DESCRIPTION OF ACTION: The law allows 25 days from the mailing of the tax bills to extend the grace period. I have certified the mailing was sent on August 9, 2024 for the 2024 Final / 2025 Preliminary Billing. The grace period was extended to September 5, 2024.

BIDDING PROCESS *(If applicable):*

APPROPRIATION ACCOUNT TO BE CHARGED *(If applicable):*

AMOUNT OF PROPOSED CONTRACT *(If applicable):*

Approved by Business Administrator:

8/21/24
Date


Signature

☐ Certification of Funds Needed

Please note that the Contact Person is the point person for providing pertinent information regarding request.

****Please attach all supporting documents****

AFFIDAVIT OF TAX BILL MAILING

If tax bills are issued after the statutory mailing date, the law requires that the bill include notice of the payment date after which interest will be charged back to the statutory due date. In order for proper internal controls to be maintained and transactions audited, it is necessary for the tax collector to certify the date by which all original bills were mailed and the date by which payment is to be received without interest (see payment schedule information in Section 1 of the guide to Chapter 72, Laws of 1994). This certification is to be filed with the municipal clerk, who must keep it on file as an official document.

A certification must be filed if extended payment dates are required. A separate certification is required for each mailing of tax bills mailed after the statutory dates, whether calendar or state fiscal year, estimated or reconciled. The certification does not apply to mailing of advice copies, only the original bill.

AFFIDAVIT OF TAX BILL MAILING

I, the undersigned, certify as follows.

1. I am the Tax Collector of the City of Burlington in the County of Burlington
2. The mailing or other delivery all of original tax bills for the 3rd, 4th, 1st, & 2nd installments for tax year 2024/2025 was completed on August 9, 2024.
3. Pursuant to N.J.S.A. 54:4-66 et seq., the payment for the 3rd quarter installment must be received by September 5, 2024 after which time all receipts shall be deemed delinquent, with interest accruing from August 1, 2024.

I do certify that the foregoing statements made by me are true.

Dani Lippman
Signature

Danielle Lippincott
Printed Name

T-8198
Cert.#

Dated: 08/15/2024

RESOLUTION NO. 188-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE TAX COLLECTOR TO CANCEL TAXES PURSUANT TO EXEMPTION FOR A TOTALLY DISABLED VETERAN

WHEREAS, the City of Burlington (the "City") is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, Mr. Charles C. Andrews, Jr. ("claimant"), owner and resident of 1403 Wood Street (Block 92, Lot 1) has applied for tax exemption as a Totally Disabled Veteran pursuant to N.J.S.A. 54:4-3.30, et seq.; and

WHEREAS, the claimant has supplied all requisite proofs in support of this claim; and

WHEREAS, the Tax Assessor and Business Administrator have reviewed the claim and related documentation and finds all to be in order and recommend approval of the exemption; and

WHEREAS, the effective date of the exemption is March 17, 2023, in conformance with the claimants' date of submission of claim; and

WHEREAS, claimant has been billed and or paid taxes for the exempt period; and

WHEREAS, the Tax Collector seeks to balance the account in recognition of the exemption; and

WHEREAS, the Tax Collector confirms and wishes to clear any resulting overpayment by returning funds to the appropriate entity.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Burlington that the Tax Collector is hereby authorized to cancel taxes in the amount of \$2,557.72 and refund \$2,557.72 to the appropriate entity. Additionally, the Tax Collector has authorization to cancel the remaining amounts that would become due and owing by claimant. A certified copy of this resolution shall be forwarded to the Tax Collector, Business Administrator, Tax Assessor and claimant.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RESOLUTION 188-2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

RESOLUTION NO. 189-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE TAX COLLECTOR TO CANCEL TAXES PURSUANT TO EXEMPTION FOR A TOTALLY DISABLED VETERAN

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, Mr. Shawn M. Wooden (“claimant”), owner and resident of 1212 Wood Street (Block 102.01, Lot 10) has applied for tax exemption as a Totally Disabled Veteran pursuant to N.J.S.A. 54:4-3.30, et seq.; and

WHEREAS, the claimant has supplied all requisite proofs in support of this claim; and

WHEREAS, the Tax Assessor and Business Administrator have reviewed the claim and related documentation and finds all to be in order and recommend approval of the exemption; and

WHEREAS, the effective date of the exemption is September 6, 2023, in conformance with the claimants’ date of submission of claim; and

WHEREAS, claimant has been billed and or paid taxes for the exempt period; and

WHEREAS, the Tax Collector seeks to balance the account in recognition of the exemption; and

WHEREAS, the Tax Collector confirms and wishes to clear any resulting overpayment by returning funds to the appropriate entity.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Burlington that the Tax Collector is hereby authorized to cancel taxes in the amount of \$3,320.25 and refund \$3,320.25 to the appropriate entity. Additionally, the Tax Collector has authorization to cancel the remaining amounts that would become due and owing by claimant. A certified copy of this resolution shall be forwarded to the Tax Collector, Business Administrator, Tax Assessor and claimant.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RESOLUTION 189-2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

RESOLUTION NO. 190-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE TAX COLLECTOR TO CANCEL TAXES PURSUANT TO EXEMPTION FOR A TOTALLY DISABLED VETERAN

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, Mr. Ludwig Borgella (“claimant”), owner and resident of 410 Lawrence Street (Block 137, Lot 7) has applied for tax exemption as a Totally Disabled Veteran pursuant to N.J.S.A. 54:4-3.30, et seq.; and

WHEREAS, the claimant has supplied all requisite proofs in support of this claim; and

WHEREAS, the Tax Assessor and Business Administrator have reviewed the claim and related documentation and finds all to be in order and recommend approval of the exemption; and

WHEREAS, the effective date of the exemption is November 10, 2023, in conformance with the claimants’ date of submission of claim; and

WHEREAS, claimant has been billed and or paid taxes for the exempt period; and

WHEREAS, the Tax Collector seeks to balance the account in recognition of the exemption; and

WHEREAS, the Tax Collector confirms and wishes to clear any resulting overpayment by returning funds to the appropriate entity.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Burlington that the Tax Collector is hereby authorized to cancel taxes in the amount of \$1,642.05 and refund \$1,642.05 to the appropriate entity. Additionally, the Tax Collector has authorization to cancel the remaining amounts that would become due and owing by claimant. A certified copy of this resolution shall be forwarded to the Tax Collector, Business Administrator, Tax Assessor and claimant.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RESOLUTION 190-2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

RESOLUTION NO. 191-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING A CONTRACT WITH LIMBACH COMPANY, LLC FOR UPGRADES OF THE AHU-2 SYSTEM AT CITY HALL

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, the City of Burlington requires software upgrades to the AHU-2 system at City Hall – 525 High Street; and

WHEREAS, the City may contract for these services without the need for open competitive bidding pursuant to New Jersey Public Contract Law (N.J.S.A. 40A:11-1 et seq.) by virtue of State Contract #88689/#V00002594; and

WHEREAS, City Administration has recommended that the City award a contract for upgrades to the City Hall AHU-2 software system in an amount not to exceed \$3,696.00 to Limbach Company, LLC; and

WHEREAS, the Common Council wishes to award the aforementioned contract to Limbach Company, LLC.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington as follows:

1. The contract for Siemens repairs and upgrades to the City Hall AHU-2 system is hereby awarded to Limbach Company, LLC in the amount of \$3,696.00 by virtue of State Contract #88689/#V00002594.
2. The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to facilitate this award of contract.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RESOLUTION 191-2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

4

CITY OF BURLINGTON
RESOLUTION REQUEST FORM

Sept

Council Meeting Date: August 6, 2024

DATE: July 26, 2024

TO: Johanna S. Conyer, Business Administrator

FROM: William Curry, Director of Public Works

DEPARTMENT REQUESTING RESOLUTION: Department Public Works

TITLE OF RESOLUTION:

Install to City Hall computer the AHU-2 "N4 Workbench" software for HVAC System

BRIEF DESCRIPTION OF ACTION:

Resolution to approve the purchase of the N4 Workbench software with Limbach Company LLC in the amount of \$3,696.00, for needed upgrades of the AHU-2 system at the City of Burlington City Hall building located at 525 High Street.

BIDDING PROCESS (*If applicable*): State Contract Vendor #88689 / #V00002594

APPROPRIATION ACCOUNT TO BE CHARGED (*If applicable*): C-04-55-973-005

AMOUNT OF PROPOSED CONTRACT (*If applicable*): \$3,696.00

Approved by Business Administrator:

8/21/27
Date

[Signature]
Signature

☐ Certification of Funds Needed

Please note that the Contact Person is the point person for providing pertinent information regarding request.

****Please attach all supporting documents****

reviewed with Dean
8/6



44 West Ferris Street, Suite D
East Brunswick NJ 08816
P: 732-438-0200
F: 732-438-0275
limbachinc.com

February 28, 2024

City Of Burlington
525 High Street
Burlington NJ 08018

Attention: William Curry
Reference: Municipal Complex
Job Name: AHU-2 Controls Upgrade
Job Location:
Limbach Job No: 1623174

PCO 02
Cost: \$3,696.00

William Curry

Enclosed please find our proposal for construction costs associated with additional work related to install N4 Workbench on existing PC. This proposal is based on the above verbage includes costs only indicated within this document, and specifically attached forms. We reserve the right to amend this proposal to include additional costs for work not previously included that are required to complete the work. This proposal is good for a total of 5 business days upon receipt.

This proposal specifically includes the following work:

- 1) Install N4 Workbench on existing PC
- 2)
- 3)

This proposal does not include:

- 1) Overtime or shift work

Respectfully submitted on behalf of
LIMBACH COMPANY, LLC

Mike Mangiarelli

Mike Mangiarelli
Project Manager

RESOLUTION NO. 192-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON RATIFYING AN AGREEMENT OF SALE FOR CERTAIN BURLINGTON CITY OWNED PROPERTY LOCATED AT BLOCK 131, LOT 12 AND LOT 13

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, the City is the owner of property located at 210-212 Barclay Street, identified on the Tax Map of the City of Burlington as Block 131, Lots 12 and 13 (the “Property”); and

WHEREAS, the City adopted Ordinance No. 16-2024 on or about June 11, 2024, authorizing the sale of the Property; and

WHEREAS, the City and Image Home Remodeling (taking title as Sadler Investments, LLC) (“Purchaser”) have negotiated for the sale of the Property and Purchaser has agreed to pay \$8,000.00 for the purchase of the Property pursuant to an appraisal report prepared by Steven Brownell, MAI Appraisal One, Inc. for the construction of one single-family home; and

WHEREAS, the prospective Purchaser agreed to terms for the purchase of the Property for One-Hundred Dollar (\$8,000.00) and other valuable consideration and is willing to purchase the property based upon the terms authorized by Council as set forth in an Agreement of Sale; and

WHEREAS, the Purchaser has demonstrated the financial ability to consummate the purchase of the property consistent with the terms in the Agreement of Sale; and

WHEREAS, the Purchaser agreed to the basic terms proposed by the City as set forth in the Agreement of Sale drafted, a copy of which is attached hereto; and

WHEREAS, the Common Council for the City of Burlington authorizes the appropriate City officials to execute such documents as are necessary and appropriate to consummate the Sale of the Property consistent with the terms of the Agreement of Sale.

NOW THEREFORE BE IT RESOLVED, that the Agreement of Sale for 210-212 Barclay Street to Sadler Investments, LLC, upon the terms and conditions as stated herein is hereby authorized and/or ratified and the Mayor and/or the City’s administrative staff is authorized to execute any documents and to attend the closing on the property and perform such other acts as may be necessary to transfer the subject property, 210-212 Barclay Street to Sadler Investments, LLC, consistent with the intent of this Resolution and said execution of closing documents to consummate the transfer of ownership is ratified by the Common Council.

RESOLUTION 192-2024

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

5

CITY OF BURLINGTON
RESOLUTION/ORDINANCE REQUEST FORM

Council Meeting Date: 9/3/24

DATE:

8/21/24

TO:

Johanna S. Conyer, Business Administrator

FROM:

DEPARTMENT REQUESTING RESOLUTION/ORDINANCE:

Justice

TITLE OF RESOLUTION:

Ratifying. This is the sale you indicated needed to occur + we would ratify the Agreement

BRIEF DESCRIPTION OF ACTION:

BIDDING PROCESS (If applicable):

APPROPRIATION ACCOUNT TO BE CHARGED (If applicable):

AMOUNT OF PROPOSED CONTRACT (If applicable):

Approved by Business Administrator:

8/21/24
Date


Signature

☐ Certification of Funds Needed

Please note that the Contact Person is the point person for providing pertinent information regarding request.

******Please attach all supporting documents******

Ratify #1

RESOLUTION NO. ____-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING AN AGREEMENT OF SALE FOR CERTAIN BURLINGTON CITY OWNED PROPERTY LOCATED AT BLOCK 131, LOT 12 AND LOT 13

WHEREAS, the City of Burlington (the "City") is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, the City is the owner of property located at 210-212 Barclay Street, identified on the Tax Map of the City of Burlington as Block 131, Lots 12 and 13 (the "Property"); and

WHEREAS, the City adopted Ordinance No. 16-2024 on or about June 11, 2024, authorizing the sale of the Property; and

WHEREAS, the City and Image Home Remodeling (taking title as Sadler Investments, LLC) ("Purchaser") have negotiated for the sale of the Property and Purchaser has agreed to pay \$8,000.00 for the purchase of the Property pursuant to an appraisal report prepared by Steven Brownell, MAI Appraisal One, Inc. for the construction of one single-family home; and

WHEREAS, the prospective Purchaser agreed to terms for the purchase of the Property for One-Hundred Dollar (\$8,000.00) and other valuable consideration and is willing to purchase the property based upon the terms authorized by Council as set forth in an Agreement of Sale; and

WHEREAS, the Purchaser has demonstrated the financial ability to consummate the purchase of the property consistent with the terms in the Agreement of Sale; and

WHEREAS, the Purchaser agreed to the basic terms proposed by the City as set forth in the Agreement of Sale drafted, a copy of which is attached hereto; and

WHEREAS, the Common Council for the City of Burlington authorizes the appropriate City officials to execute such documents as are necessary and appropriate to consummate the Sale of the Property consistent with the terms of the Agreement of Sale.

NOW THEREFORE BE IT RESOLVED, that the Agreement of Sale for 210-212 Barclay Street to Sadler Investments, LLC, upon the terms and conditions as stated herein is hereby authorized and/or ratified and the Mayor and/or the City's administrative staff is authorized to execute any documents and to attend the closing on the property and perform such other acts as may be necessary to transfer the subject property, 210-212 Barclay Street to Sadler Investments, LLC, consistent with the intent of this Resolution and said execution of closing documents to consummate the transfer of ownership is ratified by the Common Council; and

George Chachis, President
Common Council

RESOLUTION NO. 193-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING A SERVICE AGREEMENT WITH STATE STREET EVENTS, LLC FOR “CITY BOARDWALK 2025”

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, on or about July 25, 2024, State Street Events, LLC presented a plan for “City Boardwalk 2025” wherein it would provide event services to the City at no cost, which events are currently scheduled for April 26, 2025, May 17, 2025, June 28, 2025, November 20, 2025, October 25, 2025 and December 6, 2025, subject to cancellations and/or rescheduling as agreed upon by both parties; and

WHEREAS, the City believes that the events as presented by State Street Events would provide a substantial benefit to the residents and businesses of the City of Burlington; and

WHEREAS, the Common Council of the City therefore wishes to approve a Service Agreement with State Street Events, LLC.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that a Service Agreement with State Street Events, LLC for event services related to the proposed “City Boardwalk 2025” is hereby authorized.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Service Agreement and any other documents as may be needed to effectuate the terms of this Resolution.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RESOLUTION 193-2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RJJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

RESOLUTION NO. 194-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AWARDING A NON-FAIR AND OPEN CONTRACT FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, the City of Burlington has a need to acquire information technology services as a Non-Fair and Open Contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500.00; and

WHEREAS, this contract is awarded without competitive bidding as a “Professional Services” in accordance with Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(1) because it is services performed by persons authorized by law to practice a recognized profession.

WHEREAS, the anticipated term of this contract is one (1) year; and

WHEREAS, AComp IT Services, LLC (“AComp”) has completed and submitted a Business Entity Disclosure Certification which certifies that AComp has not made any reportable contributions to a political or candidate committee in the City of Burlington in the previous one year, and that the contract will prohibit the AComp from making any reportable contributions through the term of the contract; and

WHEREAS, City Administration has recommended that the City award a contract for information technology services to AComp in an amount not to exceed \$44,000.00; and

WHEREAS, the Common Council wishes to award the aforementioned contract to AComp IT Services, LLC.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington as follows:

1. The contract for the information technology services is hereby awarded to AComp IT Services, LLC in the amount of \$44,000.00.
2. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
3. The City Clerk is hereby directed to publish notice of this award as required by law.
4. The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to facilitate this award of contract.

RESOLUTION 194-2024

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

RESOLUTION NO. 195-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AWARDING A CONTRACT TO PENNONI ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO COLUMBUS PARK PUMP STATION IMPROVEMENTS

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, the City of Burlington did appoint and award a contract to Pennoni Associates, Inc., Inc. (“Pennoni”) as the City Sewer Engineer for 2024 pursuant to Resolution 10-2024; and

WHEREAS, the City did also appoint Pennoni to the pool of engineers for special projects for 2024 pursuant to Resolution 30-2024; and

WHEREAS, Pennoni submitted a proposal for professional engineering services related to Columbus Park Pump Station Improvements in an amount not to exceed \$216,000.00; and

WHEREAS, the Common Council wishes to award said contract to Pennoni.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington as follows:

1. The contract for professional engineering services related to Columbus Park Pump Station Improvements is hereby awarded to Pennoni Associates, Inc. in an amount not to exceed \$216,000.00.
2. The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to facilitate this award of contract in a form to be approved by the City Solicitor.

Attest:

George Chachis, President
Common Council

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RESOLUTION 195-2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

8

CITY OF BURLINGTON
RESOLUTION REQUEST FORM

Council Meeting Date: ^{Sept}~~August~~ 6, 2024

DATE: July 18, 2024
TO: Johanna S. Conyer, Business Administrator
FROM: William Curry, Director of Public Works
DEPARTMENT REQUESTING RESOLUTION: Department of Public Works - Sewer Dept

TITLE OF RESOLUTION: Approval of Pennoni Engineering to perform engineering services for Columbus Park Pump Station Improvements

BRIEF DESCRIPTION OF ACTION:

Resolutuion to approve Pennoni Engineering for the and permitting to facillite the replacement of the Columbus Park Pump Station.

BIDDING PROCESS (*If applicable*): WWTP Engineer

APPROPRIATION ACCOUNT TO BE CHARGED (*If applicable*):

AMOUNT OF PROPOSED CONTRACT (*If applicable*): \$216,000.00

C-0855-579-005
Per Dean
8/6

Approved by Business Administrator:

8/21/24
Date


Signature

☒ Certification of Funds Needed

Please note that the Contact Person is the point person for providing pertinent information regarding request.

****Please attach all supporting documents****



February 26, 2024

BCSEX24011P

City of Burlington
Attn: William Curry, Public Works Director
525 High Street
Burlington City, NJ 08016

**RE: CITY OF BURLINGTON
PROPOSAL FOR PROFESSIONAL SERVICES
COLUMBUS PARK PUMP STATION REPLACEMENT DESIGN & PERMITTING**

Dear Bill:

In connection with the referenced project, we understand that the City is budgeting for the design and permitting to facilitate the replacement of the Columbus Park Pump Station. We appreciate the opportunity to serve the City and we have developed the following scope of services.

Project Understanding

The City wishes to replace a pump station that was constructed in the 1940's and had a levee built around it in the 50's after a hurricane flooded the neighborhood. The levee also sits on top of the pump station force main.

The proposed new pump station will be located near the existing Columbus Park Pump Station along Valentine Road and Assiscunk Creek. The pump station will be designed to convey sewage to an existing gravity manhole.

Based on a cursory review of the project requirements, our Scope of Services assumes the following:

- A duplex submersible pump station that matches the pumping capacity of the existing pump station and consists of:
 - one precast concrete wet well,
 - one precast concrete combined valve vault and meter chamber,
 - one back-up generator elevated above the 500-Year flood level,
 - control panels elevated above the 500-Year flood level,
 - A force main with discharge to an existing gravity system. We will investigate discharging to the gravity system in Columbus Road and the gravity system near Allison Road,
 - by-pass pump connections,
 - decommissioning the existing pump station within the levee.
- Construction will be coordinated to avoid bypass pumping. The existing pump station will remain in service until the new pump station is accepted by the City.

SCOPE OF SERVICES

Task 1– Survey

We will perform a topographic survey of the area around the existing pump station and to the residential fence lines between Valentine Road and the levee.

We will field survey the sanitary sewer manholes and inverts, existing water valve locations, and existing drainage system inlets, manholes, and inverts along the potential force main routes.

We will create an existing conditions plan that includes wetlands lines, floodplain lines, and other relevant data for NJDEP permitting.

Task 2 – Preliminary Design

We will develop a conceptual Design and review it with the City. The intent of this review is to establish the City's requirements for the pump station so that the City can take over the pump station and force main once completed and operating.

We will establish the basis of design for flows to the pump station and select appropriate pumps for the flows and service needed. It is anticipated that a duplex submersible pump station will be needed. Pennoni will review existing pump station operating data to confirm the normal base flow the peak flow.

We will establish the basis of design for mitigating the impact of solids and fibrous materials in the pump station. It is anticipated that an influent comminutor/grinder will be the preferred technology; however, grinder pumps will also be evaluated. The configuration of the preferred solids mitigating technology will be established in this task.

We will conduct a geotechnical investigation of the proposed pump station site to determine the presence and/or depth to bedrock and, if found, the competence of the bedrock, and groundwater depth.

We will select the pumps, grinders, and ancillary equipment needed for the pump station.

We will select a flow meter and its configuration for the force main.

We will develop the configuration for a by-pass connection that will permit pumping by portable pumps from the pump station wet well into the force main to be used in the event that the pump station has no power or operating pumps.

We will size the force main and develop a preliminary plan-profile drawings of the force main route. We will investigate discharging to the gravity system in Columbus Road and the gravity system near Allison Road.

We will select a back-up generator for the pump station. In the event of a power failure the generator will be able to provide electricity to maintain pump station operation.

We will prepare a Preliminary Design report for review by the City. A meeting with the City will be held to review the Preliminary Design and address comments and concerns with the pump station. Task 2 – Final Design will be based upon the decisions made during the review of the Preliminary Design report.

We will develop a construction sequence to ensure that the pump station remains in service at all times.

We will prepare a preliminary construction cost estimate based on the

Task 3 – Final Design

We will develop the Preliminary Design into a Final Design, incorporating appropriate revisions to the Preliminary Design as discussed with the City. The Final Design will include drawings and specifications sufficient for bidding and construction. These documents will address site layout and grading, mechanical equipment and piping, power distribution and control, as well as force main construction.

Task 4 – NJDEP TWA Permitting

We will prepare drawings and specifications with documentation in support of an application to NJDEP for a TWA permit for the pump station and force main construction.

Task 5 – NJDEP Watershed & Land Management Permitting

The existing and proposed pump stations are located within a FEMA Zone AE Flood Hazard Area with an elevation of 12.0. We anticipate that the following permits will be required:

- Waterfront Development Individual Permit
- Freshwater Wetlands Transition Area Waiver Individual Permit
- Green Acres Minor Diversion Pre-application
- Green Acres Minor Diversion Final Application

We will schedule and attend a pre-application with NJDEP to confirm permitting issues and required conditions for proposed activities. We will prepare presentation materials for the meeting.

We will perform a site investigation that will delineate wetlands and evaluate threatened and endangered species habitat (including coordination with NJDEP, Natural Heritage Program, and US Fish and Wildlife Service).

We will prepare permit plans and details necessary to support the application packages.

We will apply for a Waterfront Development/Flood Hazard Area Permit in accordance with NJDEP Coastal Permit Program Rules and Flood Hazard Area Control Act Rules requirements, including preparing the following:

- a. Public notices to all landowners within 200-feet of the site.
- b. LURP-2 application form.
- c. Compliance Statement to address Coastal Zone Management Rules.
- d. Compliance Statement to address Flood Hazard Control Act Rules.
- e. Permit applications.

We will apply for an Upland Waterfront Development permit in accordance with NJDEP Coastal Permit Program Rules and Flood Hazard Area Control Act Rules.

We will apply for a Special Activity Transition Area waiver and freshwater wetlands transition area authorization.

We note that Green Acres Mitigation will likely be required, however mitigation requirements will not be known until the Permit is issued. We are estimating an allowance for professional services based on previous experience with Green Acres Program.

We intend to address Riparian Zone Mitigation and Green Acres Mitigation by using the City's surplus compensation area that is located along the Assiscunk Creek on the Landfill site, which was created under NJDEP Permit No. 0305-13-0005.3 WFD TAW to allow for the Levee Improvements Phase 2 project to be completed. We anticipate creating legal instruments prepared by a licensed Land Surveyor to identify and track the compensation area.

Task 6 – Bidding and Construction Phase Services

To be determined for 2025 budgeting.

Will include application to Burlington County Soil Conservation District for certification and to Burlington County Engineer's Office for occupancy permitting (if the force main will discharge to Columbus Road).

SCHEDULE

We are prepared to begin work immediately upon your written authorization and anticipate submitting permit applications to NJDEP within 6 months.

FEE

Our estimated fee and project budget are as follows:

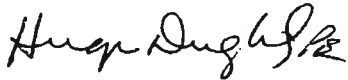
Task 1 – Survey:	\$22,000.00
Task 2 – Preliminary Design:	\$58,000.00
Task 3 – Final Design:	\$43,000.00
Task 4 – NJDEP TWA Permitting:	\$ 3,000.00
Task 5 – NJDEP Watershed & Land Management Permitting:	\$60,000.00
Permitting/Mitigation Contingency Allowance:	\$30,000.00
<u>Task 6 – Bidding and Construction Phase Services:</u>	<u>TBD</u>

Requested Purchase Order Amount: \$216,000.00

Please feel free to contact us with any questions.

Sincerely,

PENNONI ASSOCIATES INC.



Hugh J. Dougherty, PE, CME
Sewer Engineer



Kenneth J. Shine
Project Manager

cc: Johanna Conyer, Business Administrator
Dean Ciminera, CFO
Chuck Ercol, Sewer Superintendent



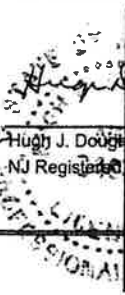
BCSEX24011P

February 2024

**CITY OF BURLINGTON
COLUMBUS PARK PUMP STATION REPLACEMENT
ENGINEERS ESTIMATE OF PROBABLE PROJECT COSTS**

Item	Description	Quantity	Unit	Unit Price	Estimated Cost
1	Site Clearing	1	LS	\$12,000.00	\$12,000.00
2	Excavation	1	LS	\$50,000.00	\$50,000.00
3	Dewatering	1	LS	\$75,000.00	\$75,000.00
4	Elevated Structural Platform	1	LS	\$150,000.00	\$150,000.00
5	Wetwell and Valve Vault	1	LS	\$80,000.00	\$80,000.00
6	Pumps and Accessories	1	LS	\$120,000.00	\$120,000.00
7	Grinder and Accessories	1	LS	\$55,000.00	\$55,000.00
8	Hatches and Hoist	1	LS	\$40,000.00	\$40,000.00
9	Wet Well Piping	1	LS	\$45,000.00	\$45,000.00
10	Valve Vault Piping & Valves	1	LS	\$80,000.00	\$80,000.00
11	Site Lighting	1	LS	\$10,000.00	\$10,000.00
12	Meter	1	EA	\$15,000.00	\$15,000.00
13	Generator & Transfer Switch	1	EA	\$75,000.00	\$75,000.00
14	Site Restorations	1	LS	\$75,000.00	\$75,000.00
15	Existing PS Decommissioning (Dry Well, Wet Well, equipment)	1	LS	\$25,000.00	\$25,000.00
16	Wet Well filling	50	CY	\$500.00	\$25,000.00
17	Dry Well filling	120	CY	\$500.00	\$60,000.00
18	Force Main Pipe	2,000	LF	\$85.00	\$170,000.00
19	Force Main Pipe Trench Restoration	1,200	SY	\$50.00	\$60,000.00
Estimated Construction Cost					\$1,222,000.00
Survey					\$22,000.00
Design					\$101,000.00
Permitting					\$63,000.00
Mitigation Allowance					\$30,000.00
Design/NJDEP Permitting					\$216,000.00

This cost estimate was prepared using current prevailing wage rates.


 1 Si
 2 E
 3 D
 4 E
 5 W
 6 D

RESOLUTION NO. 196-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AWARDING A CONTRACT TO PENNONI ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE REPLACEMENT OF ASSISICUNK CREEK LEVEE #5 PIPE

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, the City of Burlington did appoint and award a contract to Pennoni Associates, Inc., Inc. (“Pennoni”) as the City Sewer Engineer for 2024 pursuant to Resolution 10-2024; and

WHEREAS, the City did also appoint Pennoni to the pool of engineers for special projects for 2024 pursuant to Resolution 30-2024; and

WHEREAS, Pennoni submitted a proposal for professional engineering services related to the replacement of Assisicunk Creek Levee #5 Pipe in an amount not to exceed \$185,000.00; and

WHEREAS, the Common Council wishes to award said contract to Pennoni.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington as follows:

1. The contract for professional engineering services related to the replacement of Assisicunk Creek Levee #5 Pipe is hereby awarded to Pennoni Associates, Inc. in an amount not to exceed \$185,000.00.
2. The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to facilitate this award of contract in a form to be approved by the City Solicitor.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RESOLUTION 196-2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

9

CITY OF BURLINGTON
RESOLUTION REQUEST FORM

Council Meeting Date: ^{Sept} August 6, 2024

DATE: July 18, 2024
TO: Johanna S. Conyer, Business Administrator
FROM: William Curry, Director of Public Works
DEPARTMENT REQUESTING RESOLUTION: Department of Public Works - Sewer Dept

TITLE OF RESOLUTION: Approval of Pennoni Engineering to perform engineering services for the replacement of Assiscunk Creek levee #5 pipe

BRIEF DESCRIPTION OF ACTION:

Resoltuion to approve Pennoni Engineering to design, complete permitting, and construction to facilitate the replacement of the failing Assiscunk Creek levee section 3, pipe #5.

BIDDING PROCESS (If applicable): WWTP Engineer

APPROPRIATION ACCOUNT TO BE CHARGED (If applicable):

C-0855-579-004
Per Deane
8/6

AMOUNT OF PROPOSED CONTRACT (If applicable): \$185,000.00

Approved by Business Administrator:

8/21/24
Date


Signature

☒ Certification of Funds Needed

Please note that the Contact Person is the point person for providing pertinent information regarding request.

****Please attach all supporting documents****



April 16, 2024

BCSEX24012P

City of Burlington

Attn: William Curry, Public Works Director

525 High Street

Burlington City, NJ 08016

RE: CITY OF BURLINGTON

PROPOSAL FOR PROFESSIONAL SERVICES

ASSISCUNK CREEK LEVEE – SECTION 3 PIPE #5 REPLACEMENT

Dear Bill:

In connection with the referenced project and our annual levee report recommendations, we understand that the City is budgeting for the design, permitting, and construction to facilitate the replacement of the failing pipe.

We appreciate the opportunity to serve the City and we have developed the following scope of services.

Project Understanding

Assiscunk Creek Levee, Section 3, Pipe #5 is located approximately 250 feet east of Route 130 and it connects Assiscunk Creek with a wetland area on the land side. It is located on Block 222 Lot 2, which is not owned by the City.

The pipe is identified on the City Drainage and Grading Study map as 18" CMP and is identified on the City Outfall Map as Outfall No. bc049. A duckbill check valve is installed on the creek-side opening of the levee. The pipe is approximately 30-feet long. The condition of the entire pipe length is unobservable because access to levee is limited and the location and position of Pipe #5 make it difficult to fully inspect and video with a camera.

Riprap stone exists around the culvert pipe on the creek-side of the levee. Seepage around the culvert through the riprap was observed in two separate areas, flowing consistently at low tide. The flow did not appear to carry any visible sedimentation. The land-side of the pipe appeared to be partially blocked by mud, and water from the adjacent wetlands appeared to contribute to erosion at the toe of the levee. It appears that the flow only goes through the rip rap surrounding the pipe. Pipe failure and/or piping through the earthen levee material is the likely cause of seepage, but cannot be verified.

DPW attempts to inspect the pipe have been unsuccessful because the pipe is not accessible for video inspection. DPW has repaired embankment erosion with stone on multiple occasions.

Our December 2023 inspection noted that erosion has continued to impact the levee at Pipe #5 and we recommend the following permanent mitigation actions:

- Replacement of Pipe #5, which could be combined with additional embankment clearing.
- Acquire necessary NJDEP and USACE permitting.
- Acquire Consent to Enter agreements from private property owners to allow construction and access,
- Temporary damming/isolation on the creek side and sand bagging on the landside,
- Open cutting the levee to replace the pipe in-kind,
- Installing new pipe with anti-seep cutoff walls,
- Restoring the levee crest and slopes,
- Coordinating with NJDOT for permanent access to the levee from Rt 130.

SCOPE OF SERVICES

Task 1 – Survey

We will perform a topographic survey of the levee and adjacent land from Route 130 to point approximately 100-feet past Pipe #5.

We will create an existing conditions plan that includes wetlands lines, floodplain lines, and other relevant data for NJDEP permitting.

We will prepare a legal description and plan as may be needed for an access easement on Block 222 Lot 2.

Task 2 – Permit Design

We will design the pipe replacement to conform with US Army Corps of Engineers publication number EM 1110-2-2902 dated December 21, 2020, which is the Engineer Manual for Conduits, Pipes, and Culverts Associated with Dams and Levee Systems.

We will develop a methodology to ensure that the levee function is not compromised during construction.

We will design for clearing approximately 350 linear feet of the levee on the creek and land sides from Route 130 northbound to a point approximately 100-feet past Pipe #5.

We will prepare plans that show and quantify permanent and temporary disturbances to regulated wetlands, riparian zones, and other areas deemed sensitive by NJDEP.

We will prepare a preliminary construction cost estimate.

Task 3 – NJDEP Watershed & Land Management and Green Acres Permitting

The project site is located within a FEMA Zone AE tidal Flood Hazard Area with an elevation of 12.0 and within an upland waterfront development zone with mapped coastal wetlands, freshwater wetlands, and wetland transition area. One site parcel is contained on the Recreation and Open Space Inventory (ROSI) maintained by NJDEP while another parcel is privately owned. The existing culvert is located on the private lot. Since there is no existing easement for the levee and the levee is understood to predate Green Acres regulations, we anticipate NJDEP Green Acres will require a Change in Use approval and not require a Minor Diversion. Therefore, we anticipate that the following will be required:

- Wetland Delineation and Documentation of maximum of three (3) parcels totaling approximately 3.5 acres
- NJDEP Preapplication Meeting
- NJDEP Freshwater Wetlands Letter of Interpretation and Transition Area Waiver Individual Permit Application
- NJDEP Waterfront Development Individual Permit and Coastal Wetlands Permit Application
- NJDEP Bureau of Tidelands Interim License and Grant Application
- Green Acres Change in Use Submission
- Green Acres Mitigation (mitigation requirements will not be known until the Permit is issued. We are estimating an allowance for professional services based on previous experience with Green Acres Program).
- US Army Corps of Engineers Preconstruction Notification for Nationwide Permit #3 (maintenance)

We will schedule and attend a pre-application with NJDEP Office of Permitting and Project Navigation to confirm permitting issues and required conditions for proposed activities across multiple divisions of NJDEP. We will prepare presentation materials for the meeting.

We will perform a wetland delineation and documentation of the project parcels up to a maximum of 3.5 acres to support the application for Letter of Interpretation (LOI) and evaluate threatened and endangered species habitat (including coordination with NJDEP, Natural Heritage Program, and US Fish and Wildlife Service). Target species surveys are excluded. Cultural resource surveys are excluded.

We will prepare permit plans and details necessary to support the application packages.

We will apply for a Waterfront Development Individual Permit (upland activities) in accordance with NJDEP Coastal Permit Program Rules. Compliance with the Flood Hazard Area Control Act Rules will be addressed and approved by NJDEP in the Waterfront Development Permit and a separate application is not required.

We will apply for a Letter of Interpretation and Transition Area Waiver Individual Permit in accordance with the Freshwater Wetlands Protection Act Rules.

We will prepare and submit a Preconstruction Notification (PCN) to the US Army Corps of Engineers for a Nationwide Permit #3. The application preparing the following:

- a. Public notices to all landowners within 200-feet of the site.
- b. Required application forms.
- c. Compliance Statement to address Coastal Zone Management Rules and Flood Hazard Control Act Rules including all required attachments. Flood hazard area Verification is excluded.
- d. Compliance Statement to address Freshwater Wetlands Protection Act Rules including all required attachments.
- e. Permit plan drawings.

We note that Green Acres Mitigation will likely be required, however mitigation requirements will not be known until the Permit is issued. We are estimating an allowance for professional services based on previous experience with Green Acres Program.

We intend to address Riparian Zone Mitigation and Green Acres Mitigation by using the City's surplus compensation area that is located along the Assiscunk Creek on the Landfill site, which was created under NJDEP Permit No. 0305-13-0005.3 WFD TAW to allow for the Levee Improvements Phase 2 project to be completed. We anticipate creating legal instruments prepared by a licensed Land Surveyor to identify and track the compensation area.

Task 4 – NJDOT Access Permitting

We will complete the application to apply to NJDOT Driveway Access Application for permanent access to the levee from the Route 130 northbound lane.

We will perform a topographic and partial utility survey along Route 130 as required by the application.

We anticipate making one (1) round of revisions to satisfy NJDOT. Legal descriptions and professional surveyor services are not anticipated and are excluded.

Task 5 – Final Design and Bidding

We will finalize plans and develop specifications sufficient for bidding and construction.

We will advertise the project for bidding, assist the City with receiving bids, review the bids, and make recommendation for City Council action.

Task 6 – Construction Phase Services

We will prepare and administer the Contracts for execution.

We will apply to Burlington County Soil Conservation District for certification.

We will coordinate and conduct the contractor pre-construction meeting.

We will assist in coordinating and conducting the resident pre-construction meeting.

We will conduct inspections and site visits as needed to ensure that construction is proceeding as specified in the Contract Documents and as shown on the Contract Plans.

We will conduct site meetings with the contractor as necessary.

We will coordinate the construction with the residents.

We will review contractor requests for payment and issue payment recommendations to the City.

SCHEDULE

We are prepared to begin work immediately upon your written authorization and anticipate submitting permit applications to NJDEP within 6 months.

FEE

Our estimated fee and project budget are as follows:

Task 1 – Survey:	\$15,000.00
Task 2 – Permit Design:	\$15,000.00
Task 3 – NJDEP Watershed & Land Management Permitting:	\$60,000.00
Permitting/Mitigation Contingency Allowance:	\$30,000.00
Task 4 – NJDOT Access Permitting	\$10,000.00
Task 5 – Final Design and Bidding:	\$10,000.00
<u>Task 6 – Construction Phase Services:</u>	<u>\$45,000.00</u>

Requested Purchase Order Amount: \$185,000.00

Estimated Construction Cost: \$301,000.00

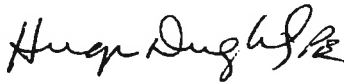
Contingency: \$ 14,000.00

Estimated Total Project Cost: \$500,000.00

Please feel free to contact us with any questions.

Sincerely,

PENNONI ASSOCIATES INC.



Hugh J. Dougherty, PE, CME
Sewer & Drainage Engineer



Kenneth J. Shine
Project Manager

cc: Johanna Conyer, Business Administrator
Dean Ciminera, CFO
Chuck Ercol, Sewer Superintendent



BCSEX24012		CITY OF BURLINGTON			March 2024
ASSISCUNK CREEK LEVEE, SECTION 3, PIPE #5 REPLACEMENT					
ENGINEER'S ESTIMATE OF PROBABLE PROJECT COSTS					
Item #	Description	Quantity	Unit Price	Total	
Levee Clearing					
1	Clearing and Grubbing, Including Tree Removal	0.50 AC	\$80,000.00	\$40,000.00	
2	Topsoiling	3,000 SY	\$6.00	\$18,000.00	
3	Seed and Fertilizer	3,000 SY	\$4.00	\$12,000.00	
4	Biodegradable Stabilization Matting or Hydroseeding	3,000 SY	\$7.00	\$21,000.00	
5	Dewatering/Bypass System	1 LS	\$20,000.00	\$20,000.00	
				Subtotal	\$111,000.00
Pipe #5 Replacement					
6	Install 24" Check Valve	1 UN	\$24,000.00	\$24,000.00	
7	Install Cutoff Wall	2 UN	\$15,000.00	\$30,000.00	
8	Install 24" Smooth HDPE Culvert Pipe	40 LF	\$150.00	\$6,000.00	
9	Install Headwall for 24" Pipe	2 UN	\$30,000.00	\$60,000.00	
10	Rodent Control	1 LS	\$5,000.00	\$5,000.00	
11	Borrow Embankment Material for Animal Burrow Restorations	100 CY	\$20.00	\$2,000.00	
12	Soil Erosion and Sediment Control	1 LS	\$20,000.00	\$20,000.00	
				Subtotal	\$147,000.00
NJDOT Access					
13	Pavement Restorations	100 SY	\$50.00	\$5,000.00	
14	Vertical Concrete Curb	50 LF	\$40.00	\$2,000.00	
15	Concrete Driveway Apron, 6" Thick	200 SF	\$20.00	\$4,000.00	
16	Guide Rail Restorations/Tangent Ends	1 LS	\$20,000.00	\$20,000.00	
17	Fence Restorations with Gate	50 LF	\$200.00	\$10,000.00	
18	Thermoplastic Striping Restoration	1 LS	\$2,000.00	\$2,000.00	
				Subtotal	\$43,000.00
				Estimated Construction Cost	\$301,000.00
				Survey	\$15,000.00
				Design & Bidding	\$25,000.00
				Permitting	\$70,000.00
				Mitigation Allowance	\$30,000.00
				Construction Phase Services	\$45,000.00
				Design/Permitting/Construction Phase Services	\$185,000.00
				Contingency	\$14,000.00
				Estimated Construction Cost	\$500,000.00
This estimate was prepared based on current prevailing wage rates. <i>Hugh Dougherty</i> Hugh Dougherty, P.E. Sewer and Drainage Engineer N.J. Registered Professional Engineer No. 34634					

RESOLUTION NO 197-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON HEREBY APPROVES THE MAYOR'S APPOINTMENT OF DANIELLE LIPPINCOTT TO SERVE AS THE MUNICIPAL TAX COLLECTOR FOR THE CITY OF BURLINGTON FOR THE UNEXPIRED TERM ENDING ON DECEMBER 31, 2024, RETROACTIVE TO AUGUST 1, 2024; AND SHALL HOLD OFFICE FOR A TERM OF FOUR (4) YEARS FROM THE FIRST DAY OF JANUARY 2025

WHEREAS, the City of Burlington Municipal Tax Collector is appointed pursuant to N.J.S.A. 40A:9-14 l, which permits a municipality, by ordinance, to provide for the appointment of a municipal tax collector; and

WHEREAS, N.J.S.A. 40A:9-145.7 requires that any person appointed or reappoint as a municipal tax collector must hold a tax collector certificate issued pursuant to N.J.S.A. 40A:4- 14 l, section 2 of P.L. 1979, e. 384 (C.40A:9-455.2), and section 6 of P.L. 2 1993. C.25 (C.40A:9-145.3a); and

WHEREAS, the City of Burlington Tax Collector's term of office is designated pursuant to N.J.S.A. 40A:9-1 42, which states: "Every municipal tax collector shall hold his office for a term of four (4) years from the first day of January next following his appointment. Vacancies other than due to expiration of term shall be filled by appointment for the unexpired term."; and

WHEREAS, said appointment is for the unexpired term ending on December 31, 2024, retroactive to August 1, 2024; and shall hold office for a term of four (4) years from the first day of January 2025, and

WHEREAS, pursuant to N.J.S.A. 40A:69A-43(b) Mayor Barry Conaway has recommended the appointment of Danielle Lippincott as the Municipal Tax Collector.

NOW THEREFORE, BE IT RESOLVED the Common Council of the City of Burlington, County of Burlington and State of New Jersey hereby consents to Mayor Barry W. Conaway's appointment of Danielle Lippincott, retroactive to August 1, 2024, as the Municipal Tax Collector for the unexpired term ending December 31, 2024; and shall hold office for a term of four (4) years from the first day of January 2025.

BE IT FURTHER RESOLVED that the compensation, terms and conditions of employment for the Municipal Tax Collector of the City of Burlington shall be in accordance with the City Salary and Wage Ordinance and the City Employment Policies and Practices.

RESOLUTION 197-2024

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

RESOLUTION NO 198-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON HEREBY APPROVES THE MAYOR'S APPOINTMENT OF DANIELLE LIPPINCOTT TO SERVE AS THE MUNICIPAL TAX SEARCH OFFICER FOR THE CITY OF BURLINGTON FOR THE TERM OF THE MAYOR AND UNTIL THE APPOINTMENT OF A SUCCESSOR

WHEREAS, there is a need to fill the position of the Municipal Tax Search Officer for the City of Burlington; and

WHEREAS, pursuant to N.J.S.A. 40A:69A-43(b) Mayor Conaway has recommended the appointment of Danielle Lippincott as the Municipal Tax Search Officer.

NOW THEREFORE, BE IT RESOLVED the Common Council of the City of Burlington, County of Burlington and State of New Jersey hereby consents to the appointment by Mayor Conaway of Danielle Lippincott as the Municipal Tax Search Officer for the term of the Mayor and will run to December 31, 2027 and until the appointment of a successor.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						

RESOLUTION NO 199-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK"; TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$1,970,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY OF BURLINGTON IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM

WHEREAS, the City of Burlington ("City"), County of Burlington, New Jersey, has determined that there exists a need for various improvements to the City's Water Tank, including, but not limited to, painting of the interior, installation of a mixing system, safety upgrades, replacement of the cathodic protection system and other miscellaneous repairs (collectively, the "Project"); and

WHEREAS, it is the desire of the City to obtain financing for such Project through participation in the environmental infrastructure financing program ("Financing Program") of the New Jersey Infrastructure Bank ("I-Bank"); and

WHEREAS, the City has determined to temporarily finance the costs of the Project (Project No. 0305001-003) prior to the closing with respect to the Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank ("Construction Loan") to the City, pursuant to the Construction Financing Program of the I-Bank ("Construction Financing Program"); and

WHEREAS, in order to: (i) evidence and secure the repayment obligation of the City to the I-Bank with respect to the Construction Loan; and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of City to issue and sell to the I-Bank the "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$1,970,000 ("Note"); and

WHEREAS, it is the desire of the City to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey ("Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and *N.J.S.A. 58:11B-9* allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY the Common Council of the City of Burlington, County of Burlington, New Jersey (not less than two-thirds of the members thereof affirmatively concurring), pursuant to local budget law, as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and *N.J.S.A. 58:11B-*

9, the City hereby authorizes the issuance, sale and award the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinance 04-2022 of the City, which bond ordinance is entitled, "BOND ORDINANCE AUTHORIZING IMPROVEMENTS AND RENOVATIONS TO A WATER TOWER FOR THE WATER UTILITY SYSTEM IN THE CITY OF BURLINGTON, COUNTY OF BURLINGTON, NEW JERSEY, APPROPRIATING THE SUM OF \$2,030,000; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF BURLINGTON, COUNTY OF BURLINGTON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$2,030,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and was finally adopted by the City at a meeting duly called and held on May 17, 2022, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the City ("Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof: (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof); and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The City hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$1,970,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "CFP-24-___";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of Parker McCay P.A., Mount Laurel, New Jersey, is hereby authorized to arrange for the printing of the Note.

Section 7. The Mayor, Administrator and Chief Financial Officer (collectively, the "Authorized Officers") of the City are hereby further severally authorized to: (i) execute and deliver, and the City Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the City to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the City and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the City in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document; and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the City in the Construction Financing Program.

Section 8. All actions heretofore taken and documents prepared or executed by or on behalf of the City by the Mayor, Administrator, Chief Financial Officer, City Clerk, other City officials or by the City's professional advisors, in connection with the issuance and sale of the Note are hereby ratified, confirmed, approved and adopted.

Section 9. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 10. Upon the adoption hereof, the City Clerk shall forward certified copies of this resolution to Parker McCay P.A., bond counsel to the City, and McCarter & English, LLP, bond counsel to the I-Bank.

Section 11. This resolution shall take effect immediately, this 3rd day of September, 2024.

Exhibit A

Form of Note

**CITY OF BURLINGTON
NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$[1,970,000]

_____, 2024

NJWB - CFP – 24 - ____

FOR VALUE RECEIVED, the City of Burlington, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

"Administrative Fee" means the "NJDEP Fee" as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Anticipated Financing Program" means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

"Anticipated Long-Term Loan" means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" or "Costs" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Credit Policy" means the "New Jersey Infrastructure Bank Credit Policy," as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Financial Plan" means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

"Interest" means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

"Interest Rate" means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

"Issue Date" means the date of issuance of this Note.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

"Loan Disbursement Requisition" means the requisition (in a form to be determined by the I-Bank and the NJDEP) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

"Maturity Date" means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be _____, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 2028. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

(A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 2028, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.

(B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 2029, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(C) If this clause (iii) is applicable, and if the first construction contract relating to the

Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 2030, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

"New Jersey Water Bank" means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

"NJDEP" means the New Jersey Department of Environmental Protection.

"Payment Date" means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) [One Million Nine Hundred Seventy Thousand Dollars (\$1,970,000)], or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms,

conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with (i) prudent environmental infrastructure utility practice, (ii) all applicable statutory and regulatory requirements now or hereafter enacted, and (iii) prudent planning:

- (A) at all times, operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner;
- (B) maintain its Environmental Infrastructure System in good repair, working order and operating condition; and
- (C) timely make all necessary and proper repairs, renewals, replacements, additions, adaptations, betterments, and improvements with respect to its Environmental Infrastructure System, including, without limitation, those that are necessary or appropriate to ensure the resiliency of its Environmental Infrastructure System (including, without limitation, those necessary or appropriate to ensure unimpeded physical access to, or operation of, the sites and infrastructure of its Environmental Infrastructure System) in order to address anticipated climate change impacts as set forth in the NJDEP's "Building Resilience Water Infrastructure Climate Change Resilience Guidance," dated April 2023, as amended, supplemented or updated, and which is incorporated herein by reference, and/or actual impacts from flooding, sea level rise, hurricanes, extreme rainfall, and storm surge, so that at all times the business carried on in connection therewith and the provision of essential services thereby shall be efficiently and properly conducted.

The NJDEP, in its sole discretion, may expressly authorize, in writing, a waiver of any or all of the requirements of this provision based upon its determination that long term operability of the Environmental Infrastructure System is no longer viable. Any such waiver, however, does not relieve Borrower of the obligation to provide the essential services through an alternative

approach.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by

means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-

Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an "Event of Default" pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days, or the Borrower shall generally fail to pay its debts as such debts

become due.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Burlington, 525 High Street, Burlington, New Jersey 08016, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required

to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

George Chachis, President
Common Council

Attest:

Cindy A. Crivaro, RMC
City Clerk

September 3, 2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
BERGNER-THOMPSON						
RIJS						
ROQUE						
SPAULDING						
WOODARD						
CHACHIS						