

## ORDINANCE 3-2016

### AN ORDINANCE REPEALING AND AMENDING SECTION 55 OF WOODBURY HEIGHTS CODE ENTITLED FIRE PREVENTION AND TO FORMALLY DESIGNATE THE CITY OF WOODBURY AS THE LOCAL ENFORCING AGENCY UNDER THE PROVISIONS OF THE UNIFORM FIRE SAFETY ACT

**BE IT ORDAINED** by the Borough Council of the Borough of Woodbury Heights, that Section 55 of the Woodbury Heights Code entitled "Fire Prevention" is hereby repealed and amended, in its entirety, to read as follows:

#### **§ 55-1 Local Enforcement of Uniform Fire Safety Act.**

Pursuant to Section 11 of the Uniform Fire Safety Act (P.L. 1983, c. 333), the New Jersey Uniform Fire Code shall be locally enforced within the Borough of Woodbury Heights by the City of Woodbury, Bureau of Fire Prevention effective April 1, 2016.

#### **§ 55-2 Enforcing Agency Designated.**

The office of the City of Woodbury, Bureau of Fire Prevention, is hereby designated as the local enforcement agency for the Borough of Woodbury Heights, which designation shall be effective to commence April 1, 2016.

#### **§ 55-3 Powers and Duties of Enforcing Agency.**

The local enforcement agency shall enforce the Uniform Fire Safety Act and the codes and regulations adopted under it in all buildings, structures and premises within the established boundaries of the Borough of Woodbury Heights, other than owner-occupied one- and two-family dwellings used exclusively for dwelling purposes, and shall faithfully comply with the requirements of the Uniform Fire Safety Act and the Uniform Fire Code.

#### **§ 55-4 Life Hazard Uses.**

The local enforcing agency established pursuant to Section 55-2 of this chapter, shall carry out, as the local enforcing agency, periodic inspections of life hazard uses required by the Uniform Fire Code. These inspections shall be made in accordance with the schedule contained in the Code, when required under any cyclical inspection program and as often as may be necessary for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, contribute to spread of fire, interfere with fire operations, endanger life or any condition constituting violations of the provisions or intent of the Code or a locally adopted amendment. Except in the case of cyclical inspection programs or other good cause, inspection shall not include occupied dwelling units.

#### **§ 55-5 Supervision by Fire Marshall**

The Bureau of Fire Prevention, as the local enforcing agency, shall be under the direct supervision and control of the City of Woodbury Fire Official who shall report to the Fire Administrator or, in the absence of the Fire Administrator, the City Administrator or his/her designee.

**§ 55-6 Fire Official.**

The Bureau of Fire Prevention, as the local enforcing agency, shall be under the direct supervision and control of the City of Woodbury Fire Official who shall be the Fire Marshal in charge of fire prevention in the Fire Department who shall report to the Fire Administrator or, in the absence of the Fire Administrator, the City Administrator or his/her designee.

**§ 55-7 Personnel Policies.**

The fire official, inspectors and other employees of the enforcing agency shall be subject to the personnel policies and ordinances as established by the City of Woodbury.

**§ 55-8 Appeals.**

A person aggrieved by any ruling, action, order or notice of the local enforcing agency pursuant to the Code shall be entitled to an administrative hearing before the Construction Board of Appeals of Gloucester County created pursuant to Section 9 of P.L. 1975, c. 215 (N.J.S.A. 52:27D-127).

**§ 55-9 Additional Inspections and Fees.**

In addition to the inspection and fees required by the Act and the regulations of the New Jersey Uniform Fire Code, Division of Fire Safety, the following inspections and fees shall be required.

- A. Inspection and Fee Schedule for all business and buildings as defined in the Uniform Fire Code of New Jersey, N.J.S.A. 52:27D-119 et seq., as amended, and not classified as life-hazard building in accordance with N.J.A.C. 5:70

(1) Business.

<b>Building Type</b>	<b>Inspection Frequency</b>	<b>Registration Fee</b>
1 and 2 stories, with less than 5,000 square feet per floor	Once every 12 months	\$50
1 and 2 stories, with 5,000 square feet or more per floor	Once every 12 months	\$95
3 to 5 stories, with less than 5,000 square feet per floor	Once every 12 months	\$90
3 to 5 stories, with more than 5,000 square feet per floor	Once every 12 months	\$125

(2) Factory.

<b>Building Type</b>	<b>Inspection Frequency</b>	<b>Registration Fee</b>
Factory, high hazard	Once every 6 months	\$170
Factory, low hazard	Once every 12 months	\$95

(3) Mercantile.

<b>Building Type</b>	<b>Inspection Frequency</b>	<b>Registration Fee</b>
1 and 2 stories, with less than 5,000 square feet per floor	Once every 12 months	\$80
1 and 2 stories, with 5,000 square feet or more per floor	Once every 12 months	\$90
3 to s stories, with less than 5,000 square feet per floor	Once every 12 months	\$120
3 to s stories, with 5,000 square feet or more per floor	Once every 12 months	\$140

(4) Residential. Includes buildings with dwelling units not listed as life-hazard uses with the New Jersey Division of Fire Safety, except owner-occupied one- and two-family dwellings.

<b>Building Type</b>	<b>Inspection Frequency</b>	<b>Registration Fee (per building)</b>
R-2, 3 to 4 units	Once every 12 months	\$50
R-2, s to 8 units	Once every 12 months	\$80
R-2, 9 to 12 units	Once every 12 months	\$120
R-2, 13 to 20 units	Once every 12 months	\$200
R-2, over 20 units	Once every 12 months	\$20 per unit

(5) Storage.

<b>Building Type</b>	<b>Inspection Frequency</b>	<b>Registration Fee (per building)</b>
Storage, moderate hazard	Once every 12 months	\$170
Storage, low hazard	Once every 12 months	\$90

(6) Place of Assembly.

<b>Building Type</b>	<b>Inspection Frequency</b>	<b>Registration Fee (per building)</b>
Restaurants, meeting/lecturer halls, less than 50 persons	Once every 12 months	\$95

(7) Educational.

<b>Building Type</b>	<b>Inspection Frequency</b>	<b>Registration Fee (per building)</b>
Educational, less than 50 persons	Once every 12 months	\$70

- (8) Vacant buildings. Buildings that are vacant shall maintain all required fire alarms, sprinklers and standpipe systems in service.

<b>Building Type</b>	<b>Inspection Frequency</b>	<b>Registration Fee (per building)</b>
Vacant buildings	Once every 12 months	\$50

- B. Any owner, agent or lessee who fails to pay the prescribed registration fee within 30 days of written notification shall be in violation of this chapter and shall be subject to a fine not exceeding \$5,000.

**§ 55-10 Permit Fees.**

The application fee for permit shall be as established by New Jersey State Uniform Fire Code N.J.A.C. 5:70-2.9 (c).

- A. Type 1: \$42
- B. Type 2: \$166
- C. Type 3: \$331
- D. Type 4: 497

**§ 55-11 Certificate of Fire Code Status**

The application fee for a certificate of fire code status and/or inspection for any building and/or premises for the purpose of obtaining a certificate of occupancy shall be \$50.

**§ 55-12 Certificate of Smoke Detector and Carbon Monoxide Alarm.**

The application fee for a certificate of smoke detector and carbon monoxide alarm compliance (CSDCMAC), as required by N.J.A.C. 5:70-2.3, shall be as established by New Jersey State Uniform Fire Code, N.J.A.C. 5:70-2.9(d).

**§ 55-13 Fire Reports.**

The fee established for copies of fire reports and fire investigations for insurance companies, owners and/or occupants shall be \$40.

**§ 55-14 Fire Department Costs.**

- A. As per N.J.A.C. 5:70-2.13(a), (b), and (c), the fee established for Fire Department apparatus, labor, and material incurred by suppressing a fire, as well as any other actual expenses, are as follows:

<b>Service</b>	<b>Fee</b>
Apparatus	\$150 per hour
Fire Fighter	\$50 per hour
Material and equipment	Replacement cost

- B. Hazardous Substances- the fee established for Fire Department apparatus, labor, and material incurred during cleanup and removal associated with a hazardous substances discharge shall be as follows:

<b>Service</b>	<b>Fee</b>
Apparatus	\$150 per hour
Fire Fighter	\$50 per hour
Material and equipment	Replacement cost

**§ 55-15 Reimbursement of Costs and Expenses for Helicopter Standbys.**

- A. The Fire Department shall bill and recover the cost of fire-fighting materials used and expended; the cost of the use of the fire trucks, fire engines, rescue equipment and/or any other fire equipment; the cost of personnel hours; the cost of hazardous situations abatement materials; and any other reasonable costs incurred, with respect to any helicopter landing to which the Fire Department responds, specifically including but not limited to any helicopter landing at a designated helispot for Inspira Hospital or any other health facility, that occurs in the Borough of Woodbury Heights.
- B. The Fire Department shall bill in accordance with the schedule set forth in § 55-14.

**§ 55-16 Rapid Key Entry Boxes.**

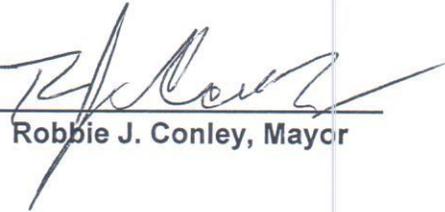
- A. All properties within the Borough of Woodbury Heights having an automatic fire alarm or a fire sprinkler suppression system shall be equipped with a rapid entry key box. Nothing herein contained shall be construed to required such installations within residential one or two family dwellings.
- B. The aforesaid key box shall be of a UL type and approved by the Local Enforcement Agency. Such key box shall be installed in a location and manner approved by the Local Enforcement Agency.
- C. Key box contents. The rapid key entry boxes shall contain the following:
- (1) Keys to locked points of egress, whether on interior or exterior of such buildings;
  - (2) Keys to all locked mechanical rooms;
  - (3) Keys to locked elevator rooms;
  - (4) Keys to elevator controls;
  - (5) Keys to any other areas directed by the Local Enforcement Agency in order to serve the purposes of this section.
  - (6) A floor plan sketch of the premises identifying all rooms labeled with the use of such rooms. The sketch needs not be to scale but shall be prepared to reasonably provide rapid identification of the use and accesses to all rooms.
- D. Time for compliance. All existing buildings shall comply with this section within twelve (12) months of the effective date hereof. All newly constructed buildings, not yet occupied or buildings currently under construction, shall comply immediately upon occupancy.
- E. Penalties. Any building owner violating this section shall be subject to penalties as set forth in the Uniform Fire Code.

**BE IT FURTHER ORDAINED** as follows:

1. **Effective Date:** This Ordinance shall take effect March 16, 2016 and upon final adoption, publication and as otherwise provided by law.
2. **Repealer:** All Ordinances or parts of Ordinances inconsistent with the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
3. **Saved from Repeal:** All Ordinances or parts of Ordinances not inconsistent with the terms and provisions of this Ordinance are hereby saved from repeal.

**BOROUGH OF WOODBURY HEIGHTS**

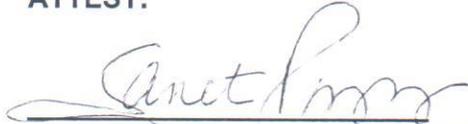
By: \_\_\_\_\_



**Robbie J. Conley, Mayor**

**Dated: March 16, 2016**

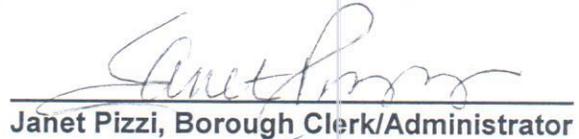
**ATTEST:**



**Janet Pizzi, Borough Clerk/Administrator**

**NOTICE**

The foregoing Ordinance was introduced at the regular meeting of the Mayor and Borough Council of the Borough of Woodbury Heights conducted on the 17th day of February, 2016, and will be considered for final hearing and adoption at a meeting to be held on the 16 day of March, 2016 at 7:30 p.m. at which time any objections hereto may be heard.



**Janet Pizzi, Borough Clerk/Administrator**

**Public Notice**  
**Borough of Woodbury Heights**

**Notice is hereby given that the Ordinance entitled:**

**ORDINANCE 3-2016 AN ORDINANCE REPEALING AND AMENDING SECTION 55 OF WOODBURY HEIGHTS CODE ENTITLED FIRE PREVENTION AND TO DESIGNATE THE CITY OF WOODBURY AS THE LOCAL ENFORCING AGENCY UNDER THE PROVISIONS OF THE UNIFORM FIRE SAFETY ACT** was duly introduced and passed upon first reading/introduction at a meeting of the Mayor and Council of the Borough of Woodbury Heights, in the County of Gloucester and State of New Jersey, held on the 17<sup>th</sup> day of February, 2016. It will be further considered for final passage, after public hearing, hereon, at a meeting of said Mayor and Council to be held in the Borough Hall, 500 Elm Avenue, Woodbury Heights, NJ 08097, on March 16, 2016 at 7:30 p.m. During the week prior, and up to, and including the date of such meeting, copies of said Ordinance will be made available at the office of the Municipal Clerk at Borough Hall to members of the general public who shall request same.

Janet Pizzi, Clerk/Administrator

**PUBLIC NOTICE**

**ORDINANCE 3-2016**

**AN ORDINANCE REPEALING AND AMENDING SECTION 55 OF WOODBURY HEIGHTS CODE ENTITLED FIRE PREVENTION AND TO FORMALLY DESIGNATE THE CITY OF WOODBURY AS THE LOCAL ENFORCING AGENCY UNDER THE PROVISIONS OF THE UNIFORM FIRE SAFETY ACT**

Notice is hereby given that the foregoing Ordinance 3-2016 was finally adopted at the Meeting of the Borough of Woodbury Heights Council held on the 16<sup>TH</sup> day of March 2016, at 7:30 p.m. in the Municipal Building, 500 Elm Ave., Woodbury Heights, NJ 08097.



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**JANET PIZZI, CLERK/ADMINISTRATOR**

RESOLUTION 38- 2016

RESOLUTION OF THE BOROUGH OF WOODBURY HEIGHTS AUTHORIZING SHARED SERVICE AGREEMENT WITH THE CITY OF WOODBURY FOR FIRE INSPECTION SERVICES

**WHEREAS**, the Borough of Woodbury Heights has always looked for ways to share certain services wherever possible in order to provide first rate service and ease financial constraints experienced with the local budget; and

**WHEREAS**, New Jersey State Law requires each municipality to hire a fire official, subcontract for such service or run the risk of the State of New Jersey coming into their jurisdiction and assuming such responsibilities; and

**WHEREAS**, the City of Woodbury has offered the Borough of Woodbury Heights the opportunity to join in the City's Fire Inspection Services Program; and

**WHEREAS**, the Borough of Woodbury Heights recognized that sharing the fire inspection services provided through the City of Woodbury would provide savings to the Borough for costs associated with administering its own fire inspection program, savings for administrative costs associated with the fire inspection program and the creation of uniform and consistent methods of fire inspections and reporting; and

**WHEREAS**, the City of Woodbury Fire Prevention Bureau is named as the enforcing agency for the New Jersey Fire Code, which enables this bureau to act on behalf of any municipality participating with the City of Woodbury in the shared services agreement; and

**WHEREAS**, for those participating municipalities, the City of Woodbury will bill non-life hazard uses, multiple family and commercial properties in accordance with the municipality's fee schedule, which fees are then used to recover some of the operational costs with a portion of the funding to be used for fire prevention initiatives within the municipalities, and

**WHEREAS**, by these determinations, the Borough Council of the Borough of Woodbury Heights agrees that it is in the best interests of the Borough to join in the shared services with the City of Woodbury for fire inspection services effective April 1, 2016.

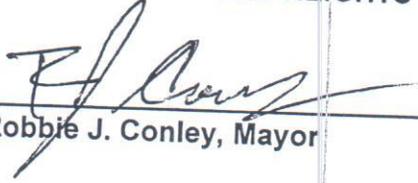
**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, as follows:

1. That the Borough of Woodbury Heights does hereby authorize and approve the execution of a shared services agreement with the City of Woodbury for fire inspection services effective April 1, 2016, which service shall be finalized through the adoption of an Ordinance.

2. That the Mayor and Borough Clerk/Administrator be and are hereby authorized and directed to execute any and all documents and agreements necessary in order to effectuate such participation with the City of Woodbury.

**BOROUGH OF WOODBURY HEIGHTS**

By: \_\_\_\_\_

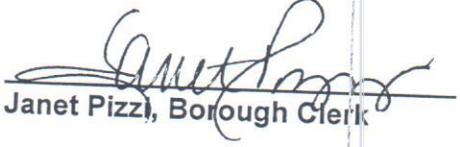
  
Robbie J. Conley, Mayor

**ATTEST:**

  
Janet Pizzi, Borough Clerk

**CERTIFICATION**

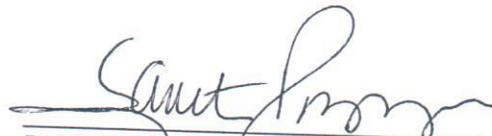
The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Reorganization meeting held on the 17 day of February, 2016.

  
Janet Pizzi, Borough Clerk

CERTIFICATION

I, JANET PIZZI, CLERK of the Borough of Woodbury Heights, do hereby certify that I am the duly appointed and qualified Clerk of the Borough of Woodbury Heights and that I am the keeper of record and corporate seal of said corporation and that the foregoing Resolution is a correct copy of a Resolution duly adopted at the Regular Meeting of the Borough Council of the Borough of Woodbury Heights held on the 17 day of February, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Borough of Woodbury Heights this 18 day of February, 2016.

  
\_\_\_\_\_  
JANET PIZZI, BOROUGH CLERK

**NEW JERSEY UNIFORM FIRE CODE ADMINISTRATION AND ENFORCEMENT  
SHARED SERVICES AGREEMENT  
BETWEEN  
THE CITY OF WOODBURY  
AND  
THE BOROUGH OF WOODBURY HEIGHTS**

**THIS SHARED SERVICES AGREEMENT** (“Shared Services Agreement” or “Agreement”), dated this 17 day of February, 2016, by and between the CITY OF WOODBURY (hereinafter referred to as “Provider”), a body politic and corporate of the State of New Jersey, and the BOROUGH OF WOODBURY HEIGHTS (hereinafter referred to as “Recipient”), a body politic and corporate of the State of New Jersey, and;

WITNESSETH, that the Provider and the Recipient agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

**A. Designation as General Representative.**

1. The Provider is hereby designated as the representative of the Recipient, to furnish Code Administration and Enforcement services under the State of New Jersey Uniform Fire Code.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient.

**B. Responsibility.**

At all times, the Provider shall maintain responsibility for and control over the personnel hired to operate the department. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The City Administrator of the Provider and/or the Department of Community Affairs, as appropriate, shall handle any public comments involving the Fire Official and Staff.

**C. Supervision and Director of Staff.**

1. The Provider shall conduct operations from the City of Woodbury Municipal Building and shall conduct same during the City’s normal business hours.
2. The Fire Official, furnished by the Provider, shall be responsible for the operation and supervision of the Fire Prevention Bureau and shall direct and supervise all activities and employees of the Department.

3. The staff, furnished by the Provider, shall be properly certified as fire officials and/or fire inspectors as appropriate.
4. Provider shall furnish appropriate clerical support staff, as determined by its City Administrator and in conjunction with the Fire Prevention Officer.
5. All personnel providing the outlined services to the Recipient under this Agreement shall continue to remain employees of the Provider and, as such, shall continue to remain bound by the Personnel Policies and Procedures of the City of Woodbury and shall continue to be under the direct supervisions of the City of Woodbury Administrator. Any problem or concern that should arise relative to any aspect of this Agreement or issue relative to the personnel providing such services shall be directed to the City of Woodbury Administrator through the Recipient's Municipal Clerk.

**D. Designation as Fire Officials and Fire Inspectors.**

Provider shall designate the Fire Official, as well as the Inspectors, for the enforcement of the State of New Jersey Uniform Fire Code and related ordinances of the Recipient. The Fire Official and Inspectors shall be duly certified by the New Jersey Department of Community Affairs, Division of Fire Safety.

**ARTICLE II: ACTIVITIES**

**A. Services to be Performed.**

1. The following administrative enforcement personnel will be provided by the Provider to the Recipient:
  - a. Fire Official/Inspectors
2. The following services will be provided to the Recipient by the staff of the Provider:
  - a. Bureau of Fire Prevention shall carry out the periodic inspections of life hazard uses required by the Uniform Fire Code.
  - b. In addition to the registrations and permits required by the Uniform Fire Code, all other uses subject to Uniform Fire Code Inspections ("non-life hazard uses") shall register with the Bureau of Fire Prevention. These uses shall be inspected once per year.

**B. Hours of Operation.**

1. The Fire Official shall be available for consultation with the public during the City of Woodbury's normal business hours at scheduled times to be determined by the Fire Official. The hours shall be set in such a manner as to provide the public with reasonable access to the official/inspectors. The Fire Official will also be available, under special circumstances at no additional charge for appointments relative to special circumstances or emergencies, or for necessary court appearances.

**C. Place of Operation.**

Main business for the Department shall be conducted in the Provider's Municipal offices.

**D. Maintenance of Records.**

1. The appropriate Official and Inspectors shall maintain documented records of activity on forms approved by the Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities. The records shall be specific with regard to the City of Woodbury Fire Prevention Bureau address, dates and hours of service.
2. All active files, and if requested, Provider's closed files, records and support documentation shall be maintained on file in the offices of the Provider.

**E. Operational Needs.**

The City of Woodbury will provide for all operational needs of the department, including, but not limited to office space at the City of Woodbury Municipal Building, utilities for said space, equipment, maintenance of all code books, ESP Inspection System software, general office supplies, copier and faxing capabilities, telephone, vehicle and/or mileage reimbursements for inter-local employees of this agreement, costs associated with education, licensing and certifications for inter-local department employees, gasoline, vehicle maintenance for vehicles owed by the City of Woodbury and utilized to perform services under this agreement.

**ARTICLE III: EMPLOYEES**

**A. Certified Personnel and Staff.**

1. The Provider shall furnish duly certified personnel and support staff.

**ARTICLE IV: ENFORCEMENT**

**A. Investigations and Inspections.**

The Fire Official shall conduct investigations and inspections or supervise personnel in making same and inform the Provider and Recipient regarding any violation of statutes and/or related local ordinances related to the New Jersey Uniform Fire Code in their respective municipalities.

**B. Coordination with City of Woodbury Attorneys.**

The Fire Official shall provide the Provider and Recipient with evidence of violations and assist the appropriate City of Woodbury attorney(s) in obtaining compliance and enforcing compliance with the law.

The Fire Official and/or Fire Prevention Bureau personnel shall make themselves available to testify and provide documentation in support of the investigation they have undertaken, including the results of the investigation.

**C. Violations.**

The Fire Official and/or appropriate Inspectors shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

**ARTICLE V: REPORTS**

**A. Retention.**

1. **General:** All registration fees, permit fees and other fees collected by the Fire Prevention Bureau shall be collected by the Provider, deposited in accordance with all applicable laws and retained by the Provider as payment for all services rendered, as outlined by this agreement.
2. **Delineation of the Handling of Specific Fees:** All monies collected relating to life hazard fees shall be retained by the Provider. All monies collected relating to non-life hazard fees shall be retained by the Provider. All fees collected relative to violations shall be collected and retained by the Provider. All dedicated penalties collected shall be given to Woodbury Heights in a separate trust account for any permissible use.

**B. Collection.**

Collection of fees shall be the responsibility of the Provider. Staff personnel of the Fire Prevention Bureau shall comply with the state requirements for deposit of public funds. Quarterly reports of revenues received shall be provided to each participating municipality.

**C. Establishment of Fees.**

The Provider has developed a uniform fee schedule as required by N.J.A.C. 5:23-4.17(d) which is Provider's Codified Fee Schedule. Recipient agrees to adopt all ordinances and take all necessary action to amend its fee schedule to make it identical to the City of Woodbury's fee schedule as it currently exists or is hereafter amended.

#### **ARTICLE VI: PROPERTY ARRANGEMENTS**

##### **A. Costs.**

During the life of the shared services agreement, the costs of all equipment and/or vehicles acquired specifically for the Fire Prevention Bureau shall be the responsibility of the Provider.

#### **ARTICLE VII: PAYMENTS AND COMPENSATION**

##### **A. Recipient costs for the Fire Prevention Bureau shall be assessed as follows:**

1. The Provider shall collect and retain all fees associated with the Fire Prevention Office services provided to the Borough of Woodbury Heights and shall retain such fees in lieu of direct payment for services.
2. There will be no other compensation required of the Recipient for the services outlined within this Agreement.

#### **ARTICLE VIII: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION**

##### **A. Term.**

The term of the agreement shall be for a term of five (5) years beginning on April 1, 2016 and terminating on or about December 31, 2019.

##### **B. Termination.**

A participating party may terminate such participation pursuant to this agreement effective January 1<sup>st</sup> of any calendar year during the life of this agreement by providing written notice to the other municipality on or before November 1<sup>st</sup> of the prior calendar year by way of certified mail to the Clerk of the respective municipality. In the event of termination of the agreement, the Recipient shall pay their share of expenses and costs associated with the withdrawal and termination of the agreement.

##### **C. Insurance.**

The Provider shall maintain in full force and effect during the term of this Agreement, worker's compensation, general liability and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date written below.

ATTEST:

CITY OF WOODBURY

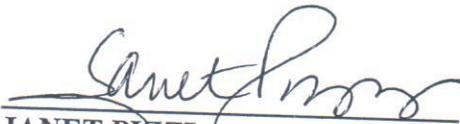
\_\_\_\_\_  
ROY A. DUFFIELD  
City Clerk

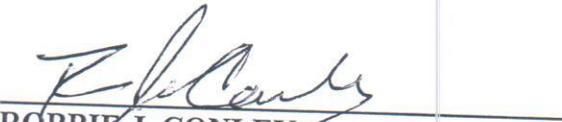
\_\_\_\_\_  
WILLIAM J. VOLK, JR.  
Mayor

[Seal]

ATTEST:

BOROUGH OF WOODBURY HEIGHTS

  
\_\_\_\_\_  
JANET PIZZI,  
Municipal Clerk/Administrator

  
\_\_\_\_\_  
ROBBIE J. CONLEY,  
Mayor

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