



**WOODLAND TOWNSHIP
WORKSHOP MEETING
February 23, 2022
6:00 p.m.**

CALL TO ORDER

OPEN PUBLIC MEETING ACT STATEMENT BY CLERK

Notice of time and date for this meeting appeared in Resolution #2021-8 dated January 5, 2021. This notice was sent to the Burlington County Times and the Central Record newspaper as a legal notice and sunshine notice in compliance with the "Open Public Meetings Act". It was also posted on the bulletin board in the Municipal Building.

RECORD OF ATTENDANCE

_____ Mayor DeGroff	_____ Mr. Herndon	_____ Mr. Daniels
_____ Mr. Lisse	_____ Mr. Burns	
_____ Ms. Rosmando	_____ Ms. Seeland	_____ Chief Viscardi
_____ Mr. Huber	_____ Ms. Brown	_____ Members of the Public

DISCUSSION ON THE FOLLOWING ITEMS:

- Agenda review
- Heater proposals
- Snow emergency ordinance

EXECUTIVE SESSION (if needed)

PUBLIC COMMENT

ADJOURNMENT Moved by _____, 2nd by _____ at _____ pm

RDP Mechanical Contractors, LLC
332 Sooy Place Rd, Vincentown, NJ 08088
609-859-2687 rdphvac@verizon.net

Galatians 6:7-10

1/27/22

Woodland Township

3943 County Rd 563

Chatsworth, NJ 08019

Attn: Maryalice Brown

Re: Courtroom/hallway air handler replacement

We agree to supply and install one 7 ton air handler according to the following specification:

- 1) Remove existing unit, take from site.
- 2) Install new 7 ton, 230v 3ph air handler in same location. (see note below)
- 3) Remove and reconnect hydronic heating coil.
- 4) Reconnect to existing ductwork, electrical and condenser.
- 5) Pressure test, evacuate and charge system.
- 6) Start and check system to manufacturers specifications.
- 7) One year warranty on all parts . One year warranty on labor.

Total for labor and materials: \$6,800.00. \$3,400.00 due with executed contract, \$3,400.00 due upon completion of installation.

Note: Expected lead time once ordered is 10-12 weeks. Brand to be Coleman, Lennox or others due to extreme production delays.

Robert DePaul _____ Owner _____

Fully Insured and Bonded NJ Master HVAC License #19HC00054100

SHEETMETAL
HEATING AND
AIR CONDITIONING

LESCO SHEETMETAL LLC

HEATING AND AIR CONDITIONING
162 SOOY PLACE ROAD, TABERNACLE, NJ 08088
COMMERCIAL INDUSTRIAL RESIDENTIAL
P.LOGAN@LESCOSHEETMETAL.COM
609-251-1644
MASTER HVACR LICENSE #19HC00356400

PROPOSAL

To: **Mary Alice Brown**
Township of Woodland

Chatsworth, NJ 08019

Phone: 609-726-1700

Date:
10/27/2021

Job Name/Location:
Courtroom

Quote no: 102721-1
Fax No:

SCOPE OF WORK:

We propose to furnish equipment, materials and expertise as necessary to replace the defective air handler as follows:

1. Disconnect the power wiring, refrigerant piping and control wiring to the existing unit.
2. Remove unit and dispose of off-site.
3. Furnish and install one replacement air handler by York or equal as available.
4. Field measure, fabricate and install sheetmetal duct as needed to reconnect to existing system.
5. Reconnect the power wiring, refrigerant piping and control wiring.
6. Evacuate system, charge with appropriate refrigerant and start and check for proper operation.
7. All work performed during normal business hours.

EXCLUSIONS:

Permits, fee's, bonds, costs due to vandalism, off hours and overtime work, blocking of fan curbs, roof flashing, out of sequence work, fire dampers, masonry hole cutting.

WARRANTY:

1. Equipment and materials shall be warranted against defects for a period of one (1) year and will be serviced during our normal business hours at no additional cost.
2. Warranty does not cover lack of or incorrect power, lack of maintenance, misuse or abuse.

PROJECT COST: \$8,900.00

PAYMENT TERMS:

50% deposit, balance due 10 days from completion

**Patrick Logan V.P.
Lesco Sheetmetal LLC**

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



MECHANICAL / ENERGY / WATER / FIRE / SECURITY / CONSTRUCTION

Tustin Mechanical Services

Partnering With

Woodland Township

Air Handler Replacement

Proposed Project Agreement

Date:

10/28/2021

Proposal Number:

P41004

Prepared For:

Woodland Township
3943 County Road 563
Woodland, New Jersey 08019

Prepared By:

Josh Sims
(609) 567-3550
jsims@thetustingroup.com



Pennsylvania: 2555 Industry Lane, Norristown PA 19403 Pennsylvania: 140 Commerce Drive, Montgomeryville PA 18936 Pennsylvania: 101 Mill Street, Quakertown PA 18951
New Jersey: 408 Bloomfield Drive, Berlin New Jersey 08091 New Jersey: 15A Melanie Lane, East Hanover NJ 07936 Maryland: 9003 Yellow Brick Road, Baltimore MD 21237
Virginia: 21050 Ashburn Crossing Drive, Ashburn VA 20147 Pittsburgh: 505 Hudson Street, Monongahela PA 15063



Company:

Tustin Mechanical Services
408 Bloomfield Drive, Suite 1
West Berlin, NJ 8091
Ph: (609) 567-3550 Fax: (856) 768-2407

Proposal Date: 10/28/2021
Proposal Number: P41004

Customer:

Woodland Township
3943 County Road 563
Woodland, New Jersey 08019
Maryalice Brown

Project Location:

Woodland Township
3943 County Road 563
Woodland, New Jersey 08019

We propose the installation of (1) new Air Handler to include the following:

- (1) 7 ton Air Handler designed to replace existing unit
- Recovery and safe disposal of old refrigerant and equipment
- Reconnect to existing high and low voltage wiring
- Reconnect to existing hot water coil
- New condensate trap and drain
- Rigging and freight of new and old unit
- Standard hours Labor to install related components

OUR PRICE FOR THIS PROPOSAL IS\$7,110.00

WARRANTY: Our warranty is one year labor on workmanship and Manufacturers warranties on equipment.

EXCLUSIONS High and low voltage wiring beyond reconnecting. Permit and engineering fees.

TERMS OF PAYMENT: Net 30. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Upon execution below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor Authorization:

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

Customer Authorization:

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#



The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"): Our Proposal Price is valid for (30) Thirty Days.

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for One (1) Year from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in party by



the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

**WOODLAND TOWNSHIP
ORDINANCE 2022-1
“EMERGENCY NO PARKING” REGULATIONS**

WHEREAS, the Public Works Department of the Township of Woodland has advised the Administrator and Township Committee of on-going issues created by parking by residents in the street during snow removal; and

WHEREAS, the Department requests that the Township formally regulate such activity to allow the Department to efficiently plow the streets and avoid damage to property; and

WHEREAS, the Township Committee desires to implement regulations in the interests of the health, safety and welfare of the public and in honor of request by the Department.

NOW, THEREFORE, BE IT HEREBY ORDAINED, by the Township Committee of the Township of Woodland, County of Burlington, State of New Jersey, that "Emergency No Parking Regulations " are as follows:

Section 1. Emergency Parking Restrictions.

A. Whenever snow has fallen and the accumulation is such that the streets or highways shall be plowed and a snow emergency is declared, no vehicle shall be parked on the streets or highways or portions thereof indicated. The above parking prohibitions shall remain in effect after the snow has ceased, until the streets have been plowed sufficiently and to the extent that parking will not interfere with the normal flow of traffic.

B. Any unoccupied vehicle parked or standing in violation shall be deemed a nuisance and a menace to the safe and proper regulation of traffic, and any enforcement officer may provide for the removal of such vehicle. The owner shall pay the reasonable costs of the removal and storage which may result from such removal before regaining possession of the vehicle.

C. Violations and penalties. Any person who violates any provision of this section shall, upon conviction thereof, be subject to a fine of not less than \$50 and not more than \$500.

Section 2. Emergency Parking Restriction by Posting.

A. In addition to the snow emergency provisions set forth above, there shall be no parking upon streets or sections of streets where temporary emergency no-parking signs are displayed upon the declaration of an emergency. The Mayor or, in his absence, the Deputy Mayor, is authorized to declare an emergency and to direct the posting of said emergency no-parking signs when weather conditions, accidents, fires or public celebrations dictate or require the avoidance of hazards or other conditions which interfere with the free flow of traffic.

B. Notification that the emergency no-parking signs are being or will be posted shall be given to the operator or owner of any vehicle which has been parked prior to the posting of the signs.

C. Any unoccupied vehicle parked or standing in violation of this ordinance shall be deemed a nuisance and a menace to the safe and proper regulation of traffic, and any enforcement official set forth below may provide for the removal of such vehicle. The owner shall pay the reasonable costs of the removal and storage that may result from such removal, before regaining possession of the vehicle.

D. Violations and penalties. Any person who violates any provision of this section shall, upon conviction thereof, be subject to a fine of not less than \$50 and not more than \$500.

E. This ordinance shall become effective immediately upon adoption.

Section 3. Enforcement.

These provisions shall be enforceable by the State Police, the Township Administrator, the Public Works Department Employees, the Code and Zoning Enforcement Officer, and such other Township officials and employees as the Township Administrator may formally designate in writing, which document shall be kept on file.

A. Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

B. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

C. This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

HEARING NOTICE:

The above Ordinance was introduced at a Regular Meeting of the Township Committee of the Township of Woodland held on February 23, 2022, and was read for the first time. The Township Committee will further consider this Ordinance for final passage on March 23, 2022, at the Woodland Township Municipal Building, 3943 Main Street, Chatsworth, NJ at a meeting beginning at 7:00 p.m. or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance.

Maryalice Brown, RMC
Township Clerk/Administrator

William DeGroff, Mayor
Woodland Township

Record of Vote (First Reading - _____)

	Moved	Second	Yes	No	Abstained	Absent
DeGroff						
Herndon						
Daniels						

NOTICE OF FINAL ADOPTION:

Ordinance No. 2020- Noise Ordinance. Notice is hereby given that the foregoing ordinance was approved for final adoption by the Township Committee of the Township of Woodland at a Regular Meeting held on _____.

Maryalice Brown, RMC
Township Clerk/Administrator

William DeGroff, Mayor
Woodland Township

Record of Vote (Second Reading - _____)

	Moved	Second	Yes	No	Abstained	Absent
DeGroff						
Herndon						
Daniels						