

**TOWNSHIP OF MULLICA  
SPECIAL MEETING AGENDA  
MAY 8, 2025  
6:00 PM**

**MEETING CALLED TO ORDER**

This meeting has been properly advertised and noticed according to Public Law 1975, Chapter 231 in The Press of Atlantic City on May 3, 2025, and the Hammonton Gazette on May 7, 2025.

**FLAG SALUTE**

**ROLL CALL**

**PUBLIC COMMENT ON AGENDA ITEMS**

**RESOLUTIONS/CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine in nature, and having been reviewed by Committee, will be enacted in one motion. Any item may be removed from the Consent Agenda at the request of any Committee Member and if so removed, it will be treated as a separate matter. Any items requiring expenditure are supported by a Certification of Availability of Funds.

- **Resolution 129-2025 – Accept Resignation Acting Clerk Stollenwerk**
- **Resolution 130-2025 - Appoint Acting Municipal Clerk – Monica Newton**
- **Resolution 131-2025 – Appoint Deputy Municipal Clerk – Tiffany Stanley**
- **Resolution 132-2025 - Approve Municipal Clerk Personal Services Agreement**
- **Resolution 133-2025 - Approve Shared Services Agreement Folsom Borough**

**OATH OF OFFICE – ACTING MUNICIPAL CLERK**

**PUBLIC DISCUSSION**

**ADJOURNMENT**

The next Township Meeting is scheduled to be held on Tuesday, May 27, 2025, at 7:00pm, 500 Elwood Road, Elwood, NJ 08217, Mullica Township Elementary School Library

**TOWNSHIP OF MULLICA  
RESOLUTION NO. 129-2025**

**ACCEPTING RESIGNATION OF ACTING MUNICIPAL CLERK DAWN  
STOLLENWERK**

**WHEREAS**, the Governing Body of the Township of Mullica appointed Dawn M. Stollenwerk as Acting Municipal Clerk on March 13, 2025; and

**WHEREAS**, Dawn M. Stollenwerk submitted her letter of resignation with an effective date of May 11<sup>th</sup>, 2025.

**NOW, THEREFORE BE IT RESOLVED**, the Governing Body hereby accepts Dawn M. Stollenwerk's resignation from the position of Acting Municipal Clerk, effective May 11<sup>th</sup>, 2025

Adopted: May 8, 2025

\_\_\_\_\_  
DEANNA DEMARCO  
MAYOR

ATTEST:

\_\_\_\_\_  
DAWN M. STOLLENWERK  
ACTING MUNICIPAL CLERK

**TOWNSHIP OF MULICA  
RESOLUTION 130-2025**

**RESOLUTION OF THE TOWNSHIP OF MULICA APPOINTING ACTING  
MUNICIPAL CLERK**

**WHEREAS**, with the resignation of the Acting Municipal Clerk, Dawn M. Stollenwerk, the position is now vacant and there is an immediate need to fill the Municipal Clerk's position through the appointment of an Acting Municipal Clerk to maintain the statutory required administrative responsibilities of that office; and

**WHEREAS**, N.J.S.A. 40A:9-133c provides for the appointment of an Acting Municipal Clerk upon the occurrence of a vacancy in that office for a period not to exceed one (1) year and which term shall commence on the date of that office's vacancy; and

**WHEREAS**, Monica Newton has been recommended by the selection committee to fill the position of Acting Municipal Clerk; and

**WHEREAS**, Monica Newton has accepted the offer of employment at an annual salary of \$65,000 and has agreed to become certified as a Registered Municipal Clerk and Certified Registrar of Vital Statistics; and

**WHEREAS**, the terms and conditions of employment shall be governed by the Policies and Procedures of the Township and the Acting Clerk Personal Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mullica, County of Atlantic, and State of New Jersey that Monica Newton is hereby appointed as the Acting Municipal Clerk for the Township of Mullica commencing May 12, 2025, pending successful completion of a background check.

**BE IT FURTHER RESOLVED** that she be authorized, if required, to recertify all official actions of the previous Municipal Clerk from October 2024 to the present.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be forwarded to the appropriate regulatory agencies acknowledging said appointment as required.

Adopted: May 8, 2025

\_\_\_\_\_  
DEANNA DEMARCO, MAYOR

ATTEST:

\_\_\_\_\_  
DAWN M. STOLLENWERK  
ACTING MUNICIPAL CLERK

**TOWNSHIP OF MULLICA  
RESOLUTION NO. 131-2025**

**RESOLUTION APPOINTING DEPUTY MUNICIPAL**

**WHEREAS**, a municipality is authorized to create the office of the Deputy Municipal Clerk and provide for appointments thereto, pursuant to N.J.S.A. 40A:9-135; and

**WHEREAS**, the Township Committee has authorized the position of Deputy Township Clerk within the office of the Township Clerk under the Department of Administration to provide for continuity and substitute for the Township Clerk; and

**WHEREAS**, the selection committee is recommending Tiffany Stanley to fill the position of Deputy Clerk; and

**WHEREAS**, Tiffany Stanley has accepted the offer of employment at \$28.00 per hour, not to exceed 21 hours per week; and

**WHEREAS**, Tiffany Stanley has also agreed to become a Certified Registrar of Vital Statistics and Notary Public and will receive an additional \$1.00 per hour for each certification is obtained; and

**WHEREAS**, the terms and conditions of employment shall be governed by the Policies and Procedures of the Township.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Mullica, County of Atlantic, and State of New Jersey that Tiffany Stanley is hereby appointed as Deputy Clerk commencing May 19, 2025, pending the successful completion of a background check.

Adopted: May 8, 2025

\_\_\_\_\_  
DEANNA DEMARCO  
MAYOR

ATTEST:

\_\_\_\_\_  
DAWN M. STOLLENWERK  
ACTING MUNICIPAL CLERK

**TOWNSHIP OF MULLICA  
RESOLUTION NO. 132-2025**

**RESOLUTION APPROVING AGREEMENT WITH MUNICIPAL CLERK MONICA  
NEWTON**

**WHEREAS**, Monica Newton was appointed acting municipal clerk effective May 12, 2025;  
and

**WHEREAS**, it has been determined to further indicate and identify the terms and conditions of her employment in the Agreement attached hereto and incorporated by reference herein.

**NOW, THEREFORE BE IT RESOLVED**, the Township Committee of the Township of Mullica, County of Atlantic, and State of New Jersey that for the reasons set forth in the Preamble hereinabove, it hereby approves the attached employment Agreement between the Township and Monica Newton as the Municipal Clerk.

Adopted: May 8, 2025

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DEANNA DEMARCO  
MAYOR

ATTEST:

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DAWN M. STOLLENWERK  
ACTING MUNICIPAL CLERK

**AGREEMENT**  
**BETWEEN THE**  
**TOWNSHIP OF MULLICA**  
**AND**  
**MUNICIPAL CLERK**

**May 12, 2025 – December 31, 2027**

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## **1. PREAMBLE**

AGREEMENT date the 8<sup>th</sup> day of May, 2025 by and between the TOWNSHIP OF MULLICA, a municipal corporation of the State of New Jersey, hereinafter referred to as the "TOWNSHIP", and Monica Newton, Municipal Clerk, hereinafter referred to as the EMPLOYEE".

It should be noted that nothing contained in this Agreement should be construed as guarantee of continued employment; but rather, EMPLOYMENT WITH THE TOWNSHIP IS ON AN AT-WILL BASIS. This means that either the employee or the Township, with or without cause, may terminate the employment relationship at any time with or without notice, for any reason not expressly prohibited by law. Any exception must be expressly authorized and signed by the Township.

As a condition of continued employment, the employee shall become a Certified Municipal Clerk ("RMC") within three (3) years from the date of this Agreement. It is the responsibility of the employee to maintain and renew her license certification as required pursuant to N.J.S.A 40A:9-133.10. The employee shall immediately notify the Township should her license lapse or expire and understands failure to do so is cause for immediate termination.

## **2. INTERPRETATION**

It is the intention of the parties that this Agreement be construed in accordance with the rules and regulations, laws, and the Statutes of the State of New Jersey as well as the ordinances of the Township of Mullica, as they pertain to this Agreement upon execution and the terms herein.

## **3. WORK SCHEDULE, OVERTIME AND COMPENSATORY TIME**

- A. It is acknowledged that as a managerial employee the work schedule of the employee covered by this Agreement may be required to work in excess of thirty-five (35) hours per week. The employee shall not be eligible for additional compensation, such as overtime or compensatory time for time worked in excess of thirty-five hours per week.
- B. The workweek will consist of the Clerk being present in the building Monday through Friday, 8:30 AM – 4:00 PM (excluding holidays), with one half hour for lunch, as well as attendance at all Township Committee meetings, and as needed or directed by the Director of Administration. The Clerk understands that there will be no additional compensation for these additional hours.

## **4. HEALTH INSURANCE**

The Township shall provide comprehensive medical and health insurance to the employee through the New Jersey State Health Benefits Plan, under the terms of the plan as it exists or as modified by the New Jersey State Health Benefits Plan (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Plan. Employee shall only be permitted to enroll in the type of coverage for which the employee is eligible. Effective January 1, 2017, the base plan to be offered to the employee by the Township shall be the Direct 15 Plan.

Prescription Plan: The Township presently provides a Co-Pay Prescription Plan for employees and dependents through New Jersey State Health Benefits Plan and shall continue to provide such



## Municipal Clerk Agreement

plan as the terms of that plan exist of may be modified by the New Jersey State Health Benefits Program including any changes in co-pays or deductibles.

Dental Care: The Township presently provides a Dental Care Plan for employees and dependents through New Jersey State Health Benefits Plan and shall continue to provide such plan as the terms of that plan exist or may be modified by the New Jersey State Health Benefits Program including any changes in co-pays or deductibles.

Vision Plan: The Township presently provides a Vision Plan for employees and dependents and shall continue to provide such plans as the terms of that plan exist or as may be modified by the provider including any changes in co-pays or deductibles.

### Cost Contribution:

The employee shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefit Reform Law adopted June 2011. Payment shall be made by the way of withholdings from the employee's payroll checks.

## **5. DISABILITY**

The employee covered by this Agreement will be automatically covered by the State of New Jersey Disability Program. All costs applicable to the Employer, as required by this program will be borne by the Township. All costs applicable to the individual employee will be borne by the individual employee.

## **6. WORKER'S COMPENSATION**

When the employee is injured on duty, he/she shall receive workers' compensation benefits as provided for under the New Jersey Workers' Compensation Act.

Any employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An employee who has returned to his/her regular duties after sustaining a compensative injury who is required by the workmen's compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time. As the employee covered by this Agreement is considered a salaried employee, he will receive his normal pay for the specific date and be considered as having worked a normal day and not be charged for sick, vacation, or administrative time used.

## **7. PAID LEAVES**

### **A. Funeral Leave**

When a member of the "immediate family" is deceased, that member shall be granted five (5) working days of leave with pay. The "immediate family" shall include spouse, fiancée, children, stepchildren, parents, grandparents, grandchild, sisters, brothers, brothers-and sisters-in law, mother-and father-in law, grandparents-in law, common law spouses, and any other person permanently residing in the household for one (1) year.

Municipal Clerk Agreement

For aunt, uncle, nephew, niece and first cousin the employee shall be granted off for the day of burial only.

B. Unused Paid Leave

In the event of the death of any employee, any accrued, vacation up to the maximum leave permitted will be paid to the estate of the employee or according to employee's Last Will & Testament.

**8. VACATION DAYS**

The employee shall earn vacation day as per the following:

Five (5) days for Calendar Year 2025  
Five (5) days for the completion of the first full year of service  
Ten (10) days for the completion of 2 years of service  
Fifteen (15) days for the completion of 3 years through 5 years  
Twenty (20) days for the completion of 6 years through 10 years  
Twenty-five (25) days for the completion of 11 year and above

Unused vacation days are accumulative up to the number earned in two (2) and are reimbursable to the employee upon termination pro-rated for current year days to the actual date last worked.

The employee must receive the approval of the Director of Administration at least two (2) weeks in advance of the first vacation day.

**9. SICK DAYS**

Employee will receive one working day sick leave for each month of service, from date of employment up to and including December 31 next following such date of employment, not to exceed seven (7) days, and twelve (12) days sick leave with pay for each calendar year thereafter. If the employee requires none or only a portion of such allowable sick leave for the calendar year, the amount of such leave not taken shall accumulate to his credit

The employee shall notify the Director of Administrator when sick time is used.

**10. PERSONAL DAYS**

The employee receives four (4) personal days per year, earned quarterly. Any unused personal days are forfeited at the end of each calendar year.

**11. HOLIDAYS**

The employee covered by this Agreement shall receive the following twelve (12) paid holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Good Friday
Memorial Day	July 4 <sup>th</sup>
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day and the Day After
Christmas Day	

The day recognized for celebrating these Holidays will be decided by the day which the State celebrates the holiday. All additional days off, or part thereof afforded other Township Employees shall be granted to the employee of this Agreement.

It is understood that the employee is required to work on all Election Days, without any additional compensation. However, the employee may elect to take one seven (7) hour day off with pay in lieu of the Election Day Holiday granted to other Municipal Employees. Notification of the use of the time off shall be provided to the Director of Administration at least two weeks prior.

## **12. CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT**

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township's Charter, Ordinances, Rules and Regulations of the Township and pertinent Rules and Regulations of the Township Clerk

## **13. EDUCATION**

The Township will pay for required courses for the employee to obtain her Registered Municipal Clerk's License. When the Township, State, or other laws, rules or regulations mandates that the employee must attend professional development courses and training to maintain her license, all allowable expenses will be borne by the Township.

If the employee is reimbursed or attends training paid for by the Township and leaves employment with the Township for any reason within two (2) years of the date of the reimbursement or payment, the employee must reimburse the cost of such educational expenses. The Township shall withhold said amount from the employee's paycheck.

## **14. SALARY INCREMENT**

Effective upon the signing of this contract, the salary for the employee in the Township's employ at the time of approval for this contract shall be as stated below.

Effective May 12, 2025 Annual Salary \$65,000

Effective May 12, 2026 Annual Salary \$67,600.00 (4% increase)

Effective May 12, 2027 Annual Salary \$68,952.00 (2 % increase)

## **15. NEW CONTRACT NEGOTIATIONS**

The parties agree that negotiations for a successor agreement, modifying, amending, or altering the terms and provisions of this Agreement shall commence in accordance with applicable law.

The parties should in their best interest attempt to negotiate for future years beginning October 1<sup>st</sup> of the year prior to a new contract taking effect and attempt to resolve all issues prior to January 1<sup>st</sup> of the coming year.

**16. SEVERABILITY**

If any provision of this Agreement is held to be contrary to law by any court of competent jurisdiction, then such provision shall be deemed void except to the extent permitted by law, but all other provisions shall remain in full force and effect.

\_\_\_\_\_  
Monica Newton, Municipal Clerk

\_\_\_\_\_  
DeAnna DeMarco, Mayor

Ratified by Committee this  
8<sup>th</sup> Day of May 2025

**TOWNSHIP OF MULLICA  
RESOLUTION NO. 133-2025**

**RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH THE BOROUGH  
OF FOLSOM FOR MUNICIPAL CLERK, DEPUTY MUNICIPAL CLERK AND  
REGISTRAR OF VITAL STATISTICS TRAINING**

**WHEREAS**, the Township of Mullica and the Borough of Folsom have determined to enter into an Interlocal Services Agreement to authorize the implementation and administration of the Borough of Folsom providing training services for the Municipal Clerk's Office to the Township of Mullica; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. permits local units to enter into contracts for their mutual public purposes and best interest

**NOW, THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Mullica, County of Atlantic, and State of New Jersey that for the reasons set forth in the Preamble hereinabove, it hereby approves the attached Interlocal Service Agreement with the Borough of Folsom

Adopted: May 8, 2025

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DEANNA DEMARCO  
MAYOR

ATTEST:

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DAWN M. STOLLENWERK  
ACTING MUNICIPAL CLERK

**SHARED SERVICES AGREEMENT BETWEEN  
THE BOROUGH OF FOLSOM AND THE TOWNSHIP OF MULLICA  
REGARDING MUNICIPAL CLERK AND REGISTRAR OF VITAL STATISTIC SERVICES**

**THIS SHARED SERVICES AGREEMENT** ("Agreement") dated this 8<sup>th</sup> day of May, 2025 is made by and between **The Borough of Folsom**, a Municipal Corporation of the State of New Jersey ("Folsom") with an address at 1700 12<sup>th</sup> Street, Folsom, New Jersey 08037 and **The Township of Mullica**, a Municipal Corporation of the State of New Jersey with an address at 4528 White Horse Pike, Elwood, New Jersey 08217 ("Mullica").

**WHEREAS**, the Township of Mullica is in need of the services of a certified Municipal Clerk and Registrar of Vital Statistics for provide training to its duly appointed Municipal Clerk, Deputy Municipal Clerk and Registrar of Vital Statistics; and,

**WHEREAS**, Folsom has agreed to furnish to Mullica the services of its Municipal Clerk, Deputy Municipal Clerk and Registrar of Vital Statistics; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq. ("Uniform Shared Services and Consolidation Act"), and in the spirit of inter-municipal cooperation, Folsom and Mullica (collectively "the Parties") have negotiated this Agreement for the provision of Municipal Clerk, Deputy Municipal Clerk and Registrar training services to Mullica; and

**WHEREAS**, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A (Borough of Folsom) and B (Township of Mullica) respectively.

**NOW THEREFORE**, in consideration of the covenants and promises herein contained, the parties hereby agree as follows:

1. **PREAMBLE**. All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if fully set forth.
2. **TERM OF AGREEMENT**. This Agreement shall take effect on May 12, 2025, (the "Effective Date"). This Agreement shall expire on December 31, 2025, unless sooner terminated in accordance with paragraph 15 below.
3. **SCOPE OF WORK**. Commencing on May 12, 2025 Folsom shall furnish Mullica the services of a certified Municipal Clerk, Deputy Municipal Clerk under the supervision of the Municipal Clerk and Registrar of Vital Statistics, to provide training in the statutory duties required of a Municipal Clerk and Registrar in the State of New Jersey.

**A. Designation of Employer - Salary and Benefits.**

The Parties acknowledge that the Borough of Folsom hereby designated as the sole employer of the Certified Municipal Clerk, Deputy Clerk and Registrar of Vital Statistics. Folsom shall be exclusively responsible for payment of any and all salary and the maintenance of all employee benefits and workers' compensation insurance. The Municipal Clerk, Deputy Municipal Clerk and Registrar shall be covered under all applicable personnel policies of Folsom and shall retain any and all rights and benefits that may have accrued from that position with Folsom.

## **B. Responsibility.**

At all times, Folsom shall maintain responsibility for and control over its Municipal Clerk, Deputy Municipal Clerk and Registrar of Vital Statistics.

### **4. SERVICES TO BE PERFORMED.**

Folsom will provide to Mullica a Certified Municipal Clerk, Deputy Clerk and Registrar to train personnel in the statutory duties of the Municipal Clerk and Registrar. Folsom personnel will assist in the development of workflow processes to facilitate the performance of the duties of a Municipal Clerk's office. Folsom personnel will assist Mullica personnel in the development of a records organization and retention program.

### **5. HOURS OF SERVICE.**

- a) Folsom personnel shall be available during the workweek Monday to Friday from 8:30 am until 4:00 pm, up to 12 hours per week, on site and remotely as determined by the needs of the parties.
- b) The parties acknowledge and agree that the 12 hours referenced in paragraph (a) above represents a good faith estimation of time, however, it is understood that the demands of the training may be varied and may expect the hours stated in paragraph (a) to, at times, fluctuate.

### **6. COMPENSATION.**

Mullica shall pay to Folsom monthly for all hours of work performed upon receipt of properly executed time sheets documenting the date, time spent and work performed. The hourly rate shall be \$75.00 per hour.

The parties agree that in the event it is expected that this Agreement will be extended beyond the initial term of the agreement, the parties shall meet to discuss the compensation provided for in this paragraph at least forty-five (45) calendar days prior to the expiration of this Agreement to determine if compensation provided for in this paragraph should be adjusted.

### **7. INSURANCE.**

The Municipal Clerk, Deputy Municipal Clerk and Registrar provided for in this Agreement shall be covered at all times by Folsom's workers compensation policy whether working in Folsom or Mullica as well as by all other policies of insurance that are maintained by Folsom which are applicable to its Municipal Clerk, Deputy Municipal Clerk and Registrar.

### **8. AMENDMENT**

This Agreement may be amended by mutual agreement of the parties, provided such amendment is in writing with notice to the parties and approved by Resolution of both governing bodies.

## **9. CONFIDENTIALITY.**

Each party recognizes and acknowledges that it may have access to certain confidential information of the other party, (e.g. employment, operations, and financial records and related data) which is not otherwise publicly available (the "Confidential Information"). Each party will treat as confidential all Confidential Information of the other party; will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other party's Confidential Information; and will not sue or disclose such Confidential Information, unless such information becomes generally known through no fault of the disclosing party, or unless such party is required by law to disclose such Confidential Information. Each party agrees that any breach of its obligations under this Section will entitle the other party to equitable relief to protect its interests therein, including injunctive relief.

## **10. HOLD HARMLESS AND INDEMNIFICATION**

Mullica shall indemnify and hold Folsom, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services by Folsom to Mullica, so long as the action was upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of Mullica and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

## **11. TERMINATION**

- a) This Agreement may be terminated at any time upon mutual Agreement of the Parties.
- b) Either Party may terminate this Agreement at any time and for any reason upon giving the other party thirty (30) days advanced notice, in writing, delivered to the other Party by certified mail at the address provided here in under in accord with paragraph 17.
- c) It was the intent of the Parties that the Municipal Clerk, Deputy Municipal Clerk and Registrar to be provided by Folsom to Mullica under the terms of this Agreement were to be performed by the individuals currently employed in those positions by Folsom at the time of the execution of this Agreement. In the event that the individuals, during the Term of this Agreement, ceases employment with Folsom, to then Folsom shall immediately notify Mullica of that fact whereupon Mullica shall have the option of immediately terminating this Agreement or of having its training services performed by Folsom's new employees in accordance with the terms and conditions of this Agreement.

## **12. DEFAULT.**

In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within fifteen (15) days of said written notice, the non-defaulting party shall be entitled



to terminate this Agreement at the expiration of that 15- day period.

**13. NOTICES.**

Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice s hall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to Borough of Folsom:  
Borough of Folsom 1700 12<sup>th</sup> Street  
Folsom, New Jersey 08037 Attn: Borough Administrator/Municipal Clerk

If to Township of Mullica  
4528 White Horse Pike  
PO Box 317  
Elwood, NJ 08217  
Attn: Municipal Clerk

**14. CHOICE OF LAW.**

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

**15. ENTIRE AGREEMENT.**

This Agreement represents the entire Agreement between the parties and may not be changed orally and may only be modified or amended by a written statement signed by both parties.

**16. SEVERABILITY.**

If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

**17. WAIVER.**

Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

**18. HEADINGS.**

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

19. **JOINT PREPARATION**

This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
Patricia Gatto, Municipal Clerk  
Folsom Borough

\_\_\_\_\_  
Glen Smith, Mayor  
Folsom Borough

\_\_\_\_\_  
Dawn M. Stollenwerk, Acting Municipal Clerk  
Mullica Township

\_\_\_\_\_  
DeAnna DeMarco, Mayor  
Mullica Township