

FOR COUNTY USE ONLY
Application #: _____

BURLINGTON COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Submit this form along with **Application for Road Occupancy Permit** for any Charitable Solicitation to be held within County right-of-way. Applicant must **Include Township Resolution authorizing the event(s) and signed Release and Indemnification Agreement**. No exception.

CHARITABLE SOLICITATION FORM

Charitable Organization Name _____
Street Address: _____
City: _____ State: _____ Zip: _____ Email: _____
Daytime Phone: _____ Evening/Emergency Phone: _____ Fax: _____

I/we request a Permit for Charitable Solicitation on County Route No. _____
Further identified as (road name) _____
Located in (municipality) _____ Lane: NB SB EB WB
At a point (distance in feet) _____ Direction North South East West
From (intersecting road, street or landmark) _____

Name of Event: _____ Date: _____ Hours: _____
Weather Dependent? Yes No; Rain Date: _____

Provide a brief description of the Charitable Solicitation: _____

Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A.59:1-1 et seq., I/we will be responsible for personal injuries and property damage caused by the actions of ourselves, our agents, servants and employees which arise out of or which are claimed to arise out of this Permit. Any such claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

- | | |
|--|---------|
| | Initial |
| <input type="checkbox"/> I/we have attached Certificate of Insurance information as required in Section 9 of Policy. | _____ |
| <input type="checkbox"/> I/we have attached signed Release and Indemnification Agreement . | _____ |
| <input type="checkbox"/> I/we have completed all additional required Permit Applications and location plan is attached. | _____ |
| <input type="checkbox"/> Included is copy of the Municipal Ordinance and/or Resolution approving the solicitation | _____ |

(Signature of Applicant)

(Date)

(Print or Type Your Name)

(Title)

POLICY CONCERNING CHARITABLE SOLICITATIONS ON COUNTY ROADS

1. "Charitable Organization" means: (1) any person determined by the Internal Revenue Service to be a tax exempt organization pursuant to section 501 (c) (3) of the Internal Revenue Code of 1986; or (2) any person who is, or holds himself out to be, established for any benevolent, philanthropic, humane, social welfare or public health purpose, or for the benefit of law enforcement personnel, firefighters or other persons who protect the public safety.
2. Any charitable organization seeking to solicit charitable contributions on a County road must first apply to the municipality in which that road is located.
3. A municipality may only sanction charitable contributions on that road if the municipality has an ordinance authorizing charitable organization to solicit contributions in a roadway (pursuant to N.J.S.A. 39:4-60).
4. A municipality with a charitable contribution ordinance may then accept an organization's application, and must issue their approval by means of a resolution or permit.
5. An application that has been approved by issuance of a municipal resolution or permit may then be submitted to the Board of Chosen Freeholders of Burlington County. The municipality, not the charitable organization, must make the application to the Burlington County Freeholders. Freeholder approval will be issued by the Burlington County Engineer's Office. Freeholder approval shall not unreasonably be withheld.

In the event that the initial application is denied, a written appeal maybe made to the Office of the County Administrator to the Burlington County Board of Chosen Freeholders, 49 Rancocas Rd, Mt. Holly, NJ 08060, within 7 business days of the initial denial. However, during the appeal's process no solicitation event shall take place until a decision is made during the appeal process.
6. The following are factors to consider and requirements of an application for soliciting contributions on Burlington County roadways:
 - a. The Burlington County Engineer's Office shall determine that the soliciting of charitable contributions on that particular County road is not hazardous or inimical to the proper flow of traffic and that it shall not be construed as a "Coin Toss". Each organization shall fill out a request using the Burlington County Daily Lane and Shoulder Closure Request form for special events.

- b. Solicitation shall be permitted only at signalized intersections or when the existing traffic control device causes temporary interruption in the flow of normal traffic.
- c. The municipality shall clearly indicate the number of people participating in said solicitation. Each person soliciting charitable contributions shall be at least 18 years old and shall have a Supervisor from the soliciting organization present on location while the solicitation is active and in operation.
- d. All participants shall wear the highly visible safety vests, Type II (Minimum), ANSI Level 2 or 3. It remains the responsibility of the approved charitable organization to provide their own safety vests for each individual present to solicit contributions. It shall also be the responsibility of the soliciting organization to establish a "work zone" for its members to utilize.
- e. The soliciting organization shall be responsible for any traffic control equipment such as traffic cones and signs to be utilized for the soliciting event. Signs with black letters with orange background, minimum size 30" X 30", diamond shaped with a retro reflective sheeting shall be installed 350' – 500' in advance of the collection area.
- f. The name of the organization shall be clearly displayed to the traveling public.
- g. The hours of solicitation shall be limited to daylight hours only on the approved date, and in no way shall exceed the hours of 9:00am until 3:00pm.
- h. No holiday dates shall be granted for the purpose of solicitation of funds on any County roadway.
- i. Each soliciting organization may hold such events on two occasions per year.
- j. The solicitation event shall not be conducted during any type of inclement weather.
- k. Participants shall only approach vehicles for purposes of solicitation when traffic is at a standstill. No solicitations are allowed when the traffic signal has turned green or when traffic is in motion. Solicitation shall not stop or impede the flow of traffic nor harass the traveling public.
- l. The charitable organization shall be responsible for cleaning up any debris resulting from their presence on the County road.
- m. The Burlington County Right of Way (ROW) shall remain clear and free of any chairs, tents or canopies for pedestrian safety.

- n. Those soliciting contributions shall not drink alcohol beverages, use drugs, or be under the influence of drugs or alcohol when soliciting.
- o. Burlington County shall not be held liable in any civil action for damages to property or personal injury resulting from a motor vehicle accident or any other type of event arising out of or in the course of any solicitations conducted by the charitable organization.
- p. The charitable organization shall execute an indemnification / hold harmless letter protecting Burlington County.
- q. Burlington County has the right to rescind its approval at any time if any condition herein is not being complied with.
- r. All necessary paperwork shall be filed with the Office of the Burlington County Engineer within ~~45~~ days of the scheduled event.

LO

Document Prepared By:

RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement, dated _____, 2021, is given

BY the _____ and

_____ (hereafter, "Releasors")

TO the Releasees, COUNTY OF BURLINGTON, BURLINGTON COUNTY BOARD OF COMMISSIONERS, their agents, servants and/or employees with offices located at 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060 (hereafter "Board" or "Releasee");

WITNESSETH:

As a specific term and condition of Releasee allowing Releasor "_____" the Burlington County right-of-way for operation of the _____ on _____ on the date of _____ per Releasor's request of _____ (a copy of which is attached); Releasor acknowledges and recognizes that execution of a "Release and Indemnification Agreement" shall be required.

This "Release and Indemnification Agreement" specifically only grants authorization to utilize the County right-of-way located as referenced in _____ Township/ Borough/City, New Jersey.

1. **Release.** Releasors gives up any and all claims and rights, title and interest which Releasors may or will have against Releasees. This releases all claims, including those of which Releasors is not aware and those not mentioned in this Release, as well as any and all future claims it reasonably should know. The Release pertains to any activity on _____ (or rescheduled date) dealing with the _____.

2. **Insurance.** Releasors shall secure and maintain the following insurance coverage:

Commercial General Liability including Products/Completed Operations of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 annual aggregate.

Releasors agree to provide the County of Burlington with a Certificate of Insurance which names the Burlington County Board of Commissioners as Additional Insureds under General Liability coverage. A Certificate of Insurance shall be issued to:

Burlington County Board of Commissioners
49 Rancocas Road, P.O. Box 6000
Mount Holly, NJ 08060
Attn: Insurance and Risk Management Division

All insurance coverage of Releasor shall be primary to that of the Releasee. Any and all applicable preconditions to coverage including but not limited to deductibles and/or self-insured retentions are the responsibility of the Releasor and shall be satisfied by the Releasor. Releasee shall be afforded at least 30 days Notice of Cancellation of said insurance coverages by Releasor.

3. Indemnification. Releasors agree to defend, indemnify and hold harmless the Releasee, their officers, employees, agents and assigns against all injuries, losses, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees and costs, which may accrue as a result of any loss or injury, including death, suffered as a result of any condition or action occurring within the existing Road Right of Way and parking facilities on which any property, building, structure, appurtenance or fixture of Releasors as a result of Releasor's intentional, reckless, and negligent acts arising out of the operation described in this agreement. Releasors also agrees to defend, indemnify and hold harmless the Releasees, their officers, employees, agents and assigns against all injuries, losses, suits, liabilities, judgments, costs, and expenses, including attorneys' fees and costs, which may accrue as a result of persons alleging the Releasees, their officers, employees, agents and assigns were negligent in providing this authorization to the Releasors.

Releasees agree to defend, indemnify and hold harmless the Releasor, their officers, employees, agents and assigns against all injuries, losses, suits, liabilities, judgments, costs, and expenses, including attorneys' fees and costs, which may accrue as a result of any loss or injury, including death, suffered as a result of any condition or action occurring within the existing Road Right of Way and parking facilities on any property, building, structure, appurtenance or fixture of Releasees as a result of Releasee's intentional, reckless, and negligent acts.

4. Who is Bound. Releasors are bound by this Release and Indemnification Agreement. Anyone who succeeds to Releasors' rights and responsibilities is also bound. This Release and Indemnification Agreement and the obligations undertaken herein cannot be assigned except to Releasors' successor in interest. Such successor of Releasors shall be bound to these obligation as set forth herein and it shall be Releasors's

obligation to properly notify such successor. This Release and Indemnification Agreement is made for Releasees' benefit and all who succeed to their rights and responsibilities such as their heirs or successors in interest. This document shall continue in perpetuity for the benefit of Releasor and may only be released by mutual agreement of the parties which agreement shall be evidenced in writing.

5. In the Event of Breach. In the event the Releasors breaches this Agreement, or otherwise seeks to bring a claim that is waived and released herein, Releasees shall first provide notice of such breach to Releasor. Such notice will be provided by regular mail and certified mail R.R.R. Releasor shall cure such breach on or before thirty (30) calendar days of transmission of notice of such breach by Releasee.

Should Releasors not cure said breach of this Agreement within the specific thirty (30) calendar day period, Releasee shall be entitled to use "self help" to cure said breach should Releasee desire in addition to obtaining all other relief provided by law or equity in addition to Releasees' attorneys' fees and costs.

Releasee shall also be entitled to obtain "forced placed" insurance and recover the costs of such coverage, if necessary, from Releasors in the appropriate legal forum.

6. Partial Invalidity. If any section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any section is restrained by such tribunal, the application of any and all other sections, other than those which have been held invalid, shall not be affected.

7. Miscellaneous. All executed copies of this Agreement, and photocopies thereof, shall have the same force and effect and shall be as legally binding and enforceable as the original.

8. Entire Agreement; Amendments. This Release and Indemnification Agreement sets forth the entire and final agreement between and among the parties. This Release and Indemnification Agreement supersedes all prior or contemporaneous agreements, offers, demands, negotiations, representations, discussions or communications, whether oral or written, with respect to any subject matter of this agreement. No representations, warranties or promises have been made by or to any party to this agreement with respect to the subject matter of the agreement other than as expressly set forth herein. In deciding whether to enter into this agreement, Releasors is not relying on any promises, statements or representations other than those that are expressly set forth herein. This Agreement shall not be modified or amended except by a further written agreement signed by the parties.

This Release shall be construed as having been entered into and made in the State of New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. Term. This Release and Indemnification shall apply to the time frame which Releasor has requested.

10. **Attorney Review.** Releasors have had the opportunity to review this with an attorney. If Releasors did not consult with an attorney before signing this form, Releasors knows that it is still bound by the statements and conditions in this form.

11. **Authorization.** Releasors acknowledge that they are authorized by Resolution or other authorization, to execute this document. A copy of such authorization is attached hereto and made a part of this document by reference.

12. **Signature.** RELEASOR, BY SIGNING THIS AGREEMENT, UNDERSTANDS AND INTENDS THAT IT HAS WAIVED ALL CLAIMS AGAINST THE RELEASEES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND OTHER AGENTS, INCLUDING ALL CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, DEATH OR PAYMENT OF ATTORNEYS' FEES AND COSTS, ARISING OUT OF THE ACTIVITIES DESCRIBED IN THIS AGREEMENT AND DUE TO THE INTENTIONAL, RECKLESS OR NEGLIGENT ACTS OF THE RELEASOR AND CERTIFIES THAT RELEASOR ENTERS INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND AFTER HAVING CONSULTED WITH AND HAVING THE OPPORTUNITY TO CONSULT WITH RELEASORS'S ATTORNEY AND REVIEW THIS DOCUMENT IN ITS ENTIRETY.

RELEASEE

BURLINGTON COUNTY BOARD
OF COMMISSIONERS

BY: _____
Eve A. Cullinan
County Administrator

WITNESS: _____

RELEASOR:

Township/Organization

BY: _____

WITNESS: _____

ENTITY

BY: _____

WITNESS: _____

(STATE OF NEW JERSEY)

SS.:

(COUNTY OF BURLINGTON)

I certify that on _____, Eve A. Cullinan, personally came before me and acknowledged under oath, to my satisfaction, that:

(a) she is the County Administrator, the proper corporate officer of the Corporation named in this Release and Indemnification Agreement;

(b) _____, is the attesting witness to the signing of the Release and Indemnification Agreement by Eve A. Cullinan, the County Administrator of the Corporation;

(c) this Release and Indemnification Agreement was signed by the Corporation as its voluntary act;

(d) the proper seal of the Corporation is affixed to this Release and Indemnification Agreement;

(e) this proof is signed to attest to the truth of these facts; and

Name:
Title:
Burlington County

Sworn and Subscribed to

before me this ___ day

of _____, 2021.

(STATE OF NEW JERSEY)

SS.:

(COUNTY OF BURLINGTON)

I certify that on _____, _____ personally came before me and acknowledged under oath, to my satisfaction, that:

(a) he/she is the _____, the proper corporate officer of the Corporation named in this Release and Indemnification Agreement;

(b) _____, the _____, is the attesting witness to the signing of the Release and Indemnification Agreement by _____, the _____ of the Corporation;

(c) this Release and Indemnification Agreement was signed by the Corporation as its voluntary act;

(d) the proper seal of the Corporation is affixed to this Release and Indemnification Agreement;

(e) this proof is signed to attest to the truth of these facts; and

TOWNSHIP/ORGANIZATION

Signed and subscribed to

before me this _____ day

of _____, 2021.

RELEASE AND INDEMNIFICATION AGREEMENT

Dated:

Releasor,

TO

BURLINGTON COUNTY BOARD
OF COMMISSIONERS,

Releasee.

Record and return to:

49 Rancocas Road - Room 225
P.O. Box 6000
Mt. Holly, NJ 08060

BURLINGTON COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
(856) 642-3700

FOR COUNTY USE ONLY
Application #: _____
Received on: _____

Hand Deliver/Fed Ex/UPS:
1900 Briggs Road
Mount Laurel NJ 08054

USPS Mail:
P.O. Box: 6000
Mount Holly, NJ 08060

APPLICATION FOR ROAD OCCUPANCY PERMIT

**REQUIRED FOR ANY AND ALL WORK OR EVENTS
OCCURRING WITHIN THE COUNTY RIGHT-OF-WAY**

Applicant's Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Daytime Phone: _____ Fax: _____

Co-Applicant's Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Daytime Phone: _____ Fax: _____

24 Hour Emergency Contacts: Name: _____ Phone Number: _____
(Required)

Name: _____ Phone Number: _____

I/we request a Permit for the Use and Occupancy of the Right of Way of County Route No. _____

Further identified as (road name) _____

Located in (municipality) _____ Lane: NB SB EB WB

At a point (distance in feet) _____ Direction North South East West

From (intersecting road, street or landmark) _____

Anticipated Start Date: _____ Duration of Work: _____

The applicant shall attach plans showing the location and pertinent work/activity details and all other required information per the **Burlington County Board of Chosen Freeholders Policy, Procedures and Specifications Manual for: Road Occupancy, Road Opening, Driveway Access, Charitable Solicitation and Municipal Events.**

Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A.59:1-1 et seq., I/we will be responsible for personal injuries and property damage caused by the actions of ourselves, our agents, servants and employees which arise out of or which are claimed to arise out of this Permit. Any such claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

Applicant shall submit this application and six (6) copies of site-specific traffic control plans showing the proposed work area, maintenance and protection of traffic installation, and data necessary for a complete understanding of the request. Traffic control plans must conform to the latest "manual on uniform traffic control devices" standards as well as the current "new jersey department of transportation safety set-up guide" and section 10 of the policy referenced above. The county will not be responsible for any errors, omissions or misinformation given in the application and/or on the accompanying plans.

INSTRUCTIONS TO APPLICANTS FOR ROAD OCCUPANCY

Submit application fee with this form. Permit fee will be determined by County Engineer.
Make Check payable to **'Burlington County Treasurer'**. Cash will not be accepted. Fees are non-refundable.

Check appropriate box below according to type of activities on County Road. Submit proper form along with Road Occupancy Application. Incomplete application/form will not be processed.

- ROAD OPENING AND DRIVEWAY ACCESS FORM – Required for any excavation work within County right-of-way and/or any new driveway access, alteration to existing driveway access, or any change in use of an existing driveway access.
- CHARITABLE SOLICITATION FORM – Required for any solicitation within County right-of-way.
- MUNICIPAL EVENT FORM – Required for any municipal or public event which occurs within County right-of-way and/or may impact traffic on a County Road.

Check and initial appropriate boxes:

- | | Initial(s) |
|---|------------|
| 1. <input type="checkbox"/> Included is the required Application Fee in the amount of \$ _____
(Refer Appendix A of Policy for application fee schedule) | _____ |
| 2. <input type="checkbox"/> I/we have attached Certificate of Insurance information as required in Section 9 of Policy. | _____ |
| 3. <input type="checkbox"/> I/we have a County approved Traffic Control Plan through an approved BCPB # _____
OR | _____ |
| <input type="checkbox"/> Included are 6 copies of a site-specific traffic control plan for review. | _____ |
| 4. <input type="checkbox"/> I/we understand that no refunds will be made after an application has been filed. | _____ |
| 5. <input type="checkbox"/> Required contact information for all subcontractors is attached to this application | _____ |
| 6. <input type="checkbox"/> I/we certify that all required information is correct and accurate | _____ |

(Signature of Applicant)

(Date)

(Print or Type Your Name)

(Company & Title)

(Signature of Co-Applicant)

(Date)

(Print or Type Your Name)

(Company & Title)

APPLICATION TO SOLICIT CONTRIBUTIONS IN PUBLIC ROADWAYS

WASHINGTON TOWNSHIP

Date of Application: _____

Name of Applicant Organization _____

Address _____

Telephone Number _____ Fax Number _____

Contact Person _____

Specific Location of Proposed Solicitation _____

Dates and Times of Proposed Solicitation _____

Is the location on a County roadway or intersection with a County road? [] Yes [] No

If "Yes" A Copy of Township Authorization will be forwarded by **Township Clerk** to the Burlington County Board of Chosen Freeholders.

Is the location on a State Highway or intersection with a State Highway [] Yes [] No

If "Yes", authorization from the State Commissioner of Transportation of the State of New Jersey will be required. It is the **organization's responsibility** to obtain this authorization.

Describe the manner in which motorist solicitation will be conducted, and outline the procedures to be used to insure the safety of the public.

******Be advised that no individual under 18 years of age may perform any charitable solicitation on any roadway within Washington Township******

Applicant (Print Name)

Signed by Authorized Representative

For Township Clerk's Use Only

Date Received _____

Presented to Board of Commissioners _____

Approved _____

Disapproved _____

BURLINGTON COUNTY ENGINEERS OFFICE TRAFFIC OPERATIONS CENTER

DAILY LANE AND SHOULDER CLOSURE REQUEST FOR MUNICIPAL EVENTS

TRAFFIC OPERATIONS CENTER

1900 BRIGGS ROAD
MOUNT LAUREL, NJ 08054

MAILING ADDRESS

P O BOX 6000
MOUNT HOLLY, NJ 08060

EMAIL

PHONE: 856 - 642 - 3720

TOC@BCTraffic.org

FAX: 856 - 642 - 3730

TRAFFIC INTERFERENCE REPORT

DATE OF REQUEST:

SUPERVISOR:

DEPARTMENT:

OFFICE PHONE:

ORGANIZATION:

OFFICE FAX #:

CELL #:

BURLINGTON COUNTY ROUTE: #

M / POST:

INTERSECTION:

MUNICIPALITY:

DATE OF EVENT:

HOURS OF EVENT:

SPECIAL EVENT:

ALCOHOL TO BE SOLD, PERMIT ACQUIRED:

WEATHER DEPENDANT:

RAIN DATE:

DIRECTION

NB
SB
EB
WB

LANES CLOSED

ALL LANES:
CURB LANE:
CENTER LANE:
PASSING LANE:

TRAFFIC CONTROL

ALTERNATING TRAFFIC
STAGING CHANGE
SLOW / CLOSING ROAD
MOVING OPERATION

TRAFFIC INTERFERENCE REPORT: (EXPLAIN TRAFFIC CLOSURE SHALL INCLUDE TRAFFIC CONTROL PLAN.)

TOTAL NUMBER OF LANES IMPACTED:

NUMBER OF LANES TO BE CLOSED:

PORTABLE VMS USE: YES:

NO:

LOCATION:

REQUIRED PAPERWORK:

TRAFFIC CONTROL PLAN ATTACHED:

OPERATIONAL PLAN ATTACHED: