

# **RESOLUTIONS**

**2011**

**114 THROUGH 137**

28  
11

**TOWNSHIP OF WILLINGBORO**  
**ALLOWING FOR THIRD QUARTER ESTIMATED TAX BILLS**  
**RESOLUTION 2011---114**

**WHEREAS, due to the late adoption of the 2011 County Taxes, County Board of Taxation is unable to certify the tax rate for the 2011; and**

**WHEREAS, without the 2011 certified tax rate, the Tax Collector of Willingboro township will be unable to issue 2011 tax bills on a timely basis; and**

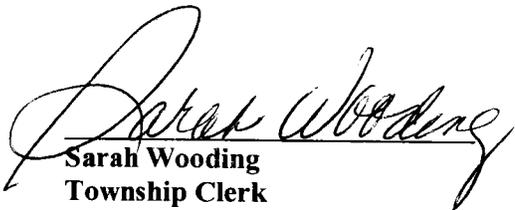
**NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 14<sup>th</sup> day of June, 2011 as follows:**

- 1. The Tax Collector of Willingboro Township be hereby authorized and directed to prepare and issue estimated tax bills for Willingboro Township for the Third installment of 2011 taxes.**
- 2. The entire estimated tax levy for 2011 is hereby set \$62,004,696.02 (which does not exceed the 105% allowed of the previous year's tax levy). The estimated tax rate for 2011 is set at \$3.275.**

  
\_\_\_\_\_

**Eddie Campbell, Jr.**  
**Mayor**

**Attest:**

  
\_\_\_\_\_  
**Sarah Wooding**  
**Township Clerk**

Recorded Votes	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

cc: *Monica  
Paley  
Annie  
Corrine*

**RESOLUTION NO. 2011 – 115  
A RESOLUTION REJECTING BIDS SUBMITTED FOR  
REHABILITATION OF NSP PROPERTY 46 BUTTERCUP LANE**

**WHEREAS**, the Township Council of the Township of Willingboro requested that separate bids be submitted for the Construction and renovation of the each following properties: 46 Buttercup Lane, Willingboro; and

**WHEREAS**, sealed bids were received, on May 20, 2011 from the following contractors for Property:

- #1 J.H. Williams Enterprises
  - #2 Crest Construction
  - #3 M.D. Remodeling
- and

**WHEREAS**, the Township Council of the Township of Willingboro has determined that it is in its best interest to reject all bids in accordance with the attached Bid Opening Tabulation and Notification; and

**WHEREAS**, it appears to be in the best interest of the Township of Willingboro to reject bids submitted, in accordance with N.J.S.A. 40A:11-1, et seq., whereby a contracting unit may reject bids that exceed the acceptable cost estimates and /or have submitted incomplete required documentation; and

**WHEREAS**, in order to continue to maintain the integrity of the bid process, when a subsequent request for proposal (RFP) is advertised, the Clerk is directed to see that each bidder receives a copy of the RFP with any addenda.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of June, 2011, that all the requests for bids for the 46 Buttercup Lane Rehabilitation project are hereby rejected.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be provided to the bidders for their information and attention.

*Eddie Campbell, Jr.*  
Eddie Campbell, Jr.  
Mayor

Attest:  
*Sarah Wooding*  
Sarah Wooding  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayers	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

**CERTIFICATION**

I, Sarah Wooding, hereby certify as follows:

1. I am the Clerk of the Township of Willingboro, Burlington County, New Jersey and am personally familiar with the facts herein.

2. I received separate sealed bids on May 20, 2011 from the following vendors for the NSP properties:

Bid for NSP property 46 Buttercup Lane, Willingboro

#1 J.H. Williams Enterprises

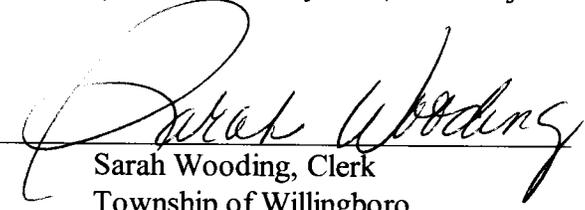
#2 Crest Construction

#3 M.D. Remodeling

3. The Township of Willingboro has determined that it is in its best interest to reject and return the bids based upon the bid opening tabulation which indicates that the bids either exceeds acceptable cost estimate range and program budget or bid packages submitted were incomplete and therefore unacceptable.

4. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 6/14/2011

  
\_\_\_\_\_  
Sarah Wooding, Clerk  
Township of Willingboro



**CGP&H**

Community Grants, Planning & Housing  
Good People. Great Results.

509 Abbington Drive, East Windsor, NJ 08520  
www.cgph.net 609 371 1937 Fax: 609 371 1776

June 13, 2011

Mayor and Council of the Township of Willingboro

Township of Willingboro  
1 Salem Road  
Willingboro, NJ 08046

Re: Results of the May 20, 2011 Bid Opening for NSP rehabilitation job at 46 Buttercup Lane

Dear Mayor and Council of Willingboro Township;

The work was placed out to bid. Bids were opened on May 20, 2011 and reviewed subsequent to the bid opening. Following are the results;

Two of the bidding contractors submitted incomplete or incorrect bid packages. The remaining bid exceeded the cost estimate range and program budget. See attached Bid Tabulation and bid review sheets which has further explanation of what made the packages incomplete.

Since under Public Bid law the bid packages must be complete to be consider for award, it therefore is our recommendation to place the work out for rebid. This is the third time this scope of work is going out to bid.

Sincerely,

Corinne Markulin  
CGP&H on behalf of Willingboro Neighborhood Stabilization Program.

**TOWNSHIP OF WILLINGBORO  
NEIGHBORHOOD STABILIZATION PROGRAM**

**BID OPENING TABULATION / CONTRACTOR SELECTION / NOTIFICATION**

46 Buttercup Lane, Willingboro

Bid Opening: Date: 5/20/11

Time: 12:00 P.M.

Sarah Wooding, Patti Conrad

Attending Staff:

Bidding Contractor	Bid Proposal Base	Bid Proposal Options	Bid Proposal Total	Comments
J. H. Williams Enterprises	\$148,520	\$3,000	\$151,520	Bid exceeds acceptable cost estimate range and Program budget.
Crest Construction	\$95,600	\$3,800	\$99,400	Bid Package Incomplete- missing forms from revised bid package notification.
M.D. Remodeling	\$117,424	\$3,960	\$121,384	Bid Package missing contractor's written acknowledgment of addendum and missing lead abatement contractor and corresponding public works registration.

The Township of Willingboro, who is the owner of the property referenced above, has reviewed the bid proposals and comments (if any) above and have decided to:

Accept the low bid amount of \_\_\_\_\_ made by \_\_\_\_\_ contractor name

Other: \_\_\_\_\_

\_\_\_\_\_  
Willingboro Township

\_\_\_\_\_  
Date





Resol. 2011-116

Exec Session  
not needed

RESOLUTION NO. 2011 - 117

A RESOLUTION AWARDING A BID FOR  
RENOVATION TO MUNICIPAL COMPLEX  
PHASE III

cc. Eagle  
B.H.  
D. W.  
M. J.  
C. J.

**WHEREAS**, on March 22, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the renovation of the Municipal Complex (Phase II); and

**WHEREAS**, a mandatory pre-bid conference was held for with prospective bidders on March 30, 2011; and

**WHEREAS**, bids have been received, opened and read in public on Tuesday, April 19<sup>th</sup>, 2011; and

**WHEREAS**, statute mandates that the Township award the contract to the lowest responsible bidder and the low bid may only be rejected when the bidder is determined to be not responsible or his or her bid is determined to be non-responsive; and

**WHEREAS**, the bid of Eagle Construction Services, Inc. was reviewed by the Township's professionals including the Architect who prepared the specifications, the Township Solicitor, and Township Clerk ; and

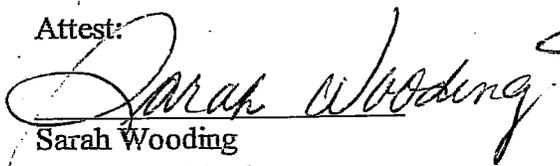
**WHEREAS**, the Township's professionals have determined that Eagle Construction Services, Inc.'s bid met the all qualifications required by the bid specification and that Eagle Construction Services, Inc. submitted the lowest responsible bid; and

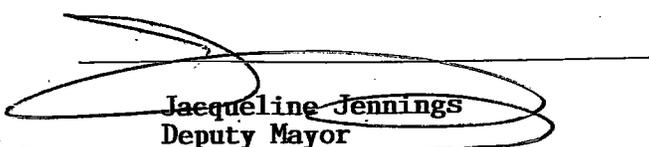
**WHEREAS**, the Township Council has upon its consideration and review determined that Eagle Construction Services, Inc., is the responsible lowest bidder and that therefore, it is in the best interest of the Township to accept the bid of Eagle Construction Services, Inc., of 1624 Jacksonville Road, Burlington, New Jersey 08016, in the amount of \$2,318,514.00.

**WHEREAS**, funds are available for this purpose as indicated by the attached Treasurer's Certification.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of June 2011, hereby accepts the bid of Eagle Construction Services, Inc. for the Renovation of the Municipal Complex Phase 3; and that the bids be spread upon the minutes of this meeting.

Attest:

  
Sarah Wooding  
Township Clerk

  
Jacqueline Jennings  
Deputy Mayor

Township Clerk

<b>Recorded Vote</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilman Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Ayrer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Gordon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Certification Of Availability of Funds  
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This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 06/28/11  
Resolution Number: 2011-117

Vendor: EAGLE EAGLE CONSTRUCTION SERVICE INC  
1624 JACKSONVILLE ROAD  
BURLINGTON, NJ 08016

Contract: C1-00004 EAGLE CONST-PHASE 3 RENOVATION

Account Number	Amount	Department Description
C-04-55-906-001-901	61,213.20	GENERAL CAPITAL 2006
C-04-55-910-000-001	2,257,300.80	2010 CAPITAL ORDINANCE
Total	2,318,514.00	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

**Sarah Wooding**

*Call Raul. 117-2011*

**From:** Carlos Raul Rodriguez, AIA [crrarch@verizon.net]  
**Sent:** Wednesday, June 22, 2011 12:04 PM  
**To:** 'Jennifer Farley'  
**Cc:** 'Victor J. DiAnna'; 'Vincent Pocino'; 'Tracy M. Zimmerman'; 'Wayne Dickinson'; 'Duane J. Wallace'; 'cristal bowie'; 'Sarah Wooding'  
**Subject:** RE: Willingboro Phase III Alts.

Jennifer,

I want to kindly direct your attention to Section VIII.E of the Instruction to Bidders (below). As I mentioned yesterday, additional information is provided in Section 00590 of the Project Manual.

**VIII. METHOD OF CONTRACT AWARD**

- A. The length of the contract shall be stated in the contract. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The Contractor receiving the construction contract award shall prepare and submit to the Township of Willingboro an AIA Document A105/205 Combination Standard Form of Agreement Between Owner and Contractor for a Small Project and General Conditions of the Contract for Construction of a Small Project (1993) within ten (10) days for review and execution. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Owner, either by Resolution, Ordinance or another lawful manner.

Again, the purpose of my call was to help expedite the process by suggesting to prepare the contract in advance and have it ready for signature once a resolution is passed. Perhaps, it may be better to wait.

If either the Township or the Contractor wish to handle the contract differently, please let me know and I will be happy to assist.

Thank you,

Carlos Raul Rodríguez, AIA, CID

CRR Architect  
1961 Browning Road  
Pennsauken, NJ 08110-2941  
(856) 663-0606  
(856) 663-3216 FAX  
[crrarch@verizon.net](mailto:crrarch@verizon.net)  
[6092209550@txt.att.net](mailto:6092209550@txt.att.net)

**From:** Jennifer Farley [<mailto:jfarley@eagle1construction.com>]  
**Sent:** Wednesday, June 22, 2011 9:13 AM  
**To:** [crrarch@verizon.net](mailto:crrarch@verizon.net)  
**Cc:** Victor J. DiAnna; Vincent Pocino; Tracy M. Zimmerman; Wayne Dickinson  
**Subject:** Willingboro Phase III Alts.

Good Morning Carlos,

I spoke to Victor regarding Eagle preparing the AIA Contracts for the above project. As I stated on the phone yesterday, we have never been asked nor performed the contracts for the owner.

Either the owner or you firm should prepare the documents accordingly.

Thank you, Jennifer

**Jennifer Farley**  
**Jennifer Farley**  
**Eagle Construction Services, Inc.**  
**1624 Jacksonville Road**  
**Burlington, NJ 08016**  
**Phone: 609-239-8000**  
**Fax: 609-239-8008**  
**Email: [jfarley@eagle1construction.com](mailto:jfarley@eagle1construction.com)**

**RESOLUTION NO. 2011—118**

**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT  
BETWEEN WILLINGBORO TOWNSHIP AND MT. LAUREL TOWNSHIP**

**WHEREAS, Mt. Laurel Township has requested an inter-local agreement with Willingboro Township for Animal Control Services; and**

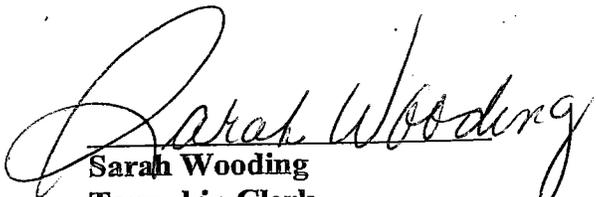
**WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an inter-local service agreement.**

**NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28<sup>th</sup> day of June, 2011, that the Mayor and Clerk are hereby authorized to sign the attached Inter-Local Services Agreement (January 1, 2011 through December 31, 2011).**

**BE IT FURTHER RESOLVED, that copies of this resolution be provided to Mt. Laurel Township, the Finance Office and the Police Department for their information and attention.**

  
**Jacqueline Jennings**  
**Deputy Mayor**

**Attest:**

  
**Sarah Wooding**  
**Township Clerk**

**Recorded Vote**  
**Councilman Anderson**  
**Councilman Ayrer**  
**Councilman Gordon**  
**Deputy Mayor Jennings**  
**Mayor Campbell**

<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/>			
			<input checked="" type="checkbox"/>

## Inter-Local Agreement For the Provision of Animal Control services

This Agreement made this 28th day of June, 2011, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and the Township of Mt. Laurel, a Municipal Corporation with Principal offices at 100 Mount Laurel Rd. Mount Laurel, NJ 08054, New Jersey, hereinafter called "Mt Laurel Twp," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Mt Laurel Twp.

This Agreement shall be for a One (1) Year term commencing on January 1, 2011, and ending December 31, 2011. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Mt Laurel Twp to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint

#### Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

#### Coverage:

An Animal Control Officer will issue summonses and testify in court for alleged violations of Mt Laurel Twp ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that a qualified animal control officer designated by the Township of Willingboro shall be away for an extended period, do to injury or illness, Willingboro shall replace said animal control officer with another qualified person, but if the officer is ill or injured for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Mt Laurel Twp shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Mt Laurel Twp, the cost of required veterinarian care shall be the responsibility of Mt Laurel Twp.

It is hereby agreed that the ordinary hours shall be between 7 am and 8pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

Financials:

Mt Laurel Twp shall pay a fee of \$15,000 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

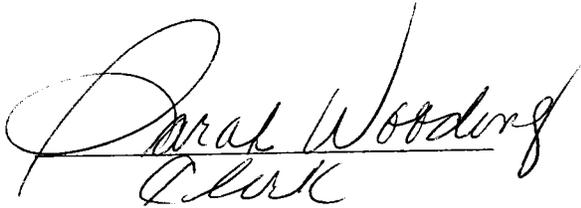
Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Mt Laurel Twp, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:

Township of Willingboro

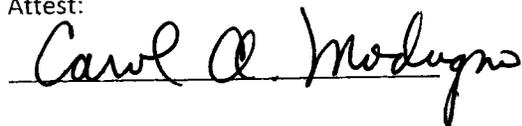
  
Carol Woodring  
Clerk

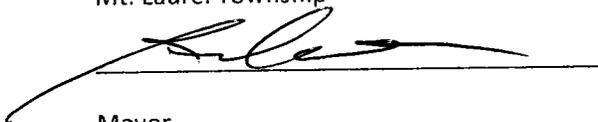


Mayor

Attest:

Mt. Laurel Township

  
Carol A. Modugno



Mayor

CAROL A. MODUGNO  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 9/12/2011



A Naturally Better Place to Be.

July 5, 2011

Ms. Patricia Halbe  
Mt. Laurel Township  
100 Mt. Laurel Road  
Mt. Laurel, NJ 08054

Re: Resolution 2011-118

Dear Ms. Halbe,

Enclosed is a copy of Resolution 2011-118 an Agreement for Animal Control Services, which was adopted at the Willingboro Township Council meeting of June 28, 2011.

Sincerely,

Sarah Wooding  
Township Clerk

Encl.

RESOLUTION 2011--119

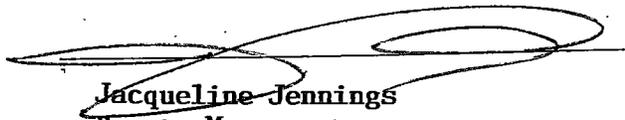
**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND DELANCO TOWNSHIP FOR THE PROVISION OF ANIMAL CONTROL SERVICES**

WHEREAS, Delanco Township has requested an inter-local agreement with Willingboro township for Animal Control Services; and

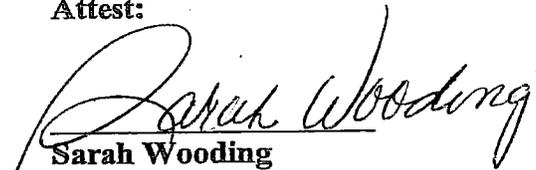
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an inter-local service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session the 28<sup>th</sup> day of June, 2011, that the Mayor and Clerk are hereby authorized to sign the attached Inter-local Services Agreement (February 1, 2011 through January 31, 2012).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Delanco Township, the Finance Office and the Police Department for their information and attention.

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

	Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson		✓			
Councilman Ayrer		✓			
Councilman Gordon		✓			
Deputy Mayor Jennings		✓			
Mayor Campbell					✓

Shared Services Agreement  
For the Provision of Animal Control services

This Agreement made this 28<sup>th</sup> day of June, 2011, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Delanco Township, a Municipal Corporation with Principal offices at 770 Coopertown Road, Delanco, New Jersey, hereinafter called "Delanco Township," for animal control services.

This Agreement is entered into by the Parties pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

Willingboro hereby agrees to perform animal control Services for Delanco Township and shall serve as the employer and lead agency under this Agreement.

This Agreement shall be for a One (1) Year term commencing on February 1, 2011, and ending January 31, 2012. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Delanco Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Coverage:

An Animal Control Officer will issue summonses and testify in court for alleged violations of Delanco Township ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that a qualified animal control officer designated by the Township of Willingboro shall be away for an extended period, do to injury or illness, Willingboro shall replace said animal control officer with another qualified person, but if the officer is ill or injured for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Delanco Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Delanco Township, the cost of required veterinarian care shall be the responsibility of Delanco Township.

It is hereby agreed that the ordinary hours shall be between 7 am and 8pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

#### Financials:

Delanco Township shall pay a fee of \$8,800 (\$800 per Month) *(Note: this figure assumes an 11 month time-frame; if we such to 12 month time-frame it will be \$9,600)*, plus the cost of overtime for court that is generated by Animal Control, per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Delanco Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted for under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

**DISPUTES CONCERNING THE AGREEMENT.** Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

STEP A: The Parties Township Administrators shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agreed upon by the Parties, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved in Step A, then, pursuant to N.J.S.A. § 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration prior to any action being filed in a court of competent jurisdiction. Any costs associated with arbitration shall be borne equally by both parties.

**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.

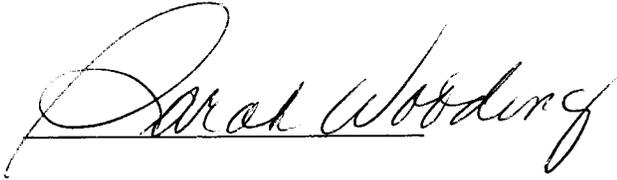
**ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

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

**WAIVER.** Failure to insist upon strict compliance with any of the 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 other 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.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:



A handwritten signature in cursive script, appearing to read "Sarah Woodring", written over a horizontal line.

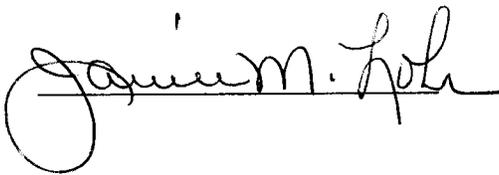
Township of Willingboro



A handwritten signature in cursive script, appearing to read "John Campbell", written over a horizontal line.

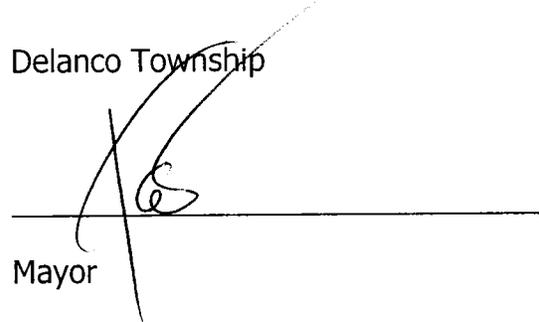
Mayor

Attest:



A handwritten signature in cursive script, appearing to read "James M. Loh", written over a horizontal line.

Delanco Township



A handwritten signature in cursive script, appearing to read "James M. Loh", written over a horizontal line.

Mayor

**RESOLUTION 2011--119**

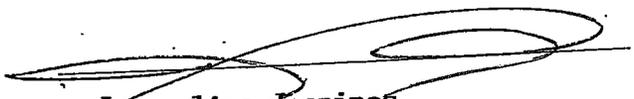
**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT BETWEEN  
WILLINGBORO TOWNSHIP AND DELANCO TOWNSHIP FOR THE  
PROVISION OF ANIMAL CONTROL SERVICES**

**WHEREAS, Delanco Township has requested an inter-local agreement with  
Willingboro township for Animal Control Services; and**

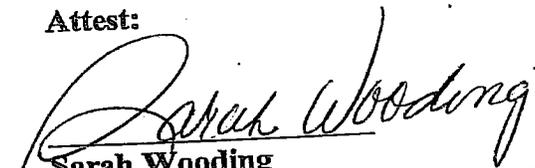
**WHEREAS, Willingboro Township has determined that it is reasonable to provide  
the services based on an inter-local service agreement.**

**NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session the 28<sup>th</sup> day of June, 2011, that the  
Mayor and Clerk are hereby authorized to sign the attached Inter-local Services  
Agreement (February 1, 2011 through January 31, 2012).**

**BE IT FURTHER RESOLVED, that copies of this resolution be provided to  
Delanco Township, the Finance Office and the Police Department for their information and  
attention.**

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Vote  
Councilman Anderson  
Councilman Ayrer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>			
			<input checked="" type="checkbox"/>

TOWNSHIP OF DELANCO  
RESOLUTION 2011-37

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES  
AGREEMENT WITH THE TOWNSHIP OF WILLINGBORO FOR THE PROVISION  
OF ANIMAL CONTROL SERVICES

**WHEREAS**, the Township of Delanco has determined to provide for animal control services through a shared services agreement with the Township of Willingboro; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A.40A:11-1 et seq., the Township of Delanco may enter into an agreement with the Township of Willingboro without public advertising for bids and bidding therefore; and

**WHEREAS**, pursuant to the new Jersey Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1 et seq., the Township of Delanco may enter into an agreement with the Township of Willingboro for the provision of animal control services by the Township of Willingboro and for any term agreed upon by the parties; and

**WHEREAS**, the Township of Delanco has determined that it desires to enter into an agreement with Willingboro Township for said services.

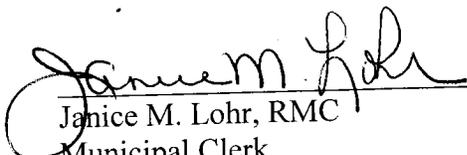
**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Delanco as follows:

Section 1. The Mayor of the Township of Delanco is hereby authorized and directed to execute a Shared Services Agreement with the Township of Willingboro for Animal Control Services, which Agreement shall be deemed a part hereof as if fully set forth herein,

Section 2. The Township Clerk is hereby authorized and directed to attest to the signature of the official of the Township of Delanco named in Section 1 hereof, and to affix on the execution counterparts of the Agreement, the official seal of the Township of Delanco.

Section 3. This Resolution shall take effect immediately.

THIS IS CERTIFICATION THAT THE FOREGOING RESOLUTION WAS  
ADOPTED AT A MEETING OF THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF DELANCO ON FEBRUARY 7, 2011

  
\_\_\_\_\_  
Janice M. Lohr, RMC  
Municipal Clerk

Shared Services Agreement  
For the Provision of Animal Control services

*Official Copy*

This Agreement made this 28<sup>th</sup> day of June, 2011, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Delanco Township, a Municipal Corporation with Principal offices at 770 Coopertown Road, Delanco, New Jersey, hereinafter called "Delanco Township," for animal control services.

This Agreement is entered into by the Parties pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

Willingboro hereby agrees to perform animal control Services for Delanco Township and shall serve as the employer and lead agency under this Agreement.

This Agreement shall be for a One (1) Year term commencing on February 1, 2011, and ending January 31, 2012. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Delanco Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Coverage:

An Animal Control Officer will issue summonses and testify in court for alleged violations of Delanco Township ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that a qualified animal control officer designated by the Township of Willingboro shall be away for an extended period, do to injury or illness, Willingboro shall replace said animal control officer with another qualified person, but if the officer is ill or injured for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Delanco Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Delanco Township, the cost of required veterinarian care shall be the responsibility of Delanco Township.

It is hereby agreed that the ordinary hours shall be between 7 am and 8pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

#### Financials:

Delanco Township shall pay a fee of \$8,800 (\$800 per Month) *(Note: this figure assumes an 11 month time-frame; if we such to 12 month time-frame it will be \$9,600)*, plus the cost of overtime for court that is generated by Animal Control, per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Delanco Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

**DISPUTES CONCERNING THE AGREEMENT.** Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

STEP A: The Parties Township Administrators shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agree upon by the Parties, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved in Step A, then, pursuant to N.J.S.A. § 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration prior to any action being filed in a court of competent jurisdiction. Any costs associated with arbitration shall be borne equally by both parties.

**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.

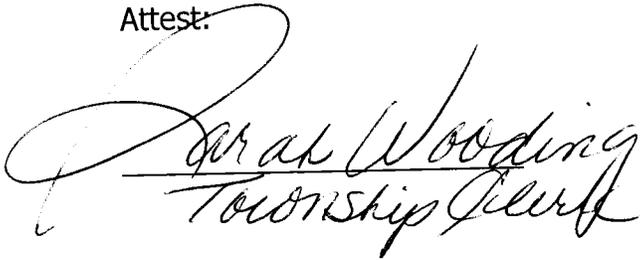
**ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

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

**WAIVER.** Failure to insist upon strict compliance with any of the 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 other 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.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:

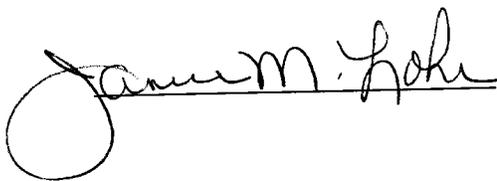
  
Sarah Woodring  
Township Clerk

Township of Willingboro

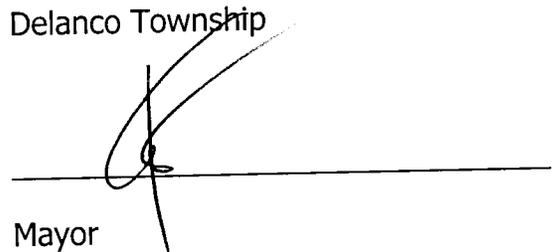


Mayor

Attest:

  
Janice M. Loh

Delanco Township



Mayor

**RESOLUTION 2011--119**

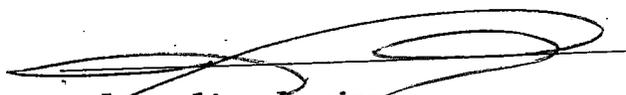
**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT BETWEEN  
WILLINGBORO TOWNSHIP AND DELANCO TOWNSHIP FOR THE  
PROVISION OF ANIMAL CONTROL SERVICES**

**WHEREAS, Delanco Township has requested an inter-local agreement with  
Willingboro township for Animal Control Services; and**

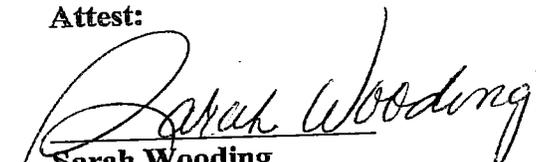
**WHEREAS, Willingboro Township has determined that it is reasonable to provide  
the services based on an inter-local service agreement.**

**NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session the 28<sup>th</sup> day of June, 2011, that the  
Mayor and Clerk are hereby authorized to sign the attached Inter-local Services  
Agreement (February 1, 2011 through January 31, 2012).**

**BE IT FURTHER RESOLVED, that copies of this resolution be provided to  
Delanco Township, the Finance Office and the Police Department for their information and  
attention.**

  
**Jacqueline Jennings**  
Deputy Mayor

**Attest:**

  
**Sarah Wooding**  
Township Clerk

**Recorded Vote**  
Councilman Anderson  
Councilman Ayrer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/>			
			<input checked="" type="checkbox"/>

Shared Services Agreement  
For the Provision of Animal Control services

This Agreement made this 28<sup>th</sup> day of June, 2011, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Delanco Township, a Municipal Corporation with Principal offices at 770 Coopertown Road, Delanco, New Jersey, hereinafter called "Delanco Township," for animal control services.

This Agreement is entered into by the Parties pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

Willingboro hereby agrees to perform animal control Services for Delanco Township and shall serve as the employer and lead agency under this Agreement.

This Agreement shall be for a One (1) Year term commencing on February 1, 2011, and ending January 31, 2012. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Delanco Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Coverage:

TOWNSHIP OF DELANCO  
RESOLUTION 2011-37

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES  
AGREEMENT WITH THE TOWNSHIP OF WILLINGBORO FOR THE PROVISION  
OF ANIMAL CONTROL SERVICES

**WHEREAS**, the Township of Delanco has determined to provide for animal control services through a shared services agreement with the Township of Willingboro; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A.40A:11-1 et seq., the Township of Delanco may enter into an agreement with the Township of Willingboro without public advertising for bids and bidding therefore; and

**WHEREAS**, pursuant to the new Jersey Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1 et seq., the Township of Delanco may enter into an agreement with the Township of Willingboro for the provision of animal control services by the Township of Willingboro and for any term agreed upon by the parties; and

**WHEREAS**, the Township of Delanco has determined that it desires to enter into an agreement with Willingboro Township for said services.

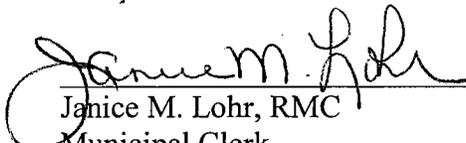
**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Delanco as follows:

Section 1. The Mayor of the Township of Delanco is hereby authorized and directed to execute a Shared Services Agreement with the Township of Willingboro for Animal Control Services, which Agreement shall be deemed a part hereof as if fully set forth herein,

Section 2. The Township Clerk is hereby authorized and directed to attest to the signature of the official of the Township of Delanco named in Section 1 hereof, and to affix on the execution counterparts of the Agreement, the official seal of the Township of Delanco.

Section 3. This Resolution shall take effect immediately.

THIS IS CERTIFICATION THAT THE FOREGOING RESOLUTION WAS  
ADOPTED AT A MEETING OF THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF DELANCO ON FEBRUARY 7, 2011

  
\_\_\_\_\_  
Janice M. Lohr, RMC  
Municipal Clerk

An Animal Control Officer will issue summonses and testify in court for alleged violations of Delanco Township ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that a qualified animal control officer designated by the Township of Willingboro shall be away for an extended period, do to injury or illness, Willingboro shall replace said animal control officer with another qualified person, but if the officer is ill or injured for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Delanco Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Delanco Township, the cost of required veterinarian care shall be the responsibility of Delanco Township.

It is hereby agreed that the ordinary hours shall be between 7 am and 8pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

#### Financials:

Delanco Township shall pay a fee of \$8,800 (\$800 per Month) *(Note: this figure assumes an 11 month time-frame; if we such to 12 month time-frame it will be \$9,600)*, plus the cost of overtime for court that is generated by Animal Control, per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Delanco Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

**DISPUTES CONCERNING THE AGREEMENT.** Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

STEP A: The Parties Township Administrators shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agree upon by the Parties, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved in Step A, then, pursuant to N.J.S.A. § 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration prior to any action being filed in a court of competent jurisdiction. Any costs associated with arbitration shall be borne equally by both parties.

**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.

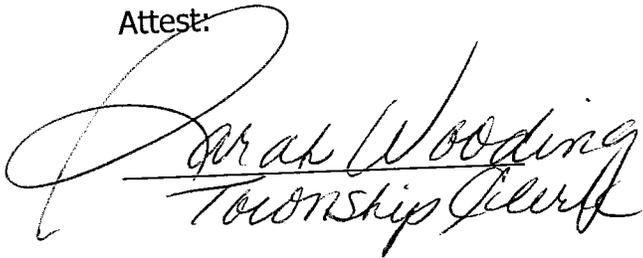
**ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

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

**WAIVER.** Failure to insist upon strict compliance with any of the 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 other 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.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:

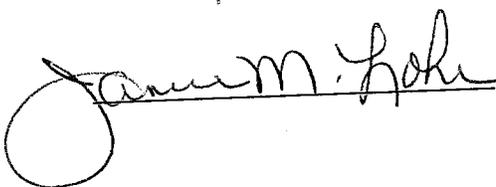
  
Sarah Wooding  
Township Clerk

Township of Willingboro

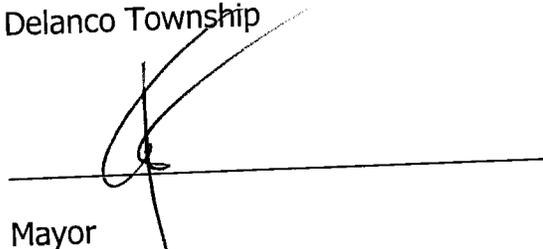


Mayor

Attest:

  
James M. Lohr

Delanco Township



Mayor



A Naturally Better Place to Be.

July 5, 2011

Ms. Janice M. Lohr  
Delanco Township  
770 Coopertown Road  
Delanco, NJ 08075

Re: Resolution 2011-119

Dear Ms. Lohr,

Enclosed find Resolution 2011-119 an Agreement for Animal Control Services, which was adopted at the Willingboro Township Council meeting of June 28, 2011.

Sincerely,

Sarah Wooding  
Township Clerk

Encl.

RESOLUTION NO. 2011---120

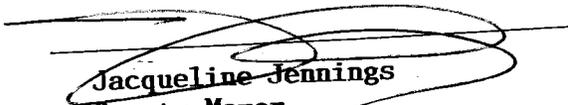
AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT BETWEEN  
WILLINGBORO TOWNSHIP AND EDGEWATER PARK TOWNSHIP

WHEREAS, Edgewater Park Township has requested an inter-local agreement with Willingboro Township for Animal Control Services; and

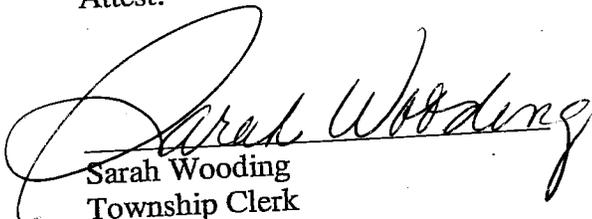
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an inter-local service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28<sup>th</sup> day of June, 2011, that the Mayor and Clerk are hereby authorized to sign the attached Inter-Local Services Agreement (April 1, 2011 and ending March 31, 2012).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Edgewater Park Township, the Finance Office and the Police Department for their information and attention.

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Vote  
Councilman Anderson  
Councilman Ayer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
			<input checked="" type="checkbox"/>

*Original*

Inter-Local Agreement  
For the Provision of Animal Control services

This Agreement made this 1st day of April, 2011, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Edgewater Park Township, a Municipal Corporation with Principal offices at 400 Delanco Road, Edgewater Park, New Jersey, hereinafter called "Edgewater Park Township," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Edgewater Park Township.

This Agreement shall be for a One (1) Year term commencing on April 1, 2011, and ending March 31, 2012. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Edgewater Park Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Coverage:

An Animal Control Officer will issue summonses and testify in court for alleged violations of Edgewater Park Township ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that a qualified animal control officer designated by the Township of Willingboro shall be away for an extended period, do to injury or illness, Willingboro shall replace said animal control officer with another qualified person, but if the officer is ill or injured for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Edgewater Park Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Edgewater Park Township, the cost of required veterinarian care shall be the responsibility of Edgewater Park Township.

It is hereby agreed that the ordinary hours shall be between 7 am and 8pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

#### Financials:

Edgewater Park Township shall pay a fee of \$7,500.00 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Edgewater Park Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:

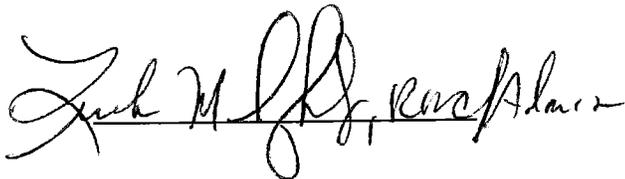
Township of Willingboro



Mayor

Attest:

Edgewater Park Township



Mayor

RESOLUTION NO. 2011---120

AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT BETWEEN  
WILLINGBORO TOWNSHIP AND EDGEWATER PARK TOWNSHIP

WHEREAS, Edgewater Park Township has requested an inter-local agreement with Willingboro Township for Animal Control Services; and

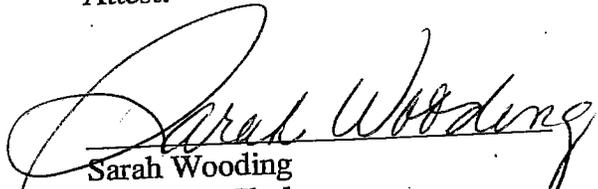
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an inter-local service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28<sup>th</sup> day of June, 2011, that the Mayor and Clerk are hereby authorized to sign the attached Inter-Local Services Agreement (April 1, 2011 and ending March 31, 2012).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Edgewater Park Township, the Finance Office and the Police Department for their information and attention.

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Vote  
Councilman Anderson  
Councilman Ayer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>			
			<input checked="" type="checkbox"/>

*Out copy*

Inter-Local Agreement  
For the Provision of Animal Control services

This Agreement made this 1st day of April, 2011, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Edgewater Park Township, a Municipal Corporation with Principal offices at 400 Delanco Road, Edgewater Park, New Jersey, hereinafter called "Edgewater Park Township," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Edgewater Park Township.

This Agreement shall be for a One (1) Year term commencing on April 1, 2011, and ending March 31, 2012. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Edgewater Park Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Coverage:

An Animal Control Officer will issue summonses and testify in court for alleged violations of Edgewater Park Township ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that a qualified animal control officer designated by the Township of Willingboro shall be away for an extended period, do to injury or illness, Willingboro shall replace said animal control officer with another qualified person, but if the officer is ill or injured for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Edgewater Park Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Edgewater Park Township, the cost of required veterinarian care shall be the responsibility of Edgewater Park Township.

It is hereby agreed that the ordinary hours shall be between 7 am and 8pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

#### Financials:

Edgewater Park Township shall pay a fee of \$7,500.00 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Edgewater Park Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:

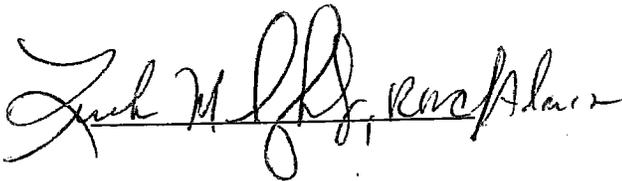
Township of Willingboro



Mayor

Attest:

Edgewater Park Township



Mayor

**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2011-53**

*Authorizing Execution of an Interlocal Service Agreement for Animal Control Between  
the Township of Willingboro and The Township of Edgewater Park*

**WHEREAS** the Township of Edgewater Park entered into an Interlocal Services Agreement with the Township of Willingboro to provide Animal Control services on November 22, 2005; and

**WHEREAS** on February 10, 2011 the Township of Willingboro notified the Township of Edgewater Park that the contract shall be terminated 60 days from notification; and

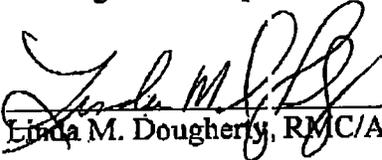
**WHEREAS** the Township of Edgewater Park, pursuant to the terms and provisions as set forth in a revised Interlocal Services Agreement, a copy of which is filed in the Clerk's Office, desires to enter into a new interlocal services agreement with the Township of Willingboro pursuant to N.J.S.A. 40:8A-1, et. seq.,

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Edgewater Park that the Mayor and/or Clerk/Administrator is hereby authorized to execute said agreement on behalf of the Township of Edgewater Park.

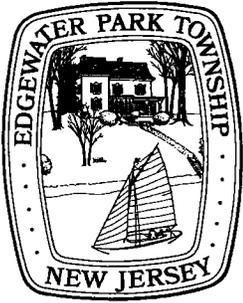
TOWNSHIP OF EDGEWATER PARK

  
\_\_\_\_\_  
Darrell Booker, Mayor

I certify that the foregoing Resolution No. 2011-53 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on April 5, 2011.

  
\_\_\_\_\_  
Linda M. Dougherty, RMC/Administrator

Record Vote of the Township Committee					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mrs. Belgard	X				
Mr. Kercher	X				2nd
Mr. McElwee	X				
Mr. Pullion	X				
Mayor Booker	X				1st



# Township of Edgewater Park

400 Delanco Road  
Edgewater Park, New Jersey 08010

Phone (609) 877-2050  
Fax (609) 877-2308

Thursday, June 23, 2011

Willingboro Township  
One Salem Road  
Willingboro, NJ 08046  
Attn: Municipal Clerk

To whom it may concern:

Enclosed for your records and appropriate action are two copies of the contract authorizing Animal Control Services between the Township of Edgewater Park and Willingboro Township.

Please return one fully executed contract to my attention at the above mentioned address.

If you have any questions or if additional information is required, please feel free to call me at (609) 877-2050, Monday through Thursday from 8:00 a.m. to 4:30 p.m.

Sincerely,

Township of Edgewater Park

Tanyika L. Johns  
Tax Collector/Deputy Clerk

cc: Margaret Peak, Chief Financial Officer

RESOLUTION NO. 2011---120

AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT BETWEEN  
WILLINGBORO TOWNSHIP AND EDGEWATER PARK TOWNSHIP

WHEREAS, Edgewater Park Township has requested an inter-local agreement with Willingboro Township for Animal Control Services; and

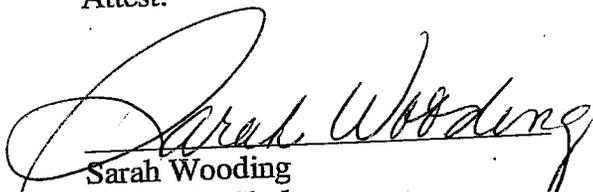
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an inter-local service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28<sup>th</sup> day of June, 2011, that the Mayor and Clerk are hereby authorized to sign the attached Inter-Local Services Agreement (April 1, 2011 and ending March 31, 2012).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Edgewater Park Township, the Finance Office and the Police Department for their information and attention.

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Vote  
Councilman Anderson  
Councilman Ayer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
			<input checked="" type="checkbox"/>

Original

Inter-Local Agreement  
For the Provision of Animal Control services

This Agreement made this 1st day of April, 2011, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Edgewater Park Township, a Municipal Corporation with Principal offices at 400 Delanco Road, Edgewater Park, New Jersey, hereinafter called "Edgewater Park Township," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Edgewater Park Township.

This Agreement shall be for a One (1) Year term commencing on April 1, 2011, and ending March 31, 2012. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Edgewater Park Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Coverage:

An Animal Control Officer will issue summonses and testify in court for alleged violations of Edgewater Park Township ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that a qualified animal control officer designated by the Township of Willingboro shall be away for an extended period, do to injury or illness, Willingboro shall replace said animal control officer with another qualified person, but if the officer is ill or injured for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Edgewater Park Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Edgewater Park Township, the cost of required veterinarian care shall be the responsibility of Edgewater Park Township.

It is hereby agreed that the ordinary hours shall be between 7 am and 8pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

#### Financials:

Edgewater Park Township shall pay a fee of \$7,500.00 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Edgewater Park Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:

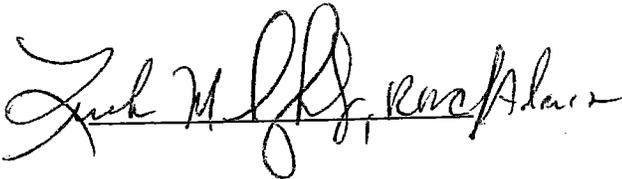
Township of Willingboro



Mayor

Attest:

Edgewater Park Township



Mayor

**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2011-53**

*Authorizing Execution of an Interlocal Service Agreement for Animal Control Between  
the Township of Willingboro and The Township of Edgewater Park*

**WHEREAS** the Township of Edgewater Park entered into an Interlocal Services Agreement with the Township of Willingboro to provide Animal Control services on November 22, 2005; and

**WHEREAS** on February 10, 2011 the Township of Willingboro notified the Township of Edgewater Park that the contract shall be terminated 60 days from notification; and

**WHEREAS** the Township of Edgewater Park, pursuant to the terms and provisions as set forth in a revised Interlocal Services Agreement, a copy of which is filed in the Clerk's Office, desires to enter into a new interlocal services agreement with the Township of Willingboro pursuant to N.J.S.A. 40:8A-1, et. seq.,

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Edgewater Park that the Mayor and/or Clerk/Administrator is hereby authorized to execute said agreement on behalf of the Township of Edgewater Park.

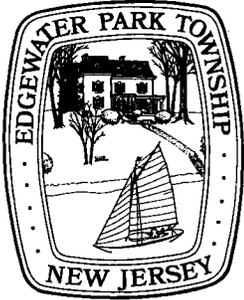
TOWNSHIP OF EDGEWATER PARK

*Darrell J. Booker*  
\_\_\_\_\_  
Darrell Booker, Mayor

I certify that the foregoing Resolution No. 2011-53 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on April 5, 2011.

*Linda M. Dougherty*  
\_\_\_\_\_  
Linda M. Dougherty, RMC/Administrator

Record Vote of the Township Committee					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mrs. Belgard	✓				
Mr. Kercher	✓				2nd
Mr. McElwee	✓				
Mr. Pullion	✓				
Mayor Booker	✓				1st



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, New Jersey 08010

Phone (609) 877-2050  
Fax (609) 877-2308

Thursday, June 23, 2011

Willingboro Township  
One Salem Road  
Willingboro, NJ 08046  
Attn: Municipal Clerk

To whom it may concern:

Enclosed for your records and appropriate action are two copies of the contract authorizing Animal Control Services between the Township of Edgewater Park and Willingboro Township.

Please return one fully executed contract to my attention at the above mentioned address.

If you have any questions or if additional information is required, please feel free to call me at (609) 877-2050, Monday through Thursday from 8:00 a.m. to 4:30 p.m.

Sincerely,

Township of Edgewater Park

Tanyika L. Johns  
Tax Collector/Deputy Clerk

cc: Margaret Peak, Chief Financial Officer



# TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046  
(609) 877-2200 FAX (609) 835-0782**

July 5, 2011

Ms. Linda M. Dougherty  
Edgewater Park Township  
400 Delanco Road  
Edgewater Park, NJ 08010

Re: Resolution 2011-120

Dear Ms. Dougherty,

Enclosed is a copy of Resolution 2011-120 an Agreement for Animal Control Services, which was adopted at the Willingboro Township Council meeting of June 28, 2011.

Sincerely,

Sarah Wooding  
Township Clerk

Encl.

DC  
Bellevue  
Middlesex  
Rick A.  
✓

**RESOLUTION NO.: 2011- 121**  
**RESOLUTION FOR MEMBER PARTICIPATION**  
**IN A COOPERATIVE PRICING SYSTEM**  
**A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO,**  
**BURLINGTON COUNTY, TO ENTER INTO A COOPERATIVE PRICING**  
**AGREEMENT WITH MIDDLESEX REGIONAL EDUCATIONAL SERVICES**  
**COMMISSION.**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

**WHEREAS**, the Middlesex Regional Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

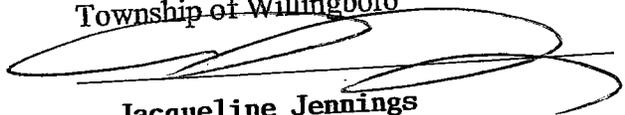
**WHEREAS**, the Township Council of the Township of Willingboro of the County of Burlington, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services; and

**WHEREAS**, Middlesex Regional Educational Services Commission shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

**WHEREAS**, the Township Council of the Township of Willingboro has determined that participation in a Cooperative Pricing System is in the best interest of the Township.

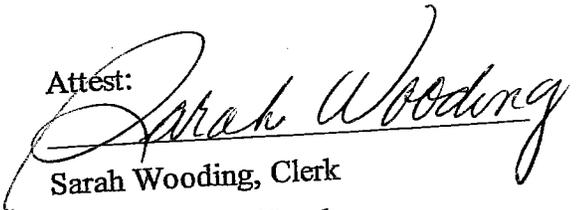
**NOW, THEREFORE BE IT RESOLVED** that the Township Council in open public session on June 28, 2011, hereby authorizes the Mayor and Clerk to enter into a Cooperative Pricing Agreement with the Lead Agency, known as the Middlesex Regional Educational Services Commission

Township of Willingboro



Jacqueline Jennings  
Deputy Mayor

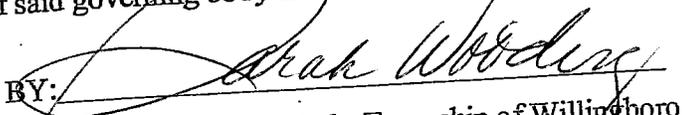
Attest:



Sarah Wooding, Clerk  
Township of Willingboro

**CERTIFICATION**

I hereby, certify that the above resolution was adopted by the Mayor and Council of Willingboro Township at a meeting of said governing body held on June 28, 2011.

BY: 

Sarah Wooding, Clerk, Township of Willingboro

**COOPERATIVE PRICING SYSTEM AGREEMENT**

**THE MIDDLESEX REGIONAL EDUCATIONAL  
SERVICES COMMISSION  
65MCESCCPS**

**AGREEMENT FOR A COOPERATIVE PRICING SYSTEM**

This Agreement made and entered into this day of 28<sup>th</sup> June, 2011, by and between the, MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION and the TOWNSHIP OF WILLINGBORO who desire to participate in the MIDDLESEX REGIONAL EDUCATIONAL COOPERATIVE PRICING SYSTEM.

**WITNESSETH**

**WHEREAS**, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

**WHEREAS**, the MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (hereafter "Lead Agency") is conducting a voluntary Cooperative Pricing System with other contracting units; and

**WHEREAS**, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

**WHEREAS**, the Township of Willingboro (hereafter, "Contracting Unit") hereto has approved the within Agreement by Resolution in accordance with the aforesaid statute; and

**WHEREAS**, it is the desire of all parties to enter into such Agreement for said purposes;

**NOW, THEREFORE**, in consideration of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
2. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter **IN JANUARY OF EACH**

**SUCCEEDING YEAR** publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
  - (B) The address and telephone number of Lead Agency.
  - (C) The names of the participating contracting units.
  - (D) The State Identification Code assigned to the Cooperative Pricing System.
  - (E) The expiration date of the Cooperative Pricing System.
3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
  4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
  5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
  6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
    - (A) The quantities ordered for the Lead Agency's own needs, and
    - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
  7. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
  8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to

successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.

9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
10. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:
  - Supplies, materials, goods and services at 2.2% of sales;
  - Natural Gas .00325 per therm;
  - Electrical Aggregation. 00125 per kilowatt hour;
  - Demand Response at 7% of reimbursement;
  - All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.
15. This Agreement shall become effective on 4/23/2009 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.

- 17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
- 18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST: FOR THE LEAD AGENCY

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Name and Title: Patrick M Moran  
Administrator/Board Secretary

ATTEST: FOR THE CONTRACTING UNIT  
Township of Willingboro

BY: *Sarah Wooding* BY: *Jacqueline Jennings*  
**Sarah Wooding** **Jacqueline Jennings**  
**Township Clerk** **Deputy Mayor**

**COOPERATIVE PRICING AGREEMENT RIDER**

Pursuant to Paragraph 18 of the Cooperative Pricing Agreement, the Township of Willingboro hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The Township of Willingboro acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The Township of Willingboro shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

ATTEST:

FOR THE LEAD AGENCY

BY: \_\_\_\_\_

Name and Title:

BY: \_\_\_\_\_

Patrick M Moran  
Administrator/Board Secretary

ATTEST:

FOR THE CONTRACTING UNIT  
Township of Willingboro

BY: \_\_\_\_\_

*Sarah Wooding*  
Sarah Wooding  
Township Clerk

BY: \_\_\_\_\_

*Jacqueline Jennings*  
Jacqueline Jennings  
Deputy Mayor



# TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046  
(609) 877-2200 FAX (609) 835-0782**

*Cert Receipt*

*7-6-11*

*VC*

July 5, 2011

Mr. Kowalski  
Middlesex Regional Education  
Services Commission  
1660 Stelton Road  
Piscataway, NJ 08854

Re: Resolution 2011-121  
Cooperative Pricing Agreement with Middlesex Regional  
Education Services Commission

Dear Mr. Kowalski,

Enclosed please find two copies of Resolution 2011-121 which was adopted by Willingboro Township Council at their June 28, 2011 meeting. Upon execution by your township, please return one to my attention. Please contact Ms. Wooding at 609 877-2200 ext. 1028 with any question matters.

Sincerely,



Sarah Wooding  
Township Clerk

Encl.

Cc: Willingboro Public Works  
File



# TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046  
(609) 877-2200 FAX (609) 835-0782*

July 5, 2011

Mr. Patrick M. Moran  
Administrator/ Board Secretary  
Middlesex Regional Education Services Commission  
1660 Stelton Road  
Piscataway, New Jersey 08854

Re: Resolution 2011-121  
Cooperative Pricing Agreement with Middlesex Regional  
Education Services Commission

Dear Mr. Moran,

Enclosed please find two copies of Resolution 2011—121 which was adopted by Willingboro Township Council at their June 28, 2011 meeting. Upon execution by your township, please return one to my attention. Please contact Ms. Wooding at 609-877-2200, ext. 1028 with any question matters.

Sincerely,

Sarah Wooding  
Township Clerk

Encl.

CC: Willingboro Public Works  
File



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046  
(609) 877-2200 FAX (609) 835-0782

*wrong name*

July 5, 2011

*Vanessa, re-did letter + sent out on 7/15/11*

Mr. Kowalski  
Middlesex Regional Education  
Services Commission  
1660 Stelton Road  
Piscataway, NJ 08854

Re: Resolution 2011-121  
Cooperative Pricing Agreement with Middlesex Regional  
Education Services Commission

Dear Mr. Kowalski,

Enclosed please find two copies of Resolution 2011-121 which was adopted by Willingboro Township Council at their June 28, 2011 meeting. Upon execution by your township, please return one to my attention. Please contact Ms. Wooding at 609 877-2200 ext. 1028 with any question matters.

Sincerely,

Sarah Wooding  
Township Clerk

Encl.

Cc: Willingboro Public Works  
File

SW

# MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION

1660 Stelton Road  
Piscataway, New Jersey 08854  
Telephone: (732) 777-9848 Fax: (732) 777-9855  
<http://www.mresc.k12.nj.us>

**Mark J. Finkelstein**  
Superintendent

**Patrick M. Moran**  
Business Administrator/  
Board Secretary

**Gary E. Molenaar**  
Assistant Superintendent for  
Learning/Educational Services

August 1, 2011

Ms. Sarah Wooding  
Township Clerk  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

REC-10-1  
AUG 05 2011

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NJ 08046

Dear Ms. Wooding:

Please be advised that we have received notification from the Division of Local Government Services that your membership in the MRESC Cooperative Pricing System has been approved. Attached please find the fully executed copy of your Cooperative Pricing System Agreement.

The approval to join the Cooperative Pricing System applies to all Cooperative contracts offered by the Middlesex Regional Educational Services Commission.

If you have any questions please call Patrick M. Moran at 732-777-9848; Ext. 3120.

Visit our website [www.mresc.k12.nj.us](http://www.mresc.k12.nj.us) for more information on available contracts.

Respectfully,

*Patrick M. Moran*

Patrick M. Moran  
Business Administrator/Board Secretary

Cc: Mark J. Finkelstein, Superintendent

**COOPERATIVE PRICING SYSTEM AGREEMENT**

**THE MIDDLESEX REGIONAL EDUCATIONAL  
SERVICES COMMISSION  
65MCESCCPS**

**AGREEMENT FOR A COOPERATIVE PRICING SYSTEM**

**This Agreement** made and entered into this day of 28<sup>th</sup> June, 2011, by and between the, MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION and the TOWNSHIP OF WILLINGBORO who desire to participate in the MIDDLESEX REGIONAL EDUCATIONAL COOPERATIVE PRICING SYSTEM.

**WITNESSETH**

**WHEREAS**, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

**WHEREAS**, the MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (hereafter "Lead Agency") is conducting a voluntary Cooperative Pricing System with other contracting units; and

**WHEREAS**, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

**WHEREAS**, the Township of Willingboro (hereafter, "Contracting Unit") hereto has approved the within Agreement by Resolution in accordance with the aforesaid statute; and

**WHEREAS**, it is the desire of all parties to enter into such Agreement for said purposes;

**NOW, THEREFORE**, in consideration of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
2. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter **IN JANUARY OF EACH**

**SUCCEEDING YEAR** publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
  - (B) The address and telephone number of Lead Agency.
  - (C) The names of the participating contracting units.
  - (D) The State Identification Code assigned to the Cooperative Pricing System.
  - (E) The expiration date of the Cooperative Pricing System.
3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
  4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
  5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
  6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
    - (A) The quantities ordered for the Lead Agency's own needs, and
    - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
  7. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
  8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to

successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.

9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
10. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:
  - Supplies, materials, goods and services at 2.2% of sales;
  - Natural Gas .00325 per therm;
  - Electrical Aggregation. 00125 per kilowatt hour;
  - Demand Response at 7% of reimbursement;
  - All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.
15. This Agreement shall become effective on 4/23/2009 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.

17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST:

FOR THE LEAD AGENCY

BY: *Gonita Cune*  
Name and Title:  
*Bookkeeper II*

BY:

*[Signature]*  
Patrick M Moran  
Administrator/Board Secretary

ATTEST:

FOR THE CONTRACTING UNIT  
Township of Willingboro

BY: *Sarah Wooding*  
Sarah Wooding  
Township Clerk

BY:

*[Signature]*  
Jacqueline Jennings  
Deputy Mayor

**COOPERATIVE PRICING AGREEMENT RIDER**

Pursuant to Paragraph 18 of the Cooperative Pricing Agreement, the Township of Willingboro hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The Township of Willingboro acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The Township of Willingboro shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

ATTEST:

FOR THE LEAD AGENCY

BY: *Patrick M Moran*  
Name and Title: Bookkeeper II

BY: \_\_\_\_\_  
Patrick M Moran  
Administrator/Board Secretary

ATTEST:

FOR THE CONTRACTING UNIT  
Township of Willingboro

BY: *Sarah Wooding*  
Sarah Wooding  
Township Clerk

BY: *Jacqueline Jennings*  
Jacqueline Jennings  
Deputy Mayor

**COOPERATIVE PRICING SYSTEM AGREEMENT**

**THE MIDDLESEX REGIONAL EDUCATIONAL  
SERVICES COMMISSION  
65MCESCCPS**

**AGREEMENT FOR A COOPERATIVE PRICING SYSTEM**

**This Agreement** made and entered into this day of 28 June 2011, by and between the, MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION and the TOWNSHIP OF WILLINGBORO who desire to participate in the MIDDLESEX REGIONAL EDUCATIONAL COOPERATIVE PRICING SYSTEM.

**WITNESSETH**

**WHEREAS**, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

**WHEREAS**, the MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (hereafter "Lead Agency") is conducting a voluntary Cooperative Pricing System with other contracting units; and

**WHEREAS**, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

**WHEREAS**, the Township of Willingboro (hereafter, "Contracting Unit") hereto has approved the within Agreement by Resolution in accordance with the aforesaid statute; and

**WHEREAS**, it is the desire of all parties to enter into such Agreement for said purposes;

**NOW, THEREFORE**, in consideration of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
2. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter **IN JANUARY OF EACH**

**SUCCEEDING YEAR** publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
  - (B) The address and telephone number of Lead Agency.
  - (C) The names of the participating contracting units.
  - (D) The State Identification Code assigned to the Cooperative Pricing System.
  - (E) The expiration date of the Cooperative Pricing System.
3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
  4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
  5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
  6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
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  7. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
  8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to

successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.

9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
10. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:
  - Supplies, materials, goods and services at 2.2% of sales;
  - Natural Gas .00325 per therm;
  - Electrical Aggregation. 00125 per kilowatt hour;
  - Demand Response at 7% of reimbursement;
  - All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.
15. This Agreement shall become effective on <sup>6/28/11</sup>~~4/23/2009~~ subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.

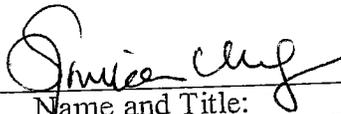
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

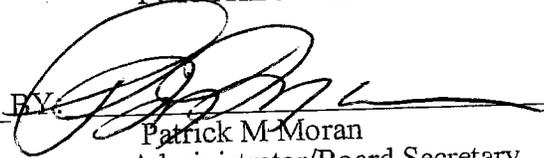
ATTEST:

FOR THE LEAD AGENCY

BY:

  
Name and Title:  
Bookkeeper II

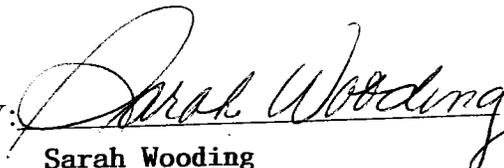
BY:

  
Patrick M. Moran  
Administrator/Board Secretary

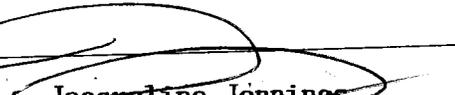
ATTEST:

FOR THE CONTRACTING UNIT  
Township of Willingboro

BY:

  
Sarah Wooding  
Township Clerk

BY:

  
Jacqueline Jennings  
Deputy Mayor

**COOPERATIVE PRICING AGREEMENT RIDER**

Pursuant to Paragraph 18 of the Cooperative Pricing Agreement, the Township of Willingboro hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The Township of Willingboro acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The Township of Willingboro shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the 28<sup>th</sup> day of JUNE, 20 11

ATTEST:

FOR THE LEAD AGENCY

BY: *Gonilia Cruz*  
Name and Title:  
Bookkeeper II

BY: *[Signature]*  
Patrick M Moran  
Administrator/Board Secretary

ATTEST:

FOR THE CONTRACTING UNIT  
Township of Willingboro

BY: *Sarah Wooding*  
Sarah Wooding  
Township Clerk

BY: *[Signature]*  
Jacqueline Jennings  
Deputy Mayor

**RESOLUTION NO.: 2011- 121**  
**RESOLUTION FOR MEMBER PARTICIPATION**  
**IN A COOPERATIVE PRICING SYSTEM**  
**A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO,**  
**BURLINGTON COUNTY, TO ENTER INTO A COOPERATIVE PRICING**  
**AGREEMENT WITH MIDDLESEX REGIONAL EDUCATIONAL SERVICES**  
**COMMISSION.**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

**WHEREAS**, the Middlesex Regional Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

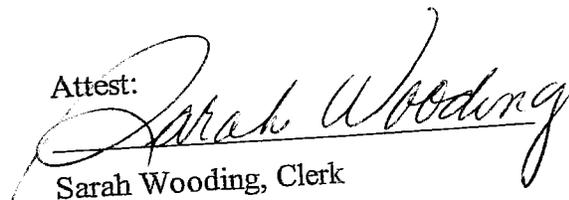
**WHEREAS**, the Township Council of the Township of Willingboro of the County of Burlington, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services; and

**WHEREAS**, Middlesex Regional Educational Services Commission shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

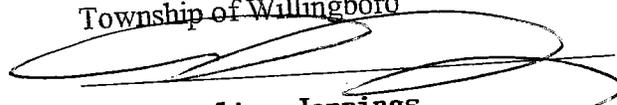
**WHEREAS**, the Township Council of the Township of Willingboro has determined that participation in a Cooperative Pricing System is in the best interest of the Township.

**NOW, THEREFORE BE IT RESOLVED** that the Township Council in open public session on June 28, 2011, hereby authorizes the Mayor and Clerk to enter into a Cooperative Pricing Agreement with the Lead Agency, known as the Middlesex Regional Educational Services Commission

Attest:

  
Sarah Wooding, Clerk  
Township of Willingboro

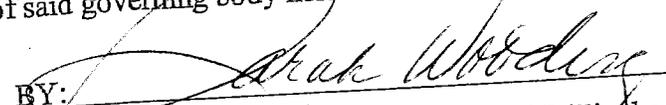
Township of Willingboro

  
Jacqueline Jennings  
Deputy Mayor

**CERTIFICATION**

I hereby, certify that the above resolution was adopted by the Mayor and Council of Willingboro Township at a meeting of said governing body held on June 28, 2011.

BY:

  
Sarah Wooding, Clerk, Township of Willingboro

**RESOLUTION NO. 2011 - 122**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING**  
**AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

**WHEREAS**, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

**WHEREAS**, a request has been made of the Township Council assembled in public session on this 28<sup>th</sup> day of June, 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

**NOW, THEREFORE**, upon motion duly made and seconded and passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

- \_\_\_\_\_ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- \_\_\_\_\_ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- \_\_\_\_\_ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- \_\_\_\_\_ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- \_\_\_\_\_ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- \_\_\_\_\_ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- ~~\_\_\_\_\_ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.~~
- \_\_\_\_\_ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to PSE + G Litigation process regarding tapes

**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

Attest:

*Sarah Wooding*  
**Sarah Wooding**  
 Township Clerk

*Jacqueline Jennings*  
**Jacqueline Jennings**  
 Deputy Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Dep. Mayor Jennings	✓			
Mayor Campbell				✓

RESOLUTION 2011—123

A RESOLUTION APPOINTING A TAX ASSESSOR  
FOR THE TOWNSHIP OF WILLINGBORO FOR A FOUR YEAR TERM

WHEREAS, the term of the Tax Assessor of the Township of Willingboro expires on June 30, 2011; and

WHEREAS, it is necessary that the Township Council appoint a Tax Assessor for the Township of Willingboro, to hold office pursuant to N.J.S.A. 40A:9-148, for a four year term; and

WHEREAS, the Township Council has determined that the appointment of Justin Lamicella, C.T.A. is in the best interest of the Township of Willingboro.

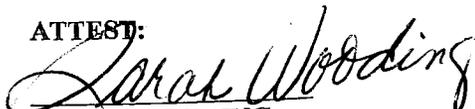
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 28<sup>th</sup> day of June, 2011 that:

1. Justin Lamicella, C.T.A. be and hereby is appointed as Tax Assessor for the Township of Willingboro, for a term expiring June 30, 2015, and to hold office as provided by law.
2. The hours for the Tax Assessor shall be on a part-time basis to average two and one-half days per week, with the specific hours to be fixed by the Tax Assessor with the approval of the Township Manager.
3. The Salary for the Tax Assessor be and hereby is fixed as per salary Ordinance.
4. Justin Lamicella, C.T.A., as Tax Assessor for the Township of Willingboro and the Tax Attorney, appointed by Council are hereby authorized to represent the interest of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest and the Tax Attorney is hereby authorized to execute stipulations or settlements on behalf of the Township of Willingboro.

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to Justin Lamicella, C.T.A. to the Burlington County Board of Taxation and to the Township Manager and the Chief Financial Officer of the Township of Willingboro for their information and attention.

  
Eddie Campbell, Jr.  
Mayor

ATTEST:

  
SARAH WOODING  
TOWNSHIP CLERK



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046  
(609) 877-2200 FAX (609) 835-0782

*File*

July 22, 2011

Board of Taxation  
First Floor  
Courts Facility  
49 Rancocas Road  
Mt. Holly, New Jersey 08060

Re: Resolution 2011---123  
Appointment of Tax Assessor

Dear Sir:

Attached is a copy of Resolution 2011—123 adopted by Willingboro Township Council at their meeting of June 28, 2011.

Sincerely,

Sarah Wooding  
Acting Township Clerk

Encl.

/saw

Cc: Barbara Lightfoot, Willingboro, Finance Dept.  
Justin Lamicella, Willingboro, Tax Assessor  
Joanne Diggs, Willingboro, Township Manager

RESOLUTION 2011—123

A RESOLUTION APPOINTING A TAX ASSESSOR  
FOR THE TOWNSHIP OF WILLINGBORO FOR A FOUR YEAR TERM

*Be  
Pro  
County  
file*

WHEREAS, the term of the Tax Assessor of the Township of Willingboro expires on June 30, 2011; and

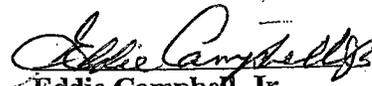
WHEREAS, it is necessary that the Township Council appoint a Tax Assessor for the Township of Willingboro, to hold office pursuant to N.J.S.A. 40A:9-148, for a four year term; and

WHEREAS, the Township Council has determined that the appointment of Justin Lamicella, C.T.A. is in the best interest of the Township of Willingboro.

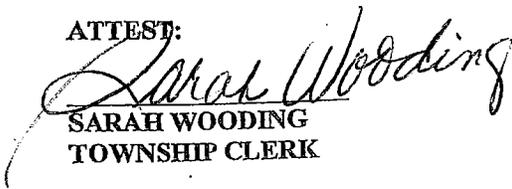
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 28<sup>th</sup> day of June, 2011 that:

1. Justin Lamicella, C.T.A. be and hereby is appointed as Tax Assessor for the Township of Willingboro, for a term expiring June 30, 2015, and to hold office as provided by law.
2. The hours for the Tax Assessor shall be on a part-time basis to average two and one-half days per week, with the specific hours to be fixed by the Tax Assessor with the approval of the Township Manager.
3. The Salary for the Tax Assessor be and hereby is fixed as per salary Ordinance.
4. Justin Lamicella, C.T.A., as Tax Assessor for the Township of Willingboro and the Tax Attorney, appointed by Council are hereby authorized to represent the interest of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest and the Tax Attorney is hereby authorized to execute stipulations or settlements on behalf of the Township of Willingboro.

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to Justin Lamicella, C.T.A. to the Burlington County Board of Taxation and to the Township Manager and the Chief Financial Officer of the Township of Willingboro for their information and attention.

  
Eddie Campbell, Jr.  
Mayor

ATTEST:

  
SARAH WOODING  
TOWNSHIP CLERK

RESOLUTION NO. 2011---124

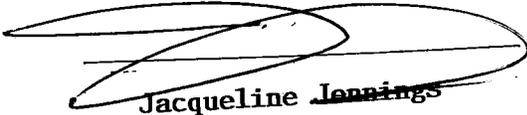
WHEREAS, N.J.S.A 40A: 4-87 provides that the Director of the Division of Local Government Services may approved the insertion of any special item of revenue in the budget of any county or municipality, when such item shall have been made available by law and the amount thereof was not determined at the time of the adoptions of the budget; and

SECTION I

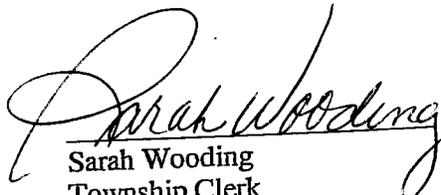
NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session the 28<sup>th</sup> day of June, 2011, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2011;

The sum of \$36,335.42 **Summer Food Program** which item is now available as a reimbursement received from the Department of Agriculture, Division of Food & Nutrition.

BE IT FURTHER RESOLVED, that two certified copies of this resolution be forwarded to the Director of the Division of Local Government Services for his approval, as well as a copy to the Tax Collector/Treasurer of the Township of Willingboro.

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Vote  
Councilman Anderson  
Councilman Ayer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Gordon	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings				<input checked="" type="checkbox"/>
Mayor Campbell				<input checked="" type="checkbox"/>



## State of New Jersey

DEPARTMENT OF AGRICULTURE  
33 West State Street 4<sup>th</sup> Floor  
PO Box 334  
TRENTON NJ 08625-0334

DOUGLAS H. FISHER  
*Secretary*

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

June 27, 2011

Barbara Lightfoot, Acting Finance Director  
Willingboro Township  
429 JFK Way  
Willingboro, NJ 08046

Dear Mrs. Lightfoot:

Agreement #03-3208

Your 2011 Summer Food Service Program application has been approved. The current amount of 2011 funding approved for your organization is \$36,335.42. I have enclosed a copy of your approved Sponsor Management Plan, Schedule C, signed Agreement, Site Information Sheet(s) if applicable and the computerized Schedule A.

All official correspondence will be sent to the authorized sponsor representative at the sponsor address identified above.

A second copy of all correspondence will be sent to the Program Director identified at the program address specified in the Sponsor Management Plan if different than authorized sponsor representative.

All Summer Food Service Program reimbursements will be issued to the agency name and address identified above. The check stubs will have "SFSP" coded on them to identify the reimbursement as a Summer Food Service Program payments.

If you do not wish to have Summer Food Service Program reimbursement payments issued to the agency name and/or address identified above, please contact your program specialist immediately to discuss proper procedures for modification.

-2-

Under the State of New Jersey Comprehensive Financial System (NJCFIS) Summer Food Service Program reimbursement payments can only be issued to agencies who have a valid vendor identification number on file with the State Department of Treasury. The State Department of Treasury agency name and address on file for the vendor identification number you provided (I.D. #21600738100) is identical to your approved sponsor name and address for the Summer Food Service Program identified above.

A supply of pre-slugged reimbursement vouchers will be sent to you under separate cover by the end of June. In order to validly claim reimbursement in 2011, you must use the name, address and agreement number typed above when you prepare your Summer Food Service Program reimbursement voucher. If the name or address of your agency changes during the 2011 season, you must notify the Summer Food Service Program office in writing within ten days of the change on agency letterhead. You will then receive a revised Schedule A which must be attached to your 2011 Agreement.

Be sure to mail all correspondence to:

Summer Food Service Program  
State of New Jersey  
Department of Agriculture  
Bureau of Child Nutrition Programs  
P.O. Box 334  
Trenton, New Jersey 08625-0334

*\*If documents are being hand delivered, the specific street address and floor must be used instead: 33 West State Street, 4<sup>th</sup> Floor.*

Instructions regarding enrollment documentation, submission of reimbursement vouchers and procurement documentation will be sent to you under separate cover if applicable.

Please contact your county child nutrition specialist regarding program operation issues at (609) 292-4498. Payment questions can be directed to my attention at that same number. We look forward to working with you during the summer months.

Sincerely,

  
Cherrie M. Walker, Coordinator  
Summer Food Service Program  
Division of Food and Nutrition

Cc: Reva Foster, Executive Director

CMW/nc/F-12  
Enclosure



A Naturally Better Place to Be.

Cert. Receipt  
7-6-11  
VC

July 5, 2011

Director of the Division of Local Government Services  
P. O. Box 803  
Trenton, NJ 08625

Re: Resolution 2011-124

Dear Sir/Madam,

Enclosed are two copies of Resolution 2011-124 which was adopted by Willingboro Township Council at their June 28, 2011 meeting.

Sincerely,

Sarah Wooding  
Township Clerk

Encl.



State of New Jersey

DEPARTMENT OF AGRICULTURE  
33 West State Street 4<sup>th</sup> Floor  
PO Box 334  
TRENTON NJ 08625-0334

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

DOUGLAS H. FISHER  
Secretary

*9/14/11  
This is just an FYI from Monica that I can put w/ the parcel.*

June 27, 2011

Barbara Lightfoot, Acting Finance Director  
Willingboro Township  
429 JFK Way  
Willingboro, NJ 08046

Dear Mrs. Lightfoot:

Agreement #03-3208

Your 2011 Summer Food Service Program application has been approved. The current amount of 2011 funding approved for your organization is \$36,335.42. I have enclosed a copy of your approved Sponsor Management Plan, Schedule C, signed Agreement, Site Information Sheet(s) if applicable and the computerized Schedule A.

All official correspondence will be sent to the authorized sponsor representative at the sponsor address identified above.

A second copy of all correspondence will be sent to the Program Director identified at the program address specified in the Sponsor Management Plan if different than authorized sponsor representative.

All Summer Food Service Program reimbursements will be issued to the agency name and address identified above. The check stubs will have "SFSP" coded on them to identify the reimbursement as a Summer Food Service Program payments.

If you do not wish to have Summer Food Service Program reimbursement payments issued to the agency name and/or address identified above, please contact your program specialist immediately to discuss proper procedures for modification.

*Full Resol.  
2011-124.  
9/22/11  
this info was given to Monica*

Fax:

Jun 27 2011 03:10pm P002/003

-2-

Under the State of New Jersey Comprehensive Financial System (NJCFIS) Summer Food Service Program reimbursement payments can only be issued to agencies who have a valid vendor identification number on file with the State Department of Treasury. The State Department of Treasury agency name and address on file for the vendor identification number you provided (I.D. #21600738100) is identical to your approved sponsor name and address for the Summer Food Service Program identified above.

A supply of pre-slugged reimbursement vouchers will be sent to you under separate cover by the end of June. In order to validly claim reimbursement in 2011, you must use the name, address and agreement number typed above when you prepare your Summer Food Service Program reimbursement voucher. If the name or address of your agency changes during the 2011 season, you must notify the Summer Food Service Program office in writing within ten days of the change on agency letterhead. You will then receive a revised Schedule A which must be attached to your 2011 Agreement.

Be sure to mail all correspondence to:

Summer Food Service Program  
State of New Jersey  
Department of Agriculture  
Bureau of Child Nutrition Programs  
P.O. Box 334  
Trenton, New Jersey 08625-0334

*\*If documents are being hand delivered, the specific street address and floor must be used instead: 33 West State Street, 4<sup>th</sup> Floor.*

Instructions regarding enrollment documentation, submission of reimbursement vouchers and procurement documentation will be sent to you under separate cover if applicable.

Please contact your county child nutrition specialist regarding program operation issues at (609) 292-4498. Payment questions can be directed to my attention at that same number. We look forward to working with you during the summer months.

Sincerely,



Cherrie M. Walker, Coordinator  
Summer Food Service Program  
Division of Food and Nutrition

Cc: Reva Foster, Executive Director

CMW/nc/F-12  
Enclosure

**RESOLUTION 2011—125**

**A RESOLUTION AUTHORIZING A CHANGE ORDER #1 FOR  
RESURFACING OF EVERGREEN DRIVE (PHASE II AND III)**

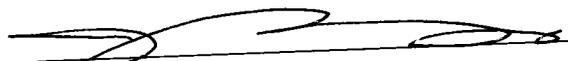
WHEREAS, the Township of Willingboro voted on August 24, 2010 to award bid to American Asphalt Company, 116 Main Street, W. Collingswood Heights, New Jersey in the amount of \$337,823.30 As per Resolution 2010-117; and

WHEREAS, the Engineer has submitted Change Order #1 , copy attached, which represents Extras (Concrete Sidewalk, Curb, gutters, topsoil, fertilizing and seeding) Final adjustment increase of \$49,505.00; and

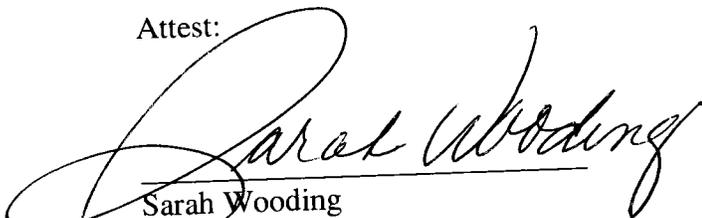
WHEREAS, the rules of the Local Finance Board required such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of June, 2011, as follows:

1. Change Order #1 Final as above adjusts the contract from \$337,823.30 to \$387,328.30
2. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Votes	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon				✓
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

Certification of Availability of Funds

This is to certify to the \_\_\_\_\_ of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 06/29/11  
Resolution Number: 2011-125

Vendor: AMERI032 AMERICAN ASPHALT CO, INC  
116 MAIN STREET  
WEST COLLINGSWOOD H, NJ 08059

Contract: C0-00003 EVERGREEN DRIVE-AMERI. ASPHALT  
RESURFACING

Account Number	Amount	Department Description
C-04-55-909-000-010	4,495.00-	2009 CAPITAL BUDGET
Total	4,495.00-	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

Contract Maintenance

Add

Edit

Close

Delete

<<

>>

Detail

Notes

Contract Id: C0-00003

Allocate

Vendor: AMERIO32

Notes Exist

Description: EVERGREEN DRIVE-AMERI. ASPHALT RESURFACING

Name: AMERICAN ASPHALT CO, INC

116 MAIN STREET

Start Date: 08/30/10

End Date: 08/30/12

Resolution

Resolution

Date

Amount

Line Items: 1

Contract Total: 387,328.30

Allocated: 387,328.30

Unallocated: .00

Open P.O.'s: .00

Paid P.O.'s: 6,958.00

Available: 380,370.30

Resolution	Date	Amount
1. 2010-117	08/24/10	391,823.30
2. 2011-125	06/29/11	49,505.00
3. SEE NOTES	06/29/11	-54,000.00
4. / /		
5. / /		
6. / /		
7. / /		



**R** REMINGTON & VERNICK ENGINEERS  
**V** CHANGE ORDER #1

**CONTRACTOR:**  
 American Asphalt, Inc.  
 116 Main Street  
 W. Collingswood Heights, NJ  
 856-456-2899

05/25/11

**NAME OF PROJECT:**  
 FY 2009 & 2010 NJDOT TRUST FUND RESURFACING OF EVERGREEN DRIVE PHASE II & III  
**PROJECT NUMBER:**  
 0338T091  
**CLIENT:**  
 TOWNSHIP OF WILLINGBORO  
**REASON FOR CHANGE:**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
<b>EXTRAS</b>					
23E	CONCRETE SIDEWALK, 4" THICK	288	SY	\$49.60	\$14,284.80
24E	CONCRETE DRIVEWAY, 6" THICK	401	SY	\$67.60	\$27,107.60
26E	MONOLITHIC ROLLED CONCRETE CURB & GUTTER	327	LF	\$16.75	\$5,477.25
33E	TOPSOILING, 4" THICK	250	SY	\$8.20	\$2,050.00
34E	FERTILIZING & SEEDING, TYPE A-3	250	SY	\$0.50	\$125.00
					<u>\$49,044.65</u>
<b>REDUCTIONS</b>					
				\$0.00	\$0.00
				\$0.00	<u>\$0.00</u>
					\$0.00
<b>SUPPLEMENTALS</b>					
				\$0.00	\$0.00
				\$0.00	<u>\$0.00</u>
					\$0.00
					<u>\$337,823.30</u>
	<b>ORIGINAL CONTRACT AMOUNT</b>				
					<u>\$0.00</u>
	+ SUPPLEMENTAL				
					<u>\$49,044.65</u>
	+ EXTRA				
					<u>\$0.00</u>
	- REDUCTION				
					<u>\$386,867.95</u>
	<b>ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1</b>				

ACCEPTED BY:

*Russ J. [Signature]* 5-25-11  
((CONTRACTOR)) Date

*[Signature]* 5/25/11  
Remington & Vernick Inspector Date

*[Signature]* 5/27/11  
Municipal Engineer Date

*[Signature]* 5/27/11  
Remington & Vernick Engineer Date

APPROVED BY:

*Joanne W. [Signature]* 6/9/2011  
((TOWNSHIP)) Date



**REMINGTON & VERNICK ENGINEERS**  
**CHANGE ORDER #1**

**CONTRACTOR:**  
 American Asphalt, Inc.  
 116 Main Street  
 W. Collingswood Heights, NJ  
 856-456-2899

05/25/11

**NAME OF PROJECT:**  
 FY 2009 & 2010 NJDOT TRUST FUND RESURFACING OF EVERGREEN DRIVE PHASE II & III

**PROJECT NUMBER:**  
 0338T091

**CLIENT:**  
 TOWNSHIP OF WILLINGBORO  
**REASON FOR CHANGE:**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
<b>EXTRAS</b>					
23E	CONCRETE SIDEWALK, 4" THICK	288	SY	\$49.60	\$14,284.80
24E	CONCRETE DRIVEWAY, 6" THICK	401	SY	\$67.60	\$27,107.60
26E	MONOLITHIC ROLLED CONCRETE CURB & GUTTER	327	LF	\$16.75	\$5,477.25
33E	TOPSOILING, 4" THICK	250	SY	\$8.20	\$2,050.00
34E	FERTILIZING & SEEDING, TYPE A-3	250	SY	\$0.50	\$125.00
					<u>\$49,044.65</u>
<b>REDUCTIONS</b>					
				\$0.00	\$0.00
				\$0.00	\$0.00
					<u>\$0.00</u>
<b>SUPPLEMENTALS</b>					
				\$0.00	\$0.00
				\$0.00	\$0.00
					<u>\$0.00</u>
					<u>\$337,823.30</u>
	<b>ORIGINAL CONTRACT AMOUNT</b>				<u>\$0.00</u>
	+ SUPPLEMENTAL				<u>\$49,044.65</u>
	+ EXTRA				<u>\$0.00</u>
	- REDUCTION				<u>\$0.00</u>
	<b>ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1</b>				<u>\$386,867.95</u>

ACCEPTED BY:

*Rand J. [Signature]* 5-25-11  
((CONTRACTOR)) Date  
*Shannon [Signature]* 5/25/11  
Remington & Vernick Inspector Date  
*[Signature]* 5/27/11  
Municipal Engineer Date  
*[Signature]* 5/27/11  
Remington & Vernick Engineer Date

APPROVED BY:

*Joanne M. [Signature]* 6/9/2011  
((TOWNSHIP)) Date

TOWNSHIP OF WILLINGBORO

Interoffice Memorandum

June 2 2011

TO: Ms. Joanne Diggs  
Township Manager

TO  
FROM: Rich Brevogel  
Director of Public Works

Reference: Evergreen Drive Resurfacing Change Order

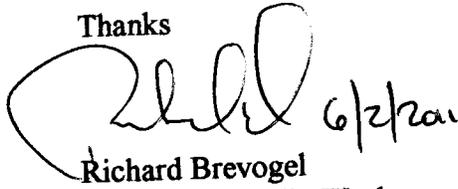


Ms. Diggs,

I have reviewed the request for a change order for additional work on the Evergreen Drive Resurfacing Project. I recommend that it be approved.

If you have any questions please let me know.

Thanks

Handwritten signature of Richard Brevogel, dated 6/2/11.

Richard Brevogel  
Director of Public Works

Approved:

  
Joanne Diggs, Township Manager

RESOLUTION 2011-125

A RESOLUTION AUTHORIZING A CHANGE ORDER #1 FOR RESURFACING OF EVERGREEN DRIVE (PHASE II AND III)

*These are the right amounts as per W.P. at the 6/28/11 mtg*

WHEREAS, the Township of Willingboro voted on August 24, 2010 to award bid to American Asphalt Company, 116 Main Street, W. Collingswood Heights, New Jersey in the amount of ~~\$410,507~~ As per Resolution 2010-117; and

337,823.30

WHEREAS, the Engineer has submitted Change Order #1, copy attached, which represents Extras (Concrete Sidewalk, Curb, gutters, topsoil, fertilizing and seeding) Final adjustment increase of ~~\$337,823.30~~; and

49,505.00

WHEREAS, the rules of the Local Finance Board required such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of June, 2011, as follows:

1. Change Order #1 Final as above adjusts the contract from \$337,823.30 to ~~\$49,505.00~~
2. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

387,328.30

Eddie Campbell, Jr.  
Mayor

Attest:

Sarah Wooding  
Township Clerk

Recorded Votes Yes No Abstain Absent

Councilman Anderson  
Councilman Ayer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION 2011-125

A RESOLUTION AUTHORIZING A CHANGE ORDER #1 FOR RESURFACING OF EVERGREEN DRIVE (PHASE II AND III)

WHEREAS, the Township of Willingboro voted on August 24, 2010 to award bid to American Asphalt Company, 116 Main Street, W. Collingswood Heights, New Jersey in the amount of \$337,823.30 As per Resolution 2010-117; and

WHEREAS, the Engineer has submitted Change Order #1, copy attached, which represents Extras (Concrete Sidewalk, Curb, gutters, topsoil, fertilizing and seeding) Final adjustment increase of \$49,505.00; and

WHEREAS, the rules of the Local Finance Board required such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of June, 2011, as follows:

1. Change Order #1 Final as above adjusts the contract from \$337,823.30 to \$387,328.30
2. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

Jacqueline Jennings  
Deputy Mayor

Attest:

Sarah Wooding  
Township Clerk

Recorded Votes Yes No Abstain Absent

Councilman Anderson  
Councilman Ayer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*6/29/11*  
*Pending bid*  
*final bid*  
*contract (w/ per W.B.)*  
**HOLD**  
*for review*  
*at*

*SLW created*

*6/29/11*  
*I asked B.K.*  
*to pls. make same*  
*notation on*  
*whatever copy*  
*she had*

*6/29/11*  
*SLW created*  
*she will do*  
*necessary*  
*Resol*

July 19, 2011

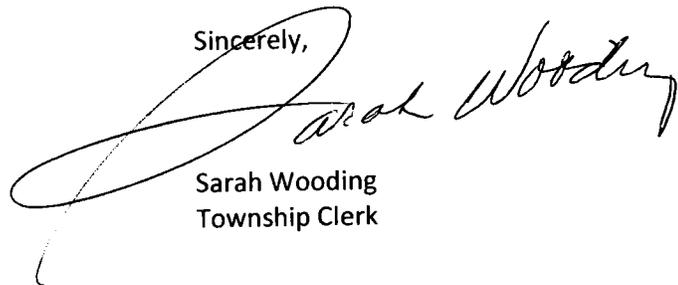
K. Wendell Bibbs, P.E., C.M.E.  
Remington, Vernick, & Arrango, Engineers  
The Presidential Center—Lincoln Building  
Suite 600  
101 Route 130  
Cinnaminson, New Jersey 08077

Re: Resolution 2011—125  
Change Order #1—Evergreen Drive (Phase II and III)

Dear Mr. Bibbs,

Attached is a copy of Resolution 2011—125 adopted by Willingboro Township Council at their meeting of June 28, 2011. Also enclosed are two fully executed copies of the Change Order #1 reason for change information.

Sincerely,

A handwritten signature in black ink that reads "Sarah Wooding". The signature is fluid and cursive, with a large loop at the beginning of the first name.

Sarah Wooding  
Township Clerk

/saw

Encl.

Cc: Barbara Lightfoot-Willingboro Finance Dept.  
File

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP, Vice President

**EXECUTIVE VICE PRESIDENTS**  
Michael D. Vena, PE, PP, CME (deceased 2006)  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

**DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY**  
Bradley A. Blubaugh, BA, MPA

**SENIOR ASSOCIATES**  
John J. Cantwell, PE, PP, CME  
Alan Dittenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogt, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME, LEED  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Faiola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME  
Richard B. Czekanski, PE, CME, BCEE

**Remington & Vernick Engineers**  
232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

**Remington, Vernick  
& Vena Engineers**  
9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

**Remington, Vernick  
& Walberg Engineers**  
845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

**Remington, Vernick  
& Beach Engineers**  
922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203  
Mechanicsburg, PA 17050  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building  
262 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

**Remington, Vernick  
& Arango Engineers**  
The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077  
(856) 303-1245  
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor  
Secaucus, NJ 07094  
(201) 624-2137  
(201) 624-2136 (fax)

May 25, 2011

Richard Brevogel, Director of Public Works  
Township of Willingboro  
25 Industrial Drive  
Willingboro, NJ 08046

**Re: Township of Willingboro  
FY 2009 & 2010 NJDOT Trust Fund Resurfacing of Evergreen Drive  
(Phase II & III), Recommendation for Supplemental Work & Change  
Order No. 1  
RV&A #0338T091**

Dear Mr. Brevogel:

As you may be aware, the Municipality received a total of \$410,707.00 in FY' 2009 & 2010 NJDOT Trust Fund funding for the above captioned project. The contract amount, as awarded is \$337,823.00, which will leave a grant balance of \$72,884.00. If all of the funds are not utilized any remaining balances will be forfeited back to the N.J.D.O.T.

The NJDOT has informed our office that they will not allow the municipality to do a second or individual contract under the grant to replace the storm culvert. Additionally, our office was not successful in reaching an agreement on costs with the current contractor to perform the culvert replacement work as a change order to the current project.

Accordingly, our office is recommending the Municipality perform the supplemental concrete work specifically detailed on the attached estimate in the amount of \$49,050.00.

The pertinent information is listed below:

Total Grant Funding:	\$410,707.00
Original Contract Amount, as awarded:	-\$337,823.30
Recommended Est. for Change Order No. 1:	<u>-\$49,050.00</u>

**FUNDING BALANCE:**

**\$23,883.70**

This would represent a change order of approximately 14.52%.

The estimated grant balance presented above will be expended by reimbursement from the N.J.D.O.T. for inspection and material testing cost(s) upon submission of the project close-out paperwork to the N.J.D.O.T.

T:\Willingboro\T-091 FY 2009 & 2010 NJDOT Trust Fund Resurfacing of Evergreen Drive Phase (II & III)\Inspection & Contract Administration\Insp. Correspondence\Recommendation to perform Supplemental Work Change Order No.1.doc

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www.rve.com

Page 2  
Township of Willingboro  
May 25, 2011

The increase in the aforementioned items is being recommended to rectify existing public safety issues such as; existing sidewalk and driveway tripping hazards, poor drainage along the monolithic curb & gutter, and severely deteriorated / sunken driveway aprons which form ice in the winter.

It is our recommendation that the Township Clerk prepare Resolution for approval and execution of Change Order No. 1 to American Asphalt Company, 116 Main Street, W. Collingswood Heights, NJ 08059 in the amount of \$49,050.00.

Our office has attached four (4) copies of the change order No. 1 in anticipation that it will be approved.

If you have any questions or require any further information, please do not hesitate to contact our Cinnaminson office.

Sincerely,  
**REMINGTON, VERNICK & ARANGO ENGINEERS**

  
K. Wendell Bibbs, P.E., C.M.E.  
Senior Associate & Regional Manager

HS/clg

Enclosures:

c: Joann Diggs, Township Manager  
Mayor & Council c/o Sarah Wooding, Clerk  
Ray Longmore, RV&A  
Hasson Shipman, RV&A

**TOWNSHIP OF WILLINGBORO  
RESOLUTION 2011 -126**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES  
AGREEMENT WITH THE WILLINGBORO BOARD OF EDUCATION FOR  
THE PROVISION OF MAINTENANCE SERVICES**

**WHEREAS**, N.J.S.A. 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for inter-local services known as a Shared Services Agreement for the provision of municipal services ("Agreement"); and

**WHEREAS**, the purpose of Shared Services Agreements is to reduce local expenses funded by property taxpayers; and

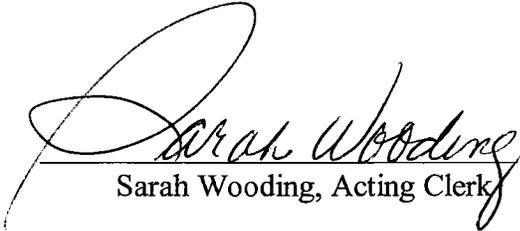
**WHEREAS**, the Township Council of the Township of Willingboro and the Willingboro Board of Education desire to enter into a Shared Services Agreement for the provision of such Maintenance Service providers as Electricians, Plumbers, Carpenter, Locksmiths, Boiler Mechanic and General Maintenance; and

**WHEREAS**, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto; and

**WHEREAS**, the sharing of these services is in the public interest and will benefit the Township of Willingboro and the Willingboro Board of Education.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council, assembled in open public session on this 28th day of June 2011 that the Deputy Mayor and the Township Clerk are hereby authorized to execute the Shared Services Agreement, as attached hereto, between the Township of Willingboro and the Willingboro Board of Education for the provision of Maintenance Services.

Township of Willingboro

  
Sarah Wooding, Acting Clerk

  
Jacqueline Jennings, Deputy Mayor

**CERTIFICATION**

I, Sarah Wooding, Acting Clerk of the Township of Willingboro in the County of Burlington and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Governing Body at its meeting of June 28, 2011

<u>Recorded Vote</u>	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayrer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell				✓

Shared Service Agreement  
For the Provision of the  
Maintenance Services

This agreement made this 28<sup>th</sup> day of June, 2011, by and between the Township of Willingboro, a Municipal Corporation with principal office at Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro", and the Willingboro Township Board of Education, a Municipal Corporation with principal office at 440 Beverly Rancocas Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro BOE", for Maintenance Services.

That Willingboro BOE hereby agrees to perform Maintenance Services which include Electrician, Plumber, Carpenter, Locksmith, Boiler Mechanic and General Maintenance for Willingboro.

This agreement shall be for a one (1) year term commencing on \_\_\_\_\_, and ending \_\_\_\_\_. This Agreement shall be renewable on a monthly basis provided that each party agrees to the extensions two weeks in advance of expiration.

Both parties shall have the right to terminate this Agreement by giving the other party (30) thirty days written notice of the election to do so. Any notice from Willingboro BOE to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to the Willingboro Township Manager at Willingboro Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, or at such other place as Willingboro from time to time in writing may appoint.

**Definitions:**

All service requests will be made in writing by Willingboro and submitted as a Work Order to the Willingboro BOE to be distributed to the appropriate bureau for performance. The Supervisor of Building Services for Willingboro will be its primary representative for the submission of Work Orders.

A Work Order is defined as a request for services by Willingboro for work to be performed in and/or on Township owned property.

**Financials:**

Willingboro shall pay fees for the maintenance services according to the following fee schedule;

POSITION	REGULAR RATE	OVERTIME RATE
<b>ELECTRICIAN</b>	\$31.00 PER HOUR	\$46.00 PER HOUR
<b>PLUMBER</b>	\$31.00 PER HOUR	\$46.00 PER HOUR
<b>CARPENTER</b>	\$34.50 PER HOUR	\$52.00 PER HOUR
<b>LOCKSMITH</b>	\$34.50 PER HOUR	\$52.00 PER HOUR
<b>GENERAL MAINTENANCE</b>	\$34.50 PER HOUR	\$52.00 PER HOUR
<b>BOILER MECHANIC</b>	\$31.00 PER HOUR	\$46.00 PER HOUR

Payment for said services will begin on \_\_\_\_\_.

Coverage:

In the event that qualified maintenance personnel designated by the Willingboro BOE shall be away for an extended period, due to illness or injury etc, Willingboro BOE shall replace said qualified maintenance personnel with another qualified person, but if the personnel are ill or injured for a short period of time, there shall be no obligation on the part of Willingboro BOE to substitute for said personnel.

It is hereby agreed that the ordinary hours shall be between 7:00 a.m. and 5:00 p.m., and that ordinary response time shall be within 24 hours after a Work Order is submitted by the Supervisor of Building Services of Willingboro to the Willingboro BOE. Responses shall be in the order that the Work Orders were received without regard to the Division/Section where the Work Order was originally assigned. Willingboro will be responsible for obtaining any and all permits that may be required for all work and projects undertaken.

Willingboro BOE hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Willingboro, its successors and assigns, from and against any and all loss, damage or injury, together with costs and expenses incident thereto, for claims, for loss, damage, injury, or judgments, together with costs and expenses incidents thereto, arising in any manner, either directly or out of the services contracted for under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

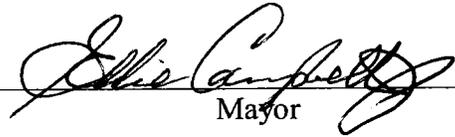
Willingboro BOE represents that it has secured adequate insurance for liability and other Risks, which may result from actions undertaken by the terms of this said contract.

IN WITNESS THEREOF, parties thereto have caused this Agreement to be executed as of the day and year written above.

Attest:

Township of Willingboro

\_\_\_\_\_  
Township Manager

  
\_\_\_\_\_  
Mayor

Attest:

Willingboro Board of Education

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Superintendent

RESOLUTION NO. 2011 - 127

**A RESOLUTION RESCINDING RESOLUTION NO. 2011- OF THE TOWNSHIP OF WILLINGBORO AND ACCEPTING THE PROPOSAL OF THE RODGERS GROUP, LLC AS POLICE DEPARTMENT ACCREDITATION CONSULTANTS FOR THE AMOUNT PROVIDED HEREIN.**

WHEREAS, on April 12, 2011, the Township of Willingboro publicly solicited proposals for a qualified consultants to assist the Township Police department in obtaining recognition from the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) and the New Jersey State Association of Chiefs of Police; and

WHEREAS, the Township received and opened the request for qualifications on May 10, 2011; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., mandates that the Township award the contract to the lowest responsible bidder; and

WHEREAS, the Township received only one proposal, from The Rodgers Group, LLC, of P.O. Box 831, Island Heights, New Jersey 08732, in the amount of Thirty seven thousand dollars, (\$37,000.00) payable in twelve equal monthly installments; and

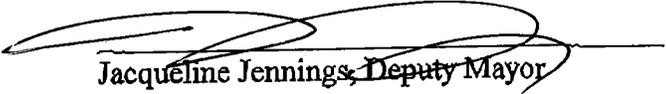
WHEREAS, the Township Council has upon its consideration and review determined that The Rodgers Group, LLC met the qualifications sought by the Township and is the responsible bidder and that it is in the best interest of the Township to accept the proposal of The Rodgers Group, LLC.

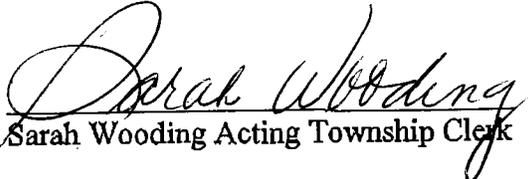
WHEREAS, the acceptance of this proposal is contingent upon the availability of funds for this purpose, and as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28<sup>th</sup> day of June, 2011, hereby accepts the Accreditation Proposal of The Rodgers Group, LLC, and

BE IT FURTHER RESOLVED, that the Deputy Mayor and Clerk are authorized to execute all necessary documents to engage the services of The Rodgers Group, LLC in accordance with the proposal submitted.

Attest:

  
Jacqueline Jennings, Deputy Mayor

  
Sarah Wooding Acting Township Clerk

<b>Recorded Vote</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilman Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Gordon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Certification of Availability of Funds  
-----

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 06/28/11  
Resolution Number: 2011-127

Vendor: RODGERS THE RODGERS GROUP LLC  
6 LINCOLN AVE  
TOMS RIVER, NJ 08753

Contract: C1-00005 RODGERS GROUP-POL ACCREDITATIO

Account Number	Amount	Department Description
1-01-25-240-240-132	35,000.00	POLICE DEPARTMENT
1-01-25-240-247-028	2,000.00	POLICE DEPARTMENT
Total	37,000.00	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer



# TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046  
(609) 877-2200 FAX (609) 835-0782**

July 5, 2011

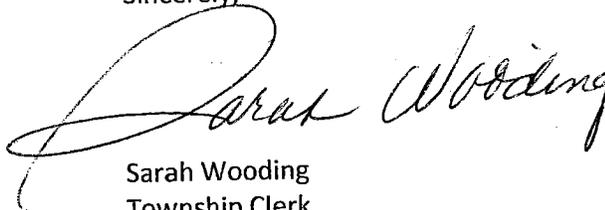
The Rodgers Group, LLC  
P. O. Box 831  
Island Heights, NJ 08732

Re: Resolution 2011-127

Dear Sir/Madam,

Enclosed is a copy of Resolution 2011-127 which was adopted by Willingboro Township Council at their June 28, 2011 meeting.

Sincerely,



Sarah Wooding  
Township Clerk

Encl.

**RESOLUTION OF THE TOWNSHIP OF WILLINGBORO,  
IN THE COUNTY OF BURLINGTON, NEW JERSEY  
MAKING APPLICATION TO THE LOCAL FINANCE  
BOARD PURSUANT TO N.J.S.A. 40A:2-51**

**WHEREAS**, the Township of Willingboro, in the County of Burlington, New Jersey (the "Township") desires to authorize the Burlington County Bridge Commission (the "Commission") to make application on behalf of the Township to the Local Finance Board for its approval pursuant to N.J.S.A. 40A:2-51 to issue refunding bonds of the Township to refund certain of the Township's \$10,039,000 original aggregate principal amount of General Obligation Bonds, Series 2003, issued pursuant to the Commission's 2003 Governmental Loan Program; and

**WHEREAS**, the Township believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the Township;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the Township and will not create an undue financial burden to be placed upon the Township;

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey, as follows:

**Section 1.** The application to the Local Finance Board is hereby approved, and the Commission, along with representatives of the Township and the Commission, are hereby authorized to prepare such application and to represent the Township in matters pertaining thereto.

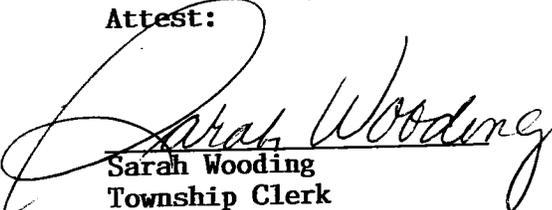
**Section 2.** The Chief Financial Officer of the Township is hereby directed to prepare and file a copy of the refunding bond ordinance, with the Local Finance Board as part of such application.

**Section 3.** The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

The foregoing is a true copy of a resolution adopted by the Township of Willingboro, in the County of Burlington, New Jersey on June 28, 2011.

  
Jacqueline Jennings  
~~Deputy Mayor~~

Attest:

  
Sarah Wooding  
Township Clerk

	Recorded	Votes	Yes	No	Abstain	Absent
Councilman Anderson			✓			
Councilman Ayer			✓			
Councilman Gordon			✓			
Deputy Mayor Jennings						
Mayor Campbell						✓



**CAPEHART  
SCATCHARD**  
ATTORNEYS AT LAW

Brian P. Kowalski  
856.914.2043  
bkowalski@capehart.com

**TO:** Barbara Lightfoot, Financial Director,  
Willingboro Township

Ronald J. Ianoale, Esq.  
McManimon & Scotland, L.L.C.

**FROM:** Brian Kowalski

**DATE:** Jun 21, 2011

**RE:** Burlington County Bridge Commission  
County Guaranteed Pooled Loan Revenue Refunding Bonds, Series 2011

In 2003, Willingboro Township participated in the Burlington County Bridge Commission's (the "Commission") Governmental Loan Program, pursuant to which the Commission issued County Guaranteed Pooled Loan Revenue Bonds, Series 2003 (the "2003 Bonds") to permanently finance various capital improvements for eight municipal participants located within Burlington County. Under the Governmental Loan Program, the Commission used the proceeds of the 2003 Bonds to fund loans to the participants through the purchase of the participant's general obligation bonds (the "Municipal Bonds"). The Commission has determined that under current market conditions a portion of the 2003 Bonds, including bonds issued to finance a loan to Willingboro Township, may be refunded to generate savings for certain participants.

The refunding transaction will be structured in a manner similar to the original pooled loan program. The Commission will sell its 2011 Refunding Bonds to refund the 2003 Bonds. The participants also will sell Refunding Bonds to the Commission to refund the Municipal Bonds pursuant to separate bond purchase agreements (the "Municipal Bond Purchase Agreements") to be executed between each municipality and the Commission. The costs of issuance for the sale of the Commission's 2011 Refunding Bonds will be allocated among the participants based on the percentage of the par amount of the participant's Refunding Bonds to the total amount of the Commission's 2011 Refunding Bonds.

To authorize the refunding transaction, the participants will be required to adopt a refunding bond ordinance pursuant to N.J.S.A. 40A:2-52 of the Local Bond Law and a bond resolution to authorize the sale to the Commission of the participants Refunding Bonds. In addition, the participants will be required to adopt a resolution that authorizes the Commission to file an application on behalf of the participant with the Local Finance Board.

The Commission plans to file the application with Local Finance Board on June 22, 2011 and to request approval of the refunding transaction at the July 13, 2011 meeting of the Local Finance Board.

Therefore, each participant will be required to introduce the refunding bond ordinance and to adopt the Local Finance Board resolution at their next scheduled meeting.

The procedures for the adoption of the refunding bond ordinance are the same as those prescribed for the adoption of a bond ordinance, including the preparation and filing of a supplemental debt statement and the publication of public notices after introduction and adoption of the refunding bond ordinance.

The Commission plans to price the 2011 Refunding Bonds in early August and to close the refunding bond transaction by the end of August, 2011. Each participant will be required to execute the Municipal Bond Purchase Agreement after the Commission prices the 2011 Refunding Bonds. Each participant also will be required to deliver at or prior to the bond closing the certificates and opinions required by the Municipal Bond Purchase Agreement.

Enclosed are initial drafts of the form of the Refunding Bond Ordinance and the Local Finance Board Resolution. Forms of the Bond Resolution and the Municipal Bond Purchase Agreement will be circulated under separate cover. After introduction, please forward to my attention certified copies of the Refunding Bond Ordinance and the Local Finance Board Resolution, which we will file with the Local Finance Board.

If you have any questions on the structure of the transaction or on the enclosed documents, please contact me.

BPK:ce

cc: John D. Jeffers, Burlington County Bridge Commission  
Jennifer G. Edwards, Acacia Financial Group, Inc.

**RESOLUTION OF THE TOWNSHIP OF WILLINGBORO,  
IN THE COUNTY OF BURLINGTON, NEW JERSEY  
MAKING APPLICATION TO THE LOCAL FINANCE  
BOARD PURSUANT TO N.J.S.A. 40A:2-51**

**WHEREAS**, the Township of Willingboro, in the County of Burlington, New Jersey (the "Township") desires to authorize the Burlington County Bridge Commission (the "Commission") to make application on behalf of the Township to the Local Finance Board for its approval pursuant to N.J.S.A. 40A:2-51 to issue refunding bonds of the Township to refund certain of the Township's \$10,039,000 original aggregate principal amount of General Obligation Bonds, Series 2003, issued pursuant to the Commission's 2003 Governmental Loan Program; and

**WHEREAS**, the Township believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the Township;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the Township and will not create an undue financial burden to be placed upon the Township;

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey, as follows:

**Section 1.** The application to the Local Finance Board is hereby approved, and the Commission, along with representatives of the Township and the Commission, are hereby authorized to prepare such application and to represent the Township in matters pertaining thereto.

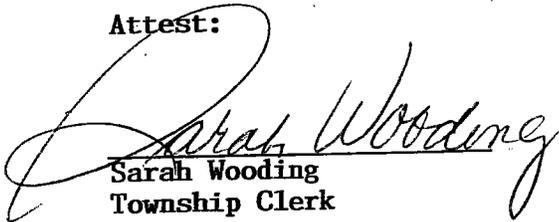
**Section 2.** The Chief Financial Officer of the Township is hereby directed to prepare and file a copy of the refunding bond ordinance, with the Local Finance Board as part of such application.

**Section 3.** The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

The foregoing is a true copy of a resolution adopted by the Township of Willingboro, in the County of Burlington, New Jersey on June 28, 2011.

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Votes	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayrer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell				✓



**CAPEHART  
SCATCHARD**  
ATTORNEYS AT LAW

Brian P. Kowalski  
856.914.2043  
bkowalski@capehart.com

**TO:** Barbara Lightfoot, Financial Director,  
Willingboro Township

Ronald J. Ianoale, Esq.  
McManimon & Scotland, L.L.C.

**FROM:** Brian Kowalski

**DATE:** Jun 21, 2011

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To authorize the refunding transaction, the participants will be required to adopt a refunding bond ordinance pursuant to N.J.S.A. 40A:2-52 of the Local Bond Law and a bond resolution to authorize the sale to the Commission of the participants Refunding Bonds. In addition, the participants will be required to adopt a resolution that authorizes the Commission to file an application on behalf of the participant with the Local Finance Board.

The Commission plans to file the application with Local Finance Board on June 22, 2011 and to request approval of the refunding transaction at the July 13, 2011 meeting of the Local Finance Board.

June 21, 2011

Page 2

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If you have any questions on the structure of the transaction or on the enclosed documents, please contact me.

BPK:ce

cc: John D. Jeffers, Burlington County Bridge Commission  
Jennifer G. Edwards, Acacia Financial Group, Inc.



# TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD**  
**WILLINGBORO, NEW JERSEY 08046**  
**(609) 877-2200 FAX (609) 835-0782**

July 5, 2011

Brian P. Kowalski  
Laurel Corporate Center  
8000 Midlantic Drive  
Suite 300 South  
Mt. Laurel, New Jersey 08054

Re: Resolution 2011—128 &  
Ordinance 2011—8

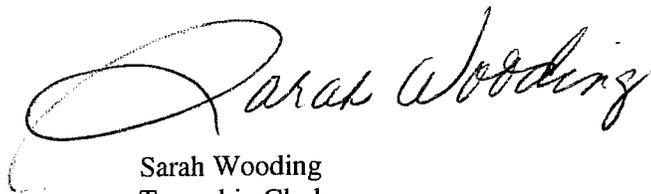
Dear Mr. Kowalski,

Enclosed is a copy of Resolution 2011—128 and Ordinance 2011—8 which was adopted by Township Council at their June 28, 2011 meeting.

As per our phone conversation the above mentioned information was scanned and emailed to you, with hard copy to follow.

Thank you.

Sincerely,



Sarah Wooding  
Township Clerk

Encl.

/saw

Cc: John Jeffers (emailed as per Mr. Kowalski)  
Jennifer G. Edwards (emailed as per Mr. Kowalski)

**RESOLUTION OF THE TOWNSHIP OF WILLINGBORO,  
IN THE COUNTY OF BURLINGTON, NEW JERSEY  
MAKING APPLICATION TO THE LOCAL FINANCE  
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**WHEREAS**, the Township believes that:

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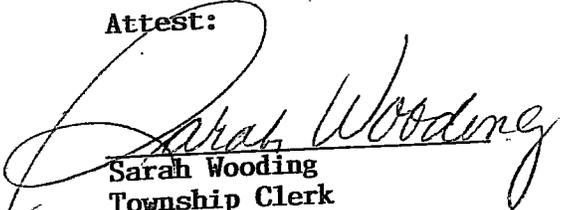
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The foregoing is a true copy of a resolution adopted by the Township of Willingboro, in the County of Burlington, New Jersey on June 28, 2011.

  
Jacqueline Jennings  
~~Deputy Mayor~~

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Votes  
Councilman Anderson  
Councilman Ayrer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ORDINANCE NO. 2011-8

**BOND ORDINANCE OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,750,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS OF THE TOWNSHIP TO REFUND CERTAIN OUTSTANDING BONDS, AND APPROPRIATING THE PROCEEDS OF SUCH REFUNDING BONDS TO SUCH PURPOSE.**

**WHEREAS**, in 2003, the Township of Willingboro, in the County of Burlington, New Jersey (the "Township") participated in the Burlington County Bridge Commission's (the "Commission") Governmental Loan Program and issued its \$10,039,000 original aggregate principal amount of General Obligation Bonds, Series 2003 (the "2003 Bonds") to the Commission to evidence a loan from the Commission the proceeds of which were used to permanently finance various capital improvements;

**WHEREAS**, the Commission has notified the Township that under current market conditions, the 2003 Bonds maturing on and after December 1, 2014 (the "2003 Refunded Bonds") may be refunded for savings through the issuance by the Commission of pooled loan refunding bonds (the "Refunding Program");

**WHEREAS**, the Township has determined to participate in the Commission's Refunding Program and to issue to the Commission its general obligation refunding bonds, pursuant to the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("the Local Bond Law") to refinance all or a portion of the 2003 Refunded Bonds, in accordance with the Refunding Program and as provided in this refunding bond ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), as follows:

**SECTION 1.** The Township hereby authorizes the refunding of all or a portion of the 2003 Refunded Bonds through the Commission's Refunding Program. In order to refund the 2003 Refunded Bonds, negotiable refunding bonds of the Township are hereby authorized to be issued in an aggregate principal amount not to exceed \$9,750,000 (the "Refunding Bonds") pursuant to and within the limitations prescribed by the Local Bond Law. The proceeds of the Refunding Bonds are hereby appropriated to the purpose described in this Section 1.

**SECTION 2.** (a) The Refunding Bonds will be issued for the purpose of (i) refunding all or a portion of the principal amount of the 2003 Refunded Bonds, including the

payment of principal of and interest on the 2003 Refunded Bonds to maturity or earlier redemption and, as applicable, the payment of interest accrued thereon to the date fixed for redemption and the redemption price thereof, and (ii) paying the cost of the issuance relating to the Refunding Bonds.

(b) The aggregate costs of issuing the Refunding Bonds as provided by N.J.S.A. 40A:2-51(b) and as allocated by the Commission to the Township under the Refunding Program, including printing, advertising, accounting, financial and legal services, rating agency fees, underwriter's discount, verification agent fees and bond insurance premium, if any, will not exceed \$200,000, exclusive of accrued interest, if any. Such amount is included in the maximum authorized aggregate principal amount of Refunding Bonds set forth in Section 1 hereof.

(c) The Refunded Bonds shall be paid at maturity or, if subject to redemption prior to maturity, called for redemption prior to maturity thereof as provided in the Refunded Bond certificates. A portion of the proceeds from the sale of the Refunding Bonds shall be deposited in trust by the Commission on behalf of the Township to provide for the payment and retirement of the Refunded Bonds.

**SECTION 3.** The Township Council hereby covenants on behalf of the Township to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the Refunding Bonds authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

**SECTION 4.** The full faith and credit of the Township is hereby pledged to the punctual payment of the principal of and the interest on the Refunding Bonds authorized by this Bond Ordinance. The Refunding Bonds shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable real property within the Township for the payment of the Refunding Bonds and the interest thereon without limitation as to rate or amount.

**SECTION 5.** All other matters with respect to the Refunding Bonds not contained or determined in or pursuant to this Bond Ordinance shall be determined by resolution of the Township adopted prior to the issuance of the Refunding Bonds.

**SECTION 6.** The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the refunding bonds in this bond ordinance by \$9,750,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

**SECTION 7.** A certified copy of this Bond Ordinance, as introduced and adopted upon first reading, shall be filed with the Commission and the Director of the Division

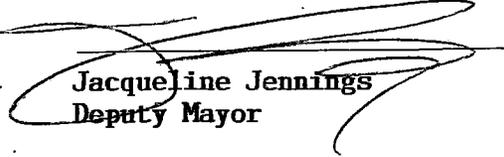
of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption hereof, together with the statement signed by the Chief Financial Officer of the Township required by N.J.S.A. 40A:2-55.

**SECTION 8.** This Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this Bond Ordinance, as finally adopted as required by N.J.S.A. 40A:2-55.

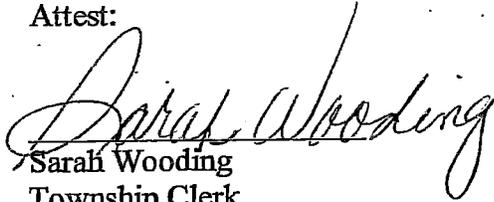
### **NOTICE OF PENDING BOND ORDINANCE**

PUBLIC NOTICE IS HEREBY GIVEN that the foregoing bond ordinance was duly introduced and passed upon first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey, held on June 28, 2011. Further notice is hereby given that said bond ordinance will be considered for final passage and adoption, after public hearing thereon, at a regular meeting of said Township Council to be held in the Municipal Building, One Salem Road, Willingboro, New Jersey on July 26th, 2011 at 7:00 o'clock p.m., and during the week prior to and up to and including the date of such meeting, copies of said bond ordinance will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

Sarah Wooding  
Township Clerk

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Ayrer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Gordon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dep. Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

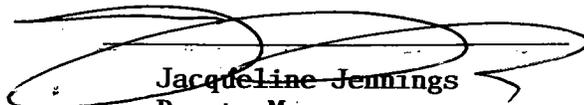
RESOLUTION NO. 2011---129

AUTHORIZING THE APPROVAL OF VOUCHERS FOR PAYMENT AND RATIFICATION

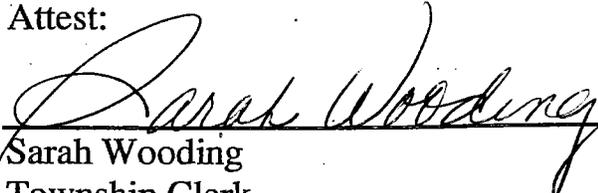
WHEREAS, Willingboro township Council received the June, 2011 Bill List and had an opportunity to review said Bill List; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the township of Willingboro, assembled in public session this 28<sup>th</sup> day of June, 2011; that the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Director of finance for her information and attention.

  
Jacqueline Jennings  
Deputy Mayor

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings				
Mayor Campbell				✓

**RESOLUTION NO. 2011-130**

**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and

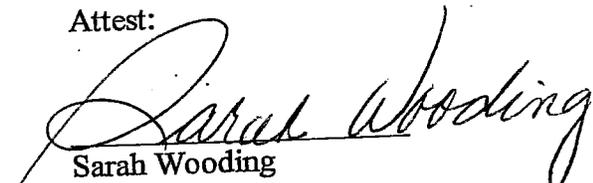
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of June, 2011, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.

  
Jacqueline Jennings  
~~Deputy Mayor~~

Attest:

  
Sarah Wooding  
Township Clerk

Recorded Vote  
Councilman Anderson  
Councilman Ayrer  
Councilman Gordon  
Dep. Mayor Jennings  
Mayor Campbell

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>			
			<input checked="" type="checkbox"/>

# OVERPAYMENT FOR TAXES

RODINA ROUSE 5 MULLSHIRE LANE WILLINGBORO, NJ 08046 BLOCK 533 LOT 33 5 MULLSHIRE LANE OVERPAYMENT TAXES	\$90.00
QUE'LOND & ABRELLA HUGHES 10 PLUMTREE LANE WILLINGBORO, NJ 08046 BLOCK 328 LOT 21 10 PLUMTREE LANE OVERPAYMENT TAXES	\$1,126.50
DEBRA J. WRIGHT 17 ROBERTS PLACE WILLINGBORO, NJ 08046 BLOCK 902 LOT 188 17 ROBERTS PLACE OVERPAYMENT TAXES	\$892.08
LEVERNE & BETTY COCHRAN 7 NEWHALL COURT WILLINGBORO, NJ 08046 BLOCK 1003 LOT 46 7 NEWHALL COURT OVERPAYMENT TAXES	\$265.14
IRMA & JAMES LAMAR 59 BALFOUR LANE WILLINGBORO, NJ 08046 BLOCK 215 LOT 19 59 BALFOUR LANE OVERPAYMENT TAXES	\$14.03
JULIA A. KELLY 50 ELMWOOD LANE WILLINGBORO, NJ 08046 BLOCK 801 LOT 79 50 ELMWOOD LANE OVERPAYMENT TAXES	\$343.26
E.M. SWANTAK & MILLARD MACK JR. 29 ENDWELL LANE WILLINGBORO, NJ 08046 BLOCK 820 LOT 9 29 ENDWELL LANE OVERPAYMENT TAXES	\$1,175.85

# OVERPAYMENT FOR TAXES

SUSAN ISACKSON 60 EMBER LANE WILLINGBORO, NJ 08046 BLOCK 836 LOT 39 60 EMBER LANE OVERPAYMENT TAXES	\$1,154.39
BENJAMIN J. INGEBOG DAVIS 42 TOWER LANE WILLINGBORO, NJ 08046 BLOCK 1120 LOT 15 42 TOWER LANE OVERPAYMENT TAXES	\$548.61
JOSEPH W. & BARBARA M. CARCASIO 95 GAFFNEY LANE WILLINGBORO, NJ 08046 BLOCK 703 LOT 3 95 GAFFNEY LANE OVERPAYMENT TAXES	\$236.20
ANDRE BELL 40 CRESTVIEW DRIVE WILLINGBORO, NJ 08046 BLOCK 412 LOT 39 40 CRESTVIEW DRIVE OVERPAYMENT TAXES	\$500.00
ROWLAND & THERESA M. HARRIS 32 BRIERDALE LANE WILLINGBORO, NJ 08046 BLOCK 204 LOT 10 32 BRIERDALE LANE OVERPAYMENT TAXES	\$111.77
EDWARD & CAROL HAWKINS 17 NOLAND LANE WILLINGBORO, NJ 08046 BLOCK 1006 LOT 5 17 NOLAND LANE OVERPAYMENT TAXES	\$246.75
F. TORRES BURGOS & MARIAM TORRES 35 BRIERDALE LANE WILLINGBORO, NJ 08046 BLOCK 203 LOT 25 35 BRIERDALE LANE OVERPAYMENT TAXES	\$683.94

# OVERPAYMENT FOR TAXES

AURORA FINANCIAL GROUP, INC 9 EVES DRIVE SUITE 190 PO BOX 288 MARLTON, NJ 08053 BLOCK 305.03 LOT 61 33 PLUMTREE LANE OVERPAYMENT TAXES	\$205.67
FAMILY SERVICE OF BURL. CO. NJ 24 GABRIEL LANE WILLINGBORO, NJ 08046 BLOCK 715 LOT 2 24 GABRIEL LANE OVERPAYMENT TAXES	\$2,568.88
LILLIAN BURNSIDE 24 PINETREE LANE WILLINGBORO, NJ 08046 BLOCK 322 LOT 27 24 PINETREE LANE OVERPAYMENT TAXES	\$1,058.07
JOHN J. & ANDRIA MALONEY IV 39 BEECHNUT LANE WILLINGBORO, NJ 08046 BLOCK 20.02 LOT 21 39 BEECHNUT LANE OVERPAYMENT TAXES	\$1,271.97
WILLIAM P. & BILLIE JO MAYES 10 BIRDSEYE LANE WILLINGBORO, NJ 08046 BLOCK 218 LOT 4 10 BIRDSEYE LANE OVERPAYMENT TAXES	\$179.62
HENRY & PHYLLIS TOWNES 19 EASTERN LANE WILLINGBORO, NJ 08046 BLOCK 826 LOT 26 19 EASTERN LANE OVERPAYMENT TAXES	\$1,264.67

## OVERPAYMENT FOR TAXES

CAROLYN QUINN 195 TIFFANY LANE WILLINGBORO, NJ 08046 BLOCK 1128 LOT 1 195 TIFFANY LANE OVERPAYMENT TAXES	\$100.00
WILLIAM MANLY 28 HINSDALE LANE WILLINGBORO, NJ 08046 BLOCK 624 LOT 8 28 HINSDALE LANE OVERPAYMENT TAXES	\$220.34
THOMAS PHILLIPS 29 NORTHGATE LANE WILLINGBORO, NJ 08046 BLOCK 1017 LOT 9 29 NORTHGATE LANE OVERPAYMENT TAXES	\$500.00
RICHARD H. & PEARL M. ADAMS 15 TRINITY TURN WILLINGBORO, NJ 08046 BLOCK 1118 LOT 28 15 TRINITY TURN OVERPAYMENT TAXES	\$264.37
COLEMAN & DORIS COX 59 TREBING LANE WILLINGBORO, NJ 08046 BLOCK 1104 LOT 10 59 TREBING LANE OVERPAYMENT TAXES	\$338.70
MARIA M. TORRES & I. TORRES-BURGOS 35 BRIERDALE LANE WILLINGBORO, NJ 08046 BLOCK 203 LOT 25 35 BRIERDALE LANE OVERPAYMENT TAXES	\$242.88
ANNIE R. & CHARLIE C. STEWART 9 POND LANE WILLINGBORO, NJ 08046 BLOCK 304 LOT 41 9 POND LANE OVERPAYMENT TAXES	\$212.57

# OVERPAYMENT FOR TAXES

BOBBIE J. JOHNSON 14 BLACKWELL LANE WILLINGBORO, NJ 08046 BLOCK 219 LOT 5 14 BLACKWELL LANE OVERPAYMENT TAXES	\$185.11
GEORGE H. WATLINGTON 27 SPIRALWOOD LANE WILLINGBORO, NJ 08046 BLOCK 137 LOT 8 27 SPIRALWOOD LANE OVERPAYMENT TAXES	\$190.55
JOSE R. & LUZ E. VALCARCEL 39 SNOWFLOWER LANE WILLINGBORO, NJ 08046 BLOCK 111 LOT 12 39 SNOWFLOWER LANE OVERPAYMENT TAXES	\$190.29
MICHAEL & ROBIN R. SHINE 115 CLUB HOUSE DRIVE WILLINGBORO, NJ 08046 BLOCK 415 LOT 13 115 CLUB HOUSE DRIVE OVERPAYMENT TAXES	\$209.89
GEORGE & BERNETTA BAILEY 16 HASKELL LANE WILLINGBORO, NJ 08046 BLOCK 610 LOT 5 16 HASKELL LANE OVERPAYMENT TAXES	\$274.55
JOSEPH E. GULICK 23 NORMONT LANE WILLINGBORO, NJ 08046 BLOCK 1009 LOT 21 23 NORMONT LANE OVERPAYMENT TAXES	\$312.29
FREDERICK S. SCRUGGS 52 TWILIGHT LANE WILLINGBORO, NJ 08046 BLOCK 1112 LOT 3 52 TWILIGHT LANE OVERPAYMENT TAXES	\$371.16

# OVERPAYMENT FOR TAXES

KATTIE R. WILLIAMS  
28 HAMILTON LANE  
WILLINGBORO, NJ 08046  
BLOCK 603  
LOT 9  
28 HAMILTON LANE  
OVERPAYMENT TAXES

\$210.30

WILLIE E. & PATTIE L. CARROLL  
41 PEPPERMINT LANE  
WILLINGBORO, NJ 08046  
BLOCK 303  
LOT 27  
41 PEPPERMINT LANE  
OVERPAYMENT TAXES

\$658.71

58

**TOWNSHIP OF WILLINGBORO  
RESOLUTION 2011-131**

**A RESOLUTION AUTHORIZING THE 2011 SMARTH GROWTH PLANNING  
GRANT PROJECT AGREEMENT WITH ASSOCIATION OF NEW JERSEY  
ENVIRONMENTAL COMMISSIONS (ANJEC)**

**WHEREAS**, it is a goal of the Township to become an example of sustainable growth and energy efficiency; and

**WHEREAS**, the Township seeks to prepare a Green Buildings and Environmental Sustainability Plan Element (Green Plan Element); and

**WHEREAS**, to prepare a Green Plan Element, the Township will need to contract with a professional environmental consultant who will collaborate with a Project team made up of the Environment Commission and representatives of the Planning board; and

**WHEREAS**, this Green Plan Element will provide for, encourage, and promote the efficient use of natural resources and the installation and usage of renewable energy systems; and consider the impact of buildings on the environment, pursuant to N.J.S.A. 40:55D-28d.(16); and

**WHEREAS**, the Township's Engineers have prepared an ANJEC Sustainable Land Use Planning Grant application to assist the Township with matching funds for this project;

**WHEREAS**, the Township Council approved the grant application and the fee for these services will be provided for a not to exceed amount of \$10,720.00, half of the cost of which will be paid by the ANJEC Grant requiring an expenditure of \$5,360.00 by the Township by Resolution 2011- 53 ; and

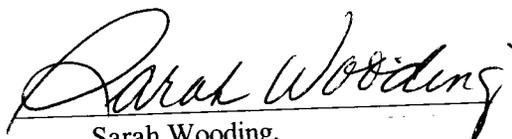
**WHEREAS**, the Township Council has the Grant has been awarded to the Township of Willingboro in the amount of \$5,360.00; and

**WHEREAS**, the Township Council determined that it is in the public interest of and will benefit the Township of Willingboro; and

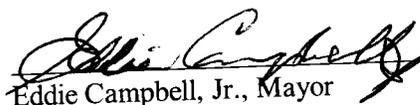
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council, assembled in open public session on this 5<sup>th</sup> day of July 2011 that the Mayor and the Township Clerk are hereby authorized to execute the ANJEC 2011 Smart Growth Planning Grant Project Agreement.

Attest:

Township of Willingboro



Sarah Wooding,  
Township Clerk



Eddie Campbell, Jr., Mayor

**CERTIFICATION**

I, Sarah Wooding, Deputy Clerk of the Township of Willingboro in the County of Burlington and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Governing Body at its meeting of July 5, 2011.

Recording Votes

Councilman Anderson	Yes
Councilman Ayrer	Yes
Councilman Gordon	Absent
Deputy Mayor Jennings	Yes
Mayor Campbell	Yes

**Motion carried.**

**Resolution 2011---131**

2011 SMART GROWTH PLANNING GRANT PROJECT  
 AGREEMENT

MUNICIPALITY: Township of Willingboro, Burlington County, NJ  
 PROJECT: Green Building and Environmental Sustainability Element Project  
 GRANT AMOUNT: \$5360.

PURPOSE: The Township will contract with a professional environmental consultant to develop a Green Building and Environmental Sustainability Element (GBESE) for the municipal Master Plan. The consultant will collaborate with a Project Team (PT) made up of the Environmental Commission and representatives of the Planning Board. The Project Team will conduct public outreach activities, including a community visioning session, to inform residents about the GBESE throughout its development and solicit input. On completion, the Environmental Commission will present the GBESE to the Planning Board with a recommendation for adoption into the Master Plan.

TASKS AND TIMETABLE:

June 1 through July 31, 2011	<ul style="list-style-type: none"> <li>• ANJEC Agreement signed by both parties</li> <li>• Township contracts with environmental consultant</li> <li>• Kickoff meeting with consultant, PT and ANJEC liaison</li> </ul>
Aug. 1 through Sept. 30, 2011	<ul style="list-style-type: none"> <li>• PT develops press release article on project and opportunities for public input; distributes through newspapers and website</li> <li>• QUARTERLY REPORT due at ANJEC 8/15/11</li> <li>• Consultant collects/compiles data; creates template and materials for Community Visioning Session</li> <li>• PT publicizes Visioning Session through media and website; invites Planning Board, governing body, ANJEC</li> <li>• Consultant and PT host Visioning Session</li> </ul>
Oct. 1 through Nov. 30, 2011	<ul style="list-style-type: none"> <li>• Consultant compiles community input; prepares draft GBESE and submits to PT</li> <li>• QUARTERLY REPORT due at ANJEC 11/15/11</li> <li>• Consultant meets with PT to review work to date</li> </ul>
Dec. 1 through Jan 31, 2012	<ul style="list-style-type: none"> <li>• Consultant revises draft GBESE; circulates to PT and Planning Board</li> <li>• PT posts draft GBSE on website for public review; publicizes with press release</li> <li>• PT and consultant make final revisions to GBESE</li> </ul>
Feb. 1 through Mar. 31, 2012	<ul style="list-style-type: none"> <li>• PT delivers GBESE to Planning Board with recommendation to adopt</li> <li>• Consultant develops Power Point for adoption hearing</li> <li>• PT helps to publicize adoption hearing, invites ANJEC</li> <li>• QUARTERLY REPORT due at ANJEC 2/15/12</li> <li>• Consultant and PT present GBESE at adoption hearing</li> </ul>
Apr. 1 through May 30, 2012	<ul style="list-style-type: none"> <li>• PT develops final article on project; posts final GBESE on website</li> <li>• QUARTERLY REPORT due at ANJEC 5/15/12 OR</li> <li>• PT submits documentation on expenditure of funds, web link, and copies of all grant products (incl. one paper and one pdf copy of GBSE) to ANJEC to request reimbursement</li> </ul>

QUARTERLY PROGRESS REPORTS DUE AT ANJEC: Aug. 15, 2011, Nov. 15, 2011, Feb. 15, 2012; May 15, 2012. If, with consent of ANJEC, project runs past June 30, 2012, reports continue to be due quarterly thereafter. Grantee will utilize the reporting format provided by ANJEC for all quarterly reports.

TOWNSHIP OF WILLINGBORO AGREES TO:

1. Use the grant funds solely for the purposes described in the written proposal (March, 2011) and schedule set out above, and to forego/repay any portion not used for the purpose of this grant.
2. Provide matching funds in the amount of \$5360. and in-kind services by volunteers and municipal staff as needed to complete all tasks
3. Maintain complete and accurate records of all expenditures related to the project.
4. Submit brief quarterly reports and a full final report on the manner in which the funds, including matching funds and in-kind services, are used and the progress made in accomplishing the tasks set out above.
5. Notify ANJEC staff liaison of at least one meeting date per reporting period (quarterly); *liaison may attend.*
6. Work cooperatively with ANJEC staff to ensure that the project is carried to completion according to the proposal and the schedule set out above. ANJEC reserves the right to withdraw its financial support if the project does not maintain progress or falls significantly behind schedule.
7. Acknowledge the grant by including the following on the title or acknowledgements page: *"This plan was prepared with the assistance of a Sustainable Land Use Planning Grant from the Association of New Jersey Environmental Commissions."*
8. Provide to ANJEC copies of all final materials developed for this project, for use as models in other municipalities.

Grant funds from ANJEC will be paid to the Township of Willingboro upon completion of the project and delivery of final report and materials to ANJEC.

Grantor: ANJEC

By Sandy Batty  
Sandy Batty, Exec. Director

Date 8/1/11

Grantee: Township of Willingboro

By Eddie Campbell, Jr.  
Eddie Campbell, Jr., Mayor

Date July 5, 2011



## 2011 SMART GROWTH PLANNING GRANT PROJECT AGREEMENT

MUNICIPALITY: Township of Willingboro, Burlington County, NJ  
 PROJECT: Green Building and Environmental Sustainability Element Project  
 GRANT AMOUNT: \$5360.

**PURPOSE:** The Township will contract with a professional environmental consultant to develop a Green Building and Environmental Sustainability Element (GBESE) for the municipal Master Plan. The consultant will collaborate with a Project Team (PT) made up of the Environmental Commission and representatives of the Planning Board. The Project Team will conduct public outreach activities, including a community visioning session, to inform residents about the GBESE throughout its development and solicit input. On completion, the Environmental Commission will present the GBESE to the Planning Board with a recommendation for adoption into the Master Plan.

### TASKS AND TIMETABLE:

June 1 through July 31, 2011	<ul style="list-style-type: none"> <li>• ANJEC Agreement signed by both parties</li> <li>• Township contracts with environmental consultant</li> <li>• Kickoff meeting with consultant, PT and ANJEC liaison</li> </ul>
Aug. 1 through Sept. 30, 2011	<ul style="list-style-type: none"> <li>• PT develops press release article on project and opportunities for public input; distributes through newspapers and website</li> <li>• QUARTERLY REPORT due at ANJEC 8/15/11</li> <li>• Consultant collects/compiles data; creates template and materials for Community Visioning Session</li> <li>• PT publicizes Visioning Session through media and website; invites Planning Board, governing body, ANJEC</li> <li>• Consultant and PT host Visioning Session</li> </ul>
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QUARTERLY PROGRESS REPORTS DUE AT ANJEC: Aug. 15, 2011, Nov. 15, 2011, Feb. 15, 2012; May 15, 2012. If, with consent of ANJEC, project runs past June 30, 2012, reports continue to be due quarterly thereafter. *Grantee will utilize the reporting format provided by ANJEC for all quarterly reports.*

TOWNSHIP OF WILLINGBORO AGREES TO:

1. Use the grant funds solely for the purposes described in the written proposal (March, 2011) and schedule set out above, and to forego/ repay any portion not used for the purpose of this grant.
2. Provide matching funds in the amount of \$5360. and in-kind services by volunteers and municipal staff as needed to complete all tasks
3. Maintain complete and accurate records of all expenditures related to the project.
4. Submit brief quarterly reports and a full final report on the manner in which the funds, including matching funds and in-kind services, are used and the progress made in accomplishing the tasks set out above.
5. Notify ANJEC staff liaison of at least one meeting date per reporting period (quarterly); *liaison may attend.*
6. Work cooperatively with ANJEC staff to ensure that the project is carried to completion according to the proposal and the schedule set out above. ANJEC reserves the right to withdraw its financial support if the project does not maintain progress or falls significantly behind schedule.
7. Acknowledge the grant by including the following on the title or acknowledgements page: *'This plan was prepared with the assistance of a Sustainable Land Use Planning Grant from the Association of New Jersey Environmental Commissions.'*
8. Provide to ANJEC copies of all final materials developed for this project, for use as models in other municipalities.

Grant funds from ANJEC will be paid to the Township of Willingboro upon completion of the project and delivery of final report and materials to ANJEC.

Grantor: ANJEC

By Sandy Batty  
Sandy Batty, Exec. Director

Date 8/1/11

Grantee: Township of Willingboro

By Eddie Campbell, Jr.  
Eddie Campbell, Jr., Mayor

Date July 5, 2011

Certification of Availability of Funds  
-----

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 08/03/11  
Resolution Number: 2011-131

Vendor: REMIN033 REMINGTON&VERNICK ENG. INC  
232 KINGS HIGHWAY  
HADDONFIELD, NJ 08033

Contract: C1-00006 R&V Smart Growth Planning Proj

Account Number	Amount	Department Description
1-01-20-165-000-145	5,360.00	ENGINEERING SERVICES & COSTS
Total	5,360.00	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

Resolution 2011-132

Executive Session

Not Needed

COPY

RESOLUTION NO. 2011—133

A RESOLUTION AUTHORIZING THE SUBMISSION OF 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (Burlington County Youth Mentoring Project)

WHEREAS, Willingboro Township Council has been informed of the Willingboro Police Department's grant submission for 2011 Edward Byrne Memorial Justice Assistance Grant (Burlington County Youth Mentoring Project); and

WHEREAS, it is in the best interest of the Township of Willingboro to apply for said Grant (\$15,389).

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of July, 2011, that the Township Council authorizes and supports the grant application and hereby authorizes Public Safety Director Gregory Rucker to sign the memorandum of agreement.

Eddie Campbell, Jr.
Mayor

Attest:

Sarah Wooding
Acting Township Clerk

Recorded Vote

Yes No Abstain Absent

Councilman Anderson

Councilman Ayer

Councilman Gordon

Deputy Mayor Jennings

Mayor Campbell

Handwritten checkmarks in the recorded vote table.

ATTACHMENT 2

**BURLINGTON COUNTY YOUTH MENTORING PROJECT**

**BUDGET NARRATIVE**

Funds for this project will be used to cover the overtime costs of law enforcement officers from the Burlington County Sheriff's Department and the Willingboro Township Police Department. In addition, we will purchase supplies such as t-shirts, uniforms, awards, prizes, food and other items that will allow us to sponsor youth events or attend existing events in an effort to provide law enforcement mentors. We will also contract for services for some events such as art programs, musical entertainment and other attractions.

**BUDGET DETAIL**

A.	PERSONNEL	
	200 law enforcement officers' hours @ \$ 50/hour	\$ 10,000
B.	FRINGE BENEFITS	\$ 0
C.	TRAVEL (bus rentals for trips)	\$ 0
D.	EQUIPMENT	\$ 0
E.	SUPPLIES (food, games, awards, etc.)	\$ 5,389
F.	CONSTRUCTION	\$ 0
G.	CONSULTANTS/CONTRACTORS	\$ 0
H.	OTHER COSTS	\$ 0
I.	INDIRECT COSTS	\$ 0

TOTAL PROJECT COSTS \$ 15,389

Federal Request     \$ 15,389    

Non-Federal Amount         0

ATTACHMENT 1

**BURLINGTON COUNTY YOUTH MENTORING PROJECT**  
**PROGRAM NARRATIVE**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

**NEEDS ASSESSMENT**

Burlington County, New Jersey, is a rapidly growing suburban area that is bordered by Trenton, Camden and Philadelphia which are cities known for their high violent crime rates with a nexus to gang involvement. Our county has an estimated 2010 population of 448,734 residents in its 827 square miles. A light rail system provides easy access between these cities through the county's riverfront towns for a train fare of \$1.50. Burlington County is also bisected by Interstate Route 295 and the New Jersey Turnpike that are both heavily traveled corridors for drug traffic coming from the south toward New York City. Our geographic location and the burgeoning gang-related crime that surrounds us is creating significant changes in our area. Enterprising gang members have seen the potential for growth in our communities and have gradually begun inserting themselves in an attempt to gain a foothold in an area they view as a potentially lucrative setting to do business.

This is consistent with the experience of other suburban communities throughout the country as noted in the Attorney General's Report to Congress on the Growth of Violent Street Gangs in Suburban Areas (April 2008). Significantly, Burlington County saw a 6% increase in population during the past ten years, while more urban and higher crime areas saw a decrease in growth. Nationally, gangs are spreading from urban communities into suburban areas at an alarming rate. The U.S. Department of Justice,

Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention (OJJDP) issued a fact sheet in April of 2009 entitled *Highlights of the 2007 National Youth Gang Survey*. In this report, OJJDP states that between 2002 and 2007, suburban communities across the country experienced a 33.2% increase in the number of jurisdictions experiencing problems with youth gangs. The 2009 National Gang Threat Assessment Report (Product No. 2009-M0335-001) states that gangs are moving from urban areas into suburban and rural communities in order to increase their drug distribution areas, recruit new members, hide from law enforcement and escape other gangs.

#### **Data on Local Gang Activity**

Burlington County is comprised of 40 municipalities with 27 of these municipalities having reported the presence of street gangs in their communities in a 2007 survey conducted by the New Jersey State Police. Significantly, when this survey was first administered in 2004, only eight Burlington County municipalities reported a gang presence. (Source: Gangs in New Jersey: Municipal Law Enforcement Response to the 2007 NJSP Gang Survey, [www.njsp.org/info/pdf/njgangsurvey-2007.pdf](http://www.njsp.org/info/pdf/njgangsurvey-2007.pdf) ) In addition, Willingboro Township was identified as one of eight communities in New Jersey that was categorized as having an "intense presence" (i.e. more than 200) of gang members. At the time the survey was taken, Willingboro Township police estimated that they had 200 members of the Bloods and 150 members of the Crips and Latin Kings residing in their jurisdiction. The 2007 NJSP survey also found that assaults and

aggravated assaults are the most common violent crimes tied to gang activity and that drug crimes constitute almost half of all criminal activity attributed to gangs.

Since that survey was developed, the Burlington County Prosecutor's Office has begun formally identifying gang members and tracking their locations. A number of indicia are used to establish that the individual is a gang member, which gives us a reliable minimum number of gang members but would not capture all gang members in the county as concrete evidence of their affiliation may not be readily available to law enforcement. Nevertheless, 349 confirmed gang members have a presence in 23 Burlington County communities. 52% of these gang members are affiliated with the Bloods, 16% are outlaw motorcycle gangs, 29% are other gangs including Latino gangs (8%) and Crips (6%) as well local gangs (5%). In keeping with National Trends, many of these gang members originated from outside of our county, including cities such as Camden, Philadelphia, Newark, Trenton and Elizabeth. The gang activity is located in the northern more populated, suburban areas of our county, as the lower portion is rural pineland area.

Between 2003 and 2004 drug crimes in our county increased by 7%. However, in 2005, we saw a 13% increase in drug crime over the previous year which was made more significant as surrounding counties were not showing this type of increase. In 2006 we saw another increase of 9% in the level of drug offenses committed. Accordingly, between 2003 and 2006 when greater gang activity was beginning to be reported in our county, we saw a 31.5% increase in arrests for criminal drug activity (1959 arrests in 2003 to 2577 arrests in 2006). The number of drug arrests remained relatively stable from 2007 – 2009, as we averaged 2297 arrests per year.

Similarly, another indicia of criminal gang activity is loitering in connection with selling drugs, a source of income to the gangs. In 2003 before many gangs were reported in our county, arrests for loitering and curfew violations numbered 34 per year. However, this surged in 2005 and 2006 to 142 arrests and 143 arrests respectively. From 2006 – 2009 this decreased to an average of 82 arrests per year, but during that time we were also conducting proactive enforcement operations that targeted this offense. (Source New Jersey Uniform Crime Reports, [www.njsp.org/info/ucr](http://www.njsp.org/info/ucr)).

Our homicide figures also illustrate the increasing gang problem in our county. During 2003 and 2004 there were no homicides attributable to gang activity. However, in 2005 we had two homicides directly tied to gang member violence. This doubled in 2006 when we had four homicides attributable to gang related violence and/or gang member violence. In 2007 we had four homicides which appear to have a relation to gang activity and in 2008 there were five gang-related homicides. Fortunately in 2009 there was only one gang related homicide and in 2010 none of the six homicides were linked to gang activity. Nevertheless there continue to be many shootings, aggravated assaults and other acts of violence related to gang activity but specific numbers are not available.

Significantly, Burlington County has also seen a spike in bank robberies, which is being attributed by the Prosecutor's Office to street gang activity. In 2007 there were only three bank robberies in the county but in 2008 there were 24 bank robberies. Many of these have been tied to members of the Bloods or Muslims Over Everything, a local street gang that was formed in our county. Surrounding counties did not experience the

same surge in the number of robberies during this time period. Willingboro Township was the site for many of these bank robberies.

Statistics specific to gang activity are not kept formally through the Uniform Crime Reporting system or other means, making it difficult to document track the increase in gang activity other than that reported anecdotally by law enforcement. Through grant funding from the Bureau of Justice Assistance our county prosecutor's office was able to purchase the InfoShare System and we are now doing more as a county to share and track gang data. As of 2010 the Burlington County Prosecutor's Office had documented 298 gang members in our county pursuant to the definition of persons belonging to a "criminal street gang" in N.J.S. 2C:44-3(h). Additionally, from the confirmed data, they have identified the three largest criminal street gangs in our county as the Bloods, Muslims Over Everything and the Crips. We also have other local street gangs that formed in our communities. For instance, in Willingboro Township we have organizations such as Pennypacker Park and Millbrook's Finest that correspond to neighborhoods in the township.

A case by case review of violent, gang-related crimes committed in Burlington County indicates that more than 27 gangs were involved in criminal activity in the county from February 2009 through April 2010. Of the 27 gangs, four were responsible for 90 percent of the county's gang related crime to include distribution of drugs. The membership of these gangs is largely young adults between the ages of 18-24 with large numbers over 24. The membership of the gangs is heavily black and almost exclusively male.

The New Jersey State Police conducted gang assessment surveys in 2004 and 2007. In 2004, eight of the 40 municipalities in Burlington County, including Pemberton Township and Willingboro Township, reported signs of gang activity. By 2007 there were 27 towns in our county reporting signs of gang activity and Willingboro Township was one of the eight jurisdictions in the state classified as having an “intense presence” of gang members (defined as more than 200 gang members). Since 2004, both Willingboro and Pemberton Township have had homicides, shootings and numerous aggravated assaults involving gang members.

Other factors which place Willingboro Township students at risk for criminal and/or gang activity include the elevated mobility rate for high school students in Willingboro Township. In 2009 the mobility rate for Willingboro Township was 32.6% as compared to the county rate of 7.5%. This district also has a higher school suspension rate for their high school. The county high school suspension rate is 12.26%, contrasted with Willingboro High School at 57%. Further the high school drop-out rate for Willingboro Township is 2.4% as compared to .86% for the remaining county schools.

The Burlington County Gang Prevention Task Force recently had the opportunity to meet with former gang members through Project PRIDE which is run by the New Jersey Department of Corrections. During the presentation by the inmates it became clear that many young people get involved in gangs and crime because they have no positive adult role models in their lives. We have a need in Willingboro Township to provide as much positive interaction between youth and law enforcement role models that can only be accomplished through this initiative as local and county funding is not available for initiatives of this nature.

**Existing Anti-Gang/Crime Efforts**

Through funding provided by the Bureau of Justice Assistance, the Burlington County law enforcement community was able to conduct aggressive, proactive law enforcement operations to disrupt and deter gang related crime. This grant also allowed us to establish the Info Share system through the Prosecutor's Office that now allows each law enforcement agency to enter and share criminal intelligence information.

In an effort to explore ways that we can prevent/reduce gang activity in our county, the Burlington County Sheriff's Department has also formed a county Gang Prevention Task Force. This is a multi-discipline group that consists of representatives from law enforcement, social service agencies, schools, county government, community groups and the business sector. Community leaders from Willingboro Township participate on this task force. This Task Force has identified a need for youth mentoring programs in our county as well as for afterschool activities that have been cut recently due to funding issues.

This project will be a continuation of our efforts that began in 2007 through funding provided by the Bureau of Justice Assistance. At that time the Burlington County Sheriff's Department, the Willingboro Township Police Department and the Pemberton Township Police Department began working together to provide youth mentoring opportunities between law enforcement officers and children from these communities who are at risk of being recruited into gangs. Additional grant funding was obtained through a 2009 Justice Assistance Grant to provide funding for proactive enforcement efforts in these two communities. We believe this two-pronged approach of

aggressive enforcement and prevention efforts will help us keep gangs and the criminal activity they bring from taking over our communities.

## PROGRAM OVERVIEW

### **Goals and Objectives**

The goal for this project is to use law enforcement officers to provide positive role models for at-risk youth who are living in Willingboro Township which is an area impacted by gang-related criminal activity. The officers will drop in at recreation centers, playgrounds, afterschool programs and other locations to interact with and educate the students that come to these venues. In addition, programs such as youth police academies, boxing and basketball teams will be sponsored in-part to provide additional opportunities for the law enforcement officers to mentor youth.

Through these interactions, officers will be able to provide guidance and support to children who could be susceptible to gang recruitment efforts. Using formal presentations and informal talks, the officers will be able to help the children develop skills that will enable them to avoid becoming involved in gangs, substance abuse and other risky behaviors.

Additionally, these interactions may provide information that will be useful to the police in developing intelligence that can be used to combat gangs/crime. Any such information obtained will be noted on a field report and provided to the Burlington County Prosecutor's Office for inclusion in the county Info Share system.

### **Performance Measures**

This project will be a joint effort between the Burlington County Sheriff's Department and the Willingboro Township Police Department who will share resources to further this mentoring and intelligence sharing project. Grant funds will be used to cover the overtime costs of the officers participating in the project, as well as uniforms, food and supplies needed to provide the various programs for the children and teens.

The first step will be to reach out to community centers and other gathering points for youth in Willingboro Townships. Officers from the two agencies will visit these locations and establish relationships with the adults that administer these sights as well as the children and their families that participate in these programs. Sessions will include safety lessons as well as a chance to enjoy more informal discussions over food and games with the officers. At the same time, officers will log any information on gang-related crime provided by the center administrators, parents or youth and provide it to the Burlington County Prosecutor's Office for entry into a regional information sharing system. They will also pass on related information to code enforcement officials and other units of government that can assist in improving the overall quality of life in this community. See attached reporting form that will be used to track these encounters (Appendix 1).

The Burlington County Sheriff's Department and the Willingboro Township Police Department will work together to sponsor youth police academies and special events like picnics, basketball tournaments and trips to local attractions. In addition, uniforms and equipment will be made available to maintain existing sports programs that are currently run by law enforcement officers on a volunteer basis.

Evaluations by recreation center administrators, teachers, youth and parents will also be completed throughout the project to monitor the success of the mentoring initiatives.

The Burlington County Treasurer's Office will perform all fiscal reporting and the Burlington County Sheriff's Department will provide all programmatic reports and project oversight. All supplies will be ordered through the Sheriff's Department using the attached supply request form (Appendix 2). Law enforcement officers will work on an overtime basis, so as not to detract from their regular duties. Officers will be paid by their respective departments, who will then be reimbursed from the grant funds.

APPENDIX 1

**JUSTICE ASSISTANCE GRANT – ACTIVITY REPORT SHEET**

OFFICER NAME: \_\_\_\_\_

ACTIVITY DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

TIME IN: \_\_\_\_\_ TIME OUT: \_\_\_\_\_

DESCRIPTION OF ACTIVITY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NUMBER OF YOUTHS IMPACTED: \_\_\_\_\_

NUMBER OF ADULTS IMPACTED: \_\_\_\_\_

FOLLOW-UP ACTIVITY:

- |                               |                        |
|-------------------------------|------------------------|
| _____ N/A                     | _____ PARENT CONTACT   |
| _____ GANG INTEL REPORT FILED | _____ DYFS CONTACT     |
| _____ SCHOOL CONTACT          | _____ CODE ENF CONTACT |
| _____ PUBLIC WORKS CONTACT    | _____ REFERRAL         |

\_\_\_\_\_ OTHER (describe) \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

OFFICER SIGNATURE \_\_\_\_\_

SUPERVISOR SIGNATURE \_\_\_\_\_

APPENDIX 2

**JUSTICE ASSISTANCE GRANT – SUPPLY REQUEST FORM**

OFFICER NAME: \_\_\_\_\_

OFFICER DEPARTMENT \_\_\_\_\_

ACTIVITY DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DESCRIPTION OF ACTIVITY: \_\_\_\_\_

\_\_\_\_\_

SUPPLIES REQUESTED (List item, quantity, vendor and vendor contact information):

DATE SUBMITTED: \_\_\_\_\_

OFFICER SIGNATURE \_\_\_\_\_

\*\*\*\*\*

DATE RECEIVED BCSD \_\_\_\_\_ DATE ORDERED \_\_\_\_\_

DATE SUPPLIES DELIVERED \_\_\_\_\_

## **BURLINGTON COUNTY YOUTH MENTORING PROJECT**

### **EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

#### **ABSTRACT**

Through this initiative law enforcement officers from the Burlington County Sheriff's Department and the Willingboro Township Police Department will conduct mentoring activities with at-risk youth living in this community. The mentoring will be done by sending officers to existing gathering places for youth, including recreation centers, after school programs and playgrounds/parks. In addition, the law enforcement agencies will sponsor youth programs such as youth police academies, boxing programs, basketball programs, trips and special events. Through these opportunities for interaction, children will be educated on the importance of avoiding substance use/abuse, criminal activity and gang membership.

Grant funds in the amount of \$ 15,389 are being requested to cover the cost of supplies, food, transportation and costs associated with officer overtime. The primary purpose of the project is to provide youth with role models and guidance. However, if during the course of the activities officers acquire intelligence that can be used to combat crime, it will be entered in the county Info Share System managed by the Prosecutor's Office. Project Identifiers are: Mentoring, Community Policing, D.A.R.E., Gangs and Prevention-Delinquency.

**GMS AWARD NUMBER** \_\_\_\_\_  
**THE STATE OF NEW JERSEY**  
**COUNTY OF BURLINGTON**

Resolution Number 2011 - \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF  
BURLINGTON AND TOWNSHIP OF WILLINGBORO  
FOR 2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Memorandum of Understanding is made and entered into between the County of Burlington, acting by and through its governing body, the Burlington County Board of Chosen Freeholders [hereinafter referred to as COUNTY] and the Township of Willingboro, acting by and through their governing body [hereinafter referred to as the TOWNSHIP] all of Burlington County, State of New Jersey, witnesseth:

**WHEREAS**, each governing body finds that the performance of this Memorandum of Understanding is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Memorandum of Understanding; and

**WHEREAS**, the Burlington County Sheriff's Department is applying for funding in the amount of Fifteen Thousand, Three Hundred and Eighty-Nine dollars (\$15,389) from the U.S. Department of Justice, Bureau of Justice Assistance Grant (JAG) Program under the FY 11 Edward Byrne Memorial Assistance Justice Grant Program [hereinafter GRANT] for the Burlington County Youth Mentoring Project; and

**WHEREAS**, the COUNTY and the TOWNSHIP agree the GRANT funds will be used by the TOWNSHIP and the COUNTY for officer overtime from the two departments, supplies and services to support mentoring activities with youth in the township in accordance with the GRANT; and

**WHEREAS**, the TOWNSHIP further agrees that any information or intelligence gathered in the course of the mentoring activities will be shared with the Burlington County Gang Task Force through the Burlington County Prosecutor's Office; and

**WHEREAS**, the TOWNSHIP agrees that they will provide to the Burlington County Sheriff's Department all information needed to prepare all GRANT reports or other documentation required by the U.S. Department of Justice, Bureau of Justice Assistance and/or county policies, practices and procedures in advance of all deadlines established by the grantor; and

**WHEREAS**, the TOWNSHIP agrees to participate in project evaluations as described in the GRANT application and provide this information to the Burlington County Sheriff's Department in a timely manner; and

NOW THEREFORE the COUNTY and TOWNSHIP agree as follows:

**Section 1.**

The COUNTY agrees to purchase supplies, services and reimburse the TOWNSHIP OF WILLINGBORO for the hourly costs of police officers participating in pre-approved grant-funded activities not to exceed the total of \$ 15,389 of the GRANT funds.

**Section 2.**

The COUNTY and the TOWNSHIP will each be responsible for its own actions in providing services under this Memorandum of Understanding and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 3.**

The parties to this Memorandum of Understanding do not intend for any third party to obtain a right by virtue of this Memorandum of Understanding. Further, this Memorandum of Understanding shall not create any rights in any party not a signatory hereto.

**Section 4.**

The COUNTY and the TOWNSHIP shall each maintain adequate liability insurance covering the services provided under the conditions of the GRANT, the minimum limits of which shall be One Million Dollars (\$1,000,000.00).

**Section 5.**

This Memorandum of Understanding will remain in full force and effect until the termination of the GRANT and the subsequent reporting period or until the final GRANT report is submitted, whichever occurs first.

**Section 6.**

By entering into this Memorandum of Understanding, the parties do not intend to create any obligations express or implied other than those set out herein.

FOR BURLINGTON COUNTY:

FOR WILLINGBORO TOWNSHIP:

\_\_\_\_\_  
Jean E. Stanfield, Sheriff

\_\_\_\_\_  
Gregory Rucker, Public Safety Director

\_\_\_\_\_ Date

\_\_\_\_\_ Date

*C. J. ...*

**RESOLUTION NO. 2011—133**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF 2011 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT  
(Burlington County Youth Mentoring Project)**

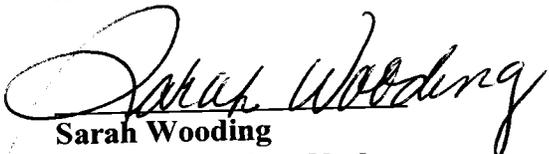
**WHEREAS, Willingboro Township Council has been informed of the Willingboro Police Department's grant submission for 2011 Edward Byrne Memorial Justice Assistance Grant (Burlington County Youth Mentoring Project); and**

**WHEREAS, it is in the best interest of the Township of Willingboro to apply for said Grant (\$15,389).**

**NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of July, 2011, that the Township Council authorizes and supports the grant application and hereby authorizes Public Safety Director Gregory Rucker to sign the memorandum of agreement.**

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Sarah Wooding  
Acting Township Clerk

Recorded Vote

Yes No Abstain Absent

Councilman Anderson  
Councilman Ayer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

\_\_\_\_\_  
 \_\_\_\_\_  
\_\_\_\_\_   
 \_\_\_\_\_  
 \_\_\_\_\_

ATTACHMENT 2

**BURLINGTON COUNTY YOUTH MENTORING PROJECT**

**BUDGET NARRATIVE**

Funds for this project will be used to cover the overtime costs of law enforcement officers from the Burlington County Sheriff's Department and the Willingboro Township Police Department. In addition, we will purchase supplies such as t-shirts, uniforms, awards, prizes, food and other items that will allow us to sponsor youth events or attend existing events in an effort to provide law enforcement mentors. We will also contract for services for some events such as art programs, musical entertainment and other attractions.

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I.	INDIRECT COSTS	\$ 0

TOTAL PROJECT COSTS \$ 15,389

Federal Request     \$ 15,389    

Non-Federal Amount     0

ATTACHMENT 1

**BURLINGTON COUNTY YOUTH MENTORING PROJECT  
PROGRAM NARRATIVE**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

**NEEDS ASSESSMENT**

Burlington County, New Jersey, is a rapidly growing suburban area that is bordered by Trenton, Camden and Philadelphia which are cities known for their high violent crime rates with a nexus to gang involvement. Our county has an estimated 2010 population of 448,734 residents in its 827 square miles. A light rail system provides easy access between these cities through the county's riverfront towns for a train fare of \$1.50. Burlington County is also bisected by Interstate Route 295 and the New Jersey Turnpike that are both heavily traveled corridors for drug traffic coming from the south toward New York City. Our geographic location and the burgeoning gang-related crime that surrounds us is creating significant changes in our area. Enterprising gang members have seen the potential for growth in our communities and have gradually begun inserting themselves in an attempt to gain a foothold in an area they view as a potentially lucrative setting to do business.

This is consistent with the experience of other suburban communities throughout the country as noted in the Attorney General's Report to Congress on the Growth of Violent Street Gangs in Suburban Areas (April 2008). Significantly, Burlington County saw a 6% increase in population during the past ten years, while more urban and higher crime areas saw a decrease in growth. Nationally, gangs are spreading from urban communities into suburban areas at an alarming rate. The U.S. Department of Justice,

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Since that survey was developed, the Burlington County Prosecutor's Office has begun formally identifying gang members and tracking their locations. A number of indicia are used to establish that the individual is a gang member, which gives us a reliable minimum number of gang members but would not capture all gang members in the county as concrete evidence of their affiliation may not be readily available to law enforcement. Nevertheless, 349 confirmed gang members have a presence in 23 Burlington County communities. 52% of these gang members are affiliated with the Bloods, 16% are outlaw motorcycle gangs, 29% are other gangs including Latino gangs (8%) and Crips (6%) as well local gangs (5%). In keeping with National Trends, many of these gang members originated from outside of our county, including cities such as Camden, Philadelphia, Newark, Trenton and Elizabeth. The gang activity is located in the northern more populated, suburban areas of our county, as the lower portion is rural pineland area.

Between 2003 and 2004 drug crimes in our county increased by 7%. However, in 2005, we saw a 13% increase in drug crime over the previous year which was made more significant as surrounding counties were not showing this type of increase. In 2006 we saw another increase of 9% in the level of drug offenses committed. Accordingly, between 2003 and 2006 when greater gang activity was beginning to be reported in our county, we saw a 31.5% increase in arrests for criminal drug activity (1959 arrests in 2003 to 2577 arrests in 2006). The number of drug arrests remained relatively stable from 2007 – 2009, as we averaged 2297 arrests per year.

Similarly, another indicia of criminal gang activity is loitering in connection with selling drugs, a source of income to the gangs. In 2003 before many gangs were reported in our county, arrests for loitering and curfew violations numbered 34 per year. However, this surged in 2005 and 2006 to 142 arrests and 143 arrests respectively. From 2006 – 2009 this decreased to an average of 82 arrests per year, but during that time we were also conducting proactive enforcement operations that targeted this offense. (Source New Jersey Uniform Crime Reports, [www.njsp.org/info/ucr](http://www.njsp.org/info/ucr)).

Our homicide figures also illustrate the increasing gang problem in our county. During 2003 and 2004 there were no homicides attributable to gang activity. However, in 2005 we had two homicides directly tied to gang member violence. This doubled in 2006 when we had four homicides attributable to gang related violence and/or gang member violence. In 2007 we had four homicides which appear to have a relation to gang activity and in 2008 there were five gang-related homicides. Fortunately in 2009 there was only one gang related homicide and in 2010 none of the six homicides were linked to gang activity. Nevertheless there continue to be many shootings, aggravated assaults and other acts of violence related to gang activity but specific numbers are not available.

Significantly, Burlington County has also seen a spike in bank robberies, which is being attributed by the Prosecutor's Office to street gang activity. In 2007 there were only three bank robberies in the county but in 2008 there were 24 bank robberies. Many of these have been tied to members of the Bloods or Muslims Over Everything, a local street gang that was formed in our county. Surrounding counties did not experience the

same surge in the number of robberies during this time period. Willingboro Township was the site for many of these bank robberies.

Statistics specific to gang activity are not kept formally through the Uniform Crime Reporting system or other means, making it difficult to document track the increase in gang activity other than that reported anecdotally by law enforcement. Through grant funding from the Bureau of Justice Assistance our county prosecutor's office was able to purchase the InfoShare System and we are now doing more as a county to share and track gang data. As of 2010 the Burlington County Prosecutor's Office had documented 298 gang members in our county pursuant to the definition of persons belonging to a "criminal street gang" in N.J.S. 2C:44-3(h). Additionally, from the confirmed data, they have identified the three largest criminal street gangs in our county as the Bloods, Muslims Over Everything and the Crips. We also have other local street gangs that formed in our communities. For instance, in Willingboro Township we have organizations such as Pennypacker Park and Millbrook's Finest that correspond to neighborhoods in the township.

A case by case review of violent, gang-related crimes committed in Burlington County indicates that more than 27 gangs were involved in criminal activity in the county from February 2009 through April 2010. Of the 27 gangs, four were responsible for 90 percent of the county's gang related crime to include distribution of drugs. The membership of these gangs is largely young adults between the ages of 18-24 with large numbers over 24. The membership of the gangs is heavily black and almost exclusively male.

The New Jersey State Police conducted gang assessment surveys in 2004 and 2007. In 2004, eight of the 40 municipalities in Burlington County, including Pemberton Township and Willingboro Township, reported signs of gang activity. By 2007 there were 27 towns in our county reporting signs of gang activity and Willingboro Township was one of the eight jurisdictions in the state classified as having an “intense presence” of gang members (defined as more than 200 gang members). Since 2004, both Willingboro and Pemberton Township have had homicides, shootings and numerous aggravated assaults involving gang members.

Other factors which place Willingboro Township students at risk for criminal and/or gang activity include the elevated mobility rate for high school students in Willingboro Township. In 2009 the mobility rate for Willingboro Township was 32.6% as compared to the county rate of 7.5%. This district also has a higher school suspension rate for their high school. The county high school suspension rate is 12.26%, contrasted with Willingboro High School at 57%. Further the high school drop-out rate for Willingboro Township is 2.4% as compared to .86% for the remaining county schools.

The Burlington County Gang Prevention Task Force recently had the opportunity to meet with former gang members through Project PRIDE which is run by the New Jersey Department of Corrections. During the presentation by the inmates it became clear that many young people get involved in gangs and crime because they have no positive adult role models in their lives. We have a need in Willingboro Township to provide as much positive interaction between youth and law enforcement role models that can only be accomplished through this initiative as local and county funding is not available for initiatives of this nature.

**Existing Anti-Gang/Crime Efforts**

Through funding provided by the Bureau of Justice Assistance, the Burlington County law enforcement community was able to conduct aggressive, proactive law enforcement operations to disrupt and deter gang related crime. This grant also allowed us to establish the Info Share system through the Prosecutor's Office that now allows each law enforcement agency to enter and share criminal intelligence information.

In an effort to explore ways that we can prevent/reduce gang activity in our county, the Burlington County Sheriff's Department has also formed a county Gang Prevention Task Force. This is a multi-discipline group that consists of representatives from law enforcement, social service agencies, schools, county government, community groups and the business sector. Community leaders from Willingboro Township participate on this task force. This Task Force has identified a need for youth mentoring programs in our county as well as for afterschool activities that have been cut recently due to funding issues.

This project will be a continuation of our efforts that began in 2007 through funding provided by the Bureau of Justice Assistance. At that time the Burlington County Sheriff's Department, the Willingboro Township Police Department and the Pemberton Township Police Department began working together to provide youth mentoring opportunities between law enforcement officers and children from these communities who are at risk of being recruited into gangs. Additional grant funding was obtained through a 2009 Justice Assistance Grant to provide funding for proactive enforcement efforts in these two communities. We believe this two-pronged approach of

aggressive enforcement and prevention efforts will help us keep gangs and the criminal activity they bring from taking over our communities.

## PROGRAM OVERVIEW

### **Goals and Objectives**

The goal for this project is to use law enforcement officers to provide positive role models for at-risk youth who are living in Willingboro Township which is an area impacted by gang-related criminal activity. The officers will drop in at recreation centers, playgrounds, afterschool programs and other locations to interact with and educate the students that come to these venues. In addition, programs such as youth police academies, boxing and basketball teams will be sponsored in-part to provide additional opportunities for the law enforcement officers to mentor youth.

Through these interactions, officers will be able to provide guidance and support to children who could be susceptible to gang recruitment efforts. Using formal presentations and informal talks, the officers will be able to help the children develop skills that will enable them to avoid becoming involved in gangs, substance abuse and other risky behaviors.

Additionally, these interactions may provide information that will be useful to the police in developing intelligence that can be used to combat gangs/crime. Any such information obtained will be noted on a field report and provided to the Burlington County Prosecutor's Office for inclusion in the county Info Share system.

**Performance Measures**

This project will be a joint effort between the Burlington County Sheriff's Department and the Willingboro Township Police Department who will share resources to further this mentoring and intelligence sharing project. Grant funds will be used to cover the overtime costs of the officers participating in the project, as well as uniforms, food and supplies needed to provide the various programs for the children and teens.

The first step will be to reach out to community centers and other gathering points for youth in Willingboro Townships. Officers from the two agencies will visit these locations and establish relationships with the adults that administer these sights as well as the children and their families that participate in these programs. Sessions will include safety lessons as well as a chance to enjoy more informal discussions over food and games with the officers. At the same time, officers will log any information on gang-related crime provided by the center administrators, parents or youth and provide it to the Burlington County Prosecutor's Office for entry into a regional information sharing system. They will also pass on related information to code enforcement officials and other units of government that can assist in improving the overall quality of life in this community. See attached reporting form that will be used to track these encounters (Appendix 1).

The Burlington County Sheriff's Department and the Willingboro Township Police Department will work together to sponsor youth police academies and special events like picnics, basketball tournaments and trips to local attractions. In addition, uniforms and equipment will be made available to maintain existing sports programs that are currently run by law enforcement officers on a volunteer basis.

Evaluations by recreation center administrators, teachers, youth and parents will also be completed throughout the project to monitor the success of the mentoring initiatives.

The Burlington County Treasurer's Office will perform all fiscal reporting and the Burlington County Sheriff's Department will provide all programmatic reports and project oversight. All supplies will be ordered through the Sheriff's Department using the attached supply request form (Appendix 2). Law enforcement officers will work on an overtime basis, so as not to detract from their regular duties. Officers will be paid by their respective departments, who will then be reimbursed from the grant funds.

APPENDIX 1

**JUSTICE ASSISTANCE GRANT – ACTIVITY REPORT SHEET**

OFFICER NAME: \_\_\_\_\_

ACTIVITY DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

TIME IN: \_\_\_\_\_ TIME OUT: \_\_\_\_\_

DESCRIPTION OF ACTIVITY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NUMBER OF YOUTHS IMPACTED: \_\_\_\_\_

NUMBER OF ADULTS IMPACTED: \_\_\_\_\_

FOLLOW-UP ACTIVITY:

- |                               |                        |
|-------------------------------|------------------------|
| _____ N/A                     | _____ PARENT CONTACT   |
| _____ GANG INTEL REPORT FILED | _____ DYFS CONTACT     |
| _____ SCHOOL CONTACT          | _____ CODE ENF CONTACT |
| _____ PUBLIC WORKS CONTACT    | _____ REFERRAL         |
| _____ OTHER (describe) _____  |                        |

DATE SUBMITTED: \_\_\_\_\_

OFFICER SIGNATURE \_\_\_\_\_

SUPERVISOR SIGNATURE \_\_\_\_\_

APPENDIX 2

**JUSTICE ASSISTANCE GRANT – SUPPLY REQUEST FORM**

OFFICER NAME: \_\_\_\_\_

OFFICER DEPARTMENT \_\_\_\_\_

ACTIVITY DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DESCRIPTION OF ACTIVITY: \_\_\_\_\_

\_\_\_\_\_

SUPPLIES REQUESTED (List item, quantity, vendor and vendor contact information):

DATE SUBMITTED: \_\_\_\_\_

OFFICER SIGNATURE \_\_\_\_\_  
\*\*\*\*\*

DATE RECEIVED BCSD \_\_\_\_\_ DATE ORDERED \_\_\_\_\_

DATE SUPPLIES DELIVERED \_\_\_\_\_

**BURLINGTON COUNTY YOUTH MENTORING PROJECT**  
**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

**ABSTRACT**

Through this initiative law enforcement officers from the Burlington County Sheriff's Department and the Willingboro Township Police Department will conduct mentoring activities with at-risk youth living in this community. The mentoring will be done by sending officers to existing gathering places for youth, including recreation centers, after school programs and playgrounds/parks. In addition, the law enforcement agencies will sponsor youth programs such as youth police academies, boxing programs, basketball programs, trips and special events. Through these opportunities for interaction, children will be educated on the importance of avoiding substance use/abuse, criminal activity and gang membership.

Grant funds in the amount of \$ 15,389 are being requested to cover the cost of supplies, food, transportation and costs associated with officer overtime. The primary purpose of the project is to provide youth with role models and guidance. However, if during the course of the activities officers acquire intelligence that can be used to combat crime, it will be entered in the county Info Share System managed by the Prosecutor's Office. Project Identifiers are: Mentoring, Community Policing, D.A.R.E., Gangs and Prevention-Delinquency.

**GMS AWARD NUMBER** \_\_\_\_\_  
**THE STATE OF NEW JERSEY**  
**COUNTY OF BURLINGTON**

Resolution Number 2011 - \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF  
BURLINGTON AND TOWNSHIP OF WILLINGBORO  
FOR 2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Memorandum of Understanding is made and entered into between the County of Burlington, acting by and through its governing body, the Burlington County Board of Chosen Freeholders [hereinafter referred to as COUNTY] and the Township of Willingboro, acting by and through their governing body [hereinafter referred to as the TOWNSHIP] all of Burlington County, State of New Jersey, witnesseth:

**WHEREAS**, each governing body finds that the performance of this Memorandum of Understanding is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Memorandum of Understanding; and

**WHEREAS**, the Burlington County Sheriff's Department is applying for funding in the amount of Fifteen Thousand, Three Hundred and Eighty-Nine dollars (\$15,389) from the U.S. Department of Justice, Bureau of Justice Assistance Grant (JAG) Program under the FY 11 Edward Byrne Memorial Assistance Justice Grant Program [hereinafter GRANT] for the Burlington County Youth Mentoring Project; and

**WHEREAS**, the COUNTY and the TOWNSHIP agree the GRANT funds will be used by the TOWNSHIP and the COUNTY for officer overtime from the two departments, supplies and services to support mentoring activities with youth in the township in accordance with the GRANT; and

**WHEREAS**, the TOWNSHIP further agrees that any information or intelligence gathered in the course of the mentoring activities will be shared with the Burlington County Gang Task Force through the Burlington County Prosecutor's Office; and

**WHEREAS**, the TOWNSHIP agrees that they will provide to the Burlington County Sheriff's Department all information needed to prepare all GRANT reports or other documentation required by the U.S. Department of Justice, Bureau of Justice Assistance and/or county policies, practices and procedures in advance of all deadlines established by the grantor; and

**WHEREAS**, the TOWNSHIP agrees to participate in project evaluations as described in the GRANT application and provide this information to the Burlington County Sheriff's Department in a timely manner; and

NOW THEREFORE the COUNTY and TOWNSHIP agree as follows:

**Section 1.**

The COUNTY agrees to purchase supplies, services and reimburse the TOWNSHIP OF WILLINGBORO for the hourly costs of police officers participating in pre-approved grant-funded activities not to exceed the total of \$ 15,389 of the GRANT funds.

**Section 2.**

The COUNTY and the TOWNSHIP will each be responsible for its own actions in providing services under this Memorandum of Understanding and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 3.**

The parties to this Memorandum of Understanding do not intend for any third party to obtain a right by virtue of this Memorandum of Understanding. Further, this Memorandum of Understanding shall not create any rights in any party not a signatory hereto.

**Section 4.**

The COUNTY and the TOWNSHIP shall each maintain adequate liability insurance covering the services provided under the conditions of the GRANT, the minimum limits of which shall be One Million Dollars (\$1,000,000.00).

**Section 5.**

This Memorandum of Understanding will remain in full force and effect until the termination of the GRANT and the subsequent reporting period or until the final GRANT report is submitted, whichever occurs first.

**Section 6.**

By entering into this Memorandum of Understanding, the parties do not intend to create any obligations express or implied other than those set out herein.

FOR BURLINGTON COUNTY:

FOR WILLINGBORO TOWNSHIP:

\_\_\_\_\_  
Jean E. Stanfield, Sheriff

\_\_\_\_\_  
Gregory Rucker, Public Safety Director

\_\_\_\_\_ Date

\_\_\_\_\_ Date

cc:  
B.L.  
EMG  
Medco

**RESOLUTION---2011---134**  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE**  
**TOWNSHIP OF WILLINGBORO RELEASING THE MEDCO**  
**HEALTH SOLUTIONS DRIVEWAY MODIFICATION**  
**PERFORMANCE BOND #104836304**

**WHEREAS**, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. has conducted an inspection the installation of improvements by Medco Health Solutions of a Driveway Modification, at Van Sciver Parkway, Block 3, Lot 4.04; and

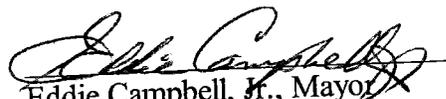
**WHEREAS**, the Township's Engineer has determined that the condition of the improvement is satisfactory, and with due regard to the passage of time; and

**WHEREAS**, it is the recommendation of the Township's Engineer that the Township of Willingboro release the Performance Bond #104836304 in the amount of One Hundred fifty thousand dollars (\$150,000.00) and waive the maintenance guarantee of Eighteen thousand dollars (\$18,000.00), provided that the release of the Performance Bond is contingent upon the Payment Agreement of all outstanding Remington, Vernick & Arango Engineers, Inc., Vouchers.

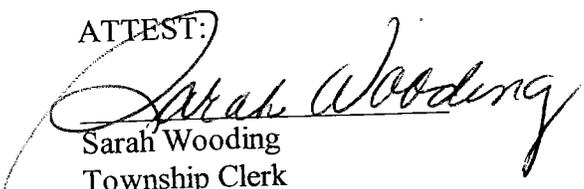
**WHEREAS**, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Performance Bond and waive the maintenance guarantee, contingent upon the payment of outstanding Remington, Vernick & Arango Engineers vouchers, in accordance with the Township Engineer's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of July 2011, that the performance bond shall be released for the Medco Health Solutions project described above and waive the maintenance guarantee as well.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, and Medco Health Solutions for their information and attention.

  
Eddie Campbell, Jr., Mayor  
Township of Willingboro

ATTEST:

  
Sarah Wooding  
Township Clerk

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS  
Michael D. Vena, PE, PP, CME (deceased 2006)  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

*Pass  
Rec'd 2011-134*

**DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY**  
Bradley A. Blubaugh, BA, MPA

**SENIOR ASSOCIATES**  
John J. Cantwell, PE, PP, CME  
Alan Dittenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogt, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME, LEED  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Faiola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME  
Richard B. Czekanski, PE, CME, BCEE

**Remington & Vernick Engineers**  
232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

**Remington, Vernick  
& Vena Engineers**  
9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

**Remington, Vernick  
& Walberg Engineers**  
845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

**Remington, Vernick  
& Beach Engineers**  
922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203  
Mechanicsburg, PA 17050  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building  
262 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

**Remington, Vernick  
& Arango Engineers**  
The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077  
(856) 303-1245  
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor  
Secaucus, NJ 07094  
(201) 624-2137  
(201) 624-2136 (fax)

July 18, 2011

Sarah Wooding, Township Clerk  
Township of Willingboro  
1 Salem Road  
Willingboro, New Jersey 08046

**Re: Recommendation for Performance Bond Release  
Township of Willingboro  
Medco Health Solutions - Driveway Modification  
Van Sciver Parkway  
Block 3, Lot 4.04  
Performance Bond #104836304  
RVA #0338P059**

Dear Ms. Wooding:

Remington, Vernick & Arango Engineers (RV&A) Inspection Department has conducted an inspection to the above referenced project and recommends releasing Performance Bond # 104836304 in the amount of \$150,000. Also, RV&A has no objection to the Township waiving the maintenance guarantee that was to have been established in the amount of \$18,000 in that a considerable amount of time has passed since the installation of the improvements and the condition of the improvements is satisfactory.

**The release of the Performance Bond is contingent upon the Payment Agreement of all outstanding Remington, Vernick & Arango Engineer Vouchers.**

If you should have any further questions or require any additional information, please contact our office at (856) 303-1245.

Sincerely,  
**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**

  
K. Wendell Bibbs, P.E., C.M.E.  
Senior Associate & Regional Manager

KWB/HS/kn

cc: Joanne Diggs, Township Manager  
Cerise Meisel, Planning Board Secretary  
Uri Teanzer, Planning Board Attorney  
Ray Longmore, RV&A  
Hasson Shipman, RV&A

T:\Willingboro\IP059 - Medco Driveway Imprv\IP059perf&maintbondrelease #2.doc

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COPY 7/19/11

MEDCO

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
HOME OFFICE, HARTFORD, CONNECTICUT

**SITE IMPROVEMENT BOND**

**Bond #** 104836304

KNOW ALL MEN BY THESE PRESENTS, that we, MEDCOHEALTH SOLUTIONS, INC.  
as principal, and **Travelers Casualty and Surety Company of America of Hartford,**  
**Connecticut**, a Connecticut corporation, authorized to do business in the State of NJ  
as Surety, are held and firmly bound unto TOWNSHIP OF WILLINGBORO  
as Obligee, in the penal sum of One Hundred Fifty Thousand and 00/100  
DOLLARS (\$ 150,000.00 ), lawful money of the United States of America, for the payment  
of which well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, MEDCOHEALTH SOLUTIONS, INC. has agreed to construct in  
One Millennium Drive, Willingboro, NJ

for the following improvements:  
Widening the existing driveway entrance at One Millennium Drive in Willingboro to accommodate a separate visitor entrance  
for security purposes.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall construct, or have constructed, the improvements herein described and shall  
save the Obligee harmless from any loss, cost or damage by reason of its failure to complete  
said work, then this obligation shall be null and void; otherwise to remain in full force and  
effect.

Signed, sealed and dated this 28th day of November, 2006

MEDCOHEALTH SOLUTIONS, INC.  
Principal

By: [Signature]

**Travelers Casualty and Surety Company of America**

By: [Signature]  
Darella White, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Certificate No. 001202581

Attorney-In Fact No. 213911

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darella White, Richard G. Dicciani, Richard A. Jacobus, Mary C. O'Leary, Douglas R. Wheeler, Annette M. Leuschner, Maureen McNeill, and Nancy K. Wallace

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of September, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of September, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of NOVEMBER, 2006

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.stpaultravelersbond.com](http://www.stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**RESOLUTION 2011---135**  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE**  
**TOWNSHIP OF WILLINGBORO RELEASING THE COMCAST**  
**HEADEND BUILDING 21 BEVERLY RANCOCAS ROAD**  
**PERFORMANCE SURETY BOND #044-7173**

**WHEREAS**, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. has conducted an inspection the installation of improvements by Comcast to the Comcast Headend Building project located at 21 Beverly Rancocas Road; and

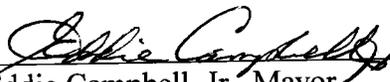
**WHEREAS**, the Township's Engineer has determined that the condition of the improvement is satisfactory, and with due regard to the passage of time; and

**WHEREAS**, it is the recommendation of the Township's Engineer that the Township of Willingboro release the Performance Surety Bond #044-7173 in the amount of Twelve thousand three hundred ten dollars and twenty seven cents (\$12,310.27) and upon a posting of a two year Maintenance Bond in the amount of One thousand eight hundred forty six dollars and fifty four cents (\$1,846.54), provided that the release of the Performance Bond is contingent upon the Payment Agreement of all outstanding Remington, Vernick & Arango Engineers, Inc., vouchers.

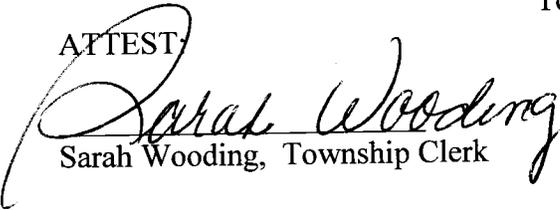
**WHEREAS**, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Performance Bond and accept a two year Maintenance Bond in the amount referenced herein, contingent upon the payment of outstanding Remington, Vernick & Arango Engineers vouchers, in accordance with the Township Engineer's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of July 2011, that the performance bond #044-7173 shall be released for the Comcast Headend building Project described above and accept a two year maintenance bond of \$1846.54 as well.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, and Comcast for their information and attention.

  
\_\_\_\_\_  
Eddie Campbell, Jr., Mayor  
Township of Willingboro

ATTEST

  
Sarah Wooding, Township Clerk

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS  
Michael D. Vena, PE, PP, CME (deceased 2006)  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

*Per  
Recommendation  
1/18/11*

**DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY**  
Bradley A. Blubaugh, BA, MPA

**SENIOR ASSOCIATES**  
John J. Cantwell, PE, PP, CME  
Alan Dittenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogt, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME, LEED  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Faiola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME  
Richard B. Czekanski, PE, CME, BCEE

July 18, 2011

Sarah Wooding, Township Clerk  
Township of Willingboro  
1 Salem Road  
Willingboro, New Jersey 08046

**Re: Recommendation for Performance Bond Release  
Township of Willingboro  
Comcast Headend Building  
21 Beverly – Rancocas Road  
Performance Surety Bond #044-7173**

**Remington & Vernick Engineers**  
232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

**Remington, Vernick  
& Vena Engineers**  
9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

**Remington, Vernick  
& Walberg Engineers**  
845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

**Remington, Vernick  
& Beach Engineers**  
922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203  
Mechanicsburg, PA 17050  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building  
262 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

**Remington, Vernick  
& Arango Engineers**  
The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077  
(856) 303-1245  
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor  
Secaucus, NJ 07094  
(201) 624-2137  
(201) 624-2136 (fax)

Dear Ms. Wooding:

Remington, Vernick & Arango Engineers Inspection Department has conducted an inspection to the above referenced project and recommends releasing Performance Bond #044-7173 in the amount of \$12,310.27, upon posting of a two-year Maintenance Bond in the amount of **\$1,846.54**.

**The release of the Performance Bond is contingent upon the Payment Agreement of all outstanding Remington, Vernick & Arango Engineer Vouchers.**

If you should have any further questions or require any additional information, please contact our office at (856) 303-1245.

Sincerely yours,

**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**



K. Wendell Bibbs, P.E., C.M.E.  
Senior Associate and Regional Manager

KWB/HS/kn

cc: Joanne Diggs, Township Manager  
Cerise Meisel, Planning and Zoning Board Secretary  
Uri Teanzer, Planning Board Attorney  
Raymond Longmore, RV&A  
Hasson Shipman, RV&A

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COPY



Surety Bonds Since 1904  
**International Fidelity**  
INSURANCE COMPANY

One Newark Center  
Newark, New Jersey 07102  
(973) 624-7200

**PERFORMANCE SURETY BOND**

Bond Number 044-7173

We, Cyma Builders and Construction Managers, having offices at 725 Skippack Pike, Suite 230, Blue Bell, PA 19422, as principal, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, having offices at **One Newark Center, Newark, New Jersey 07102**, a corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted to the municipality of Township of Willingboro, in the county of Burlington, obligee, in the sum of \$Twelve Thousand Three Hundred Ten Dollars and 27/100 (\$12,310.27), for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On May 19, 2010 (date), principal was granted approval by the Planning Board (approving authority) of the Township of Willingboro for 21 Beverly-Rancocas Road, Block 8, Lot 4, R&V #03-38-P-078\* (include reference to specific job and resolution of approval). The estimate by the municipal engineer of the cost of this work and the resolution of approval are attached hereto and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the principal hereby furnishes a performance surety bond in the amount of \$12,310.27 (not to exceed 120 percent of the cost of the improvements, as certified by the municipal engineer), written by **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a surety licensed in the State of New Jersey, guarantying full and faithful completion of improvements approved by the approving authority, in lieu of completing the required improvements prior to the granting of final approval. This bond shall remain in full force and effect until such time as all improvements covered by the bond have been approved or accepted by resolution of the municipal governing body, except that in those instances where some of the improvements are approved or accepted by resolution of the governing body upon certification by the municipal engineer, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53. The amount of the bond remaining shall be sufficient to secure provision of

\* Comcast Head End Building, Township Engineer's estimate is attached.

secure provision of the improvements not yet approved; provided, however, that the municipality may require that 30 percent of the amount of the bond be retained to ensure completion completion of all improvements.

This bond shall remain in full force and effect until released by resolution of the municipal governing body.

This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality, in accordance with the applicable provisions of the Municipal Land Use Law.

2. This bond shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease. Upon approval or acceptance of some, but not all, of the required improvements by the municipality, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53; provided, however, that the portion of the bond amount sufficient to secure completion of the improvements shall continue in effect and the municipality may retain 30 percent of the bond amount posted in order to ensure such completion.

3. The aggregate liability of the surety shall not exceed the sum set forth above.

4. In the event that the improvements subject to this bond are not completed within the time allowed under the conditions of the final approval issued pursuant to the Municipal Land Use Law, including such extensions as may be allowed by the approving authority, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to complete the work in accordance with the terms and conditions of the original approval, claim payment under this bond for the cost of completion of the work. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.

5. The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

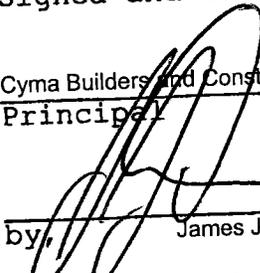
6. In the event that the principal and the approving authority agree to changes in the scope of work, the obligations of the of the surety under this bond shall not be affected so long as the cost of the work does not exceed 120 percent of the municipal engineer's certified estimate, attached hereto and made a part hereof, which 120 percent of the estimate shall be the limit of the surety's obligation under this bond in any case. If the cost of the work exceeds 120 percent of the certified estimate, the principal shall secure a rider from a surety for the additional amount; provided, however, that this provision shall not be construed as requiring a surety to provide additional coverage.

7. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

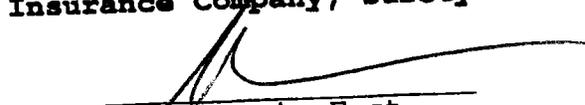
8. In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease and desist order may be issued by the governing body, in which case all work shall stop until such time as a replacement guarantee acceptable to the approving authority becomes effective.

Signed and Sealed this date of May 24, 2010.

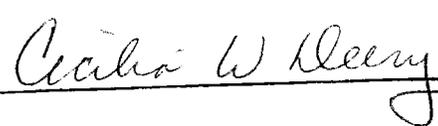
Cyma Builders and Construction Managers  
Principal

by,  James J. Obermeier, President

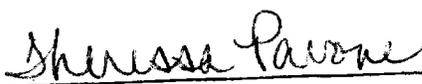
**International Fidelity  
Insurance Company, Surety**

by,  Attorney-in-Fact  
Mary Stoll Walter, Attorney in Fact

Witness/Attest:

  
Cecilia W. Deery

Witness/Attest:

  
Theresa Pavone, Witness

# Remington Vernick Engineers

## COST ESTIMATE

DATE

TWP: Willingboro  
 NAME: Comcast Head End Building  
 LOCATION:  
 BLOCK: 8 Lot 4

TWP. NO.:  
 FIN. NO.:  
 R&V NO.:

QTY	UNIT	ITEM	UNIT COST	PRICE
<b>PAVING &amp; CONCRETE</b>				
			\$30.00	\$811.11
27	SY	Trench Repair, Asphalt	\$15.00	\$1,444.44
96	SY	Trench Repair, Grass	\$17.50	\$350.00
20	LF	9"x20" Concrete Curbing (County)	\$15.00	\$3,705.00
247	SF	Concrete Pavers/Brick w/ 6" Sandbed	\$4.50	\$675.00
150	SF	5" Concrete	\$1.50	\$219.00
146	LF	Saw Cutting		

## PLANTING

			\$250.00	\$1,750.00
7	UNIT	Evergreen Tree	\$9.00	\$72.00
8	SY	6" Topsoil	\$4.00	\$32.00
8	SY	Mulch, 2"		

## MISCELLANEOUS

			\$30.00	\$1,200.00
40	LF	Chain Link Fence, 8' Height		

## TOTALS

CONSTRUCTION COST:	\$10,258.56
20% CONTINGENCIES:	\$2,051.71
<b>TOTAL IMPROVEMENTS TO BE BONDED:</b>	<b>\$12,310.27</b>
5% INSPECTION ESCROW:	\$512.93
<b>TOTAL AMOUNT OF MAINTENANCE BOND:</b>	<b>\$1,538.78</b>

(Based on the greater of \$500.00 or 5% of the construction cost pursuant to NJSA 40:55D-53.h)

REV.8-01

This Estimate Of The Costs Of Improvements Has Been Prepared Pursuant To Section 40:55D-53.4 Of The Municipal Land Use Law And Is Based On Documented Construction Cost For Public Improvements Which Prevail In The Vicinity Of The Municipality

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

PETER N. STOLL, MARY STOLL WALTER, PETER N. STOLL, JR., THERESA A. ZABINSKI

Chalfont, PA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY



STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of May, 2010

Assistant Secretary

**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
 ONE NEWARK CENTER, 20<sup>TH</sup> FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2009

ASSETS

Bonds (Amortized Value) . . . . .	\$55,044,308
Common Stocks (Market Value) . . . . .	52,514,550
Mortgage Loans on Real Estate . . . . .	183,000
Cash & Bank Deposits . . . . .	100,651,263
Short Term Investments . . . . .	33,926
Other Invested Assets . . . . .	4,000,000
Unpaid Premiums & Assumed Balances . . . . .	5,820,812
Reinsurance Recoverable from Reinsurers . . . . .	385,409
Electronic Data Processing Equipment . . . . .	227,201
Investment Income Due and Accrued . . . . .	479,074
Current Federal & Foreign Income Tax Recoverable & Interest Thereon . . . . .	1,331,490
Net Deferred Tax Assets . . . . .	5,100,000
Other Assets . . . . .	<u>2,151,913</u>
<b>TOTAL ASSETS . . . . .</b>	<b><u>\$227,922,945</u></b>

LIABILITIES, SURPLUS & OTHER FUNDS

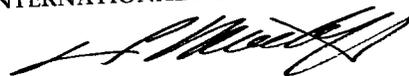
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses) . . . . .	\$19,061,512
Loss Adjustment Expenses . . . . .	4,934,305
Contingent Commissions & Other Similar Charges . . . . .	3,494,103
Other Expenses (Excluding Taxes, Licenses and Fees) . . . . .	3,790,080
Taxes, Licenses & Fees (Excluding Federal Income Tax) . . . . .	864,178
Unearned Premiums . . . . .	30,125,567
Dividends Declared & Unpaid: Policyholders . . . . .	484,708
Ceded Reinsurance Premiums Payable . . . . .	2,340,573
Funds Held by Company under Reinsurance Treaties . . . . .	1,031
Amounts Withheld by Company for Account of Others . . . . .	73,268,661
Provisions for Reinsurance . . . . .	4,173
Other Liabilities . . . . .	<u>3,816</u>
<b>TOTAL LIABILITIES . . . . .</b>	<b><u>\$138,372,707</u></b>

Common Capital Stock . . . . .	\$1,500,000
Gross Paid-in & Contributed Surplus . . . . .	374,600
Surplus Note . . . . .	16,000,000
Unassigned Funds (Surplus) . . . . .	<u>71,675,639</u>
Surplus as Regards Policyholders . . . . .	<u>\$89,550,239</u>
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS . . . . .</b>	<b><u>\$227,922,946</u></b>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2009, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24<sup>th</sup> day of February, 2010.

INTERNATIONAL FIDELITY INSURANCE COMPANY




# NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE

pursuant to N.J.S.A. 2A:44-14  
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance  
with 31 U.S.C. s9305)

INTERNATIONAL FIDELITY INSURANCE COMPANY surety on the attached bond hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2009, which amounts are included in the Annual Statement on file with the New Jersey Department of Insurance, 201 West State Street, Trenton, New Jersey.

INTERNATIONAL FIDELITY INSURANCE COMPANY \$89,550,239  
(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2009 is as follows:

INTERNATIONAL FIDELITY INSURANCE COMPANY \$9,249,287

- (4) The amount of the bond to which this statement and certification is attached is \$ 12,310.27
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

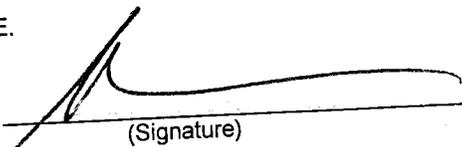
(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for renaissance requirement established under P.L. 1993, c.243 (c.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

## CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Mary Stoll Walter, as **Attorney-in-Fact** for International Fidelity Insurance Company an insurance company domiciled in the State of New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those states made by me are false, this bond is VOIDABLE.

  
\_\_\_\_\_  
(Signature)  
Mary Stoll Walter  
\_\_\_\_\_  
(Printed Name)  
**Attorney-in-Fact**  
\_\_\_\_\_  
(Title)  
May 24, 2010  
\_\_\_\_\_  
(Date)



CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

State of New Jersey  
DEPARTMENT OF BANKING AND INSURANCE  
OFFICE OF SOLVENCY REGULATION  
PO Box 325  
TRENTON, NJ 08625-0325

TEL (609) 292-5350  
FAX (609) 292-6765

WILLIAM G. RADER  
Acting Commissioner

## CERTIFICATE OF COMPLIANCE

December 31, 2009

I, **William G. Rader**, Acting Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify, depose and say that:

1. The **INTERNATIONAL FIDELITY INSURANCE COMPANY**, Newark, New Jersey is a corporation organized under the laws of the State of New Jersey on December 27, 1904, and commenced business in said State on January 5, 1905;
2. The home office of said Company is located at One Newark Center, 20th Floor, Newark, New Jersey 07102-5207, and the name of the agent therein and in charge thereof upon whom process may be served against said corporation is Steven S. Radin;
3. Said Company is presently authorized to transact in New Jersey the kinds of insurance specified in paragraph "g" of N.J.S.A. 17:17-1, a certified copy of the relevant section of the statutes is attached for your information;
4. The aforementioned currently effective Certificate of Authority authorizes the **INTERNATIONAL FIDELITY INSURANCE COMPANY** to transact in this State the business that is commonly known as fidelity and surety;
5. Said Company is in good standing and having complied with all the requirements of the New Jersey statutes is authorized to transact the business of insurance in the State of New Jersey in accordance with and pursuant to all the provisions of its charter and the laws of this State as provided in its currently effective Certificate of Authority issued by this Department;
6. As reported in its sworn Annual Statement as at December 31, 2008, the Company had a Common Capital Stock of \$1,500,000, Surplus Note of \$16,000,000, Gross Paid In and Contributed Surplus of \$374,600, an Unassigned Funds (Surplus) of \$74,618,278 or a total Surplus as Regards Policyholders of \$92,492,878;

I further certify that **INTERNATIONAL FIDELITY INSURANCE COMPANY** is not precluded by its charter or the laws of this state from engaging in the classes of business stated above in states other than New Jersey upon compliance with the laws of such other states.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official Seal, at Trenton,  
the day and year first above written

*William G. Rader*

Acting Commissioner of Banking and Insurance



# TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046  
(609) 877-2200 FAX (609) 835-0782**

October 24, 2011

CYMA Builders & Construction Managers  
Attn: Paul W. Zebrowski  
725 Skippack Pike, Suite 230  
Blue Bell, P.A. 19422

Re: Comcast Headend Project  
21 Beverly Rancocas Rd  
Performance Surety Bond #044-7173

Dear Mr. Zebrowski;

As per Resolution 2011-135 allowing for the release of your Performance Surety Bond #044-7173 in the amount of \$12,310.27 please find such enclosed.

Also, please let this letter serve as notice that I have received your two year **Maintenance Bond #044-7173** in the amount of **\$1, 846.54**.

Should you have any questions please contact me at (609)877-2200 ext. 1030.

Sincerely,

Cerise Meisel

Planning/Zoning Board Secretary

Enc.

/ccm

cc: K. Wendell Bibbs, Remington, Vernick & Arango Engineers, Inc. – w/o enclosure  
Hasson Shipman, Remington, Vernick & Arango Engineers, Inc. – w/o enclosure  
Sarah Wooding, Acting Township Clerk – w/o enclosure

**RESOLUTION NO. 2011 - 136**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING**  
**AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

**WHEREAS**, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

**WHEREAS**, a request has been made of the Township Council assembled in public session on this 26th day of July, 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

**NOW, THEREFORE**, upon motion duly made and seconded and passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

- \_\_\_\_\_ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- \_\_\_\_\_ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- \_\_\_\_\_ 3. Any material the disclosure of which constitutes an unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- \_\_\_\_\_ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- \_\_\_\_\_ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- \_\_\_\_\_ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- \_\_\_\_\_ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
- \_\_\_\_\_ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

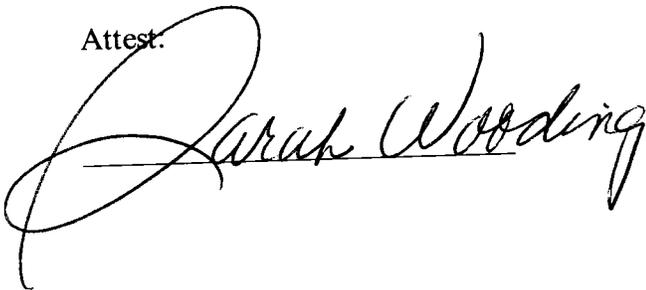
- \_\_\_\_\_ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- \_\_\_\_\_ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

  
 Eddie Campbell, Jr.  
 Mayor

Attest:



Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon				✓
Dep. Mayor Jennings	✓			
Mayor Campbell	✓			

RESOLUTION 2011—137

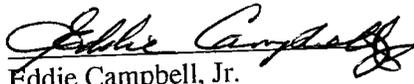
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**A RESOLUTION AUTHORIZING THE TAX COLLECTOR TO WRITE OFF TAX  
(OVERPAYMENTS) FOR 2009**

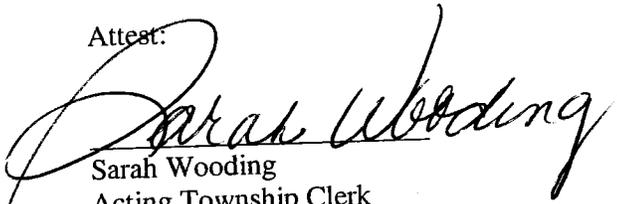
WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of various tax overpayments for various reasons and these balances cannot be refunded at this time but may be refundable at a later date; and

NOW, THEREFORE, BE IT RESOLVED, BY THE Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of July, that the tax overpayment listed on the attached schedule and made a part hereto be cancelled and can be refunded at a later date; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Tax Collector for her information, attention and compliance.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Sarah Wooding  
Acting Township Clerk

Recorded Vote  
Councilman Anderson  
Councilman Ayer  
Councilman Gordon  
Deputy Mayor Jennings  
Mayor Campbell

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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07/20/11  
16:34:30

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

Range: Block: First to Last  
 Lot:  
 Qual:  
 As Of Date: 07/20/11

Property Class Range: First to Last  
 Bill Year Range: 2009 to 2009  
 Bill Period Range: 1 to 4  
 Assessed Value/SPTX Code Year: 2009

Print Balances Less Than: 0.00  
 Include Prior Yr/prd In Balance: Y  
 Print Name/Prop Loc: Prop Loc

Block	Lot	Qual Class	Property Loc	Prior Yr/prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
209.	13.	2	31 BLOOMFIELD LANE	0.00	4,532.30 1,242.30	5,933.50 14.36	158.90-
811.	56.	2	8 ESSEX LANE	0.00	4,542.83 0.00	5,681.35 0.00	1,138.52-
833.	57.	2	68 EXECUTIVE LANE	0.00	5,385.07 0.00	5,549.81 0.00	164.74-

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

07/20/11  
16:34:30

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Original Billed	3,624.00	3,623.97	3,626.74	3,585.49	14,460.20
Added/Omitted	0.00	0.00	0.00	1,242.30	1,242.30
Other Billing	0.00	0.00	0.00	0.00	0.00
Balance Adjustments (Prin)	1,138.51	1,138.51-	0.00	0.00	0.00
Payments (Prin)	4,762.52	3,623.97	3,785.64	4,992.53	17,164.66
Payments (Pnlt)	0.00	0.00	0.00	0.00	0.00
NSF (Prin)	0.00	0.00	0.00	0.00	0.00
NSF (Pnlt)	0.00	0.00	0.00	0.00	0.00
Tax Balance (Prin + Pnlt)	0.01-	1,138.51-	158.90-	164.74-	1,462.16-
Misc.Charge Adjustments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge Payments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge NSF (Prin)	0.00	0.00	0.00	0.00	0.00
Total Balance (Prin + Pnlt)	0.01-	1,138.51-	158.90-	164.74-	1,462.16-
Payments (Intr)	0.00	0.00	0.00	14.36	14.36
NSF (Intr)	0.00	0.00	0.00	0.00	0.00
Balance Adjustments (Intr)	0.00	0.00	0.00	0.00	0.00

Prior Yr/Prd Balance: 0.00  
 Current Balance: 1,462.16-  
 Total Balance: 1,462.16-

Number of Accts: 3  
 Land Value: 54,600  
 Improvement Value: 220,100  
 Limited Exemptions: 0  
 Net Taxable Value: 274,700

2009 DEDUCTIONS

Senior Citizen 0  
 Disabled Person 0  
 Surviving Spouse 0  
 Veteran 0  
 Widow of Veteran 0