

RESOLUTION 2014-80

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
WILLINGBORO PROVIDING FOR THE APPOINTMENT OF A MEMBER OF THE
WILLINGBORO MUNICIPAL UTILITIES AUTHORITY**

WHEREAS, the Township Council is authorized to appoint Members and Alternate Members of the WMUA, in accordance with N.J.S.A. 40:14B-4, et seq., and Willingboro Township Code Section 12-15; and

WHEREAS, Darvis Holley was appointed to the position of Alternate Member Commissioner #1 to fulfill the five year term effective 2/1/2014 to 1/31/2019.

WHEREAS, it has been determined that a vacancy exists on the Willingboro Municipal Utilities Authority (WMUA), as a result of the resignation of Alternate Member #1 Darvis Holley; and

WHEREAS, Darvis Holley resigned as Alternate Member Commissioner #1, effective April 9, 2014, leaving the position vacant for an unexpired term to 1/31/2019.

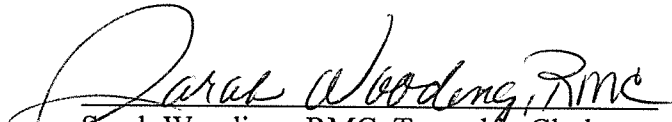
WHEREAS, it is the intention of the Township Council to appoint to the vacancy of Alternate Member #1 Webster Evans for the unexpired term effective 5/6/2014 to 1/31/2019.

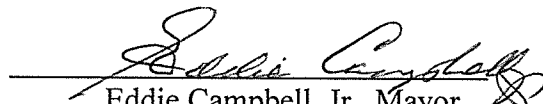
NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in open public session on this 6th day of May 2014, that the Township Council makes the following appointment to the Willingboro Municipal Utilities Authority:

Webster Evans, appointed as Alternate Member #1 to serve an unexpired term, effective 5/9/2014 to 1/31/2019.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the appointees and the Willingboro Municipal Authority for their information and attention.

Attest:


Sarah Wooding, RMC, Township Clerk


Eddie Campbell, Jr., Mayor

CC: - 2 copies to DLGS
- Fin

**RESOLUTION 2014-- 81
CHAPTER 159—RESOLUTION FOR
2013 BURLINGTON COUNTY MUNICIPAL PARK DEVELOPMENT PROGRAM GRANT
AGREEMENT**

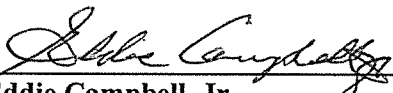
WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality, when such item shall have been made available by law and the amount thereof was not determined at the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

SECTION 1

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 this 20th day of May, 2014, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2014;

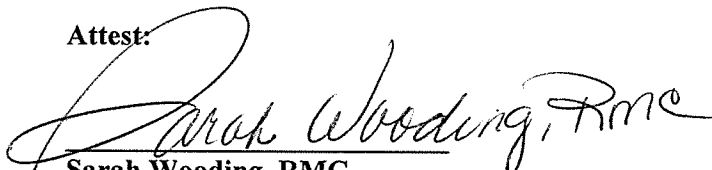
The sum of \$125,000.00, 2013 Burlington County Municipal Park Development Program which item is now available as a reimbursement received from the State of New Jersey.

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



Eddie Campbell, Jr.
Mayor

Attest:



Sarah Wooding, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Holley	✓			
Councilman Walker	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

Burlington County Municipal Park Development Program

2013 Grant Agreement between the Burlington County Board of Chosen Freeholders and the Township of Willingboro

THIS AGREEMENT made this 9th day October, 2013 by and between the Board of Chosen Freeholders of the County Of Burlington, a body politic and corporate of the State of New Jersey, having its principal offices at 49 Rancocas Road, in the Township of Mount Holly, County of Burlington, and State of New Jersey, (hereinafter referred to as the "County") and Township of Willingboro, a body politic and corporate of the State of New Jersey, having its principal offices located at, Municipal Complex, One Salem Road, Willingboro, New Jersey 08046 County of Burlington and State of New Jersey, (hereinafter referred to as the "Municipality");

RECITALS

WHEREAS, in order to preserve the rural character of Burlington County and enhance the quality of life for its residents, the Board has long championed the preservation of farmland and open space and the development of land for recreational purposes;

WHEREAS, in recognition of the need to establish a steady and reliable funding source to finance its preservation and park development programs, the Board obtained voter approval to create the Burlington County Farmland, Open Space, Recreation and Historic Preservation Trust Fund ("Trust Fund") to be supported by a property tax that is not to exceed \$0.04 per \$100 of assessed valuation;

WHEREAS, the County wishes to broaden its ongoing partnership with its municipalities to further mutual goals for conservation and park development by providing grants for such purposes and has created the Municipal Park Development Program, hereinafter "Program";

WHEREAS, the Municipality has made application to the County for grant funding under the Program and the County has reviewed said application and found it to be in conformance with the scope and intent of the Program in whole or in part and has approved the award of a grant to the Municipality;

WHEREAS, N.J.S.A 40:8A-1 et seq. authorizes a County and municipality to enter into contracts for the joint provision of any service which any party to the agreement is empowered to render within its own jurisdiction;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Municipality agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Municipality agrees to undertake the funded project in the manner set forth in the Policy and Procedure Manual for the Municipal Park Development Program and this agreement and Exhibit 1 – Approved Project Description (“Approved Project”).

2. The period of performance under this Agreement is specified two years from the date of execution on the part of the County, for which period, funds are available and allotted. Requests for extension must be made in writing prior to the expiration of the time allowed for project completion. The request should set forth the municipality’s due diligence in pursuing the project, an explanation for the unforeseen difficulties encountered by the municipality in completing the project within the allotted period, and a proposed schedule for completion. There shall be no obligation on the part of the County to renew or extend this time period. If a timely request for extension is not received or if a request is denied, the County shall cancel the funding award.

3. The amount of the award to be provided by the County under this agreement is \$125,000. The County award is based upon the Municipality’s 2013 application to the County as supplemented.

4. The Municipality agrees to secure all funds necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.

5. The Municipality must notify the County in writing of any changes to the scope of the Approved Project and provide with such notification a full description of the changes and the funding implications. Changes that negatively impact the fundamental merits of the project that resulted in project selection may not be approved.

Changes to a project deemed “Major” by the County will not be permitted. Major changes include, but are not limited to, selection of new project location and deletion of key project elements.

Unauthorized changes in project scope may result in the withholding of all or some of the County funding.

6. In the case of a land acquisition project, Program funds shall be dispersed on a reimbursement basis after the satisfactory submittal of all required project documentation.

In the case of a parks development project, Program funds shall be dispersed on a reimbursement basis in two installments. Municipality may apply for reimbursement after 50% of the grant amount has been expended. Requests for

reimbursement must be accompanied by a detailed breakdown showing how funds were expended along with documentation providing evidence of such expenditures (paid invoices, contractor payment applications, etc.) and a certification by a municipal official that funds were expended in the manner described. The remaining 50% shall be disbursed upon the satisfactory completion of the project and submittal of required documentation as identified in the Policy and Procedure Manual which include, among other things, a certified copy of a resolution by the governing body finding that the project is complete and authorizing final payment to the contractor.

7. Municipality agrees that any Program funds received from the County shall be used only for the purposes described herein.

8. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.

9. The Municipality shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.

10. Municipality shall maintain all land and improvements described herein for a period of no less than ten years.

11. Municipality shall cause to be included appropriate deed restriction language as provided by Burlington County in all deeds for property acquired using Program funds.

12. Municipality shall work with the County to promote public awareness of the grant when it is awarded, and when said grant is ultimately utilized for the purposes of conservation and park development consistent with the Municipal Park Development Program. Municipality shall display a sign on the property reflecting the use of County funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator.

13. Municipality shall provide access to the facility/property for County staff to conduct inspections of the Approved Project within 48 hours notice by the County.

14. No official or employee of the Municipality who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.

15. In the event Municipality does not perform any of the services, obligations, or responsibilities provided under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void and may disqualify the Municipality from participation in future Program funding rounds.

In the event of termination, the County shall have no further liability to the Municipality and in no event will the County be liable to pay for services not actually rendered.

16. The County will provide a Program Administrator for the program that will advise the Municipality in performance of the required services. Contact:

Burlington County Department of Resource Conservation
PO Box 6000
Mount Holly, NJ 08060
Telephone: (856) 642-3850

17. The Municipality, at the request of the County, shall prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed and any other information that may be requested by the County.

18. The Municipality now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.

19. The execution of this Agreement has been authorized by the Municipality's governing body and the Burlington County Board of Chosen Freeholders. A copy of the authorizing resolution or ordinance adopted by the Municipality shall be provided to the County.

20. The Municipality shall indemnify and hold the County of Burlington harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the program, or arising out of, or under this Agreement. The Municipality further agrees to indemnify the County of Burlington from suits or actions of every nature or description brought against it, or damages received or sustained by any part or parties, by or from any of the acts of the Municipality or of the Municipality's, Director's employees, agents or volunteers.

21. The Municipality shall procure and maintain at its own expense, liability insurance for any personal injury or property damage caused by the Municipality in its normal and usual course of its business. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be duly signed, sealed and executed by their respective proper officials the day and year first written above.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

Attest: Terry Hubbell

By:

Paul Drayton
Paul Drayton
County Administrator

11/6/13
Date

(SEAL)

Township of Willingboro

Attest: Dana Woodring
Clerk

By:

Jacqueline Jennings
Mayor Jacqueline Jennings MAYOR

October 15, 2013
Date

Exhibit 1
Approved Project Description
Township of Willingboro

Project Name:	Broido Park Improvements
Project Location:	91 Twin Hill Dr
Type of Application:	Park Development
Grant Award:	\$125,000
Project Scope:	Improve walking path
Project Conditions:	None

RESOLUTION 2014-82-

RESOLUTION REJECTING BIDS SUBMITTED FOR BROIDO PARK PATHWAY AND BANDSTAND IMPROVEMENTS

WHEREAS, the Township Council of the Township of Willingboro requested proposals for the Broido Park Pathway and Bandstand for improvement; and

WHEREAS, sealed bids were received and opened on April 24, 2014, in the presence of the Township Clerk; and

WHEREAS, the two bidders that submitted proposals were:

1. Midwest Construction, Inc, 1752 Route 206, Southampton, NJ 08088
2. Command Co., Inc., 1318 Antwerp Avenue, Egg Harbor City, NJ 08215-2865; and

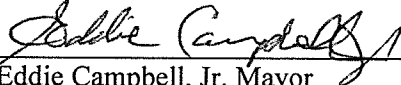
WHEREAS, the Township Council of the Township of Willingboro has determined that it is in the best interest of the Township to reject all bids due to the bids exceeding the Engineer's estimate of cost for the project; and

WHEREAS, it appears to be in the best interest of the Township of Willingboro to reject all bids submitted, in accordance with N.J.S.A. 40A:11-13.2, whereby a contracting unit may reject bids; and

WHEREAS, in order to continue to maintain the integrity of the bid process, the Clerk is directed to re-advertise project at the earliest possible time.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on this 20th day of May, 2014, that all of the proposals submitted for the Broido Park Pathway and Bandstand Improvements project are hereby rejected and shall be returned to the bidders by the Clerk.

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


Eddie Campbell, Jr. Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

RESOLUTION 2014-- 83

RESOLUTION TO CANCEL TAXES DUE TO FEDERAL OWNERSHIP EXEMPTION

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for:

Year	Block/Lot	Assessed to:	Amount
1998	131/15	Veterans Administration	\$2,524.86
1999	131/15	Veterans Administration	\$2,648.88
2000	131/15	Veterans Administration	\$2,806.44
2001	131/15	Veterans Administration	\$2,826.72
2002	131/15	Veterans Administration	\$2,858.70
2003	131/15	Veterans Administration	\$3,078.66
2004	131/15	Veterans Administration	\$3,239.34
2005	131/15	Veterans Administration	\$3,408.60
2006	131/15	Veterans Administration	\$4,040.40
2007	131/15	Veterans Administration	\$4,040.40
2008	131/15	Veterans Administration	\$4,116.06
2009	131/15	Veterans Administration	\$4,105.92
2010	131/15	Veterans Administration	\$4,548.62
2011	131/15	Veterans Administration	\$4,609.72
2012	131/15	Veterans Administration	\$4,619.67
2013	131/15	Veterans Administration	\$4,743.30
2014	131/15	Veterans Administration	\$2,371.65

AND WHEREAS, Assessments were placed on the above property after acquisition by the Veterans Administration, a Federal Government Agency

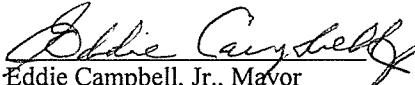
AND WHEREAS, Federal Government property is exempt from property tax

AND WHEREAS, 54:4-99 and 100-allows the governing body of a municipality to cancel taxes that are illegal assessments or where "past due taxes" are due and owing.

THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, and based upon erroneous assessment on federal property, assembled in public session this 20th day of May, 2014 that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A. 54:4-99 and 100.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Tax Collector for her information and attention and compliance.

Attest:


Eddie Campbell, Jr., Mayor


Sarah Wooding, RMC, Township Clerk

RESOLUTION NO. 2014- 84
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 20th day of May 2014 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

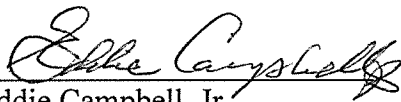
NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of ___ in favor and ___ opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to 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.

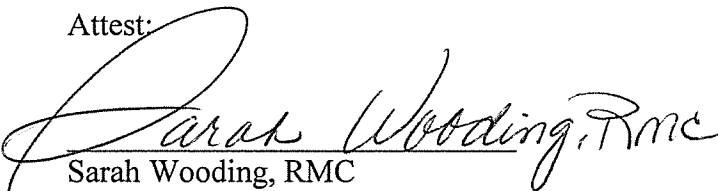
- ____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- ____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or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

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:


Sarah Wooding, RMC
Township Clerk