

cc: Patty
Fin
sol

Resolution No. 2013- 26

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
THE SALE OF 7 PEARTREE LANE, LOT 28 BLOCK 308, WILLINGBORO,
AND EXECUTION OF DOCUMENTS NECESSARY TO CONVEY THIS
NEIGHBORHOOD STABILIZATION PROGRAM PROPERTY**

WHEREAS, the Township of Willingboro has been awarded and is in the process of administering a Neighborhood Stabilization Program (hereinafter, NSP) grant from the department of Housing and Urban Development to acquire and renovate or rebuild vacant properties in the township pursuant to the grant; and

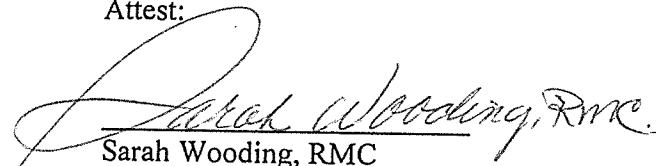
WHEREAS, it is in the best interest of the Township the goals of the NSP to sell each of the properties to NSP eligible purchasers in a timely manner; and


WHEREAS, the Mayor is authorized to execute all contracts of sales and other closing documents on behalf of the Township.

WHEREAS, the property at 7 Peartree Lane Willingboro, New Jersey 08046, Lot 28, Block 308 has been offered and accepted for sale at the price of \$119,000.00, in accordance with the NSP rules; and

NOW THEREFORE BE IT RESOLVED, in open public session on this 22nd day of January 2013 that the Township Council of the Township of Willingboro hereby authorizes the Mayor to execute all documents on behalf of the Township at the closing, in accordance with the NSP grant program.

Attest:


Sarah Wooding, RMC
Township Clerk


Ken Gordon, Jr.
Deputy Mayor

cc: Patty
Fin.
Sol.

Resolution No. 2013- 27

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE SALE OF 15 HARGROVE LANE LOT 26 BLOCK 613, WILLINGBORO, AND EXECUTION OF DOCUMENTS NECESSARY TO CONVEY THIS NEIGHBORHOOD STABILIZATION PROGRAM PROPERTY

WHEREAS, the Township of Willingboro has been awarded and is in the process of administering a Neighborhood Stabilization Program (hereinafter, NSP) grant from the department of Housing and Urban Development to acquire and renovate or rebuild vacant properties in the township pursuant to the grant; and

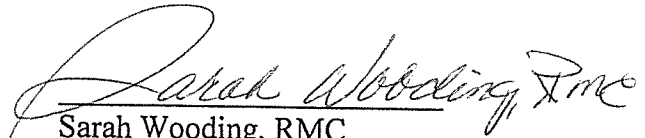
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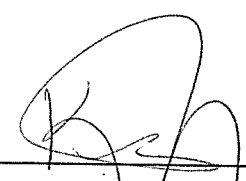
WHEREAS, the Mayor is authorized to execute all contracts of sales and other closing documents on behalf of the Township.

WHEREAS, the property at 15 Hargrove Lane Willingboro, New Jersey 08046, Lot 26, Block 613 has been offered and accepted for sale at the price of \$119,000.00, in accordance with the NSP rules; and

NOW THEREFORE BE IT RESOLVED, in open public session on this 22nd day of January 2013 that the Township Council of the Township of Willingboro hereby authorizes the Mayor to execute all documents on behalf of the Township at the closing, in accordance with the NSP grant program.

Attest:


Sarah Wooding, RMC
Township Clerk



Ken Gordon, Jr.
Deputy Mayor

cc: Gov.

RESOLUTION 2013--28

A RESOLUTION urging the Governor to support the expansion of New Jersey's Medicaid program as provided under the federal "Patient Protection and Affordable Care Act."

WHEREAS, the federal "Patient Protection and Affordable Care Act," (ACA), Pub. L. 111-148, enacted into law on March 23, 2010, and amended by the federal "Health Care and Education Affordability Reconciliation Act of 2010," Pub.L.111-152, enacted into law on March 30, 2010, provides New Jersey with the opportunity, effective January 1, 2014, to increase its Medicaid income eligibility limit to 133 % of the federal poverty level for all non-elderly adult citizens and lawful residents; thus **providing the State with the opportunity to come together in a bipartisan manner and for the first time ensure that New Jersey adults at all income levels have access to health insurance coverage;**

WHEREAS, New Jersey's participation in the Medicaid expansion would make 307,000 adults without health insurance eligible for Medicaid. Currently, about one of every four New Jersey adults without dependents lacks health insurance making up 60% of all non-elderly uninsured in the State;

WHEREAS, the ACA provides an enhanced federal match for those states that participate in the Medicaid expansion, under which the federal match for State funds expended on newly eligible persons will be 100% from 2014-2016 with a phase down to 90% in 2020 and subsequent years; thus costing New Jersey taxpayers zero in 2014-2016, with an additional budget savings if New Jersey maintains current coverage for thousands of adults that are currently eligible under State law;

WHEREAS, without the Medicaid Expansion persons with incomes of less than 100% of the federal poverty level will not be eligible to receive subsidies to purchase insurance on a health-insurance exchange and will thus have no ability to secure coverage,

WHEREAS, the major increase in federal funding (approximately \$2 billion annually) associated with the Medicaid Expansion will stimulate New Jersey's economy, creating well-paid jobs, increasing worker-productivity for newly-insured employees, and permitting small businesses to provide coverage to their employees;

WHEREAS, NJ citizens, as federal taxpayers, will have to pay the Medicaid expansion costs incurred by the federal government in other states, so they should not forego the benefit of those federal tax dollars in NJ;

WHEREAS, a study published in The New England Journal of Medicine in July 2012 concludes that state Medicaid expansions to cover low-income adults were significantly associated with reduced mortality and improved health status; and

cc: Rich
Lundin
B.L.
Dept. Heads
Gov Deal

RESOLUTION 2013- 29

RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A CONTRACT WITH GOVDEALS.COM FOR INTERNET AUCTIONEEING SERVICES TO SELL TOWNSHIP SURPLUS PROPERTY- STATE CONTRACT NUMBER A790967

WHEREAS, there is a need to sell surplus property belonging to the Township of Willingboro as;

- a. The surplus personal property is no longer needed for public use.
- b. The sale will be online and the address of the auction site, Gov.Deal.Com
- c. The sale is being conducted pursuant to Local Finance Notice 2008-9 and N.J.S.A. 40A:11-36, authorizing the sale;
- d. For those items that are part of the Township of Willingboro's fixed asset inventory, the attached description of items in this resolution include information that sufficiently identifies the item and provides an audit trail (i.e., inventory or serial number).
- e. For items not in the fixed asset inventory, this resolution provides a general attached list with description sufficient to inform the public of the item being sold.
- f. The attached listing for any motorized vehicle that is titled in the name of the Township of Willingboro includes the vehicle identification number (VIN) shown on the title. The Township of Willingboro complies with applicable statutes regarding abandoned property, confiscated vehicles, etc.
- g. The terms and conditions of the agreement entered into with GovDeals.com are available on the vendor's website and available in the Willingboro Township Clerk's office.

WHEREAS, it is desirous to authorize GovDeals.com to provide the internet auctioneering services for the sale of the surplus property online at the address of the auction site; and

WHEREAS, GovDeals.com are under current New Jersey State Contract A790967 expiring January 28, 2013;

WHEREAS, the documentation from GovDeals.com is attached and incorporated herein by reference; and

WHEREAS, the funds the Township of Willingboro receives from the sales of the surplus property will be posted as reserve for sale of municipal assets.

RESOLUTION 2013- 29

COPY

cc: Rick
Wanda
B.L
Dept Heads
Gov Deal

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Sarah Wooding

From: cristal bowie <chb@armstronglawfirm.com>
Sent: Tuesday, May 21, 2013 3:03 PM
To: 'Richard Brevogel'; 'Sarah Wooding'
Subject: Auctioned items for gov Deal
Attachments: GovDeals resolution 2-2013.pdf

Hi Rich and Sarah: Mike and I have discussed this and the February resolution is sufficient for the listing of the surplus items for sale on gov deals. so no need for a new resolution, just attach this list to the February resolution.

Cristal Holmes-Bowie, Esquire

Michael A. Armstrong & Associates, LLC

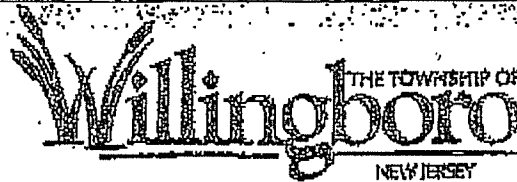
79 Mainbridge Lane

Willingboro, NJ 08046

Office: 609-877-5511

Fax: 609-877-7755

Confidentiality Notice: This electronic mail transmission is privileged and confidential and is intended only for the review of the party to whom it is addressed. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege.



A Naturally Better Place to Be.

Office of the Township Clerk

To: *Cristal* From: *Sarah*

Fax: *877-7755* Pages: *5*

Phone: Date: *5/20/13*

Re: CC:

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

Comments:

Cristal, pls. see attached email from Rich - wanting a resol. for the list of items

I pulled a resol (2013-29) that was passed for the purpose of such a list - why would a resol. be needed just for these items attached?

Willingboro Township Municipal Complex

Sarah Wooding

From: Richard Brevogel <rbrevogel@willingboronj.gov>
Sent: Monday, May 20, 2013 1:07 PM
To: 'Sarah Wooding'
Subject: RE: 5-21-13
Attachments: May 2013 List for Auction DPW.docx

Sarah,

Can we add a resolution authorizing the Sale of the attached list on Govdeals? Sorry for short notice. Thanks

Richard A. Brevogel
Deputy Township Manager / Director of Public Works
Willingboro Township
609-877-2200 Ext. 1105
609-835-0278 Fax

From: Sarah Wooding [<mailto:swooding@willingboronj.gov>]
Sent: Friday, May 17, 2013 4:07 PM
To: akajacqueline@yahoo.com; ecamjr@comcast.net; jayrer@comcast.net; natanderson@comcast.net;
kjosephjr@hotmail.com; idiiggs@willingboronj.gov; rbrevogel@willingboronj.gov; maa@armstronglawfirm.com;
wbibbs@rve.com; wendell.bibbs@rve.com; kathleen.niemann@rve.com
Subject: 5-21-13

Please review draft agenda.
Have a good weekend.
Sarah

2007 John Deere 1600 Wide Angle Mower

1. 1999 Toro Groundsmaster 580 d Wide Angle Mower
2. 1998 International 4900 Dump Truck # 81
3. 2002 International Dump Truck # 71
4. Henderson Chief Salt Spresder (Old 74))
5. Henderson Chief Salt Spreader (Old 81)
6. Toro Groundsmaster 325 Mower # 5
7. Toro Groundsmaster 325 Mower #7
8. Toro Groundsmaster 325 Mower #6
9. Misc. Klitchen Cabinets
10. Misc. Rear Seats for Ford Crown Victorias
11. 2004 Ford Explorer # 12 Old Police Car
12. 2004 Ford Explorer # 5 Old Police Car
13. 2005 Ford Crown Victoria # 23 (Old Police Car)
14. 2005 Ford Crown Victoria #15 (Old Police Car)
15. 2005 Ford Crown Victoria #27 (Old Police Car)
16. 2000 Ford Crown Victoria (Old detective Car)
17. Misc. Old Strobe Lights
18. 2006 Ford E250 Animal Control Van
19. 2002 International 4900 Dump Truck
20. 1998 International 4900 Dump Truck
21. Old Dodge Police Car (Not sure what year)
22. 2006 Trackmaster Sign Trailer
23. 2007 Monltor Systems Sign Trailer
24. Misc. Sign Trailer
25. Misc. Sign Trailer
26. 8 foot disc Harrow
27. Misc. Shop Tools
28. Misc. Steel Lockers
29. Gas Powered Pipe Cleaner
30. Misc. Ford Crown Victoria Auto

cc: Kich
hendai
B.L
Dept. Heads
Gov Deal

RESOLUTION 2013- 29

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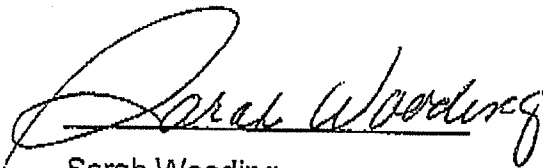
WHEREAS, the funds the Township of Willingboro receives from the sales of the surplus property will be posted as reserve for sale of municipal assets.

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey assembled in public session the 5th day of February, 2013 authorizes GovDeals.com to provide auctioneering services from the sale of surplus property under State Contract Number A70967 pursuant to the documentation attached and incorporated herein by reference.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Finance Department, Treasurer, Township Department Heads and GovDeals.com located at 5913 Carmichael Place, Montgomery, AL 36117.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding
Township Clerk

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

Send Result Report



MFP

TASKalfa 7550ci

Firmware Version 2K9_2F00.004.023 2012.09.07

05/20/2013 13:51
[2K9_1000.005.007] [2K9_1100.002.001] [2LC_7000.004.019]

Job No.: 016419

Total Time: 0°01'50"

Page: 005

Complete

*Gov. Deal
issue*

Document: doc01641920130520134933



Office of the Township Clerk

To: *Cristal* From: *Sarah*

Fax: *877-7755* Pages: *5*

Phone: Date: *5/20/13*

Re: CC:

- Urgent For Review Please Comment Please Reply Please Recycle

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECH
001	05/20/13 13:50	8777755	0°01'50"	FAX	OK	200x100 Normal/Off



A Naturally Better Place to Be.

Office of the Township Clerk

To: Cristal From: Shah
Fax: 877-7755 Pages: 5
Phone: _____ Date: 5/30/13
Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

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Deputy Township Manager / Director of Public Works
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kjosephjr@hotmail.com; jdiggs@willingboronj.gov; rbrevogel@willingboronj.gov; maa@armstronglawfirm.com;
wbibbs@rve.com; wendell.bibbs@rve.com; kathleen.niemann@rve.com
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28. Misc. Steel Lockers
29. Gas Powered Pipe Cleaner
30. Misc. Ford Crown Victoria Auto

cc: Kich
Linda
B.L
Dept. Heads
Gov Deal

RESOLUTION 2013- 29

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WHEREAS, it is desirous to authorize GovDeals.com to provide the internet auctioneering services for the sale of the surplus property online at the address of the auction site; and


WHEREAS, GovDeals.com are under current New Jersey State Contract A790967 expiring January 28, 2013;

WHEREAS, the documentation from GovDeals.com is attached and incorporated herein by reference; and

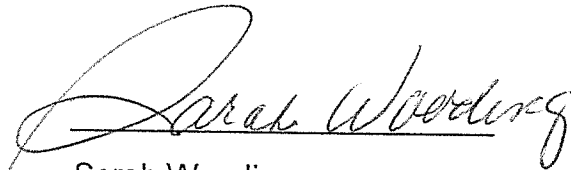
WHEREAS, the funds the Township of Willingboro receives from the sales of the surplus property will be posted as reserve for sale of municipal assets.

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey assembled in public session the 5th day of February, 2013 authorizes GovDeals.com to provide auctioneering services from the sale of surplus property under State Contract Number A70967 pursuant to the documentation attached and incorporated herein by reference.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Finance Department, Treasurer, Township Department Heads and GovDeals.com located at 5913 Carmichael Place, Montgomery, AL 36117.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding
Township Clerk

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

cc: Rick
B.L.

RESOLUTION NO. 2013--30

RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS
FOR CONTRACTING UNITS
PURSUANT TO N.J.S.A. 40A:11-12a

Whereas, the Township of Willingboro, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

Whereas, the Township of Willingboro has the need on a timely basis to purchase goods or services utilizing State contracts; and

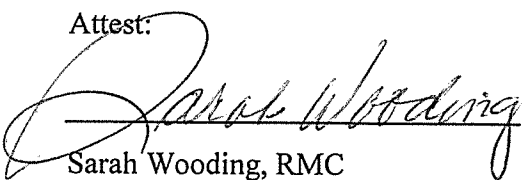
Whereas, the Township of Willingboro intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

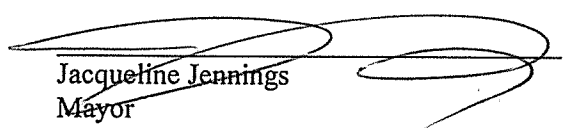
Now, Therefore, **Be It Resolved**, that the Township of Willingboro in open public session on this 5th day of February, 2013 authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; and

Be It Further Resolved, that the governing body of the Township of Willingboro pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

Be It Further Resolved, that the duration of the contracts between the Township of Willingboro and the Referenced State Contract Vendors shall be from January 1, 2013 to December 31, 2013.

Attest:


Sarah Wooding, RMC
Township Clerk


Jacqueline Jennings
Mayor

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

cc: Rich
Bd County

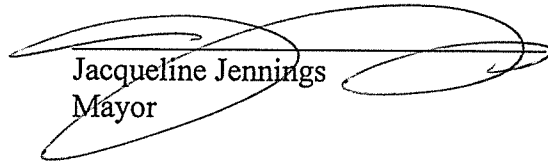
RESOLUTION NO. 2013--31

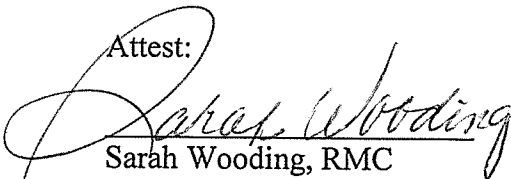
**AUTHORIZATION TO CONDUCT AERIAL LARVAL AND AERIAL ADULT
MOSQUITO CONTROL**

WHEREAS, the Board of Chosen Freeholders, Office of Mosquito Control, annually operates aircraft and applies mosquito larvicide over Willingboro Township, primarily confined to low-lying, swampy areas, wooded sites and along or around streams and other bodies of water.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of February, 2013, that the Mayor is hereby authorized to sign the attached Authorization for Aerial Larval Mosquito Control.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to the Burlington County Board of Chosen Freeholders, Office of Mosquito Control for their information and attention.


Jacqueline Jennings
Mayor

Attest:

Sarah Wooding, RMC
Township Clerk

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

AUTHORIZATION FOR
AERIAL MOSQUITO CONTROL


On behalf of the Willingboro Township, I hereby authorize the **Burlington County Health Department – Division of Mosquito Control** to perform aerial applications of pesticides for mosquito control over Willingboro Township during 2013. Areas to be treated contain populations of mosquitoes that are considered a nuisance, a health hazard, or both.

It is my understanding that all insecticides and aircraft to be used are those approved for aerial application by both State and Federal governments. I also understand that pesticides applications will be made by helicopter or airplane by licensed commercial applicator(s) contracted by the Division of Mosquito Control.

Prior to performing aerial applications over Willingboro Township, the Burlington County Health Department – Division of Mosquito Control will notify Burlington County Central Communications.

This authorization is in accordance with Federal Aviation Administration regulations and must be renewed annually.

2/5/2013
Date


(Mayor or Representative)
Jacqueline Jennings, Mayor

Date: 1/10/13
To: Township Mayor / Administrator
From: Erin Nooney , Senior wetlands specialist
Burlington County Health Department
Division of Mosquito Control
Re: Municipal Agreement Forms/Authorization to Conduct
Aerial Larval/ Adult Mosquito Control Activities

RECEIVED
JAN 17 2013
OFFICE OF THE TOWNSHIP CLERK

In order for the Division of Mosquito Control to operate aircraft and apply mosquito larvicide and/or adulticide over your municipality during 2013, it will be necessary that you, or another designated representative, sign and date the enclosed authorizations. This is in accordance with FAA regulations and is requested on an annual basis. **Please forward a copy of any official Resolutions adopted pursuant to this request.**

Our aerial pesticide application operation is primarily confined to low-lying, swampy areas, wooded sites, and along or around streams and other bodies of water. However, many of these areas are adjacent to or in close proximity to housing developments, shopping centers, etc. As a consequence, you may receive an occasional inquiry or complaint about low-flying aircraft during or following an aerial application operation. We notify Burlington County Central Communications in advance of all planned flights.

Our 2013 contract will run from April 1st through November 18th. Generally, no flights are conducted on Sunday or holidays with the exception of public health emergencies. Operations are conducted in daylight hours only.

Regarding frequency of treatments, mosquito-breeding sites vary tremendously. Some municipalities have only a few areas we need to tend to, while others may contain up to a dozen. Aerial application activities will vary accordingly. Our normal procedure is to inspect these areas on a weekly basis apply pesticides as required later that same week, if warranted. Individual breeding sites may require several applications during the season. Weather, especially rainfall, is a key factor.

Our aerial application program is a key part of Burlington County's overall mosquito control operation. It is crucial that we be permitted to conduct this program in

all municipalities, so that we can attempt to keep other mosquito populations as low as possible, and thus reduce the risk of disease affecting the human population.

If you have any questions regarding our aerial larviciding or adulticiding programs, or the enclosed municipal agreement form please feel free to call me at (609) 264-5064.

Thank you for your cooperation and assistance.

Sincerely,



Erin Nooney
Senior Wetlands specialist, Mosquito Control

EN: wj

Enc: Municipal Agreement Form - 1
Aerial Mosq Control



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

COPY

February 7, 2013

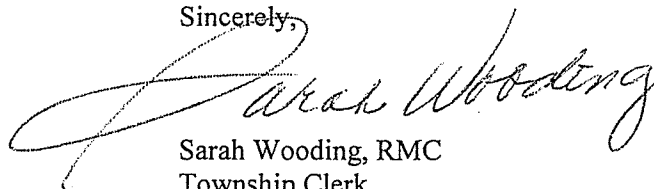
Erin Nooney, Senior Wetlands Specialist
Burlington County Highway Department
Division of Mosquito Control
49 Rancocas Road
Mt. Holly, New Jersey 08060

Re: Resolution 2013—31
Municipal Agreement Forms/Authorization to
Conduct Aerial Larval/Adult Mosquito Control

Dear Mr. Nooney:

Enclosed is a copy of Resolution 2013-31, which was adopted at the Willingboro Township meeting of February 5, 2013. Also enclosed is your copy of the fully executed copy of the signed agreement.

Sincerely,



Sarah Wooding, RMC
Township Clerk

Encl.

/saw

cc: Fin

RESOLUTION NO. 2013--32

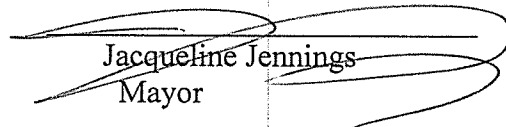
A RESOLUTION AUTHORIZING REFUNDS FOR OVERPAYMENTS OF TAXES

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

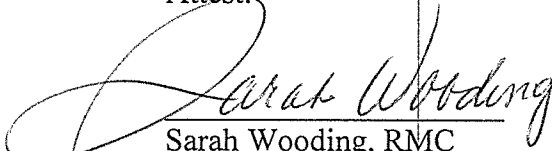
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of February 2013, 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 their information, attention and compliance.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

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

cc: Jim

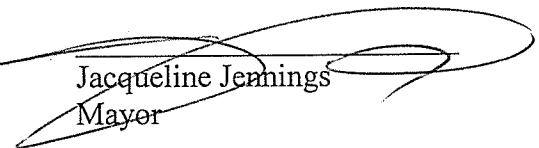
RESOLUTION NO. 2013--33

Authorizing the Approval of Vouchers for Payment & Ratification

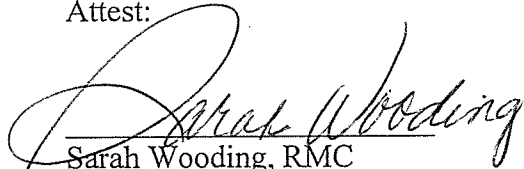
Whereas, Willingboro Township Council received the January 2013, Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 5th day of February, 2013, 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
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Recorded Vote

Yes No Abstain Absent

Councilman Anderson
Councilman Ayer
Councilman Campbell
Deputy Mayor Gordon
Mayor Jennings

NOT
NEEDED

RESOLUTION NO. 2013--34
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 5th day of February 2013 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.

cc: Imani
Monica
Patty
Sol.

Resolution No. 2013-35

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING EXECUTION OF AN AGREEMENT WITH IMANI REALTY, INC. AS REAL ESTATE BROKER FOR THE WILLINGBORO NEIGHBORHOOD STABILIZATION PROGRAM

WHEREAS, the Township requires the services of a Realtor to market and sell its remaining NSP properties; and

WHEREAS, the services to be performed are professional services, regulated by law and the persons appointed are practicing recognized professions; and

WHEREAS, the Township of Willingboro has determined that it is appropriate to implement a fair and open process for the awarding of this contract; and

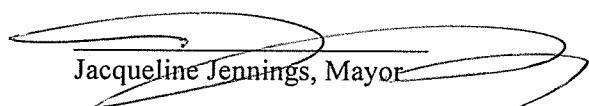
WHEREAS, on November 15, 2012, the Township published notice of the Request for Qualifications and on November 30, 2012 received statements of qualifications for the position of NSP Realtor, in a manner that fostered a fair and open process utilizing the criteria and specific minimum requirements to meet the requirements of the Township; and

WHEREAS, the Township Council received and reviewed the RFQ response of Imani Realty, Inc., (hereinafter "Realtor") and has determined that it is in the best interest of the Township to appoint that firm to the position of Real Estate broker for the NSP properties.

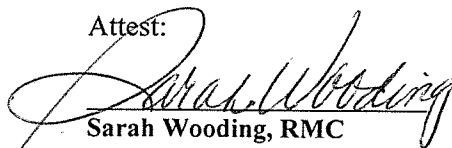
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open public session this 5th day of February 2013, hereby authorizes the Mayor and Clerk to execute agreements with Imani Realty, Inc. as Real Estate brokers to the Township of Willingboro NSP program.

BE IT FURTHER RESOLVED THAT:

1. This contract is awarded without competitive bidding as professional services in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
2. This contract shall be for the term of January 1, 2013 to December 31, 2013.
3. A notice of this action shall be printed once in the Burlington County Times.
4. A copy of this resolution shall be provided to Imani Realty & Associates for its information and attention.


Jacqueline Jennings, Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

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



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

February 7, 2013

COPY

Martha Boyer, Broker/Owner
Imani Realty & Associates
621 Beverly-Rancocas Road
Willingboro, New Jersey 08046

Re: Resolution 2013-35

Dear Ms. Boyer:

Enclosed is a copy of Resolution 2013—35 which was adopted at the Willingboro Township Council meeting on February 5, 2013.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Encl.

/saw

cc: Rich
County
R+V

**TOWNSHIP OF WILLINGBORO
RESOLUTION NO. 2013- 36**

**A RESOLUTION AUTHORIZING DEED OF EASEMENT TO BOARD OF CHOSEN
FREEHOLDERS OF BURLINGTON COUNTY FOR ACCESS TO AND
REPLACEMENT OF COUNTY BRIDGE C3.64, JFK WAY OVER MILLCREEK.**

WHEREAS, Board of Chosen Freeholders of Burlington County (hereinafter the "County") is desirous of obtaining a non-exclusive roadway improvement easement through a portion of land of the Township for the purpose of replacement of Bridge C3.64 of JFK Way over Mill Creek, located between Charleston Road and Levitt Parkway; and

WHEREAS, a deed easement will give the County the perpetual right to free and unlimited access to ingress and egress in and from all points of the non-exclusive roadway improvement easement area without notice to the Township; and

WHEREAS, the Township has determined that such access is necessary for the purpose of constructing and maintaining the Bridge C3.64; and

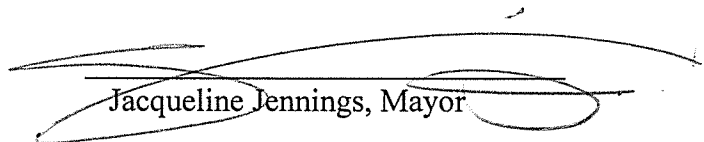
WHEREAS, this is in the best interest of the residents of the Township of Willingboro.

WHEREAS, the Township Council, in consultation with its professionals, has reviewed and approved the easement for this purpose.

NOW THEREFORE BE IT RESOLVED THAT, in open public session on this *19th* day of February, 2013, the Township Council of the Township of Willingboro hereby authorizes the Mayor to execute the Deed of Easement, subject to the legal review of the Solicitor, and provided that a copy of this resolution shall be provided to the Board of Chosen Freeholders County of Burlington for its information and attention.

Attest:


Sarah Wooding, RMC


Jacqueline Jennings, Mayor

Board of Chosen Freeholders
County of Burlington
New Jersey

attached copy



Office of:

COUNTY SOLICITOR

49 Rancocas Road, Room 225

PO Box 6000

Mt. Holly, New Jersey 08060-6000

February 6, 2013

PETER H. NELSON

County Solicitor

Phone: (609) 265-5289

Fax: (609) 265-5933

Township of Willingboro
Attn: Sarah Wooding, Acting Township Clerk
Municipal Complex
1 Rev. Dr. M.L. King, Jr. Dr
Willingboro NJ 08046

Re: **DEED OF EASEMENT**
Replacement of County Bridge C3.64
JFK Way over Mill Creek
Willingboro Township, Burlington County
Our File No. 16-1387-11

Dear Ms. Wooding:

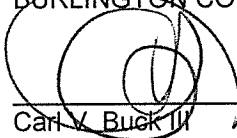
Per my previous letter, enclosed please find 2 copies of the Deed of Easement for the referenced project. I would ask that you review and upon your approval, execute both documents and return said documents to my attention as soon as possible. I will then forward you a fully executed copy for your records.

I thank you and the council for your cooperation and courtesy in this matter.

Very truly yours,

PETER H. NELSON
BURLINGTON COUNTY SOLICITOR

By:



Carl V. Buck III
Senior Assistant County Solicitor
CBuck@co.burlington.nj.us

CVB/rl

Enclosure

cc: Peter H. Nelson, County Solicitor
Joseph Brickley, Director of Public Works/County Engineer
Joseph LoRicco, Assistant County Engineer
Todd W. Eagleson, Principal Engineer – Bridge
Michael Armstrong, Willingboro Township Solicitor
Cristal Bowie, Esquire, Armstrong Law Firm

Prepared by:

Carl V. Buck III
Senior Assistant County Solicitor
Burlington County

DEED OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 2013, by and between **Township of Willingboro, Municipal Complex, One Salem Road, Willingboro, NJ 08046** (hereinafter "**Grantor**"), and **BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON**, a body politic and corporate of the State of New Jersey, having offices at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter "**Grantee**");

WITNESSETH:

WHEREAS, the **Grantor** covenants and warrants that **Grantor** is the owner in fee simple of land in the Township of Willingboro, County of Burlington and State of New Jersey, designated on the Tax Map of Township of Willingboro, Block 232, Lot 22.01, 22.02 & 23 and part of Block 501, Lot 45; Block 608, Lots 1 & 82: and

WHEREAS, the **Grantee** is desirous of obtaining a non-exclusive roadway improvement easement through a portion of the land of the **Grantor** for the purpose of replacement of Bridge C3.64 of JFK Way over Mill Creek located between Charleston Road and Levitt Parkway in the Township of Willingboro and applicable appurtenant uses; and

WHEREAS, the **Grantee** has evidenced its desire to acquire this easement by adoption of Resolution # _____, on _____, 2012; now, therefore

IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid by the **Grantee** to the **Grantor**, the receipt whereof is hereby acknowledged, the **Grantor** does hereby grant, bargain, sell, assign, release, convey and confirm unto the **Grantee**, its successors and assigns, forever and full perpetual right to the following easement located in the Township of Willingboro, County of Burlington and State of New Jersey, and being more particularly described in Schedule "A"

attached hereto and incorporated herein.

BEING a portion of the same lands and premises, title to which became vested in **Grantor** by deed:

(Block 232, Lot 22.01, 22.02) Township of Willingboro, a municipal corporation, County of Burlington, State of New Jersey, by deed from Levitt and Sons, Incorporated, a Delaware corporation, dated May 17, 1968, recorded April 24, 1972, in the Clerk's Office of the County of Burlington, New Jersey, in Deed Book 1798, page 418;

(Block 232, Lot 23) by Township of Levittown, a municipal corporation of the State of New Jersey by deed from Levitt and Sons, Incorporated, A New York corporation, dated December 5, 1960 recorded January 16, 1961, in the Clerk's Office of the County of Burlington, New Jersey, in Deed Book 1465, page 228;

(Block 501, Lot 45) by Township of Levittown, a municipal corporation of the State of New Jersey by deed from Levitt and Sons, Incorporated, a New York corporation, dated August 21, 1961, recorded September 12, 1961, in the Clerk's Office of the County of Burlington, New Jersey, in Deed Book 1484, page 389;

(Block 608, Lot 1) by Township of Levittown, a municipal corporation of the State of New Jersey by drainage deed from Levitt and Sons, Incorporated, a New York corporation, dated August 30, 1962, recorded September 13, 1962, in the Clerk's Office of the County of Burlington, New Jersey, in Deed Book 1516, page 349;

(Block 608, Lot 82) by Township of Willingboro, a municipal corporation of the State of New Jersey by corrective deed from Levitt and Sons, Incorporated, a Delaware corporation, dated May 17, 1968, recorded August 8, 1968, in the Clerk's Office of the County of Burlington, New Jersey, in Deed Book 1676, page 180.

THE **GRANTOR** grants and conveys to the **Grantee**, and to **Grantee's** heirs, successors, legal representatives and assigns an easement in perpetuity in, under, through, upon, over and across the servient estate with full rights, privileges and authority for the **Grantee**, its agents, contractors, employees and servants to enter upon the same from time to time with such free and unlimited access to ingress and egress in, from and over all points of said non-exclusive roadway improvement easement area without notice to **Grantor** as is reasonable and necessary with machines, vehicles, tools, implements and materials for the purpose of inspecting, locating, constructing, extending, installing, rebuilding, repairing, maintaining,

replacing, cleaning and renewing the non-exclusive roadway improvement easement within the easement and of laying materials therein and thereon of every kind and description for the purposes aforesaid which **Grantee** may in its exclusive discretion and sole judgment deem necessary or proper.

THE GRANTOR further conveys unto the Grantee the right to grant permission to owner(s) or operator(s) or contractor(s) representing utility authorities, utility companies or utility providers to permanently install and /or relocate utilities and appurtenances into the permanent easements acquired by the County as related to the County's construction, maintenance or repair of County facilities including, but not limited to, storm drainage facilities, the road(s), bridge(s), drainage, traffic signal facilities or other related appurtenances. Such utilities shall include, but not be limited to, water, sewer, cable, telephone, gas, electric and/or fiber optic wiring. Such installation and/or relocation includes, but is not necessarily limited to, installation of aerial, underground, or "on ground" service(s).

GRANTEE shall at its own cost and expense restore the lands to the condition existing prior to the time of entry or re-entry, except for replacing trees or landscaping. **Grantor** shall have the right to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by **Grantee** of the easement; except that **Grantor** shall not construct, place or permit any buildings, fences, pavement or improvements in, under, through, over or across the easement area without first obtaining written approval of the **Grantee**, given by resolution of the governing body. Grantor is responsible for removing and/or replacing any signs currently within the easement areas at its own expense.

THE EASEMENT agreements, conditions, covenants and promises herein contained are intended to be covenants running with the land. The easement shall endure perpetually and shall be binding upon the heirs, executors, administrators, personal and legal representatives, successors in interest, licensees and assigns of the respective parties.

THE WORD "**Grantor**" as used in this Deed of Easement shall mean any and all persons who lawfully succeed to the rights and responsibilities of the **Grantor**, including but not limited to their heirs, executors, administrators, personal or legal representatives, successors and assigns.

WHEREVER in this easement any party shall be designated or referred to by name or general

reference, such designation shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" have been inserted after each and every designation.

THE EASEMENT rights and privileges granted by this easement are exclusive and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant.

GRANTEE shall at all times act so as to safeguard **Grantor's** property. **Grantee** shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum inconvenience to the **Grantor**; any damage done to the land or premises of **Grantor** shall be promptly repaired and restored to its condition immediately prior to damage at the sole cost and expense of the **Grantee** proximately causing such damage.

Grantee shall indemnify and save harmless the **Grantor**, its officers, employees, servants and agents from all claims, suits or actions of every kind or character made upon or brought against **Grantor**, its officers, employees, servants and agents for or on account of any injuries or damages which shall arise out of, in the course of or in consequence of any willful or negligent act or omission or tortious act or omission of **Grantee**, its employees, agents or subcontractors, in the performance of the said work or by or in the consequence of any negligence in the operations or any improper material or equipment used, or by or on account of any act or omission of the **Grantee** or its servants, agents or employees. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

Grantor shall indemnify and save harmless the **Grantee**, its officers, employees, servants and agents from all claims, suits or actions of every kind or character made upon or brought against **Grantee**, its officers, employees, servants and agents for or on account of any injuries or damages which shall arise out of, in the course of or in consequence of any willful or negligent act or omission or tortious act or omission of **Grantor**, its employees, agents or subcontractors, regarding the easement. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

THIS EASEMENT may be terminated by written agreement signed by all owners of record and other successors to the respective interests of the **Grantor** and **Grantee**. **Grantee**, its heirs, successors and

assigns may execute and record a release of this easement of any time.

THIS EASEMENT contains the entire agreement between the parties relating to the rights, grants and any obligation assumed. Any modification of this easement must be in writing and must be signed by both parties.

THE PROMISES made in this Deed of Easement are legally binding upon the **Grantor** and all who lawfully succeed to the **Grantor's** rights and responsibilities. These promises can be enforced by the **Grantee** and all future owners of the property.

TO HAVE AND TO HOLD, the said premises hereinbefore expressed to be hereby granted unto and to the use of the **Grantee**, its successors and assigns forever.

IN WITNESS WHEREOF, the **Grantor** signs this Deed of Easement as of the date at the top of the first page.

(SEAL)

Attested by:

Sarah Wooding

Township Clerk

TOWNSHIP OF WILLINGBORO

Name:
Title:
Grantor

(SEAL)

Attested by:

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON,
Grantee

Paul Drayton
County Administrator

Joseph B. Donnelly
Freeholder Director

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON)

SS.:

I certify that on February 20, 2013, _____ of Township of Willingboro personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he/she is named in this Deed of Easement;
- (b) the person who is the attesting witness to the signing of this Deed of Easement is _____.

- (c) this Deed of Easement was signed and delivered by (grantee) as their voluntary act;
- (d) he/she signed this proof to attest to the truth of these facts; and
- (e) the full and actual amount to be paid for this Deed of Easement will be \$1.00. (Such

consideration is defined in N.J.S.A. 46:15-5.)

Signed and subscribed to

before me this 20th day

of Feb., 2013

Sarah Wooding

Jacqueline Jennings
Mayor-Willingboro Township

SARAH WOODING
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES MARCH 31, 2014

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON)

SS.:

I certify that on _____, 2013, Joseph B. Donnelly, County Freeholder Director, personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he is the Director, the proper corporate officer of the Corporation named in this Deed of Easement;
- (b) Paul Drayton, the County Administrator of the Corporation, is the attesting witness to the signing of the Deed of Easement by Name, the Director of the Corporation;
- (c) this Deed of Easement was signed by the Corporation as its voluntary act;
- (d) the proper seal of the Corporation is affixed to this Deed of Easement;
- (e) this proof is signed to attest to the truth of these facts; and,
- (f) the full and actual consideration paid or to be paid for the transfer of this Easement is \$1.00.

(Such consideration is defined in N.J.S.A. 46:15-5.)

Paul Drayton
County Administrator

Sworn and Subscribed to

before me this ___ day

of _____, 2013.

DEED OF EASEMENT

Dated:

TOWNSHIP OF WILLINGBORO

Grantor(s)

Record and return to:

TO

CARL V. BUCK III
SENIOR ASSISTANT COUNTY SOLICITOR
49 Rancocas Road - Room 225
P.O. Box 6000
Mt. Holly, NJ 08060

BURLINGTON COUNTY BOARD
OF CHOSEN FREEHOLDERS,

Grantee.



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

February 20, 2013

County Solicitor
County of Burlington
P.O. Box 6000
49 Rancocas Road
Mt. Holly, New Jersey 08060-6000

Attn: Robin

Re: Resolution 2013—36
Dee of Easement

As per your previous letter, enclosed please find 2 copies of the Deed of Easement, along with a copy of Resolution 2013-36, which was adopted at the Township of Willingboro's Council meeting of February 19, 2013.

Two copies have been executed. We look forward to you sending back a fully executed copy for our records.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/saw
Encl.

Cc: Richard Brevogel, Deputy Manager/Public Works, Willingboro Township
Justin Lamicella, Willingboro Township Tax Assessor
Michael Armstrong, Willingboro Township Solicitor

cc: M. Armstrong
Robert D. Vetra
Costa + LaRosa, PC

RESOLUTION NO. 2013-37

**TOWNSHIP OF WILLINGBORO RESOLUTION
AUTHORIZING SETTLEMENT IN THE MATTER OF
VETRA VS. TOWNSHIP OF WILLINGBORO DOCKET NO. SP-893-4739;
JUDGEMENT NO. DJ-001508-1994**

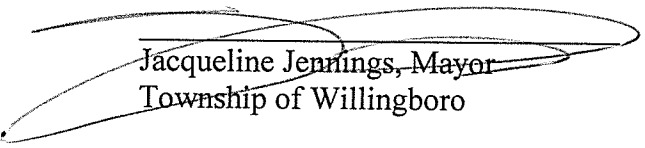
WHEREAS, the Township Council of the Township of Willingboro and the party in the matter of Robert D. Vetra vs. Township of Willingboro, Docket No. SP-893-4739, and Judgment No. DJ-001508-1994, is desirous of settling the issues underlying the complaint in this matter; and

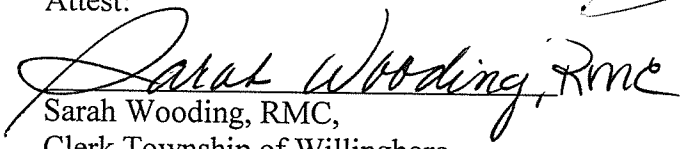
WHEREAS, the respective parties have negotiated an Agreement resolving the outstanding issues, the terms of which are set forth within a document entitled "Settlement Agreement and Release"; and

WHEREAS, the Township Council finds that it is in the best interest of the Township to settle the issues underlying the litigation and to terminate the litigation; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, this 19th day of February, 2013, that the Township Council authorizes its Mayor and Clerk, to execute the Settlement Agreement and Release on behalf of the Township of Willingboro thereby settling the matter entitled Robert D. Vetra v. Township of Willingboro, Docket No. SP-893-4739, and Judgment No. DJ-001508-1994.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to all parties to the matter for their information and attention.


Jacqueline Jennings, Mayor
Township of Willingboro

Attest:

Sarah Wooding, RMC,
Clerk Township of Willingboro

RELEASE

This Release, dated February 19, 2013, is given
BY the Releasor, Costa & LaRosa, PC by Nicholas J. Costa, Esquire, referred to as "I",
TO Township of Willingboro, referred to as "YOU";

1. **Release.** I release and give up any and all claims and rights which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to personal injury claims resulting from anything which has happened up to now. I especially release the following claims:

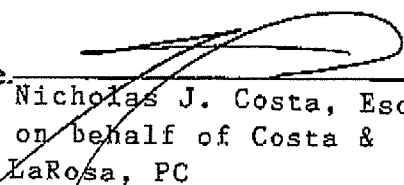
Any and all claims for the value of services allegedly rendered by Robert D. Vetra, Esquire to Township of Willingboro pursuant to an alleged agreement between Mr. Vetra and Township of Willingboro. Said agreement being the subject matter of a law suit titled "Robert D. Vetra v. Township of Willingboro" filed in the Superior Court of New Jersey, Special Civil Part, Burlington County, under Docket Number: SP-893-4739.

It is expressly understood that the execution, delivery and acceptance of this Release and the payment of any money pursuant to the terms thereof is in no way an admission of liability on the part of the parties hereto, but has been executed, delivered and accepted solely for the purpose of clarifying the agreement between the parties.

2. **Payment.** I have been paid a total of \$ 895.00, in full payment for making this Release. I agree that I will not seek anything further including any other payment from you.

3. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the Executor of my Estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the Executor of your Estate.

4. **Signatures.** I understand and agree to the terms of this Release.

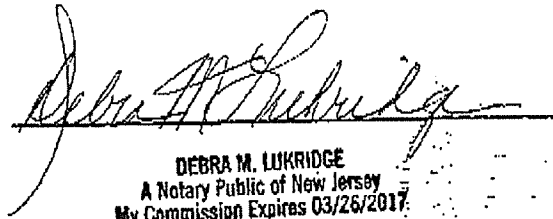

Nicholas J. Costa, Esquire
on behalf of Costa &
LaRosa, PC

Witnessed or Attested by: 

STATE OF NEW JERSEY, COUNTY OF Durham SS.: _____

I CERTIFY that on February 19, 2013, Nicholas Costa personally came before me and acknowledged under oath, to my satisfaction, that the person:

- (a) named in and personally signed this document; and
- (b) signed, sealed and delivered this document as their act and deed.


DEBRA M. LUKRIDGE
A Notary Public of New Jersey
My Commission Expires 03/26/2017.



MICHAEL A. ARMSTRONG & ASSOCIATES, LLC

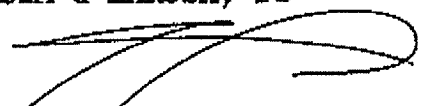
79 Mainbridge Lane
Willingboro, New Jersey 08046
(609) 877-5511
Attorneys for Defendant
Township of Willingboro

ROBERT D. VETRA,	:	SUPERIOR COURT OF NEW JERSEY
	:	SPECIAL CIVIL PART
Plaintiff,	:	BURLINGTON COUNTY
	:	
vs.	:	Docket No. SP-893-4739
	:	
TOWNSHIP OF WILLINGBORO, a	:	CIVIL ACTION
municipal corporation of the	:	CONTRACT
State of New Jersey	:	
	:	WARRANT TO SATISFY JUDGMENT
Defendant.	:	

WHEREAS, a judgment was entered in the above-entitled action on September 14, 1993, in favor of Robert Vetra, former shareholder ~~in the firm~~ ^{succeeded by} ~~Costa & LaRosa, PC~~ in the amount of \$455.50 plus interest and costs and said judgment with interest and costs thereon having been fully paid, under Judgment number DJ-001508-1994.

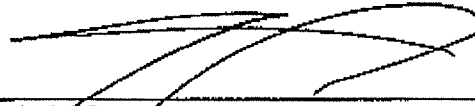
THEREFORE, full and complete satisfaction of said judgment is hereby acknowledged, and the Clerk of the Court is hereby authorized and directed to make entry of the full and complete satisfaction on the docket of said judgment satisfaction of judgment.

COSTA & LAROSA, PC

Date: Feb 19, 2013


Nicholas J. Costa, Esq.

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

Date: Feb 19, 2013


Nicholas J. Costa, Esq.

cc: Rick
Eastampton

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2013 -38**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF EASTAMPTON TO SHARE
WILLINGBORO TOWNSHIP PUBLIC WORKS EQUIPMENT AND PERSONNEL**

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 a Shared Services Agreement for the provision of certain services ("Agreement"); and

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

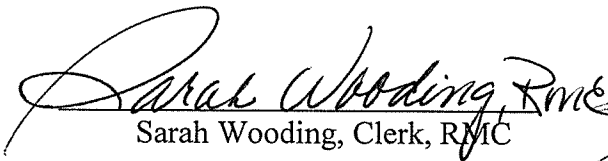
WHEREAS, the Township Council of the Township of Willingboro and the Township of Eastampton desires to enter into a Shared Services Agreement for the provision of Public Works Equipment and Personnel to the Township of Eastampton by the Township of Willingboro ("Agreement"); and

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 Township of Eastampton.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 19th day of February 2013 that the Mayor and the Township Clerk are hereby authorized to execute the Shared Services Agreement, as attached hereto, between the Township of Willingboro and the Township of Eastampton for the sharing of public works equipment and personnel.

Township of Willingboro


Sarah Wooding, Clerk, RMC


Jacqueline Jennings, Mayor

RESOLUTION R2013-27

**TOWNSHIP OF EASTAMPTON
COUNTY OF BURLINGTON**

**AUTHORIZE MASTER PUBLIC WORKS INTERLOCAL SHARED
SERVICES AGREEMENT FOR SHARING PUBLIC WORKS
EQUIPMENT AND PERSONNEL BETWEEN EASTAMPTON
TOWNSHIP AND WILLINGBORO TOWNSHIP**

WHEREAS, Willingboro Township has offered the Township the opportunity for occasional sharing of certain public works equipment currently unavailable to Eastampton as well as the ability, under limited circumstances, to share personnel to provide Public Works services, general maintenance and related services; and

WHEREAS, the Township Manager has recommended to the Township Council that the Township enter into an interlocal shared services agreement with Willingboro for the occasional sharing of public works equipment and personnel between Eastampton and Willingboro; and

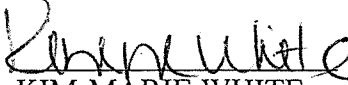
WHEREAS, the Interlocal Services Act (NJSA 40:SA-1 et. seq.) authorizes and empowers the Eastampton and Willingboro to enter such an agreement.

WHEREAS, the Chief Financial Officer has certified that there are funds available for this purpose, said certification being attached hereto and made a part hereof.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Eastampton, County of Burlington as follows:

1. The Township Council hereby approves the interlocal shared service agreement with Willingboro Township for the sharing of public works equipment and personnel, said agreement to be effective for the term from February 1, 2013 to January 1, 2015, subject to the availability and appropriation of funds for such services during each year of the agreement.
2. The Mayor and Clerk are hereby directed to execute the Agreement with Willingboro Township.
3. The Township Clerk shall forward a copy of this resolution to the Township Clerk of Willingboro Township.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Eastampton Township Council at a meeting held on January 28, 2013.


KIM-MARIE WHITE
Municipal Clerk

MASTER PUBLIC WORKS INTERLOCAL SHARED SERVICES AGREEMENT FOR
SHARING PUBLIC WORKS EQUIPMENT AND PERSONNEL BETWEEN
EASTAMPTON TOWNSHIP AND WILLINGBORO TOWNSHIP

AGREEMENT

AGREEMENT, made this day of Jan 28, 2013 by the Township of Willingboro (hereinafter to as "Willingboro"), 1 Salem Road, Willingboro, NJ 08046 and the Township of Eastampton (hereinafter to as "Eastampton") for the purpose of establishing a Master Public Works Interlocal Shared Services agreement.

WITNESSETH:

WHEREAS, Eastampton is desirous of occasionally sharing Public Works equipment and even less occasionally Public Works personnel with Willingboro to provide Public Works services, general maintenance and related services; and

WHEREAS, the Eastampton and Willingboro are desirous of occasionally sharing Public Works equipment and Public Works personnel in accordance with the terms of this Agreement; and

WHEREAS, the Interlocal Services Act (NJSA 40:SA-1 et. seq.) authorizes and empowers the Eastampton and Willingboro to enter into this Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Scope of Services

The equipment that Willingboro is willing to lend is listed on "Schedule A" which is attached to this Agreement. The fees for lending this equipment and utilizing Willingboro employees are listed on "Schedule A" which is attached to this Agreement. It is clearly understood by all parties concerned that Willingboro's equipment must be available for Willingboro projects whenever needed. Therefore, the equipment listed on "Schedule A" attached will only be available whenever not in use, or scheduled to be used for a Willingboro project, and, then, it will only be made available at the sole discretion of Willingboro's Public Works contact person.

2. Term

This Agreement shall extend from February 1, 2013 to January 1, 2015. Either party may cancel this Agreement upon 30 days' written notice to others. Sunshine Clause: This Agreement must be renewed by the governing body of the Municipality on or before December 1, 2013 approximately two years from the date of adoption or this Agreement will be null and void as of January 1, 2015.

3. Compensation

Willingboro will be paid for Public Works Equipment and Personnel Rental services at an hourly rate for time and type of equipment provided based upon the fee schedules which are attached as "Schedule A". Willingboro will provide an itemized bill to Eastampton along with a signed voucher on a monthly basis. Eastampton agrees to promptly process Willingboro's vouchers for payment and to pay all bills within 45 days of submission.

The common billable measurement will be "hourly", broken down into quarter hours, for both equipment and personnel. However, at the discretion of the contact person, charges may be rounded to half-day (4 hours) or full day (8 hours) charge, even though the equipment may be picked up early the morning, or day, before actual usage, and/or returned later the afternoon, or day, after actual usage.

4. Contact Person

Unless informed otherwise in writing by each municipality's respective Manager, the Public Work's Contact person for each municipality is as follows:

Eastampton Township: Richard Parks, Director of Public Works
First Alternate Contact: Thomas J. Czerniecki, Township Manager

Willingboro Township: Richard A. Brevogel , Director of Public Works
First Alternate: Brian Wood , Supervisor DPW
Second Alternate: Larry Hardy, Supervisor DPW

5. Effective Date

This Agreement shall become effective as of upon passage of any authorizing Resolution by each municipality as required by the Interlocal Services Act, NJSA 40:8A-4 et. seq.

6. Level of Service

The Township and the designated municipalities agree to provide all services in a professional and workmanlike manner.

7. No Charge Policy

Similar to mutual aid for police and fire departments, the Contact Person for each municipality may lend equipment to each other on an occasional basis, without charge, at his sole discretion. The maximum number of times per year this may occur with any one of the designated municipalities is three (3) times. Regardless of the reason, for any occurrence over three (3) times per year, a charge will be incurred and must be paid by the municipality using the equipment. Each occurrence shall not exceed two (2) days (ie 16 billable hours) in length.

8. Power and Authority of Township and/or Designated Municipality

Each municipality, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under this agreement.

9. Other Agreements

Each municipality reserves the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

10. Dispute of Payment

As provided in NJSA 40:SA-7(b), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph 5 shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, each municipality shall promptly repay the excess.

11. Indemnification

Each municipality and the Township hereby indemnifies and holds the other harmless against all losses, claims, or liabilities of any kind (including reasonable attorneys' fees and costs) for personal injury or property damage, arising out of the actions taken by either party pursuant to this Agreement.

12. Insurance

During the term of this Agreement, each municipality will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person, and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of \$100,000.00. Each municipality shall provide the other a Certificate of Insurance naming each other as additional insured where appropriate, and stating that said policy cannot be cancelled except on thirty (30) days' notice to the Township.

13. Dispute Resolution

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with the American Arbitration Association rules. Each party involved in arbitration shall be responsible for equally sharing the cost of the arbitrator. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The parties agree that the decision rendered by the impartial arbitrator shall be binding.

14. Miscellaneous

This Agreement may only be modified in writing, duly authorized and signed by the Mayor of each Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to each municipalities Public Works Contact person:

15. Authorization

Each party represents and warrants to the other that all municipal or Township action necessary for such municipality or the Township to enter into and perform all obligations required by this Agreement has been validly taken and that the undersigned are authorized to execute this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17. No Assignments

One party without the written consent of the other may not assign this Agreement.

18. Entire Agreement

This Agreement sets forth the entire understanding of the parties here to with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

19. Severability

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, 5 sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

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

ATTEST:

Sarah Wooding , Acting Municipal Clerk
THE TOWNSHIP OF WILLINGBORO

ATTEST: 
Kim White, Municipal Clerk
THE TOWNSHIP OF EASTAMPPTON

Note: This Master Agreement also becomes effective with any designated municipality upon the adoption of an appropriate resolution by that designated municipality and the execution of a similar Agreement with the Township of Willingboro, even though an actual signed Agreement between the Municipality and that designated municipality is not signed by both municipalities.

SCHEDULE A

FEES

EQUIPMENT and LABOR

Equipment fees will be based on the equipment cost and a provided labor. Labor includes 7.65% benefits load.

- Aerial Lift Bucket Truck \$80.00 per hour
- Chipper (18 inch) w Dump Truck \$100 per hour
- Wheel Loader \$100 per hour
- Sweeper \$93.10 per hour
 - Must have debris disposal location
- Backhoe \$100 per hour
- Vacuum Truck and Jetter \$125.00 per hour
 - Must have debris disposal location
- Dump Truck (12 yard capacity) \$56.00 per hour
- Portable Generators (KW) \$215 per day
 - Must provide electrician for hook up
- Portable Hot Patcher \$90 per hour
 - Must provide materials for patching
- Portable Light Towers \$120 per day

LABOR SHOP RATES

- MECHANIC \$50 per hour
- PARTS 10% mark up on parts purchased by Willingboro

NOT
NEEDED

RESOLUTION NO. 2013--39
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 19th day of February 2013 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.