

2013 RESOLUTIONS 2013

NO. 40 - 59

cc: Fin

RESOLUTION NO. 2013--40

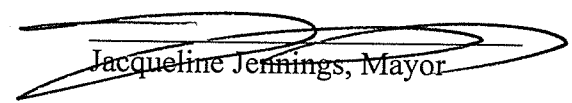
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

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

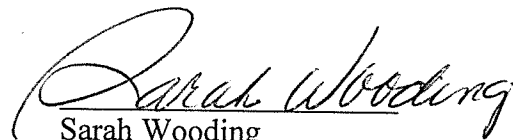
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

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


Jacqueline Jennings, Mayor

Attest:


Sarah Wooding
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"/>			

OVERPAYMENT FOR TAXES

PAUL & VIRGINIA AGNES GERRISH 135 PENNYPACKER DRIVE WILLINGBORO, NJ 08046 BLOCK 334 LOT 16 135 PENNYPACKER DRIVE OVERPAYMENT TAXES	\$986.68
QBE FIRST PO BOX 13922 DURHAM, NC 27709-3922 BLOCK 501 LOT 21 6 MEADOWBROOK PLACE OVERPAYMENT TAXES	\$1,249.72
CORELOGIC TAX SERVICE ATTN: REFUNDS DEPT. PO BOX 961250 FT WORTH, TX 76161-0250 BLOCK 1003 LOT 54 158 NOTTINGHAM DRIVE OVERPAYMENT TAXES	\$1,337.34
WEICHERT TITLE AGENCY 1909 ROUTE 70 EAST CHERRY HILL, NJ 08003 BLOCK 704 LOT 25 20 GENERAL LANE OVERPAYMENT TAXES	\$1,058.49

cc: Fin

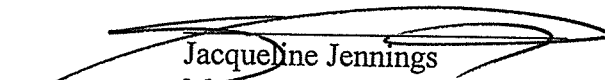
RESOLUTION NO. 2013--41

Authorizing the Approval of Vouchers for Payment & Ratification


Whereas, Willingboro Township Council received the February 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 March, 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	✓			

cc:
JGS
B.L.
A. Bunn

RESOLUTION NO. 2013--42

WHEREAS the Township of Willingboro has agreed to the establishment of a **Length of Service Award Program (LOSAP) Deferred Compensation Plan**; and

WHEREAS, this plan is to be made available to all bona fide eligible volunteers who are performing qualified services which is defined as fire fighting and prevention services, emergency medical services and ambulance services pursuant to Section 457 of the Internal Revenue Code of 1986, as amended, except for provisions added by reason of the Length of Service Award Program as enacted into federal law in 1997. The establishment of this Length of Service Award Program will also comply with New Jersey Public Law 1997, Chapter 388 and the Length of Service Award Plan Document; and

WHEREAS the Township of Willingboro is required to effect a resolution which lists the names of eligible LOSAP participants; and

WHEREAS the Township of Willingboro is required to post the names of said eligible participants in the Office of the Township Clerk.

NOW, THEREFORE, BE IT RESOLVED that a certified copy of this resolution shall be posted in the Office of the Township Clerk and therefore satisfies the statutory requirements that the Township of Willingboro must meet in order to legally fulfill its LOSAP commitment to its eligible volunteers for FY2013.

LOSAP PARTICIPANTS

List of LOSAP Participants is attached.

BE IT FURTHER RESOLVED that the Finance Director will submit all necessary documents to the Director of the Division of Local Government Services in the State Department of Community Affairs for approval.

Attest:

Sarah Wooding
Sarah Wooding
Township Clerk
Adopted March 5, 2013

Jacqueline Jennings
Jacqueline Jennings, Mayor

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

WILLINGBORO 2012 LOSAP

CR33464

###	xxx-xx-	Last	First		Contribution 2012
#####	4442	ACHEY	JOHN		
#####	2048	ALLEN	THERESA	P	700
#####	2715	ALLOWAY	JOHN	M	0
#####	3455	ANDRADE	DAVID	A	0
#####	1562	BARON	DAWNMARIE	J	1150
#####	6887	BATISTA	JOEL		580
#####	4510	BENT	PAUL	J	797
#####	1809	BISHOP	TROY		0
#####	0853	BOISSEAU JR	JAMES	L	1150
#####	8016	BOYLE	THOMAS		1150
#####	5561	BROWN	LATOYA		0
#####	6447	BURNS	STEVEN	W	0
#####	5021	CARNEY	MARJORIE	A	1150
#####	4580	CARROLL JR	JOHN	T	0
#####	0842	CENTRONE	MICHAEL		0
#####	5296	COGAR	MICHAEL	J	660
#####	1967	COLLINS	JOHN	E	0
#####	0919	COLLINS	TERI	M	550
#####	2762	CONRAD	BRIANNA	S	0
#####	6528	DAVENPORT	WARREN	A	708
#####	6369	DERR	GEORGE	R	0
#####	0520	DUN	MAGNOLIA		630
#####	2028	ESTELOW	SHERRY		0
#####	0376	FREILING	LEAH		720
#####	9745	GASSER SR	KENNETH	J	940
#####	8707	GASSER	MARY		1047
#####	1228	GREENE	NATALIE	C	0
#####	1325	HAINES	WALTER	L	0
#####	1418	HERMANN	SCOTT		1150
#####	1225	HOLMES	KIRK		1150
#####	1247	JAMES	EDRIC	M	1150
#####	5036	JONES	DWAYNE	M	0
#####	2045	JOO	TIMOTHY	F	0
#####	2042	LEAR	THOMAS	A	0
#####	2283	LEHUQUET	ROBERT	A	1150
#####	5744	MCDONOUGH	SHAWN	P	1150
#####	2114	MOORE	GLENN		
#####	9857	MORTON	THEODORE	J	512
#####	0890	MURRAY	SHAKIRA		0
#####	6773	NEBLETT	RICARDO	H	0
#####	5172	NELINSON	DAVID		1150
#####	3055	NELINSON	DENISE		1102
#####	2580	O'DONNELL	ERIN	M	835
#####	0695	OGUNLEYE	EMMANUEL		0
#####	4727	PALMER	WILLIAM		895
#####	0690	RABEAU	RICHARD	A	0
#####					0

WILLINGBORO 2012 LOSAP

CR33464

#####	0164	RITZ	DANIEL	C	0
#####	0846	ROBERTSON	MARK		0
#####	7822	ROSALES	DIEGO		0
#####	7547	ROSARIO	ROBERT	W	1150
#####	5975	RUSH	MICHAEL	A	0
#####	9004	SABADO	RUDOLFO	A	0
#####	5240	SALOKA	CHRISTOPHER		0
#####	9826	SCHAEFFER	DANIELLE		0
#####	9378	SIMPSON	MARVIN		0
#####	9359	SMITH	AMANDA	M	523
#####	4173	STRINGFELLOW	BRENDAN	J	547
#####	2930	TAYLOR	CORY	C	607
#####	8944	VETTER	CHRISTOPHER	T	0
#####	0331	WEISER	WILLIAM	M	0
#####	8834	WHITALL	JAMES	W	0
#####	1458	WILLIAMS JR	JOSEPH	J	625
#####	5518	WILLIAMS	KAITLYNN	E	0
#####	5997	WILLIAMS	KATHERINE	D	560
#####	7125	WOOD	WILLIAM	J	670
		NEW			
		BENEFIELD	THOMAS		1150
		BOATEN	SCOTT		983
		BRIGGS	JOSHUA		677
		FRIDELL	B		775
		RILEY	BRAD		920
		VAUGHN	KORI		555
		WATKINS	MARK		1150
		TOTAL			33068



TOWNSHIP OF WILLINGBORO

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

March 11, 2013

Division of Local Government Services
101 South Broad Street
P.O. Box 803
Trenton, New Jersey 08625

Re: LOSAP Resolution 2013—42

To Whom It May Concern:

Enclosed is a copy of Resolution 2013—42, which was adopted at the Willingboro Township Council meeting of March 5, 2013, an agreement to establish a Length of Service Award Program.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Encl.

/saw

RESOLUTION NO. 2013--43
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 March 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 5 in favor and 0 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: W.B.
Bidder
DOT

RESOLUTION NO. 2013 - 44

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING A BID FOR N.J.D.O.T. MUNICIPAL AID BRIDGE REPAIRS AT VAN SCIVER PARKWAY AND PENNYPACKER DRIVE BRIDGES.

WHEREAS, on January 9, 2013, the Township Council of the Township of Willingboro advertised its request that bids be submitted for the N.J.D.O.T. Municipal Aid Bridge Repairs at Van Sciver Parkway and Pennypacker Drive Bridges; and

WHEREAS, on February 15, 2013, the bids were received, opened, and read in public; and

WHEREAS, the Township's Engineer reviewed the bids from:

1. Loftus Construction, Inc.
2. Midwest Construction, Inc.
3. Mount Construction

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

WHEREAS, Township's Engineer tabulated the bids received and determined that Mount Construction, 427 S. White Horse Pike, Berlin, New Jersey 08009 was the lowest responsible bidder; and

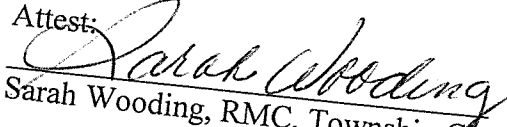
WHEREAS, the Township's Solicitor reviewed the bid tabulation and Recommendation of Award submitted by the Township's Engineer, and concurs with the Township Engineer's recommendation; and

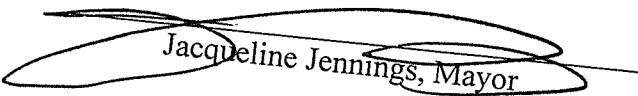
WHEREAS, the Township Council has upon its consideration and review determined that Mount Construction, is the responsible lowest bidder and that it is in the best interest of the Township to accept the bid of Mount Construction, 427 S. White Horse Pike, Berlin, New Jersey 08009, in the amount of \$311,132.75.

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of March, 2013, hereby accepts the bid of Mount Construction, 427 S. White Horse Pike, Berlin, New Jersey 08009 in the amount of \$311,132.75; and

BE IT FURTHER RESOLVED, that the bids shall be spread upon the minutes of this meeting.

Attest:

Sarah Wooding, RMC, Township Clerk


Jacqueline Jennings, Mayor

Certification of Availability of Funds

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

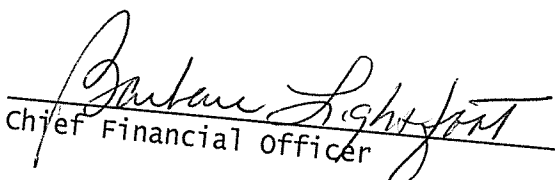
Resolution Date: 03/05/13
Resolution Number: 2013-44

Vendor: MOUNTCON MOUNT CONSTRUCTION INC
427 S. WHITE HORSE PIKE
BERLIN, NJ 08009

Contract: C3-00001 NJDOT BRIDGE REPAIR
VAN SCIVER PKWY
PENNYPACKER DRIVE

Account Number	Amount	Department Description
C-04-55-908-000-008	195.16	GENERAL CAPITAL 2008
C-04-55-909-000-010	2,150.00	2009 CAPITAL BUDGET
C-04-55-911-002-002	308,787.59	2011 CAPITAL ORDINANCE CHANGE OF PURPOSE
Total	311,132.75	

Only amounts for the 2013 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

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

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

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

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

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

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

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

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

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

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

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

Iniv. Office Plaza, Bellevue Building
62 Chapman Road, Suite 105
Lewark, DE 19702
302) 266-0212
302) 266-6208 (fax)

Remington, Vernick
Arango Engineers
The Presidential Center
Colon Building, Suite 600
11 Route 130
Manamoking, NJ 08077
96) 303-1245
96) 303-1249 (fax)

10 Penhorn Avenue, 3rd Floor
Lancaster, NJ 07094
610) 624-2137
610) 624-2136 (fax)

February 22, 2013

Ms. Joanne Diggs, Township Manager
Township of Willingboro
One Rev. Dr. M. L. King Jr. Drive
Municipal Building
Willingboro, New Jersey 08046

Re: **Township of Willingboro
N.J.D.O.T. Municipal Aid Bridge Repairs at Van Sciver Parkway and
Pennypacker Drive Bridges
Our File #0338-T-108**

Dear Ms. Diggs:

We have tabulated the bids received on February 15, 2013, regarding the above-referenced project. The project consists of repairs at Van Sciver Parkway and Pennypacker Drive Bridges, in the Township of Willingboro, Burlington County, New Jersey. A copy of the bid tabulation is enclosed for your review.

The lowest responsible bidder is Mount Construction, 427 S. White Horse Pike, Berlin, New Jersey 08009, with a bid amount of \$311,132.75, representing Items 1 through 39 of the Base Bid.

In accordance with Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Mount Construction, 427 S. White Horse Pike, Berlin, New Jersey 08009, with a bid amount of \$311,132.75, representing Items 1 through 39 of the Base Bid.

Also, enclosed you will find form SA-22 to be signed and sealed and returned to our office along with two (2) original signed and sealed Resolution of Award documents. It is imperative that this information is forwarded to our office as soon as possible as it is needed to submit to the New Jersey Department of Transportation in order for the municipality to receive their 75% "up-front" monies from the State.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL AID

RECOMMENDATION OF AWARD
STATE AID PROJECT

BE IT RESOLVED

that the TOWNSHIP OF WILLINGBORO

hereby recommends to the New Jersey Department of Transportation that the contract for

**N.J.D.O.T. Municipal Aid Bridge Repairs at Van Sciver Parkway and Pennypacker Drive
Bridges**

in the Township of Willingboro, County of Burlington,

be awarded to

Mount Construction, 427 S. White Horse Pike, Berlin, New Jersey 08009

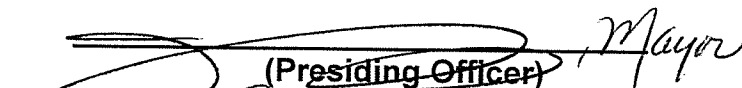
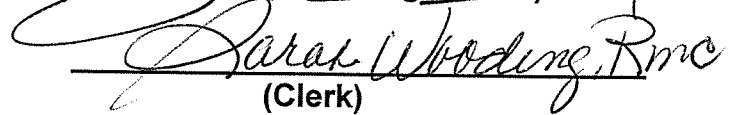
whose bid amounted to **\$311,132.75**, subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the Township of Willingboro on

March 5, 2013
(Date of Award)

 Mayor
(Presiding Officer)

(Clerk)

March 5, 2013
(Date)

March 5, 2013
(Date)
(Affix Seal)



REMINGTON, VERNICK & ARANGO ENGINEERS
BID TABULATION

PROJECT NAME:
 NJDOT Municipal Aid Bridge Repairs at Van Sciver Parkway
 and Pennypacker Drive Bridges


PROJECT NUMBER:

0338T108

CLIENT:
 Willingboro Township

#	DESCRIPTION	QUANTITY & UNITS	Mount Construction		Midwest Construction, Inc.		Loftus Construction, Inc.	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	CLEARING SITE	1	\$10,000.00	\$10,000.00	\$28,000.00	\$28,000.00	\$10,000.00	\$10,000.00
2	NO ITEM	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	HMA MILLING, 3" OR LESS	1400	\$2.00	\$2,800.00	\$6.00	\$8,400.00	\$10.00	\$14,000.00
4	HOT MIX ASPHALT PAVEMENT REPAIR	100	\$100.00	\$10,000.00	\$60.00	\$6,000.00	\$60.00	\$6,000.00
5	SAWING AND SEALING JOINTS	150	\$0.01	\$1.50	\$8.00	\$1,200.00	\$20.00	\$3,000.00
37	IN HOT MIX ASPHALT SURFACE TOPSOLING, 4" THICK (IF & WHERE DIRECTED)	500	\$4.00	\$2,000.00	\$3.00	\$1,500.00	\$5.25	\$2,625.00
38	FERTILIZING & SEDDING, TYPE A-3 (IF & WHERE DIRECTED)	500	\$1.00	\$500.00	\$2.00	\$1,000.00	\$1.25	\$625.00
39	BORROW TOPSOIL (IF & WHERE DIRECTED)	25	\$20.00	\$500.00	\$30.00	\$750.00	\$45.00	\$1,125.00
TOTAL CONSTRUCTION COST				\$311,132.75	\$312,292.00	\$376,500.00		

CERTIFY THAT THIS IS A TRUE COPY OF THE BIDS RECEIVED FEBRUARY 15, 2013


 K. Wendell Bibbs, P.E., C.M.E. Engineer
 2/22/13 Date



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX

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

March 7, 2013

Mount Construction
427 S. White Horse Pike
Berlin, New Jersey 08009

Re: Bid Award

Dear Sir:

Enclosed is a copy of Resolution 2013-44 that was approved by the Willingboro Township Council at their March 5, 2013 meeting.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Encl.

/saw

Cc: Wendell Bibbs, P.E., Remington & Vernick
Department of Transportation

cc: B.L

RESOLUTION NO. 2013-45

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR AN EMERGENCY TEMPORARY APPROPRIATIONS FOR 2013

WHEREAS, Willingboro Township Council, on the 1st day of January, 2013 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefore, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 2013,

WHEREAS, the adoption of the 2013 budget may be delayed due to circumstances beyond our control,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of March, 2013 with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 to be made as attached

Jacqueline Jennings
Mayor

ATTEST:
Dated:

Sarah Wooding, RMC
Township Clerk

Description	Account ID	Emergency Temp
TOWN MANAGER SALARY & WAGES:	3-01-20-100-101-010	144,709.00
TOWN MANAGER OTHER EXPENSES:	3-01-20-100-101-020	4,125.00
PURCHASING SALARY&WAGES:	3-01-20-100-102-010	34,237.50
PURCHASING OTHER EXPENSES:	3-01-20-100-102-020	56,750.00
GENERAL GOV TECNOLOGY SALARY & WAGES	3-01-20-100-103-010	43,863.50
TECHNOLOGY OTHER EXPENSES:	3-01-20-100-103-020	41,425.00
HUMAN RESOURCE OTHER EXPENSES:	3-01-20-105-000-020	9,000.00
TOWN COUNCIL SALARY & WAGES:	3-01-20-110-110-010	36,647.50
TOWN COUNCIL OTHER EXPENSES:	3-01-20-110-110-020	33,525.00
TOWNSHIP CLERK SALARY & WAGES:	3-01-20-120-000-010	108,319.00
TOWNSHIP CLERK OTHER EXPENSES:	3-01-20-120-000-020	22,320.00
TOWNSHIP REGISTRAR OTHER EXPENSES:	3-01-20-120-100-020	1,930.00
FINANCE ADMIN SALARY & WAGES:	3-01-20-130-000-010	165,250.00
FINANCE ADMIN OTHER EXPENSES:	3-01-20-130-000-020	29,825.00
AUDIT SERVICES OTHER EXPENSES:	3-01-20-135-000-020	47,500.00
TAX COLLECTION SALARY & WAGES:	3-01-20-145-000-010	84,168.50
TAX COLLECTION OTHER EXPENSES:	3-01-20-145-000-020	3,387.50
TAX ASSESSMENT SALARY & WAGES:	3-01-20-150-000-010	60,380.50
TAX ASSESSMENT OTHER EXPENSES:	3-01-20-150-000-020	24,012.50
TWP ATTORNEY SALARY & WAGES:	3-01-20-155-000-010	45,694.50
TWP ATTORNEY OTHER EXPENSES:	3-01-20-155-000-020	139,125.00
ENGINEER COSTS OTHER EXPENSES:	3-01-20-165-000-020	33,750.00
PLANNING BOARD SALARY & WAGES:	3-01-21-180-000-010	600.00
PLANNING BOARD OTHER EXPENSES:	3-01-21-180-000-020	760.00
ZONING BOARD SALARY & WAGES:	3-01-21-190-000-010	1,650.00
ZONING BOARD OTHER EXPENSES:	3-01-21-190-000-020	3,175.00
CONST OFFICIAL SALARY & WAGES:	3-01-22-195-195-010	126,212.00
CONST OFFICIAL OTHER EXPENSES:	3-01-22-195-195-020	52,510.00
HOUSING INSPEC SALARY & WAGES:	3-01-22-195-196-010	196,262.00
LIABILITY INS OTHER EXPENSES:	3-01-23-210-001-020	587,964.50
EMPLOYEE GROUP OTHER EXPENSES:	3-01-23-220-000-020	1,343,500.00
Unemployment Insurance	3-01-23-225-000-175	-
ADMINISTRATION SALARY & WAGES:	3-01-25-240-240-010	71,118.50
ADMINISTRATION OTHER EXPENSES:	3-01-25-240-240-020	15,100.00
PATROL SALARY & WAGES:	3-01-25-240-241-010	2,474,467.97
PATROL OTHER EXPENSES:	3-01-25-240-241-020	6,925.00
OTHER EXPENSES:	3-01-25-240-242-020	7,750.00
SPECIAL OFFICE SALARY & WAGES:	3-01-25-240-243-010	61,750.00
SPECIAL OFFICE OTHER EXPENSES:	3-01-25-240-243-020	1,000.00
DETECTIVES SALARY & WAGES:	3-01-25-240-244-010	531,620.50
DETECTIVES OTHER EXPENSES:	3-01-25-240-244-020	4,750.00
CRIME PREVENT SALARY & WAGES:	3-01-25-240-245-010	171,564.50
CRIME PREVENT OTHER EXPENSES:	3-01-25-240-245-020	4,375.00
STAFF SERVICES SALARY & WAGES:	3-01-25-240-247-010	205,195.00
STAFF SERVICES OTHER EXPENSES:	3-01-25-240-247-020	146,250.00
TRAFFIC GUARDS SALARY & WAGES:	3-01-25-240-249-010	319,893.50
TRAFFIC GUARDS OTHER EXPENSES:	3-01-25-240-249-020	900.00
EMERGENCY MGMT OTHER EXPENSES:	3-01-25-252-000-020	6,300.00
EMS SALARY & WAGES:	3-01-25-260-000-010	167,500.00
EMS OTHER EXPENSES:	3-01-25-260-000-020	47,750.00
FIRE DEPT SALARY & WAGES:	3-01-25-265-000-010	877,214.00
FIRE DEPT OTHER EXPENSES:	3-01-25-265-000-020	135,300.00
PROSECUTOR SALARY & WAGES:	3-01-25-275-000-010	1,871.00
	3-01-25-275-000-020	18,750.00

PW ADMIN SALARY & WAGES:	3-01-26-290-290-010	84,130.50
PW ADMIN OTHER EXPENSES:	3-01-26-290-290-020	-
STREETS & ROAD SALARY & WAGES:	3-01-26-290-291-010	446,752.50
STREETS & ROAD OTHER EXPENSES:	3-01-26-290-291-020	105,700.00
SNOW REMOVAL SALARY & WAGES:	3-01-26-290-292-010	27,500.00
SNOW REMOVAL OTHER EXPENSES:	3-01-26-290-292-020	20,250.00
STORM WATER MANAGEMENT SALARY & WAGES:	3-01-26-290-293-010	242,500.00
STORM WATER MANAGEMENT OTHER EXPENSES:	3-01-26-290-293-020	59,250.00
TRAFFIC SIGNAL OTHER EXPENSES:	3-01-26-300-000-020	5,250.00
RECYCLING SALARY & WAGES:	3-01-26-305-000-010	17,500.00
RECYCLING OTHER EXPENSES:	3-01-26-305-000-020	4,000.00
Garbage & Trash - Contractual	3-01-26-305-001-001	315,000.00
BUILDING & GRD SALARY & WAGES:	3-01-26-310-000-010	37,254.50
BUILDING & GRD OTHER EXPENSES:	3-01-26-310-000-020	195,000.00
ANIMAL CONTROL SALARY & WAGES:	3-01-27-340-000-010	76,232.50
ANIMAL CONTROL OTHER EXPENSES:	3-01-27-340-000-020	6,150.00
OFF. ON AGING SALARY & WAGES:	3-01-27-350-000-010	131,405.00
OFF ON AGING OTHER EXPENSES:	3-01-27-350-000-020	61,410.00
Shelter for Abused Women	3-01-27-360-000-240	-
RECR SERV&PROG SALARY & WAGES:	3-01-28-370-000-010	514,309.00
RECR SERV&PROG OTHER EXPENSES:	3-01-28-370-000-020	113,675.00
LIBRARY SALARY & WAGES:	3-01-29-390-000-010	-
LIBRARY OTHER EXPENSES:	3-01-29-390-000-020	675,000.00
Accumulated Leave Compensation	3-01-30-415-000-001	56,341.00
Sick Leave Inc	3-01-30-417-000-017	5,000.00
FIREMAN-Length of Service Awd.	3-01-30-419-000-001	15,500.00
ELECTRICITY OTHER EXPENSES:	3-01-31-430-000-020	182,500.00
STREET LIGHT OTHER EXPENSES:	3-01-31-435-000-020	322,500.00
TELEPHONE OTHER EXPENSES:	3-01-31-440-000-020	110,000.00
WATER OTHER EXPENSES:	3-01-31-445-000-020	7,500.00
NATURAL GAS OTHER EXPENSES:	3-01-31-446-000-020	77,500.00
GASOLINE OTHER EXPENSES:	3-01-31-460-000-020	163,500.00
LANDFILL/WASTE OTHER EXPENSES:	3-01-32-465-000-020	587,750.00
PERS OTHER EXPENSES:	3-01-36-471-000-020	377,279.00
SOCIAL SECURIT OTHER EXPENSES:	3-01-36-472-000-020	597,779.50
PFRS OTHER EXPENSES:	3-01-36-475-000-020	-
State & Federal Grants	3-01-41-700-000-301	-
MUN.COURT SALARY & WAGES:	3-01-43-490-000-010	123,199.00
MUN.COURT OTHER EXPENSES:	3-01-43-490-000-020	9,370.00
PUBLIC DEFENDE SALARY & WAGES:	3-01-43-495-000-010	8,154.00
PUBLIC DEFENDE OTHER EXPENSES:	3-01-43-495-000-020	1,250.00
Totals		14,543,314.97

cc: B.L.
Justin L
DLES

TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON
RESOLUTION TO USE ALTERNATE TAX COLLECTION RATE
PURSUANT TO N.J.S.A. 40A:4-41
FOR USE IN THE 2013 MUNICIPAL BUDGET
RESOLUTION NO. 2013--46

WHEREAS, the Township of Willingboro experienced substantial cancellations of 2012 property taxes due to tax appeal judgments of the county taxation board pursuant to R.S.54:3-21 et seq., or the State tax court pursuant to R.S.54:48-1 et seq., and a resulting decline in the tax collection rate for the year 2012; and

WHEREAS, the use of the lower collection rate in arriving at the budget appropriation Reserve for Uncollected Taxes in the 2013 Municipal Budget would result in an unfair tax burden to the taxpayers of the Township of Willingboro; and


WHEREAS, if tax appeal judgments of the county tax board or the State tax court result in tax reductions for the previous fiscal year, the governing body of the municipality may elect to calculate the current year reserve for uncollected taxes by reducing the certified tax levy of the prior year by the amount of the adjustments resulting from those judgments; and

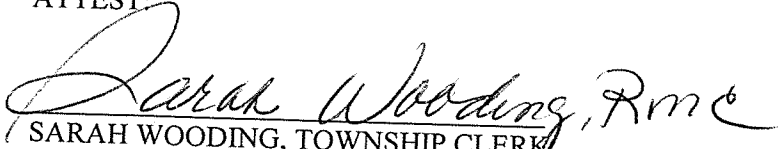
WHEREAS, the Division of Local Government Services, Department of Community Affairs will allow the Township of Willingboro to use the alternate collection rate for the year 2012 in calculating the budget appropriation Reserve for Uncollected Taxes in the 2013 Municipal Budget; and

WHEREAS, the prior year's collection rate without reducing the certified tax for county tax board or the State tax court appeals is 95.82% for 2012; and

WHEREAS, the prior year's collection rate with reducing the certified tax for county tax board or the State tax court appeals is 96.24% for 2012,

NOW, THEREFORE, BE IT RESOLVED that the Township of Willingboro will use the collection rate of 96.24% in calculating the budget appropriation Reserve for Uncollected Taxes in the 2013 Municipal Budget.

TOWNSHIP OF WILLINGBORO

JACQUELINE JENNINGS, MAYOR

ATTEST:

SARAH WOODING, TOWNSHIP CLERK

The foregoing Resolution was duly adopted by the Township Council of the Township of Willingboro at a regular meeting held on March 5, 2013.

RESOLUTION 2013-46
2013 MUNICIPAL BUDGET

of the Township of Willingboro
County of Burlington
for the fiscal year 2013

Revenue and Appropriation Summaries

Summary of Revenues	Anticipated	
	2013	2012
1. Surplus	1,047,886.00	1,000,000.00
2. Total Miscellaneous Revenues	6,707,491.46	7,773,730.77
3. Receipts from Delinquent Taxes	2,163,092.54	1,853,860.05
4. a) Local Tax for Municipal Purposes	28,885,424.20	27,807,765.48
b) Addition to Local District School Tax		
c) Minimum Library Tax	620,569.80	651,634.52
Total Amount to be Raised by Taxes for Support of Municipal Budget	29,505,994.00	28,459,400.00
Total General Revenues	39,424,464.00	39,086,990.82

Summary of Appropriations	2013 Budget	Final 2012 Budget
1. Operating Expenses: Salaries & Wages	15,779,767.00	15,323,147.69
Other Expenses	12,345,453.27	13,232,429.11
2. Deferred Charges & Other Appropriations	4,330,228.76	4,329,448.00
3. Capital Improvements	205,000.00	100,000.00
4. Debt Service (Including for School Purposes)	4,377,403.97	4,597,421.78
5. Reserve for Uncollected Taxes	2,386,611.00	1,762,971.00
Total General Appropriations	39,424,464.00	39,345,417.58
Total Number of Employees	300	281

Balance of Outstanding Debt			
			General
Interest			1,160,839.50
Principal			3,019,997.00
Outstanding Balance			34,119,935.60

Notice is hereby given that the Budget and Tax Resolution was approved by the Township Council of the Township of Willingboro, County of Burlington, on March 5, 2013.

A hearing on the Budget and Tax Resolution will be held at the Municipal Complex, 1 Reverend Doctor Martin Luther King Junior Drive on April 16, 2013 at 7:30 p.m. at which time and place comments on the Budget and Tax Resolution for the year 2013 may be presented by taxpayers or other interested persons.

Copies of the Budget are available in the office of the Municipal Clerk, Sarah Wooding, at the Municipal Complex, 1 Reverend Doctor Martin Luther King Junior Drive, Willingboro, New Jersey, (609) 877-2200, during the hours of 9:00 a.m. to 5:00 p.m.

Ad Content Proof

RESOLUTION 2013-46
2013 MUNICIPAL BUDGET

of the Township of Willingboro
County of Burlington
for the fiscal year 2013

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Sarah Wooding, RMC
Township Clerk

Adv. Fee: \$133.86
BCT: March 13, 2013
Aff. Chg. \$20.00

WILLINGBORO TWP
ATT TWP CLERK
WILLINGBORO, NJ 080462853

2-013612001
0006425912-01

Laurie Clark being duly sworn or affirmed according to law, deposes and says that she is the Legal Billing Coordinator of the BURLINGTON TIMES, INC. Publisher of the "Burlington County Times" and that a copy of a notice published in such paper on

March 13, 2013

appears hereto, exactly as published in said newspaper

Laurie Clark
LEGAL BILLING CO-ORDINATOR

Sworn and subscribed to before me this 13th day of March 2013 A.D.

Affirmed and subscribed to me before me this 13th day of March 2013 A.D.

Ann Clark
Ann Clark

My Commission expires on
May 04, 2015

cc: WB
DBT

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2013 -47**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FEDERAL AID
AGREEMENT FOR THE WILLINGBORO TOWN CENTER BIKEWAY/WALKWAY
& RELATED LANDSCAPE FEATURES
(FED. PROJ. NO.: STP C00S(341)) FAP-2012-WILLINGBORO TOWNSHIP-01904**

WHEREAS, the Township of Willingboro is the sponsor of a project eligible for grant funding for the Town Center Bikeway/Walkway & Related Landscape features, described in a project scope of work and cost estimate (hereinafter the "Project"); and

WHEREAS, the Township Council has found that it is in the best interest of the Township to enter into a Cost reimbursement Agreement between the Township and the State of New Jersey, Department of Transportation for the Project; and

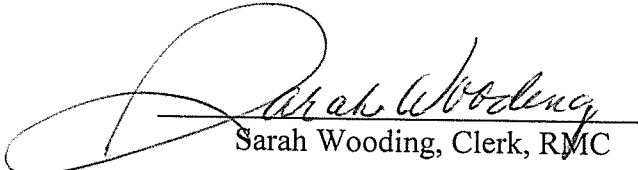
WHEREAS, the Township comply with the terms and conditions of the Cost reimbursement Agreement, identified as Federal Aid Agreement No. 12-DT-BLA-647 for Project: Willingboro Town Center Bikeway/Walkway & Related Landscape Features (Fed. Proj. No.: STP C00S(341)) FAP-2012-Willingboro Township - 01904) (hereinafter, the "Agreement"); and

WHEREAS, the State of New Jersey Department of Transportation may award funds to finance the project and as a result shall disburse monies from the Project Fund to Recipient to reimburse costs associated with the Project in accordance with the terms and conditions of this agreement; and, in accordance with the Agreement; and

WHEREAS, the total cost of the project shall not exceed an approved budget of \$350,570.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Willingboro, that the Township Council does hereby authorize the execution of the Federal Aid Agreement No. 12-DT-BLA-647 for Project: Willingboro Town Center Bikeway/Walkway & Related Landscape Features (Fed. Proj. No.: STP C00S(341)) FAP-2012-Willingboro Township - 01904).

BE IT FURTHER RESOLVED, that on this 5th day of March 2013, in open public session, the Mayor of the Township of Willingboro be and is hereby authorized to execute the Cost Reimbursement Agreement with the New Jersey Department of Transportation on behalf of the Township of Willingboro attached and upon execution of said the Agreement, the Township of Willingboro does accept the Terms and Conditions specified in the Agreement in connection thereto.


Sarah Wooding, Clerk, RMC


Jacqueline Jennings, Mayor

Agreement No. 12-DT-BLA-647

Contract ID:

Recipient's DUNS No.: 833251390

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: Kyle Skala; (856) 486-6096

FEDERAL AID AGREEMENT

Project: Willingboro Town Center Bikeway/Walkway & Related Landscape Features
(Fed. Proj. No.: STP C00S(341)) FAP-2012-Willingboro Township-01904
Municipality: Willingboro Township
County: Burlington

This Cost Reimbursement Agreement is made as of the _____ day of _____, by and between the Willingboro Township, having its offices at 1 Lincoln Road, Willingboro, NJ 08046 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of 9/18/2012. All such work shall be completed by , unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and

regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the

State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed , with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP C00S(341)	Willingboro Township	\$350,570.00	\$0.00	\$350,570.00	9/12/2012	9/12/2015

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87
Cost Principles for Nonprofit Organizations - OMB Circular A-122
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

- 6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.
- (b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.
- 6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.
- (b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.
- (c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

- (a) At any time during the performance of work set forth in this Agreement.
- (b) During a period of up to three (3) years after either the date of payment of the

applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"in consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress,

labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified

applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts

pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion,

age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1 –
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 770-5070/5068
Fax: (973) 770-5172
Morris, Passaic,
Sussex and Warren

District 2 –
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 877-1556
Bergen, Essex, Hudson,
and Union

District 3 -
PO Box 600
Trenton, NJ 08625-0600
Phone: (732) 625-4290
Fax: (732) 625-4292
Hunterdon, Mercer, Middlesex,
Monmouth, Ocean and Somerset

District 4 –
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden, CapeMay,
Cumberland, Gloucester, and Salem

Excepting Legal Notices
Telephone: (856) 486-6618
Fax: (856) 486-6771

If to Recipient:

K. Wendell Bibbs, P.E., C.M.E.
(Engineer)
Willingboro Township
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

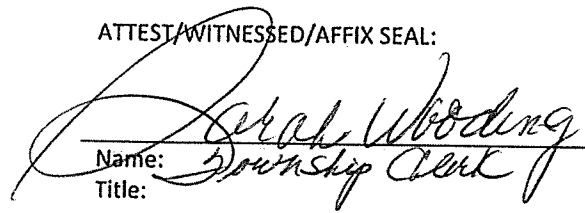
22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:
- New Jersey Department of Transportation
Manager Professional Services
Procurement Division
1035 Parkway Avenue
Trenton, New Jersey 08625
23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I – Project Scope of Work
30. APPENDIX J – Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Willingboro Town Center Bikeway/Walkway & Related Landscape Features
Municipality: Willingboro Township County: Burlington
Fed. Proj. No.: STP C00S(341)
Agreement No.: 12-DT-BLA-647

ATTEST/WITNESSED/AFFIX SEAL:


Name: Sarah Wooding
Title: Township Clerk

Date

RECIPIENT: Willingboro Township

By: 

Name: Mayor
Title: Mayor

7/30/13
Date

ATTEST/WITNESSED/AFFIX SEAL:

Jacqueline Trausi
Department Secretary,
New Jersey Department of Transportation

Date

NEW JERSEY DEPARTMENT OF
TRANSPORTATION

By: _____

Michael Russo
Director,
Division of Local Aid & Economic
Development

Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

Jeffrey Chiesa

By: _____

Deputy Attorney General

Date

APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
 - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project Initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Jacqueline Jennings
(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 28th day of February 2013.

By: _____

[Signature]
(Signature and Title of Authorized Official)
Mayor

APPENDIX C

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
- 2, agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I Jacqueline Jennings hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

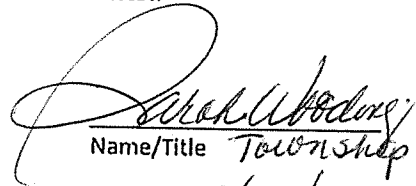
does not have a proposed debarment pending; and

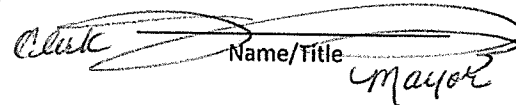
has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT


Name/Title Township Clerk


Name/Title Mayor

Date: 2/28/13

APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of NJSА 10:2-1 through 10:2-4 and NJSА 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.



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 28, 2013

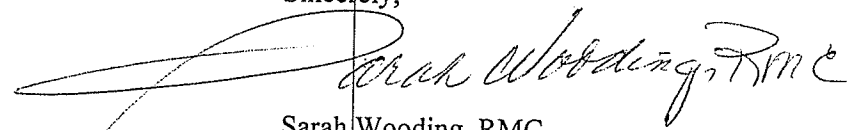
Salim Mikael, Manager
New Jersey Department of Transportation
District 4, Cherry Hill
One Executive Campus
Route 70 West
3rd. Floor
Cherry Hill, New Jersey 08002

Dear Mr. Mikael:

Enclose please find four (4) original signed and sealed copies of the attached agreement for execution by the New Jersey Department of Transportation.

Resolution will be sent under separate cover.

Sincerely,



Sarah Wooding, RMC
Township Clerk

Encl.

/saw

Cc: Remington, Vernick & Arango Engineers
File

Sarah Wooding

From: Kathleen.Niemann@rve.com
Sent: Thursday, February 28, 2013 8:53 AM
To: jdiggs@willingborotwp.org; rbrevogel@willingborotwp.org;
swooding@willingborotwp.org; blightfootl@willingborotwp.org;
maa@armstronglawfirm.com
Cc: Hasson_Shipman/rve@rve.com; Wendell_Bibbs/rve@rve.com
Subject: Federal Aid Agreement: Fw: Town Center Walkway & Related Landscape Improvements
Attachments: Letter of Authorization From NJDOT 12042012.pdf; _Certification_.htm

Greetings everyone: *SALIM MIKAEL, MANAGER*

Kyle Skala from N.J.D.O.T., 4th District, Local Aid, has contacted our office stating that the N.J.D.O.T. has not received the **executed Federal Aid Agreement** from the Township of Willingboro in reference to the "Willingboro Town Center Bikeway / Walkway and Related Landscape Features, Fed. Proj. No.: STP C00S(341) FAP-2012 - Willingboro Township - 01904.

Kindly read the below forwarded email, and reference the "Highlighted" areas in particular. The Township must handle / execute these items **Today**, in order for this project to be awarded, as follows:

PROJECT AGREEMENT

To Ms. Diggs and Mr. Armstrong:

1.

* Return to Mr. Salim Mikael, Manager, New Jersey Department of Transportation, District 4, Cherry Hill, One Executive Campus, Route 70 West, 3rd Floor, Cherry Hill, NJ 08002, four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the New Jersey Department of Transportation.

Please make sure that our office, Remington, Vernick & Arango Engineers, gets a copy of this executed Federal Aid Agreement, along with the cover letter as sent to the N.J.D.O.T.

2. DO NOT enter the date on page 1. All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.

3. Signed copies of the agreement should be returned to the N.J.D.O.T. today.

If you have any questions, or require further information, please call. Thank you.

Regards,

Kathleen Niemann

Remington, Vernick & Arango Engineers
The Presidential Center
101 Route 130, Suite 600
Cinnaminson, New Jersey 08077
(856) 303-1245

(856) 303-1249 Fax
kathleen.niemann@rve.com

----- Forwarded by Kathleen Niemann/rve on 02/28/2013 08:21 AM -----

Wendell Bibbs/rve

12/10/2012 04:31 PM

To jdiggs@willingborotwp.org, rbrevogel@willingborotwp.org,
swooding@willingborotwp.org, blightfootl@willingborotwp.org,
maa@armstronglawfirm.com
cc Sean Brigandi/rve@rve.com, Kathleen Niemann/rve@rve.com, Hasson
Shipman/rve@rve.com
Subject Town Center Walkway & Related Landscape Improvements

It only took about seven (7) years! Nonetheless, we finally have the "Green Light" from the NJDOT & Fed's.

Please see the attached. I have highlighted items that the Township must handle / execute, and I will work out the bid dates with the Clerk's office. Please retain a copy of the document for your records.

K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager
Remington, Vernick & Arango Engineers, Inc.
Email: wendell.bibbs@rve.com

Southern New Jersey Regional Offices:
The Presidential Center
Lincoln Building, Suite 600
101 Route 130 South
Cinnaminson, NJ 08077
Phone: (856) 303-1245
Fax: (856) 303-1249

Northern New Jersey Regional Offices:
300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
Phone: (201) 624-2137
Fax: (201) 624-2136

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For more information on Remington & Vernick Engineers visit our website at:

<http://www.rve.com>

Sarah Wooding

From: Kathleen.Niemann@rve.com
Sent: Thursday, February 28, 2013 12:20 PM
To: Barbara Lightfoot
Cc: Hasson_Shipman/rve@rve.com; jdiggs@willingborotwp.org; maa@armstronglawfirm.com; rbrevogel@willingborotwp.org; swooding@willingborotwp.org; Wendell_Bibbs/rve@rve.com
Subject: RE: Federal Aid Agreement: Fw: Town Center Walkway & Related Landscape Improvements

Hi Barbara,

When you print the agreement, white out the incorrect address and type the correct address in its place.

Regards,

Kathleen Niemann

Remington, Vernick & Arango Engineers
The Presidential Center
101 Route 130, Suite 600
Cinnaminson, New Jersey 08077
(856) 303-1245
(856) 303-1249 Fax
kathleen.niemann@rve.com

"Barbara Lightfoot" <blightfoot@willingborotwp.org>

02/28/2013 12:16 PM

To <Kathleen.Niemann@rve.com>, <jdiggs@willingborotwp.org>, <rbrevogel@willingborotwp.org>, <swooding@willingborotwp.org>, <maa@armstronglawfirm.com>
cc <Hasson_Shipman/rve@rve.com>, <Wendell_Bibbs/rve@rve.com>
Subject RE: Federal Aid Agreement: Fw: Town Center Walkway & Related Landscape Improvements

Just a note that Willingboro's address is incorrect on document.
Barbara

From: Kathleen.Niemann@rve.com [mailto:Kathleen.Niemann@rve.com]
Sent: Thursday, February 28, 2013 8:56 AM
To: jdiggs@willingborotwp.org; rbrevogel@willingborotwp.org; swooding@willingborotwp.org; maa@armstronglawfirm.com; blightfoot@willingborotwp.org
Cc: Hasson_Shipman/rve@rve.com; Wendell_Bibbs/rve@rve.com
Subject: Federal Aid Agreement: Fw: Town Center Walkway & Related Landscape Improvements

Greetings everyone:

Kyle Skala from N.J.D.O.T., 4th District, Local Aid, has contacted our office stating that the N.J.D.O.T. has not received the **executed Federal Aid Agreement** from the Township of Willingboro in reference to the "Willingboro Town Center Bikeway / Walkway and Related Landscape Features, Fed. Proj. No.: STP C00S(341) FAP-2012 - Willingboro Township - 01904.

Kindly read the below forwarded email, and reference the "Highlighted" areas in particular. The Township must handle / execute these items **Today**, in order for this project to be awarded, as follows:

PROJECT AGREEMENT

To Ms. Diggs and Mr. Armstrong:

1.

Return to Mr. Salim Mikael, Manager, New Jersey Department of Transportation, District 4, Cherry Hill, One Executive Campus, Route 70 West, 3rd Floor, Cherry Hill, NJ 08002, four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the New Jersey Department of Transportation.

Please make sure that our office, Remington, Vernick & Arango Engineers, gets a copy of this executed Federal Aid Agreement, along with the cover letter as sent to the N.J.D.O.T.

2. DO NOT enter the date on page 1. All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.

3. Signed copies of the agreement should be returned to the N.J.D.O.T. today.

If you have any questions, or require further information, please call. Thank you.

Regards,

Kathleen Niemann

Remington, Vernick & Arango Engineers
The Presidential Center
101 Route 130, Suite 600
Cinnaminson, New Jersey 08077
(856) 303-1245
(856) 303-1249 Fax
kathleen.niemann@rve.com

----- Forwarded by Kathleen Niemann/rve on 02/28/2013 08:21 AM -----

Wendell
Bibbs/rve

To jdiggs@willingborotwp.org, rbrevoget@willingborotwp.org, swooding@willingborotwp.org, blightfoot@willingborotwp.org,
maa@armstronglawfirm.com

12/10/2012 04:31
PM

cc Sean Brigandi@rve.com, Kathleen Niemann@rve.com, Hasson Shipman@rve.com

Subject Town Center Walkway & Related Landscape Improvements

It only took about seven (7) years! Nonetheless, we finally have the "Green Light" from the NJDOT & Fed's.

Please see the attached. I have highlighted items that the Township must handle / execute, and I will work out the bid dates with the Clerk's office. Please retain a copy of the document for your records.

K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager
Remington, Vernick & Arango Engineers, Inc.
Email: wendell.bibbs@rve.com

Southern New Jersey Regional Offices:
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Fax: (856) 303-1249

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For more information on Remington & Vernick Engineers visit our website at:

<http://www.rve.com>

"Disclaimer: This message is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential, proprietary, or exempt from



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

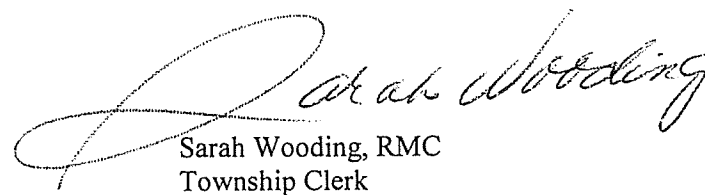
March 6, 2013

Salim Mikael, Manager
New Jersey Department of Transportation
District 4, Cherry Hill
One Executive Campus
Route 70 West
3rd Floor
Cherry Hill, New Jersey 08002

Enclosed is a copy of Resolution 2013-47 which was adopted at the Willingboro Township Council meeting of March 5, 2013.

This is the Resolution that was mentioned in my letter of February 28, 2013 that was being sent under separate cover.

Sincerely,


Sarah Wooding, RMC
Township Clerk

Encl.

/saw

Cc: Wendell Bibbs, Remington & Vernick (mail)

cc: B.L.

RESOLUTION NO. 2013--48

BUDGET TO BE READ BY TITLE

WHEREAS, N.J.S.A.40a: 4-8 provides that the budget be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body providing that at least one week prior to the date of hearing a complete copy of the approved budget, as advertised, has been posted at the Municipal Complex and copies have been made available by the Clerk to persons requiring them; and

WHEREAS, these two conditions have been met,

NOW, THEREFORE, BE IT RESOLVED, that the budget shall be read by title only.

On Motion by: Deputy Mayor Gordon

Seconded by: Councilman Ayrer

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

Jacqueline Jennings, Mayor
Township of Willingboro

Attest:

Sarah Wooding, RMC
Sarah Wooding, RMC,
Clerk Township of Willingboro

cc: Imani
Patty
B&T

Resolution No. 2013-49

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO APPOINTING
IMANI REALTY, INC. AS REAL ESTATE BROKER OF RECORD FOR THE
TOWNSHIP OF WILLINGBORO**

WHEREAS, the Township requires the services of a Realtor to market and sell surplus real property, not needed for public use, that is owned by the Township; and

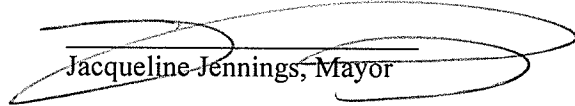
WHEREAS, the services to be performed are professional services, regulated by law and the persons appointed are practicing recognized professions, which is an exception to the requirement for public advertising for bids, in accordance with N.J.S.A. 40A:11-5; and

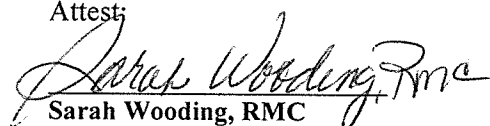
WHEREAS, the Township of Willingboro has determined that it is appropriate to appoint Imani as broker of record, pursuant to N.J.S.A. 40A:11-5; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open public session this 19th day of March 2013, hereby authorizes the Mayor and Clerk to execute agreements with Imani Realty, Inc. as Real Estate brokers of record to the Township of Willingboro.

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 one year from the date of this resolution.
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"/>			
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"/>			



TOWNSHIP OF WILLINGBORO

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

March 21, 2013

Imani Realty, Inc.
c/o Martha Boyer
621 Beverly-Rancocas Road
Willingboro, NJ 08046

Re: Resolution 2013—49

Dear Ms. Boyer:

Enclosed is a copy of Resolution 2013—49, which was adopted at the March 19, 2013 Willingboro Township Council meeting appointing you as Real Estate Broker of Record for the Township of Willingboro.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Encl.

/saw

RESOLUTION 2013--50
A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY
THE TOWNSHIP LOCATED AT
2 MAINBRIDGE LANE, LOT 1 BLOCK 504
AND 201 SUNSET ROAD, LOT 1 BLOCK 114.

WHEREAS, the Township presently owns real property located at 2 Mainbridge Lane, Willingboro, Block 504, Lot 1 and 201 Sunset Road, Willingboro, Block 114, Lot 1 (hereinafter "the Property"); and

WHEREAS, the Township has determined that these are surplus properties not needed for public use; and

WHEREAS, it is the intention of the Township to offer the properties for sale; and

WHEREAS, N.J.S.A. 40A:12-13, et seq. authorizes the Township to sell the Property not needed by the Township for a public purpose, in accordance with the statute.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 19th day of March 2013 that the Mayor and the Township Clerk are hereby authorized to execute the necessary documents to sell 2 Mainbridge Lane, Willingboro, Block 504, Lot 1 and 201 Sunset Road, Willingboro, Block 114, Lot 1, as authorized by N.J.S.A. 40A:12-13, et seq.

Township of Willingboro


Jacqueline Jennings, Mayor


Sarah Wooding, RMC, Township Clerk

cc: RV
Bidder
Balkin

RESOLUTION NO. 2013 – 51

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING A BID FOR
THE WILLINGBORO TOWN CENTER BIKEWAY/WALKWAY & RELATED
LANDSCAPE FEATURES**

WHEREAS, on January 9th, 16th, and 23rd, 2013, the Township Council of the Township of Willingboro advertised its request that bids be submitted for the Town Center Bikeway/Walkway & Related Landscape features; and

WHEREAS, on February 15, 2013, the bids were received, opened, and read in public; and

WHEREAS, the Township's Engineer reviewed the bids from:

1. Charles Marandino, LLC
2. Command Company
3. CurbCon, Inc.
4. Fred M. Schiavone Construction
5. F & P Contractors
6. Lexa Concrete LLC
7. Think Pavers Hardscaping, LLC
8. Aspen Landscap Contracting
9. Landberg Construction LLC
10. GWP Enterprises, Inc.
11. Ricky Slade Construction
12. A-Tech Concrete
13. Diamond Construction

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

WHEREAS, Township's Engineer tabulated the bids received and determined that Charles Marandino, LLC, P.O. Box 20, 233 Main Avenue, Milmay, New Jersey 08340, with a bid of \$255,481.00 for items 1 through 46 of the Base Bid, was the lowest responsible bidder; and

WHEREAS, the Township's Solicitor reviewed the bid tabulation and Recommendation of Award submitted by the Township's Engineer, and concurs with the Township Engineer's recommendation; and

WHEREAS, the Township Council has upon its consideration and review determined that Mount Construction, is the responsible lowest bidder and that it is in the best interest of the Township to accept the bid of Charles Marandino, LLC, P.O. Box 20, 233 Main Avenue, Milmay, New Jersey 08340, in the amount of \$255,481.00.

Certification Of Availability of Funds

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

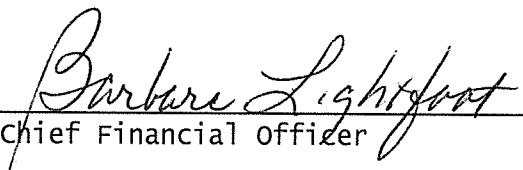
Resolution Date: 03/19/13
Resolution Number: 2013-51

Vendor: CHARLEMA CHARLES MARANDINO, LLC
P.O. BOX 20
233 MAIN AVE
MILMAY, NJ 08340

Contract: C3-00002 CHARLES MARANDINO/BIKE/WALKWAY

Account Number	Amount	Department Description
G-01-41-720-000-299	255,481.00	
Total	255,481.00	

Only amounts for the 2013 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer



TOWNSHIP OF WILLINGBORO

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

March 21, 2013

Charles Marandino, LLC
P.O. Box 20
233 Main Avenue
Milmay, New Jersey 08340

Re: Resolution 2013—51

Dear Mr. Marandino:

Enclosed is a copy of Resolution 2013—51, which was adopted at the March 19, 2013 Willingboro Township Council meeting awarding you the bid for the Willingboro Town Center Bikeway/Walkway & Related Landscape features.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Encl.

/saw

RESOLUTION NO. 2013-- 52
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 March 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 5 in favor and 0 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.
- X 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: Betty
monica

**TOWNSHIP OF WILLINGBORO
RESOLUTION NO. 2013 - 53**

**A RESOLUTION TO RE-ADVERTISE REQUEST FOR PROPOSALS FOR
REHABILITATION OF 14 RANDOLPH PLACE, WILLINGBORO
(Neighborhood Stabilization Program)**

WHEREAS, the Township Council of the Township of Willingboro previously requested that bids be submitted for the above referenced project in August 28, 2012; and

WHEREAS, bids were received, opened and read in public on August 28, 2012; and

WHEREAS, the Township was prepared to award the bid, except that it was determined that Township was unable to award the bid due to the lack of funds for the bid award; and

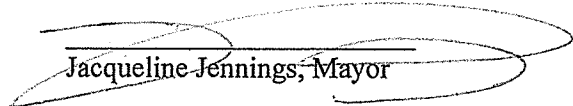
WHEREAS, local public contract law N.J.S.A. 40A:11-24 states that the contracting unit shall award or reject all bids within 60 days; and

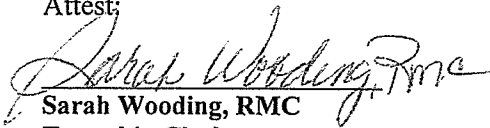
WHEREAS, the prior contract with Solar World Inc., for the renovation of NSP properties 14 Randolph Place was lawfully terminated in 2011;

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification – through NSP Grant.

WHEREAS, it appears to be in the best interest of the Township to advertise the requests for proposals for the remaining repairs and renovation of 14 Randolph Lane.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 19th day of March, 2013, that the request for proposals be re-advertised.


Jacqueline Jennings, Mayor

Attest:

Sarah Wooding, RMC
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"/>			

✓

RESOLUTION NO. 2013-54

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO TO AWARD A BID
FOR SOLID WASTE COLLECTION PROGRAM**

WHEREAS, on December 21, 2012, the Township of Willingboro publicly advertised a Request for Proposals for Solid Waste collection and disposal for the Willingboro – Mount Laurel Collective Pricing Program (CP);

WHEREAS, on February 28, 2013, the Bids were opened and publicly read; and

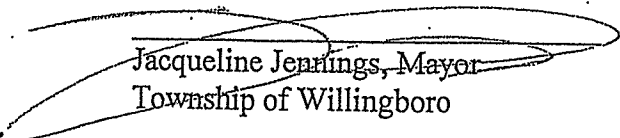
WHEREAS, bids were advertised, open and read, in accordance with the local public contracts law N.J.S. 40A:11-1, et seq.; and

WHEREAS, it appears to be in the best interest of the Township of Willingboro to accept the lowest responsible bid of Republic Services of New Jersey, of 4100 Church Road, Mt. Laurel, New Jersey 08054 through the Willingboro – Mount Laurel CP. The pricing for Willingboro's residential units is Year 1 \$4.20 per unit per month; Year 2 at \$4.31 per unit per month; Year 3 at \$4.42 per unit per month; Willingboro is determined to have 11,011 residential units; Container lifts 2 yd @ \$4.00 each; 3 yd @\$6.00 each, Each municipality 936 per year, Willingboro 104 lifts 2 yd – 9 containers, effective for a three (3) year period from the date of this resolution as is set forth in the bid recommendation letter of Robert L. Willis, attached hereto; and

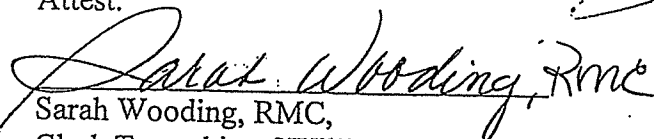
WHEREAS, funds are available for this purpose for year 1 as indicated by the attached Treasurer's Certification.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on this 19th day of March, 2013.

BE IT FURTHER RESOLVED THAT certified copies of the resolution shall be provided to Republic Services of New Jersey of 4100 Church Road, Mt. Laurel, New Jersey 08054, the Finance Department, Public Works Department and the Willingboro Mount Laurel CP for their attention and information; and that the bids be spread upon the minutes.


Jacqueline Jennings, Mayor
Township of Willingboro

Attest:


Sarah Wooding, RMC,
Clerk Township of Willingboro

Certification of Availability of Funds

This is to certify to the Council of the Township of Willingboro that funds for the following resolutions are available pending adoption of 2013 budget.

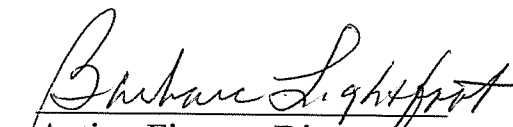
Resolution Date: 03/19/13

Resolution Number: 2013-54

Vendor: To be determined
For : Solid Waste Collection

Account Number	Amount	Department
3-01-26-305-001-001	\$630,000 Budgeted	Garbage/Trash Collection

Only amounts for the 2013 Budget Year have been certified and are based on the adoption of the 2013 budget. Amounts for future years are contingent upon sufficient funds being appropriated.


Acting Finance Director



TOWNSHIP OF WILLINGBORO

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

June 18, 2013

Michael P. Murphy, General Manager
Republic Services of NJ, LLC
Waste and Recycling Removal
4100 Church Road
Mt. Laurel, New Jersey 08054

Re: Republic Services Contract

Dear Mr. Murphy:

Enclosed is a hard copy of the fully executed signed contract as per Resolution 2013-54. I faxed over a copy.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Encl.

/saw

✓

Agreement

Township of Willingboro and Republic Services of NJ, LLC.

THIS AGREEMENT made this _____ day of April 2013 is an Agreement for Solid Waste Collections between Township of Willingboro (TOWNSHIP), located at 1 Rev. Dr. M. L. King Drive and Republic Services (REPUBLIC), located at 4100 Church Road, Mount Laurel, NJ 08034.

For the project of weekly Solid Waste Collection

The TOWNSHIP and REPUBLIC agree as follows:

1. Contract Documents:

The Contract Documents consist of, this Agreement, Bid Specifications, Bid Submission documents of REPUBLIC, and any relevant Addenda issued prior to execution of this Agreement. Those form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

2. The Work:

REPUBLIC shall execute the entire Work described in the Contractor Documents, except as specifically indicated in said documents to be the responsibility of others. This consists of Solid Waste Collection and Removal from Residential units located within the TOWNSHIP and Container Collections listed in the Bid Specifications.

3. Date of Commencement:

The commencement date is May 1, 2013

4. Contract Period:

May 1, 2013 thru April 30, 2016

5. Price of Work:

The Township shall pay REPUBLIC in current funds for the performance of the Contract the sums listed in the Bid Submission on page # 40 under BASE BID-CURBSIDE and BASE BID-CONTAINER being the following.

Solid Waste Collection

Year 1 Base Service per unit \$ 4.20

Year 2 Base Service per unit \$ 4.31

Year 3 Base Service per unit \$ 4.42

Container Collection

Year 1 Container Service per lift

2-yard \$4.00 3-yard \$6.00 Roll-off container - \$250.00

Year 2 Container Service

2-yard \$4.00 3-yard \$6.00 Roll-off container - \$250.00

Year 3 Container Service

2-yard \$4.00 3-yard \$6.00 Roll-off container - \$250.00

The Annual proposed cost of this Contract shall be adjusted monthly/annually by charges per unit for increases/decreases in the number of pick-up collections.

All payments to REPUBLIC shall be made in accordance with the Bid Specifications.

6. Contractors Agreement:

That for and in consideration of the amount payable under this Agreement with the TOWNSHIP, and REPUBLIC agrees, at its own expense, and with due skill and diligence, that it will complete the entire project, in accordance with the Contract Documents and in compliance with this Agreement. Republic agrees to receive as full compensation the amount stated herein, for said work.

7. Performance Guarantee:

REPUBLIC shall furnish a Performance Bond or Surety Bond in the amount of 100 percent (100%) of the total contract price per year, the condition of which shall be the full and complete execution and performance of each and all the terms contained in the Bid Submission dated February 28th 2013. The bonds shall meet all requirements and shall be renewed each year if the amount equal to 100% of the total contract price. Any Such Performance or Surety Bond must remain in full force and effect and cover the entire duration of the Annual Contract period. Bonds furnished by REPUBLIC must be that of an approved surety company authorized to transact business within the State of New Jersey and proof of same shall be submitted to the satisfaction of the TOWNSHIP.

8. **Conflicts:**

Notwithstanding anything contained herein to the contrary, if any provision of this Agreement, or the interpretation thereof, shall be in conflict with any other provision of the Contract documents, than the provisions of this Agreement shall govern.

9. **Amendments and Waivers:**

This Agreement may be amended only by a written instrument signed by all parties. No requirement, obligation, remedy, or provision of this Agreement shall be deemed to have been waived, unless so waived expressly in writing. Any such waiver of any such provision shall not be considered a waiver of any rights to enforce such a provision thereafter.

10. **Assignment and Subcontracting:**

Neither this agreement nor the work to be performed hereunder shall be assigned or subcontracted by REPUBLIC without the prior written consent of the TOWNSHIP.

11. **This Agreement:**

This Agreement, together with the Contract Bid Documents, form the Contract and they are as fully a part of this contract as if hereto attached or herein repeated.


12. **Execution:**

The TOWNSHIP and REPUBLIC, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contain.

IN WITNESS WHEREOF, the Parties have executed this Contract.

TOWNSHIP OF WILLINGBORO

REPUBLIC SERVICES OF NJ, LLC.

By: 

By: 

Name: Jacqueline Jennings, Mayor

Name: Michael P. Murphy

Title : Mayor

Title: General Manager

Date 5/7/13

Date 4/20/13

ATTEST:

ATTEST:

By: 

By: 

Title: Township Clerk

Title: DIVISION CONTROLLER



March 1, 2013

Ms. Maureen Mitchell
Township Manager
Township of Mount Laurel
100 Mount Laurel Road
Mount Laurel, NJ 08054

Mr. Richard Brevogel
Deputy Township Manager
Township of Willingboro
One Rev. Dr. M. L. King, Jr. Drive
Willingboro, NJ 08046

RE: Results of the Willingboro – Mt. Laurel CP Solid Waste Collection Service Bid

Dear Rich and Maureen:

I have reviewed the documents and bid submittal for Central Jersey Waste, South Jersey Sanitation and Republic Services of New Jersey. All documents from these three bidders are in order. The lowest responsible bidders are:

Base Bid: Republic Services of New Jersey
Alternate #1: South Jersey Sanitation

Review of Base Bid: Both Municipalities Participating

Pricing: Year 1 - \$4.20 per unit per month – Year 2 - \$4.31 – Year 3 - \$4.42
Residential Units in Bid – Willingboro – 11011 – Mt. Laurel – 11643 = 22,654
Container Lifts – 2 yd - \$4.00 ea. – 3 yd - \$6.00 ea – Ea. Municipality 936 per year
Willingboro 104 lifts 2 yd - 9 containers – Mt. Laurel – 52 lifts – 3 yd – 18 containers

Review of Alternate #1 – Only Willingboro Participating

Pricing: Year 1 - \$4.08 per unit per month – Year 2 - \$4.16 – Year 3 - \$4.24
Residential Units in Bid – 11011
Container Lifts included in bid

If the Base Bid were chosen each municipality would experience a savings from what the service is

3223 Route 38 West - Suite 201 – Mount Laurel, New Jersey 08054
Phone – 856-722-9797 – Fax 856-722-1150
Email: rwillis@yourtrashpro.com
Web Site: yourtrashpro.com

costing them presently. If Mt. Laurel chose not to participate, Alternate #1 would provide Willingboro an additional savings of \$70,691.40 over the three year term of the contract.

If you or your individual Councils have any questions concerning the bid, I would be more than happy to discuss it at yours or their convenience.

Sincerely,

Robb

Robert L. Willis
President

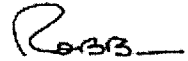
CC: Ms. Sarah Wooding – Township Clerk – Willingboro
Ms. Meredith Tomczyk – Township Clerk – Mt. Laurel

Sarah Wooding

From: Robb Willis <rwillis@yourtrashpro.com>
Sent: Friday, March 01, 2013 9:19 AM
To: Richard Brevogel; Maureen Mitchell
Cc: swooding@willingborotwp.org; mtomczyk@mountlaurel.com; Amber Day
Subject: Bid Results 22813
Attachments: Results Solid Waste Bid Mt Laurel_Willingboro 2 28 13.doc; _Certification_.htm

Rich/Maureen:

Attached is the results letter. It was the most competitive bid between the top three that I have experienced in the 12 years that I have been doing this. I am available if anyone wants to discuss this further.



Robert Willis
President
3223 Route 38 West - Suite 201
Mount Laurel, NJ 08054
Phone: 856.722.9797
Fax: 856.722.1150
Cell: 609.315.3457
<http://www.yourtrashpro.com>



5/14/13

CC: Zunder B



COPY

FACSIMILE TRANSMITTAL SHEET

IMPORTANT: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED.

IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (856-234-4000) AND RETURN THE ORIGINAL MESSAGE TO REPUBLIC SERVICES OF NJ, LLC AT THE ADDRESS BELOW. THANK YOU.

TO: Sara FROM: Kathleen Laudisio

COMPANY: Willingboro Twp. DATE: 5-14-13

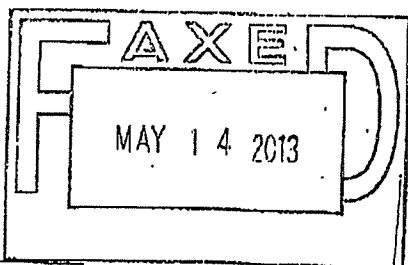
FAX NUMBER: 609-877-1278 TOTAL NO. OF PAGES INCLUDING COVER: _____

RECIPIENT PHONE NUMBER: _____ SENDER'S FAX NUMBER: _____

RE: W-9 - Business Registration [856] 234-7274 SENDER'S PHONE NUMBER: [856] 234-4005 ext 102

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:



4100 CHURCH ROAD
MT. LAUREL, NJ 08054
Office - (856) 234-4000 Fax - (856) 234-7274

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Republic Services of NJ, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **C**
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
4100 Church Road

City, state, and ZIP code
Mt. Laurel, New Jersey 08054

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number										
6	5		-	1	0	5	0	9	3	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here. Signature of U.S. person:  Date: **May 14, 2013**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or.
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**STATE OF NEW JERSEY
BUSINESS REGISTRATION
CERTIFICATE**

Taxpayer Name: REPUBLIC SERVICES OF NEW JERSEY LLC

Trade Name:

Address: 440 SMITH ST
KEASBEY, NJ 08832-1020

Certificate Number: 0100643

Effective Date: March 21, 2003

Date of Issuance: May 14, 2013

For Office Use Only:

20130514104953269

April 25, 2013

Republic Services
4100 Church Road
Mount Laurel, New Jersey 08054

REFERENCE: Resolution No. 2013-54—A Resolution of the Township of
Willingboro to Award A Bid for Solid Waste Collection Program

Dear Sir/Madam:

Enclosed is a fully executed copy of Resolution 2013-54, adopted by Willingboro
Township Council on March 19, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure

April 25, 2013

Mr. Robert Willis, President
3223 Route 38 West
Suite 201
Mount Laurel, New Jersey 08054

REFERENCE: Resolution No. 2013-54—A Resolution of the Township of
Willingboro To Award A Bid For Solid Waste Collection Program

Dear Sir/Madam:

Enclosed is a fully executed copy of Resolution 2013-54, adopted by Willingboro
Township Council on March 19, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure

Amber, also give contact info: Gary Small (do you have telephone # ?

Robb
Robert Willis
President
3223 Route 38 West - Suite 201
Mount Laurel, NJ 08054
Phone: 856.722.9797
Fax: 856.722.1150
Cell: 609.315.3457
<http://www.yourtrashpro.com>



From: Amber Day
Sent: Thursday, April 4, 2013 11:39 AM
To: Sarah Wooding
Cc: Robb Willis
Subject: RE: Bid Results 22813

Republic Services
4100 Church Road
Mount Laurel, NJ 08054

*address to be filled in
on Resal 54*

Thanks,

Amber Day
Amber Day, CAS
New Accounts Manager



3223 Route 38 - Suite 201
Mount Laurel, NJ 08054
P: (856) 722-9797
F: (856) 722-1150



From: Robb Willis
Sent: Thursday, April 04, 2013 11:31 AM
To: Amber Day
Subject: FW: Bid Results 22813

Amber, will you follow-up, thanks?

Robert Willis
President
3223 Route 38 West - Suite 201
Mount Laurel, NJ 08054
Phone: 856.722.9797
Fax: 856.722.1150
Cell: 609.315.3457
<http://www.yourtrashpro.com>



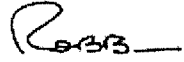
From: Sarah Wooding [<mailto:swooding@willingborotwp.org>]
Sent: Thursday, April 4, 2013 11:08 AM
To: Robb Willis
Subject: RE: Bid Results 22813

Rob,
Can you please send me the full address for Republic.
Sarah

From: Robb Willis [<mailto:rwillis@yourtrashpro.com>]
Sent: Friday, March 01, 2013 9:19 AM
To: Richard Brevogel; Maureen Mitchell
Cc: swooding@willingborotwp.org; mtomczyk@mountlaurel.com; Amber Day
Subject: Bid Results 22813

Rich/Maureen:

Attached is the results letter. It was the most competitive bid between the top three that I have experienced in the 12 years that I have been doing this. I am available if anyone wants to discuss this further.



Robert Willis
President
3223 Route 38 West - Suite 201
Mount Laurel, NJ 08054
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<http://www.yourtrashpro.com>



No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.2904 / Virus Database: 2641/6222 - Release Date: 04/03/13

Sarah Wooding

From: Amber Day <aday@yourtrashpro.com>
Sent: Thursday, April 04, 2013 12:15 PM
To: Sarah Wooding
Cc: Robb Willis
Subject: Bid Results 22813

Sarah,

See below for Gary Smalley's contact information.

**Gary Smalley | NJ Area Municipal Manager | Republic Services of NJ, LLC d/b/a Midco Waste, Raritan Valley Disposal, Marpal Disposal and Republic Services of NJ (Mt Laurel) Gsmalley@republicservices.com
11 Harmich Rd | South Plainfield, NJ 07080 | Office: 908-912-0060 | Fax: 908-756-1822 | Cell: 908-405-7528 |**

Thanks,

Amber Day
Amber Day, CAS
New Accounts Manager



3223 Route 38 - Suite 201
Mount Laurel, NJ 08054
P: (856) 722-9797
F: (856) 722-1150
www.yourtrashpro.com



From: Robb Willis
Sent: Thursday, April 04, 2013 12:05 PM
To: Amber Day
Subject: RE: Bid Results 22813

cc: Edgewater PE
Capt. Randall

RESOLUTION NO. 2013--55

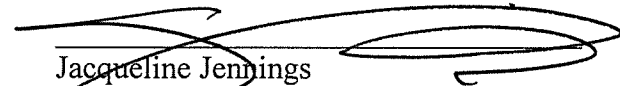
AUTHORIZING AN SHARED SERVICE AGREEMENT BETWEEN
WILLINGBORO TOWNSHIP AND EDGEWATER PARK TOWNSHIP

WHEREAS, Edgewater Park Township has requested an Shared Service agreement with Willingboro Township for Animal Control Services; and

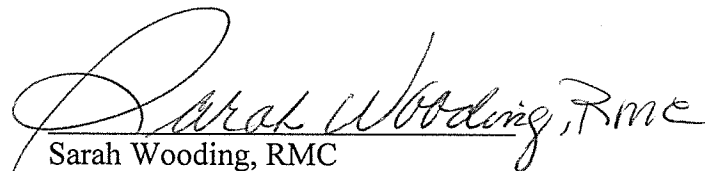
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an shared service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of April, 2013, that the Mayor and Clerk are hereby authorized to sign the attached Shared Services Agreement (April 1, 2013) and ending March 31, 2014).

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


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

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

**TOWNSHIP OF EDGEWATER PARK
RESOLUTION NO. 2013-54**

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

WHEREAS, the Township of Edgewater Park entered into an Interlocal Services Agreement with the Township of Willingboro to provide Animal Control services on November 22, 2005 and renewed said contract and terms on April 1, 2011 and April 1, 2012; and

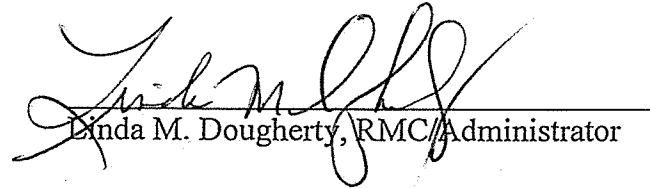
WHEREAS, the Township of Edgewater Park, pursuant to the terms and provisions as set forth in a revised Interlocal Services Agreement, a copy of which is filed in the Clerk's Office, desires to enter into a new Interlocal Services Agreement for a one year period, effective April 1, 2013 with the Township of Willingboro pursuant to N.J.S.A. 40:8A-1, et. seq.

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

TOWNSHIP OF EDGEWATER PARK


John McElwee, Mayor

I certify that the foregoing Resolution No. 2013-54 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on March 19, 2013.


Linda M. Dougherty, RMC/Administrator

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Moved By
Mr. Booker	X				and
Mr. Kercher	X				
Mr. Pullion	X				
Mr. Trainor	X				
Mayor McElwee	X				1st

**Inter-Local Agreement
For the Provision of Animal Control Services**

This Agreement made this 1st day of April, 2013, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Edgewater Park Township, a Municipal Corporation with Principal offices at 400 Delanco Road, Edgewater Park, New Jersey, hereinafter called "Edgewater Park Township," for animal control services.

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

This Agreement shall be for a One (1) Year term commencing on April 1, 2013, and ending March 31, 2014. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

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

Definitions:

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

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

Coverage:

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

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

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Edgewater Park Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured

animal is picked up within Edgewater Park Township, the cost of required veterinarian care shall be the responsibility of Edgewater Park Township.

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

Financials:

Edgewater Park Township shall pay a fee of \$13,000.00 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency. Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Edgewater Park Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

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

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

Attest:

Township of Willingboro

Sarah Woodring, RMC
Clerk

Mayor

Date: 4/2/13

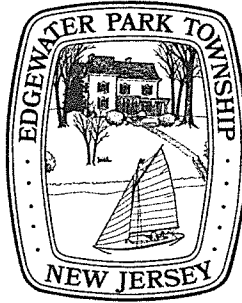
Attest:

Edgewater Park Township

Liz M. [Signature], RMC Admin

Mayor

Date: 3/19/2013



Township of Edgewater Park

400 Delanco Road

Edgewater Park, New Jersey 08010

Phone (609) 877-2050

Fax (609) 877-2308

MAR 23 2013

March 20, 2013

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

To whom it may concern:

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

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

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

Sincerely,

Township of Edgewater Park

Tanyika L. Johns
Tax Collector/Deputy Clerk

cc: Margaret Peak, Chief Financial Officer



TOWNSHIP OF WILLINGBORO

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

April 8, 2013


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

Re: Resolution 2013-55

Dear Municipal Clerk:

Enclosed for your records is a copy of Resolution 2013-55, which was adopted at the Willingboro Township Council meeting of April 2, 2013, along with a fully executed contract authorizing Animal Control Shared Services between Willingboro Township and Edgewater Park.

Sincerely,


Sarah Wooding, RMC
Township Clerk

Encl.

/saw

cc: Bh
Vendor
R+V.

RESOLUTION 2013 – 56

**A RESOLUTION AWARDING A BID FOR
MILLCREEK PARK PATHWAY REHABILITATION PHASE II – BURLINGTON
COUNTY 2012 MUNICIPAL PARK DEVELOPMENT PROGRAM**

WHEREAS, on February 18, 2013, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the rehabilitation and improvements to the existing pedestrian recreational pathways in Mill Creek Park, Willingboro; and

WHEREAS, bids have been received, opened and read in public on March 15, 2013; and

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

WHEREAS, the Township received bids from nine contractors for a Base Bid improvements and the alternate Bid No. 1, improvements:

1. Meredith Paving Corp.
2. Command Company
3. Landberg Construction
4. Fred M. Schiavone Construction
5. All Surface Asphalt Paving
6. Bogey's Trucking and Paving
7. CurbCon, Inc.
8. GWP Enterprises, Inc.
9. Gessler Construction

WHEREAS, the Township's Engineer has tabulated the bids recommends that lowest responsible bid for Base Bid improvements and the Alternate Bid No. 1 improvements, was submitted by Command Company of 1318 Antwerp Avenue, Egg Harbor City, new Jersey 08215, in the amount of \$217,712.50, representing the Base Bid, and \$31,839.00 representing the Alternate Bid No. 1 for a total bid award amount of \$249,551.50; and

WHEREAS, Upon its consideration and review of the bids and recommendations, the Township Council has determined that it is in the best interest of the Township to accept the bid of Command Company of 1318 Antwerp Avenue, Egg Harbor City, new Jersey 08215, in the amount of \$217,712.50, representing the Base Bid, and \$31,839.00 representing the Alternate Bid No. 1 for a total bid award amount of \$249,551.50.

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of April 2013, hereby accepts the bid of Command Company of 1318 Antwerp Avenue, Egg Harbor City, new Jersey 08215, in the amount of \$217,712.50, representing the Base Bid, and \$31,839.00 representing the Alternate

Certification Of Availability of Funds

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

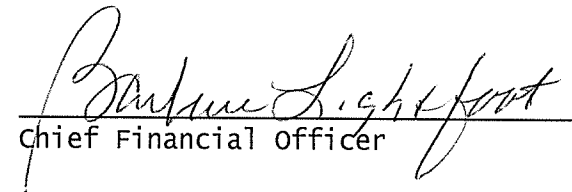
Resolution Date: 04/02/13
Resolution Number: 2013-56

Vendor: COMMCOM COMMAND CO INC
1318 ANTWERP AVE
EGG HARBOR CITY, NJ 08215

Contract: C3-00003 COMMAND CO-REHAB MC PARK WALK

Account Number	Amount	Department Description
G-01-41-876-000-001	249,551.50	BURLINGTON COUNTY MUN PARK DEV PROGRAM
Total	249,551.50	

Only amounts for the 2013 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

March 18, 2013

Ms. Joanne Diggs, Township Manager
Township of Willingboro
One Rev. Dr. M. L. King Jr. Drive
Municipal Building
Willingboro, New Jersey 08046

Re: **Township of Willingboro
Burlington County "2012 Municipal Park Development Program"
Mill Creek Park Pathway Rehabilitation (Phase II)
Our File #0338-T-116**

Dear Ms. Diggs:

We have tabulated the bids received on March 15, 2013, regarding the above-referenced project. The project consists of the rehabilitation and improvements to the existing pedestrian recreational pathways in Mill Creek Park, in the Township of Willingboro, Burlington County, New Jersey.

A copy of our bid tabulation is enclosed for your review.

In accordance with Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be as follows:

If the Municipality decides to award the Base Bid improvements only, the resolution should indicate award to: Meredith Paving Corporation, 1300 Union Landing Road, Cinnaminson, New Jersey, 08077, in the amount of \$216,919.80 representing Items 1 through 23 of the Base Bid. Or;

Should the Municipality decide to award the Base Bid improvements and the Alternate Bid No.1 improvements, the resolution should indicate award to: Command Company, 1318 Antwerp Avenue, Egg Harbor City, New Jersey 08215, in the amount of \$217,712.50 representing the Base Bid, and plus \$31,839.00 representing the Alternate Bid No. 1, for a total award amount of \$249,551.50.

For your convenience, the following is a summary of the grant allocations available for the project under the Burlington County "Municipal Park Development Program" grant:

"2012 Municipal Park Development Program" Funds:	\$250,000.00
"2011 Municipal Park Development Program" Carry Over Funds:	\$ 53,058.58
Total Grant Funding Available:	\$303,058.58

Page 2
Township of Willingboro
March 18, 2013

Any award should be contingent upon review and approval of the Township Solicitor, and monies being available.

If you have any questions, please feel free to call me at (856) 303-1245.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS



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

KWB/kn

Enclosures

cc: Mayor & Council c/o Sarah Wooding, Township Clerk
Michael Armstrong, Township Solicitor
Jill Cyrus, Director of Parks and Recreation
Kendall Brunson, Parks and Recreation
Douglas Johnson, RVA
Raymond D. Longmore, RVA
Hasson Shipman, RVA



REMINGTON & VERNICK ENGINEERS
BID TABULATION

PROJECT NAME:

MILL CREEK PARK PATHWAY REHABILITATION (PHASE II)

PROJECT NUMBER:

0338T116

CLIENT:

TOWNSHIP OF WILLINGBORO

Meredith Paving Corp.
 1300 Union Landing Road
 Cinnaminson, NJ 08077
 (856) 829-4343
 (856) 829-3419 fax

Command Company
 1318 Antwerp Avenue
 Egg Harbor City, NJ
 (609) 965-0399
 (609) 965-0441 fax

Landberg Construction
 PO Box 280
 Mays Landing, NJ 08330
 (609) 829-2131
 (609) 909-1647 fax

Fred M Schiavone Construction
 PO Box 416
 Malaga, NJ 08328
 (856) 697-4558
 (856) 697-9612 fax

All Surface Asphalt Paving
 528 Hardenberg Avenue
 Point Pleasant, NJ 08742
 (732) 295-388
 (732) 899-0086 fax

Bogey's Trucking and Paving
 1779 Delsea Drive
 Deptford, NJ 08096
 (856) 464-8501
 (856) 464-8502 fax

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL	UNITS PRICE		TOTAL	UNITS PRICE		TOTAL	UNITS PRICE		TOTAL	UNITS PRICE		TOTAL
BASE BID																	
1	FUEL PRICE ADJUSTMENT	1	DOLL	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
2	ASPHALT PRICE ADJUSTMENT	1	DOLL	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
3	CLEARING SITE	1	LS	\$5,000.00	\$5,000.00	\$34,300.00	\$34,300.00	\$14,500.00	\$14,500.00	\$9,095.00	\$9,095.00	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	EXCAVATION, UNCLASSIFIED	155	CY	\$30.00	\$4,650.00	\$16.00	\$2,480.00	\$25.00	\$3,875.00	\$16.05	\$2,487.75	\$15.00	\$2,325.00	\$35.00	\$5,425.00	\$35.00	\$5,425.00
5	I-14 SOIL AGGREGATE	330	CY	\$45.76	\$15,100.80	\$29.00	\$9,570.00	\$40.00	\$13,200.00	\$28.89	\$9,533.70	\$20.00	\$6,600.00	\$34.00	\$11,220.00	\$34.00	\$11,220.00
6	GRAVEL PATH STONE DUST SCREENINGS, 2" THICK, COMPLETE & INSTALLED	985	SY	\$4.00	\$3,940.00	\$6.00	\$5,910.00	\$6.00	\$5,910.00	\$4.60	\$4,531.00	\$5.00	\$4,925.00	\$22.00	\$21,670.00	\$22.00	\$21,670.00
7	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	300	SY	\$8.00	\$2,400.00	\$6.30	\$1,890.00	\$10.00	\$3,000.00	\$10.70	\$3,210.00	\$20.00	\$6,000.00	\$6.50	\$1,950.00	\$6.50	\$1,950.00
8	BITUMINOUS CONCRETE PAVEMENT RECLAMATION, 6" THICK	1700	SY	\$6.47	\$10,999.00	\$5.00	\$8,500.00	\$5.00	\$8,500.00	\$4.28	\$7,276.00	\$3.00	\$5,100.00	\$12.00	\$20,400.00	\$12.00	\$20,400.00
9	PRIME COAT	2800	GAL	\$1.00	\$2,800.00	\$0.01	\$28.00	\$0.01	\$28.00	\$5.35	\$14,980.00	\$1.00	\$2,800.00	\$5.00	\$14,000.00	\$5.00	\$14,000.00
10	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	1480	TON	\$79.00	\$116,920.00	\$69.00	\$102,120.00	\$92.00	\$136,160.00	\$80.25	\$118,770.00	\$97.00	\$143,560.00	\$78.00	\$115,440.00	\$78.00	\$115,440.00
11	66" x 51" CORRUGATED STEEL PIPE ARCH PIPE, "CONTECH CMP w/ TRENCHCOAT HEAVY GAUGE POLYMER COATING", OR APPROVED EQUAL	45	LF	\$225.00	\$10,125.00	\$250.00	\$11,250.00	\$325.00	\$14,625.00	\$251.45	\$11,315.25	\$250.00	\$11,250.00	\$310.00	\$13,950.00	\$310.00	\$13,950.00
12	NO ITEM	0	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	RIP RAP STONE SLOPE PROTECTION 12" THICK (D50=6")	550	SY	\$22.00	\$12,100.00	\$25.00	\$13,750.00	\$25.00	\$13,750.00	\$24.08	\$13,244.00	\$35.00	\$19,250.00	\$35.50	\$19,525.00	\$35.50	\$19,525.00
14	REMOVE & RESET EXISTING CHAIN-LINK FENCE, BEFORE AND AFTER CONSTRUCTION, IF & WHERE DIRECTED	950	LF	\$2.00	\$1,900.00	\$0.01	\$9.50	\$8.00	\$7,600.00	\$33.17	\$31,511.50	\$3.00	\$2,850.00	\$30.00	\$28,500.00	\$30.00	\$28,500.00
15	NO ITEM	0	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	TOPSOILING, 4" THICK	750	SY	\$5.00	\$3,750.00	\$2.00	\$1,500.00	\$6.00	\$4,500.00	\$5.03	\$3,772.50	\$3.00	\$2,250.00	\$5.00	\$3,750.00	\$5.00	\$3,750.00
17	FERTILIZING AND SEEDING, TYPE A-3	750	SY	\$2.00	\$1,500.00	\$0.75	\$562.50	\$1.00	\$750.00	\$1.61	\$1,207.50	\$1.50	\$1,125.00	\$1.00	\$750.00	\$1.00	\$750.00
18	GEOTEXTILE	550	SY	\$4.00	\$2,200.00	\$1.00	\$550.00	\$1.00	\$550.00	\$1.61	\$885.50	\$2.00	\$1,100.00	\$2.10	\$1,155.00	\$2.10	\$1,155.00
19	HMA MILLING, 3" OR LESS	4000	SY	\$2.88	\$11,520.00	\$3.00	\$12,000.00	\$4.00	\$16,000.00	\$3.21	\$12,840.00	\$2.25	\$9,000.00	\$5.00	\$20,000.00	\$5.00	\$20,000.00
20	TACK COAT	585	GAL	\$1.00	\$585.00	\$4.00	\$2,340.00	\$0.01	\$5.85	\$1.18	\$690.30	\$6.00	\$3,510.00	\$0.01	\$5.85	\$0.01	\$5.85
21	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" WIDE	1900	LF	\$2.00	\$3,800.00	\$1.80	\$3,420.00	\$2.00	\$3,800.00	\$1.93	\$3,667.00	\$1.00	\$1,900.00	\$1.80	\$3,420.00	\$1.80	\$3,420.00
22	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	110	SF	\$13.00	\$1,430.00	\$8.50	\$935.00	\$8.50	\$935.00	\$9.10	\$1,001.00	\$5.50	\$605.00	\$8.50	\$935.00	\$8.50	\$935.00
23	REGULATORY & WARNING SIGNS	15	SF	\$40.00	\$600.00	\$66.50	\$997.50	\$70.00	\$1,050.00	\$71.69	\$1,075.35	\$29.50	\$442.50	\$66.50	\$997.50	\$66.50	\$997.50
TOTAL BID COST					\$216,919.80	\$217,712.50	254538.85	\$254,338.85		\$256,693.35		\$260,192.50		\$293,693.35			



REMINGTON & VERNICK ENGINEERS
BID TABULATION

PROJECT NAME:

MILL CREEK PARK PATHWAY REHABILITATION (PHASE II)

PROJECT NUMBER:

0338T116

CLIENT:

TOWNSHIP OF WILLINGBORO

CurbCon, Inc.
 514 North Main Street
 Barnegat, NJ 08005
 (609) 660-2223
 (609) 660-1022 fax

GWP Enterprises, Inc.
 PO Box 498
 Franklinville, NJ 08322
 (856) 694-4482
 (856) 728-2895 fax

Gessler Construction
 565 E. St. Andrews Drive
 Media, PA 19063
 (610) 497-2480
 (610) 494-7903 Fax

#	DESCRIPTION	QUANTITY & UNITS		CurbCon, Inc.		GWP Enterprises, Inc.		Gessler Construction	
				UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
BASE BID									
1	FUEL PRICE ADJUSTMENT	1	DOLL	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
2	ASPHALT PRICE ADJUSTMENT	1	DOLL	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
3	CLEARING SITE	1	LS	\$20,000.00	\$20,000.00	\$32,000.00	\$32,000.00	\$7,150.00	\$7,150.00
4	EXCAVATION, UNCLASSIFIED	155	CY	\$20.00	\$3,100.00	\$15.00	\$2,325.00	\$50.00	\$7,750.00
5	I-14 SOIL AGGREGATE	330	CY	\$15.00	\$4,950.00	\$40.00	\$13,200.00	\$50.00	\$16,500.00
6	GRAVEL PATH STONE DUST SCREENINGS, 2" THICK, COMPLETE & INSTALLED	985	SY	\$10.00	\$9,850.00	\$6.80	\$6,698.00	\$10.00	\$9,850.00
7	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	300	SY	\$15.00	\$4,500.00	\$13.50	\$4,050.00	\$15.00	\$4,500.00
8	BITUMINOUS CONCRETE PAVEMENT RECLAMATION, 6" THICK	1700	SY	\$8.00	\$13,600.00	\$3.60	\$6,120.00	\$5.00	\$8,500.00
9	PRIME COAT	2800	GAL	\$5.00	\$14,000.00	\$1.00	\$2,800.00	\$3.00	\$8,400.00
10	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	1480	TON	\$100.00	\$148,000.00	\$96.00	\$142,080.00	\$130.00	\$192,400.00
11	66" x 51" CORRUGATED STEEL PIPE ARCH PIPE, "CONTECH CMP w/ TRENCHCOAT HEAVY GAUGE POLYMER COATING", OR APPROVED EQUAL	45	LF	\$290.00	\$13,050.00	\$290.00	\$13,050.00	\$400.00	\$18,000.00
12	NO ITEM	0	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	RIP RAP STONE SLOPE PROTECTION 12" THICK (D50=6")	550	SY	\$8.00	\$4,400.00	\$65.00	\$35,750.00	\$40.00	\$22,000.00
14	REMOVE & RESET EXISTING CHAIN-LINK FENCE, BEFORE AND AFTER CONSTRUCTION, IF & WHERE DIRECTED	950	LF	\$15.00	\$14,250.00	\$2.15	\$2,042.50	\$10.00	\$9,500.00
15	NO ITEM	0	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	TOPSOILING, 4" THICK	750	SY	\$6.00	\$4,500.00	\$3.00	\$2,250.00	\$10.00	\$7,500.00
17	FERTILIZING AND SEEDING, TYPE A-3	750	SY	\$1.50	\$1,125.00	\$2.25	\$1,687.50	\$1.50	\$1,125.00
18	GEOTEXTILE	550	SY	\$5.00	\$2,750.00	\$10.00	\$5,500.00	\$3.00	\$1,650.00
19	HMA MILLING, 3" OR LESS	4000	SY	\$6.00	\$24,000.00	\$4.15	\$16,600.00	\$3.50	\$14,000.00
20	TACK COAT	585	GAL	\$5.00	\$2,925.00	\$1.00	\$585.00	\$5.00	\$2,925.00
21	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" WIDE	1900	LF	\$2.00	\$3,800.00	\$1.00	\$1,900.00	\$1.50	\$2,850.00
22	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	110	SF	\$5.00	\$550.00	\$10.00	\$1,100.00	\$10.00	\$1,100.00
23	REGULATORY & WARNING SIGNS	15	SF	\$25.00	\$375.00	\$36.00	\$540.00	\$100.00	\$1,500.00
TOTAL BID COST					\$295,325.00		\$295,878.00		\$342,800.00

PROJECT NAME: MILL CREEK PARK PATHWAY REHABILITATION (PHASE II)
PROJECT NUMBER: 0338T116

CLIENT: TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	TOTAL PRICE	UNITS PRICE	TOTAL PRICE	
1A	FUEL PRICE ADJUSTMENT	1 DOLL	\$500.00	\$500.00	\$500.00	\$500.00	
2A	ASPHALT PRICE ADJUSTMENT	1 DOLL	\$500.00	\$500.00	\$500.00	\$500.00	
3A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
4A	EXCAVATION, UNCLASSIFIED	35 CY	\$1,750.00	\$60,750.00	\$35.00	\$1,225.00	
5A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
6A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
7A	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	105 SY	\$15.00	\$1,575.00	\$6.50	\$682.50	
8A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
9A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
10A	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	265 TON	\$79.00	\$20,935.00	\$78.00	\$20,670.00	
11A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
12A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
13A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
14A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
15A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
16A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
17A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
18A	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	
19A	HMA MILLING, 3" OR LESS	2235 SY	\$2.88	\$6,436.80	\$2.00	\$4,470.00	
20A	TACK COAT	335 GAL	\$1.00	\$335.00	\$0.01	\$3.35	
21A	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" WIDE	1150 LF	\$2.00	\$2,300.00	\$1.80	\$2,070.00	
22A	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	65 SF	\$20.00	\$1,300.00	\$8.50	\$552.50	
23A	SIGNS REGULATORY & WARNING	10 SF	\$40.00	\$400.00	\$66.50	\$665.00	
			TOTAL	\$36,031.80		\$38,043.35	
				TOTAL BID COST			
Meredith Paving Corp. 1300 Union Landing Road Cinnaminson, NJ 08077 (856) 829-4343 (856) 829-3419 fax							
Command Company 1318 Antwerp Avenue Egg Harbor City, NJ (609) 965-0399 (609) 965-0441 fax							
Landberg Construction PO Box 280 Mays Landing, NJ 08330 (609) 829-2131 (609) 909-1647 fax							
Fred M Schiavone Construction PO Box 416 Malaga, NJ 08328 (856) 697-4558 (856) 697-9612 fax							
All Surface Asphalt Paving 528 Hardenberg Avenue Point Pleasant, NJ 08742 (732) 295-388 (732) 899-0086 fax							
Bogey's Trucking and Paving 1779 Deisea Drive Deptford, NJ 08096 (856) 464-8501 (856) 464-8502 fax							

PROJECT NAME: MILL CREEK PARK PATHWAY REHABILITATION (PHASE II)
PROJECT NUMBER: 0338T116
CLIENT: TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS
1A	FUEL PRICE ADJUSTMENT	1 DOLL
2A	ASPHALT PRICE ADJUSTMENT	1 DOLL
3A	NO ITEM	0 N/A
4A	EXCAVATION, UNCLASSIFIED	35 CY
5A	NO ITEM	0 N/A
6A	NO ITEM	0 N/A
7A	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	105 SY
8A	NO ITEM	0 N/A
9A	NO ITEM	0 N/A
10A	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	265 TON
11A	NO ITEM	0 N/A
12A	NO ITEM	0 N/A
13A	NO ITEM	0 N/A
14A	NO ITEM	0 N/A
15A	NO ITEM	0 N/A
16A	NO ITEM	0 N/A
17A	NO ITEM	0 N/A
18A	NO ITEM	0 N/A
19A	HMA MILLING, 3" OR LESS	2235 SY
20A	TACK COAT	335 GAL
21A	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" WIDE	1150 LF
22A	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	65 SF
23A	REGULATORY & WARNING SIGNS	10 SF
TOTAL BID COST		

UNITS	PRICE	TOTAL
(609) 660-2223 Barnegat, NJ 08005 CurbCon, Inc. 514 North Main Street	\$500.00	\$500.00
(609) 660-1022 fax GWP Enterprises, Inc. PO Box 498 Franklinville, NJ 08322 (856) 694-4482	\$500.00	\$500.00
UNITS PRICE		\$1,575.00
TOTAL		\$47,735.00

UNITS	PRICE	TOTAL
(610) 497-2480 Media, PA 19063 Gessler Construction 565 E. St. Andrews Drive (610) 494-7903 Fax	\$500.00	\$500.00
(856) 728-2895 fax GWP Enterprises, Inc. PO Box 498 Franklinville, NJ 08322 (856) 694-4482	\$500.00	\$500.00
UNITS PRICE		\$1,890.00
TOTAL		\$37,815.25

UNITS	PRICE	TOTAL
(610) 497-2480 Media, PA 19063 Gessler Construction 565 E. St. Andrews Drive (610) 494-7903 Fax	\$500.00	\$500.00
(856) 728-2895 fax GWP Enterprises, Inc. PO Box 498 Franklinville, NJ 08322 (856) 694-4482	\$500.00	\$500.00
UNITS PRICE		\$1,050.00
TOTAL		\$39,822.50



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

April 8, 2013

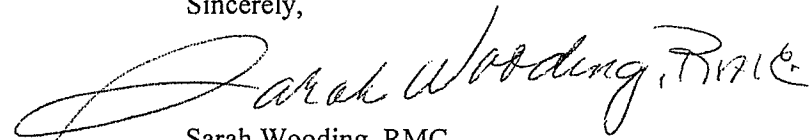
Douglas E. Marienski, President
Command Company
1318 Antwerp Avenue
Egg Harbor City, New Jersey 08215

Re: Resolution 2013-56

Dear Mr. Marienski:

Enclosed is a copy of Resolution 2013-56 which was adopted at the Willingboro Township Council on April 2, 2013 regarding the Millcreek Park Pathway Rehabilitation-Phase II.

Sincerely,


Sarah Wooding, RMC
Township Clerk

Encl.

/saw



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

April 9, 2013

Remington Vernick & Arango, Engineers
c/o of Kathleen Nieman
The Presidential Center
Lincoln Building-Suite 600
101 Route 130
Cinnaminson, NJ 08077

Re: Resolution 2013—56

Dear Kathy:

Enclosed are two true certified signed and sealed copies of Resolution 2013-56 which was adopted at the Willingboro Township Council meeting on April 2, 2013.

Also, enclosed as per your email request, proof of advertisement (3 consecutive weeks, 2 papers) for the Township Center Bikepath project.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Encl.

/saw

cc: fin

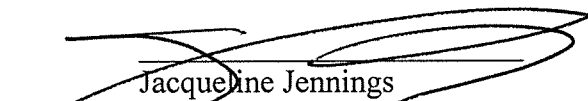
RESOLUTION NO. 2013--57

Authorizing the Approval of Vouchers for Payment & Ratification

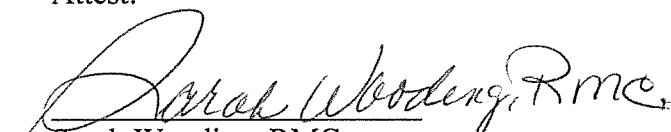
Whereas, Willingboro Township Council received the March 2013, Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of April, 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	<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: Fern

RESOLUTION NO. 2013--58

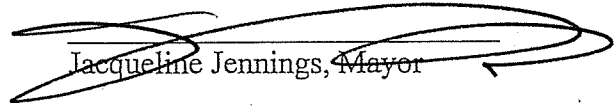
A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES

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

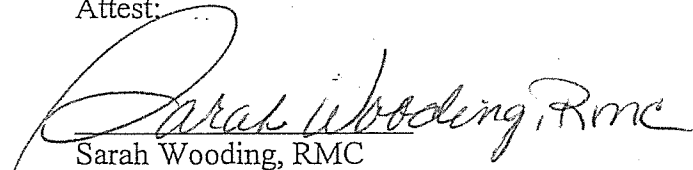
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of April, 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 her 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"/>			

OVERPAYMENT FOR TAXES

WILBUR & HUI SUK DOUGHERTY \$861.71
53 PASTORAL LANE
WILLINGBORO, NJ 08046
BLOCK: 324
LOT: 13
53 PASTORAL LANE
OVERPAYMENT TAXES

DANIEL A. & PATRICIA H. FILIGNO \$1,425.95
132 TORRINGTON LANE
WILLINGBORO, NJ 08046
BLOCK: 1109
LOT: 9
132 TORRINGTON LANE
OVERPAYMENT TAXES

EUSEVIO & NORMA GARZA \$1,577.63
123 TOLEDO LANE
WILLINGBORO, NJ 08046
BLOCK: 1111
LOT: 18
123 TOLEDO LANE
OVERPAYMENT TAXES

ALEXANDER S. OSTER \$1,018.25
15 BALFOUR LANE
WILLINGBORO, NJ 08046
BLOCK: 215
LOT: 5
15 BALFOUR LANE
OVERPAYMENT TAXES

ALFRED & PAMELA RICHARDSON \$1,176.94
25 TIOGA LANE
WILLINGBORO, NJ 08046
BLOCK: 1126
LOT: 18
OVERPAYMENT TAXES

NOT
NEEDED

RESOLUTION NO. 2013--59
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 2nd day of April, 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.