

2013 RESOLUTIONS 2013

No. 60-75

RESOLUTION 2013--60
RESOLUTION SUPPORTING S-1896/A-1503 SHARING THE BURDEN OF
PROPERTY ASSESSMENT APPEAL REFUNDS

WHEREAS, when County Tax Board appeals are successful, the municipality must reimburse the property taxpayer 100% of the appealed tax levy, which includes the municipal, school, county and any special districts tax; and

WHEREAS, the municipal tax collector must then adjust the taxpayer's fourth quarter tax bill, resulting in the municipality's fund balance for the preceding year being diminished, if not completely depleted; and

WHEREAS, in recent years, municipalities have experienced a large spike in tax appeals caused by the economic down-turn, which lowered property values and placed increased stress on the income of homeowners all around our Garden State; and

WHEREAS, successful tax appeals have a four-fold negative impact on municipal budgets; first by requiring the municipality, as the collector of taxes for the School district, county and special districts, to fund the full cost of the legal defense of the assessment; and

WHEREAS, the second negative impact on municipal budgets results from State law, which guarantees to the county and the school district 100% of their levies, hence forcing the municipality to bear the full cost of any reimbursements resulting from the appeal, as well as the full burden for any uncollected taxes; and

WHEREAS, the third negative impact on municipal budgets ensues because the refunds and credits negatively impact the municipality's tax collection rate, resulting in a State required increase in the appropriation for the Reserve for Uncollected Taxes (a non-exempt from cap budget expenditure); and

WHEREAS, fourth, the end result is a further decline in the property tax base used to support municipalities, county governments, school systems and any fire or other special purpose districts, which will necessitate tax rate increases to raise the same amount of revenue; and

WHEREAS, in light of the revenue limitations that have been placed on all levels of local government by the Legislature (2% cap), such declining values will compound and add additional stress to local public officials, as they grapple with the issues confronting the tax paying public.

WHEREAS, Senator Anthony R. Bucco, Assemblyman Michael Patrick Carroll and Assemblyman Anthony M. Bucco have recently introduced Senate Bill S-1896/Assembly Bill A-1503, which requires fire districts, school districts, and county governments to share in burden of property assessment appeal refunds;

~~Jacqueline Jennings, Mayor~~

Attest:

Sarah Wooding, RMC
Sarah Wooding, RMC
Township Clerk

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

cc: V/OC ✓

RESOLUTION NO. 2013 - 61

**RESOLUTION AUTHORIZING THE TOWNSHIP TO APPLY FOR THE 2013
RECYCLING TONNAGE GRANT**

WHEREAS, Recycling Enhancement Act, N.J.S.A. 13:1E-96 et seq., Mandatory Source Separation and Recycling Act P.L. 1987, c.102, as amended, and N.J.S.A. 13:1E-99.16, et seq., as amended, (collectively cited hereinafter as "Recycling Act") have established a recycling fund from which tonnage grants may be made to municipalities, in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including, but not limited to, making and keeping accurate verifiable records of materials collected and claimed by the municipality; and

WHEREAS, the Township Council has determined that it is in the best interest of the Township to apply for the tonnage grants; and

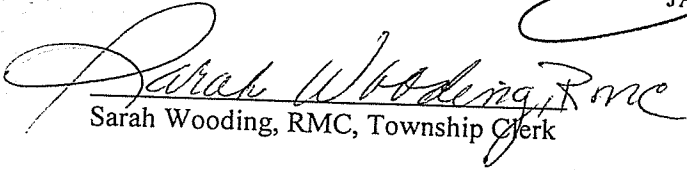
WHEREAS, a resolution authorizing the Township to apply for the 2013 Recycling Tonnage Grant will memorialize the commitment of the Township to recycling and indicate the assent of the Township Council to efforts undertaken by the Township and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, this resolution acknowledges Richard A. Brevogel and Lawrence Hardy are *Certified Recycling Professionals* to ensure that the application is properly completed and timely filed under the law.

NOW THEREFORE BE IT resolved on this 16th day of April, 2013 in open public session that that the Township Council hereby authorizes and endorses the Tonnage Grant Application to the New Jersey Department of Environmental Protection; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant shall be deposited into a dedicated recycling trust fund to be used solely for the purposes of recycling.


JACQUELINE JENNINGS, MAYOR


Sarah Wooding, RMC, Township Clerk

CITY OF BEVERLY



Municipal Building
446 Broad Street
Beverly, New Jersey 08010

RECEIVED

APR 29 2013

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Telephone
(609) 387-1881
Fax
(609) 387-3558

April 22, 2013

Ms. Sarah Wooding, RMC
Willingboro Township
One Dr. Martin Luther King, Jr. Drive
Willingboro, NJ 08046-2853

Re: 2013 CMRP SERVICES
Shared Services Agreement


Dear Sarah:

Attached for your Governing Body's review is the 2013 Certified Municipal Recycling Professional Shared Services Agreement signed by Mayor Miller after Council's 4/9/13 and approved as Beverly City Resolution 2013-75 authorizing same.

Please have a fully signed copy of this Agreement returned to me at your earliest convenience.

Thanks so much, and let me know if there's anything else you need in the interim.

Sincerely,



Donna F. Snyder, RMC/CMR/CPM

/dfs

Enclosure

C: L. Hardy, CMRP
Willingboro Township
Public Works Supervisor

**CITY OF BEVERLY
COUNTY OF BURLINGTON**

RESOLUTION 2013-75

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND THE CITY OF BEVERLY FOR CERTIFIED MUNICIPAL RECYCLING PROFESSIONAL (CMRP) SERVICES TO REVIEW AND SUBMIT TO THE STATE OF NEW JERSEY THE ANNUAL RECYCLING TONNAGE REPORT COVERING THE 2012 CALENDAR YEAR.

THIS AGREEMENT by and between the City of Beverly, a municipal body politic having its offices at 446 Broad Street, Beverly, New Jersey 08010 and Willingboro Township, a body politic having its offices located at One Reverend Dr. Martin Luther King, Jr. Drive, Willingboro, New Jersey 08046, is dated this 9TH day of April, 2013.

WHEREAS, Beverly City, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Burlington County Solid Waste Management Plan and amendments thereto; and,

WHEREAS, Beverly City is desirous of retaining the CMRC services of Willingboro Township for "Signage By" Lawrence M. Hardy, Willingboro Township Public Works Supervisor and *Certified Municipal Recycling Professional (CMRP)*, for said Annual Recycling Tonnage Report for Beverly City covering the 2012 reporting year ; and,

WHEREAS, the award of this contract to Willingboro Township pursuant to NJSA Section 13:1E-99.14 is an exception to the bidding requirements as set forth in the Local Public Contracts Law pursuant to NJSA Section 40A:11-5(2), and the Board of Chosen Freeholders for Burlington County.

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the City of Beverly and the Township of Willingboro make this agreement:

The City of Beverly shall retain the services of the Willingboro Township CMRP who will be responsible for reviewing and submitting the mandatory Annual Municipal Recycling Tonnage Report, as provided in the Burlington County Solid Waste Management Plan, and with the State NJDEP.

It is understood that the responsibility for the accuracy of all tonnage and materials reported lies with the designated Preparer of the Recycling Tonnage Report, regardless if it is a municipal representative, or the aforementioned CMRP. Beverly City designates Council Member Lawrence F. Carlbon as the Preparer of the report. The report Preparer is responsible should the NJDEP audit the report submittal.

It is Beverly City's responsibility to retain the appropriate documentation for five (5) years in the event of a field review.

The City of Beverly reserves the right to reasonably amend the specifications of this Agreement by giving a thirty (30) day written notification to the Willingboro Township of any changes thereto.

Upon prior approval by Beverly City and if applicable Beverly City shall pay a fee of \$41.00 per hour for the CMRP's service to the City of Beverly for said service. Beverly City will pay all invoices within thirty (30) days.

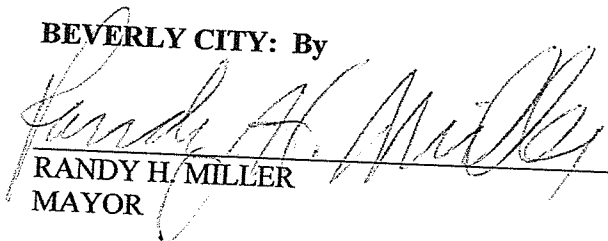
The Agreement is the entire Agreement between Beverly City and Willingboro Township and supersedes all previous agreements and discussions. Any amendments hereto must be in writing and must be duly executed by Beverly City and Willingboro Township to become effective.

This Agreement will be entirely performed within the State of New Jersey and it shall be construed in accordance with the laws thereof.

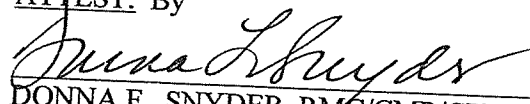
If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal, void, ultravires, or unconstitutional, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set the hands of the proper public officials authorized to execute this Agreement on behalf of Willingboro Township and the City of Beverly as of the date and year first written above.

BEVERLY CITY: By


RANDY H. MILLER
MAYOR

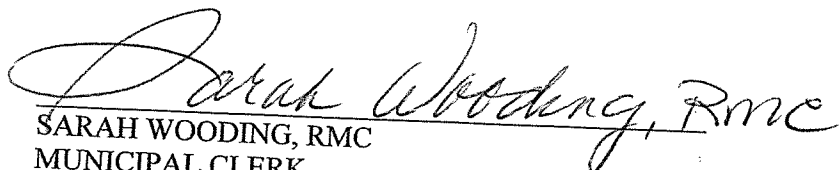
ATTEST: By


DONNA F. SNYDER, RMC/CMR/CPM
MUNICIPAL CLERK

WILLINGBORO TOWNSHIP: By


JACQUELING JENNINGS
MAYOR

ATTEST: By


SARAH WOODING, RMC
MUNICIPAL CLERK

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WHEREAS, a resolution authorizing the Township to apply for the 2013 Recycling Tonnage Grant will memorialize the commitment of the Township to recycling and indicate the assent of the Township Council to efforts undertaken by the Township and the requirements contained in the Recycling Act and recycling regulations; and

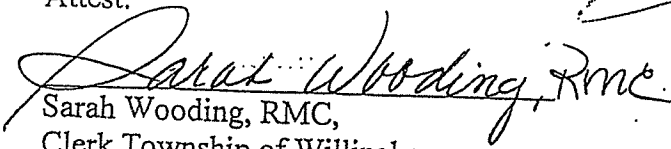
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BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant shall be deposited into a dedicated recycling trust fund to be used solely for the purposes of recycling.

Jacqueline Jennings, Mayor
Township of Willingboro

Attest:


Sarah Wooding, RMC,
Clerk Township of Willingboro

**CITY OF BEVERLY
COUNTY OF BURLINGTON**

RESOLUTION 2013-75

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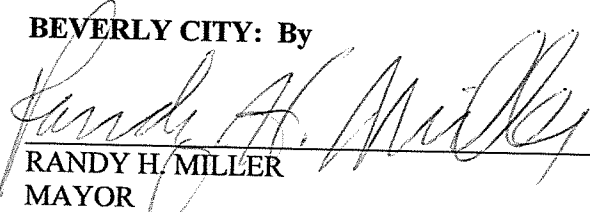
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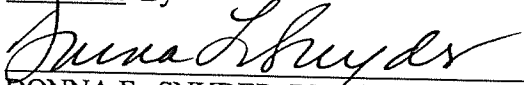
IN WITNESS WHEREOF, the parties hereto have set the hands of the proper public officials authorized to execute this Agreement on behalf of Willingboro Township and the City of Beverly as of the date and year first written above.

BEVERLY CITY: By



RANDY H. MILLER
MAYOR

ATTEST: By




DONNA F. SNYDER, RMC/CMR/CPM
MUNICIPAL CLERK

WILLINGBORO TOWNSHIP: By



JACQUELING JENNINGS
MAYOR

ATTEST: By



SARAH WOODING, RMC
MUNICIPAL CLERK

cc: Capt. Rand
Crystal
Beverly

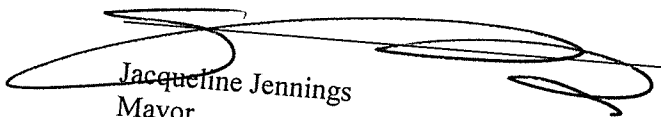
RESOLUTION 2013--62
AUTHORIZING AN SHARED SERVICE ANIMAL CONTROL AGREEMENT
BETWEEN WILLINGBORO TOWNSHIP AND BEVERLY CITY

WHEREAS, Beverly City has requested an shared service agreement with Willingboro Township for Animal Control Services; and

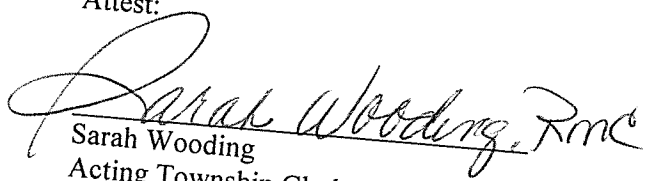
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an shared service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session the 16th day of April, 2013 that the Mayor and Clerk are hereby authorized to sign the attached Shared Services Agreement (March 26, 2013 through December 31, 2013).

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


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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CITY OF BEVERLY
COUNTY OF BURLINGTON

RESOLUTION 2013-80

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BEVERLY AUTHORIZING
A SHARED SERVICES AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND THE CITY
OF BEVERLY FOR ANIMAL CONTROL SERVICES FOR THE 2013 CALENDAR YEAR.

WHEREAS, Willingboro Township and the City of Beverly had entered into
a Shared Services Agreement for Willingboro Township to provide
Beverly City with Animal Control Services for the 2012 Calendar Year;
and,

WHEREAS, the City of Beverly and Willingboro Township desire to
continue said Shared Service for the 2013 Calendar Year;

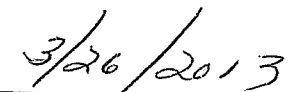
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of
Beverly at their meeting held on March 26, 2013 at 7PM at Beverly City
Hall that authorization is hereby given for the aforementioned Shared
Service to continue according to the attached Agreement for same for
the 2013 Calendar Year.

CERTIFICATION

I, Donna Snyder, RMC/CMR/CPM, Municipal Clerk of the City of Beverly,
County of Burlington, State of New Jersey do hereby certify this to be
a true and accurate copy of the Resolution approved by the Common
Council of the City of Beverly at their March 26, 2013 Meeting held at
7PM at Beverly City Hall.




DONNA SNYDER, RMC/CMR/CPM

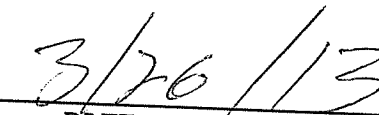


DATE

APPROVED:



RANDY H. MILLER



DATE

Inter-Local Agreement For the Provision of Animal Control services

This Agreement made this 26th day of March, 2013, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Rev Dr M.L. King Jr Drive, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and the City of Beverly, a Municipal Corporation with Principal offices at 446 Broad Street, Beverly City, New Jersey, hereinafter called "Beverly City," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Beverly City.

This Agreement shall be for a One (1) Year term commencing on January 1, 2013, and ending December 31, 2013. 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 Beverly City to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Rev Dr M.L. King Jr Drive, 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 Beverly City ordinances, and will assist in all Animal Cruelty cases when requested.

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

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Beverly City 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 Beverly City, the cost of required veterinarian care shall be the responsibility of Beverly City.

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:

Beverly City shall pay a fee of \$6000 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.

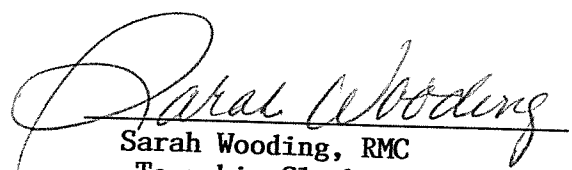
Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Beverly City, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly 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.

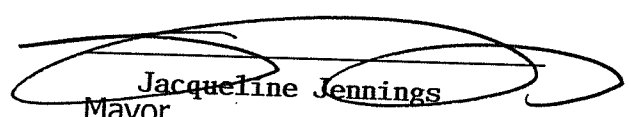
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

Attest:

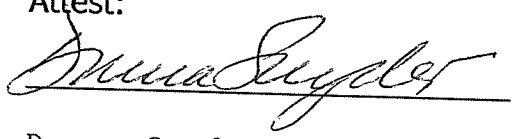
Township of Willingboro

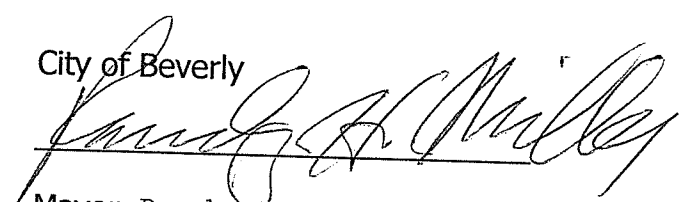

Sarah Wooding, RMC
Township Clerk


Jacqueline Jennings
Mayor

Attest:

City of Beverly


Donna Snyder, RMC/CMR/CPM
Municipal Clerk


Mayor Randy H. Miller
3/26/13

cc: Capt. Wendell
Crystal
Beverly City

RESOLUTION 2013--62

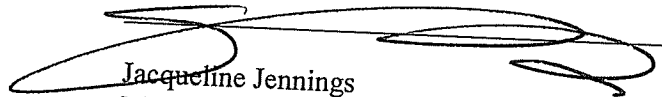
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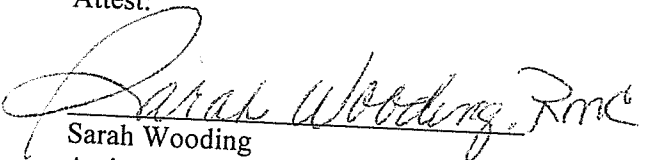
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an shared service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session the 16th day of April, 2013 that the Mayor and Clerk are hereby authorized to sign the attached Shared Services Agreement (March 26, 2013 through December 31, 2013).

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


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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

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

CITY OF BEVERLY
COUNTY OF BURLINGTON

RESOLUTION 2013-80

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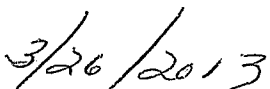
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County of Burlington, State of New Jersey do hereby certify this to be
a true and accurate copy of the Resolution approved by the Common
Council of the City of Beverly at their March 26, 2013 Meeting held at
7PM at Beverly City Hall.

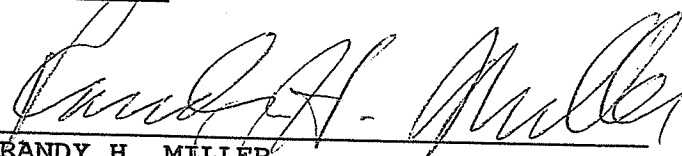


DONNA SNYDER, RMC/CMR/CPM

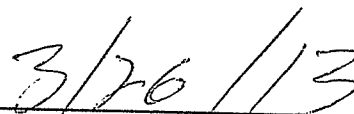


DATE

APPROVED:



RANDY H. MILLER



DATE

Inter-Local Agreement For the Provision of Animal Control services

This Agreement made this 26th day of March, 2013, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Rev Dr M.L. King Jr Drive, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and the City of Beverly, a Municipal Corporation with Principal offices at 446 Broad Street, Beverly City, New Jersey, hereinafter called "Beverly City," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Beverly City.

This Agreement shall be for a One (1) Year term commencing on January 1, 2013, and ending December 31, 2013. 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 Beverly City to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Rev Dr M.L. King Jr Drive, 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 Beverly City ordinances, and will assist in all Animal Cruelty cases when requested.

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

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Beverly City 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 Beverly City, the cost of required veterinarian care shall be the responsibility of Beverly City.

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:

Beverly City shall pay a fee of \$6000 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.

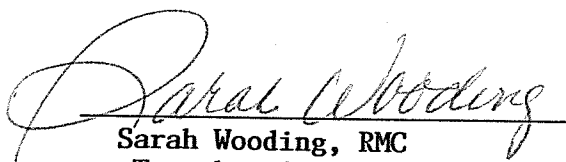
Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Beverly City, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly 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.

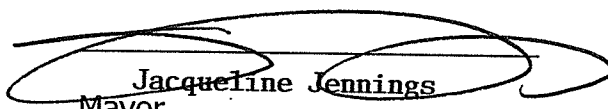
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

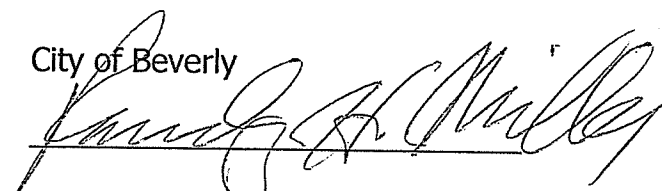

Sarah Wooding, RMC
Township Clerk


Jacqueline Jennings
Mayor

Attest:

City of Beverly


Donna Snyder, RMC/GMR/GPM
Municipal Clerk


Mayor Randy H. Miller
3/26/13

CITY OF BEVERLY
COUNTY OF BURLINGTON

RESOLUTION 2013-80

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BEVERLY AUTHORIZING
A SHARED SERVICES AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND THE CITY
OF BEVERLY FOR ANIMAL CONTROL SERVICES FOR THE 2013 CALENDAR YEAR.

WHEREAS, Willingboro Township and the City of Beverly had entered into
a Shared Services Agreement for Willingboro Township to provide
Beverly City with Animal Control Services for the 2012 Calendar Year;
and,

WHEREAS, the City of Beverly and Willingboro Township desire to
continue said Shared Service for the 2013 Calendar Year;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of
Beverly at their meeting held on March 26, 2013 at 7PM at Beverly City
Hall that authorization is hereby given for the aforementioned Shared
Service to continue according to the attached Agreement for same for
the 2013 Calendar Year.

CERTIFICATION

I, Donna Snyder, RMC/CMR/CPM, Municipal Clerk of the City of Beverly,
County of Burlington, State of New Jersey do hereby certify this to be
a true and accurate copy of the Resolution approved by the Common
Council of the City of Beverly at their March 26, 2013 Meeting held at
7PM at Beverly City Hall.

Donna Snyder
DONNA SNYDER, RMC/CMR/CPM

3/26/2013
DATE

APPROVED:

Randy H. Miller
RANDY H. MILLER

3/26/13
DATE

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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 Beverly City to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Rev Dr M.L. King Jr Drive, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint

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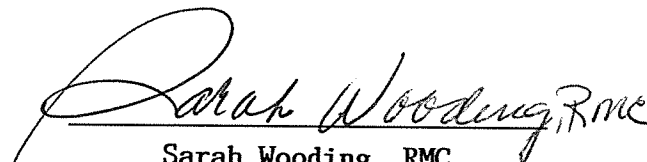
Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Beverly City, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly 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.

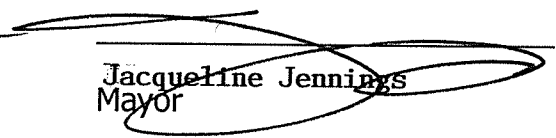
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

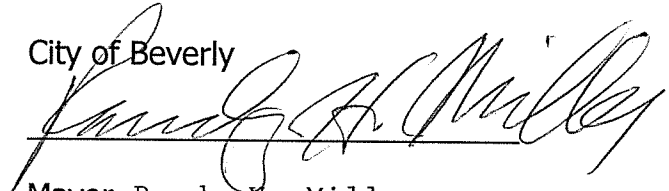

Sarah Wooding, RMC
Township Clerk


Jacqueline Jennings
Mayor

Attest:

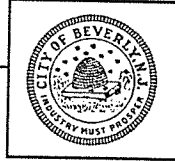
City of Beverly


Donna Snyder, RMC/CMR/CPM
Municipal Clerk


Mayor Randy H. Miller

3/26/13

CITY OF BEVERLY



Municipal Building
446 Broad Street
Beverly, New Jersey 08010

Telephone
(609) 387-1881
Fax
(609) 387-3558

March 27, 2013

RECEIVED

APR 1 2013

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, N.J. 08046

Ms. Sarah Wooding, RMC
Willingboro Township
One Dr. Martin Luther King, Jr. Drive
Willingboro, NJ 08046-2853

Re: 2013 Animal Control
Shared Services Agreement


Dear Sarah:

Attached for your Governing Body's review is the 2013 Animal Control Shared Services Agreement signed by Mayor Miller after Council approved Resolution 2013-80 authorizing same at their meeting on March 26, 2013. A copy of this Resolution is also attached for your files.

Please have a fully signed copy of this Agreement returned to me at your earliest convenience.

Thanks so much, and let me know if there's anything else you need in the interim.

Sincerely,



Donna F. Snyder, RMC/CMR/CPM

/dfs
Enclosure

RESOLUTION 2013—63

**RESOLUTION IN SUPPORT OF A PEDESTRIAN AND BICYCLE SAFETY STUDY
FOR THE ROUTE 130 HIGHWAY**

Whereas, in 1995 the Burlington County Board of Chosen Freeholders (Board) initiated the preparation of a strategic revitalization plan for the Route 130/Delaware River Corridor; and

Whereas, the twelve municipalities that make up the Corridor, including Beverly City, Burlington City, Burlington Township, Cinnaminson Township, Delanco Township, Delran Township Edgewater Park Township, Florence Township, Palmyra Borough, Riverside Township, Riverton Borough and Willingboro Township, participated in the planning process and adopted resolutions endorsing the Corridor plan; and

Whereas, the Board adopted a resolution endorsing the completed Corridor plan and submitted it to the New Jersey State Planning Commission (SPC) for endorsement in 1998; and

Whereas, the SPC endorsed the Corridor plan in 1998, recognizing the cooperative planning undertaken by the Corridor municipalities and the Board to prepare the plan and encouraging state resources to be directed to the Corridor for assistance in revitalizing the municipalities; and

Whereas, over the years, the Board and the Corridor municipalities have made much progress in revitalizing the Corridor and recognize that more work is needed to continue the implementation of the Corridor plan; and

Whereas, U.S. Highway Route 130 that traverses through the Corridor has been identified in a report prepared by Tri State Transportation Campaign as one of the most dangerous roads for pedestrian, due to ten fatalities from 2008 to 2010, in the State of New Jersey; and

Whereas, the Board and the twelve Corridor municipalities agree that there is a strong need to improve pedestrian safety along U.S. Highway Route 130 in the Corridor, which will contribute toward the continuing revitalization of and improvement of quality of life in the Corridor; and

NOW, THEREFORE, BE IT RESOLVED that Township Council of the Township of Willingboro hereby on this 16th day of April, 2013 in open public session the following efforts to improve pedestrian safety along U.S. Highway Route 130.

1. On behalf of the twelve Corridor municipalities, the Burlington County Board of Chosen Freeholders requests, in writing and supported by resolutions from the Corridor municipalities, the Delaware Valley Regional Planning Commission (DVRPC), which is the region's Metropolitan Planning Organization for planning and transportation, undertake a pedestrian and bicycle safety study for U.S. Highway Route 130 in the Corridor.
2. DVRPC engages the New Jersey Department of Transportation (NJDOT), Burlington County and the twelve Corridor municipalities in the preparation of the pedestrian and bicycle safety study for U.S. Highway Route 130.
3. DVRPC includes the recommendations for the pedestrian and bicycle safety study in the regional Transportation Improvement Plan in order for NJDOT to obtain federal funding to implement the recommendations for improving pedestrian and bicycle safety along U.S. Highway Route 130.



**RIVER ROUTE ADVISORY COMMITTEE
MEETING
March 25, 2013
6 p.m.
Edgewater Park Municipal Building**

AGENDA

WELCOME: Freeholder Director Joseph Donnelly

ELECTION OF CHAIRPERSON, VICE-CHAIRPERSON AND SECRETARY:
Mark Remsa, BCBC Economic Development & Regional Planning

DISCUSSION: Freeholder Director Joseph Donnelly

- **PEDESTRIAN SAFETY STUDY FOR ROUTE 130**
- **"SHOP BURLINGTON COUNTY FIRST" BUY LOCAL CAMPAIGN**
- **RIVER ROUTE PLANNING SUMMIT**

NEW BUSINESS/OPEN DISCUSSION:
Mark Remsa, BCBC Economic Development & Regional Planning

ADJOURNMENT: Freeholder Director Joseph Donnelly

Thank you to Edgewater Park Township for hosting the meeting and to Burlington County Bridge Commission for providing the pizza and soda.

Shop
BURLINGTON
COUNTY *first*

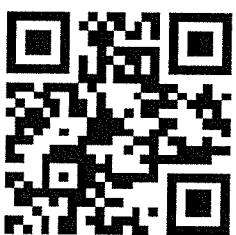


Burlington County Bucks Card accepted here!

Let's keep Burlington County strong and growing!

NEW "BUY LOCAL" INITIATIVE

Shop
BURLINGTON
COUNTY *first*



Shop Burlington County first and support local!

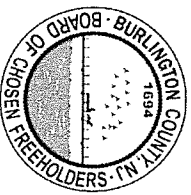
TO KEEP BURLINGTON COUNTY'S ECONOMY STRONG AND GROWING

Shop Burlington County First



Additional county products and services

A “Buy Local” Shared Service Initiative of:



Burlington County Board of Chosen Freeholders



Burlington County Bridge Commission



Burlington County Chamber of Commerce
The Voice of Business

Burlington County Chamber of Commerce

Shop Burlington County First



Burlington County, NJ 08003-1000

MISSION STATEMENT:

Create an ongoing, coordinated countywide

“Buy Local” campaign to:

- Support in-county businesses
- Promote downtowns and business districts
- Strengthen the local economy
- Improve conditions for hiring employees

Shop Burlington County First

INITIATIVE GOALS:

- Support existing business as a business-development and retention strategy
- Attract new businesses and investments to Burlington County
- Build a partnership of Coordinating Partners (BCBCF, BCBC & BCCC) and Local Partners (local business organizations, local chambers of commerce, municipal economic development committees, etc.)



Shop Burlington County First and logo are trademarks of the County of Burlington.

Shop Burlington County First

PARTICIPATION CRITERIA FOR LOCAL PARTNERS:

- Established formal organizational structure
- Point-of-contact/Go-to person
- Existing website
- Established email address
- Demonstrated financial capacity
- Demonstrated willingness to participate in and and carry out initiative



Shop Burlington County First is not affiliated with...

Shop Burlington County First

PHASES OF INITIATIVE :

1ST Phase – Startup and Rollout

2nd Phase – “Burlington County Bucks”
Gift Card

3rd Phase – Consumer Rewards
(loyalty) Program



Shop Burlington County First



1st PHASE – STARTUP:

Prepare inventory of potential Local Partners	✓
Hold informational sessions with Local Partners to build partnership	ongoing
Develop logo & slogan	✓
Develop website & marketing collateral	ongoing

Shop Burlington County First



Shop
BURLINGTON
COUNTY *first*

Intelligent means better and more productive.

1st PHASE – PUBLIC ROLLOUT:

Press Release announcing rollout	future
Website (www.shopburlingtoncounty.com)	ongoing
3 Initial events (north, central, south); add more as warranted	future
Publications/media, notices in buildings/facilities, public access TV (Coordinating Partners & Local Partners)	future

Shop Burlington County First

WEBSITE TO PROVIDE:

- Benefits of buying local
- How “Buy Local” works
- Invitation to consumers/residents to pledge to “Buy Local”
- Directory of “Buy Local” businesses
- Business kit for businesses to promote the program
- Special Offers and Events
- Burlington County Bucks Gift Card (2nd phase)
- Loyalty (Rewards) Program (3rd phase)



Shop Burlington County First



2ND PHASE – GIFT CARDS:

- Good for purchases at participating businesses
- Promotional tool to drive customers to local businesses:
 - Brand and market initiative
 - “In the door” for specials
 - “Back in the door” for repeat customers
 - “Keep coming back” for loyal customers
- Program managed by Burlington County Chamber of Commerce

Shop Burlington County First

3RD PHASE – LOYALTY CARDS:

- Participating businesses customize their own loyalty (rewards) program, using high-tech equipment and software that is usually available only to large companies
- Program is optional for participating businesses
- Program oversight by Burlington County Chamber of Commerce





TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX

1 Rev. Dr. M.L. King, Jr. Dr.

Willingboro, New Jersey 08046

(609) 877-2200 FAX (609) 877-1278

May 8, 2013

Mark A. Remsa
1900 Briggs Road
Mt. Laurel, New Jersey 08054

Re: Resolution 2013—63

Mr. Remsa:

As per your email request enclosed is a copy of Resolution 2013—63 that was adopted at the April 16, 2013 Willingboro Township Council meeting supporting the safety study along Route 130.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Encl.

/saw

Sarah Wooding

From: Mark Remsa <mremsa@bcbridges.org>
Sent: Tuesday, May 07, 2013 2:19 PM
To: Joanne Diggs
Cc: 'Sarah Wooding'
Subject: RE: Resolution of support for pedestrian safety study along Rt. 130

Joanne,

That is terrific. I see you copied Sarah.

Sarah,

Please send a copy to me. You may send an electronic copy via email. Or if you like, you may send a hardcopy to my attention at 1900 Briggs Road, Mount Laurel, NJ 08054.

Thank you.

Mark

Mark A. Remsa
Director
Economic Development &
Regional Planning
Burlington County Bridge Commission

Phone: 609 265-5090
FAX: 609 265-5006

Mailing Address:
P.O. Box 6
Palmyra, N.J. 08065-1090

Physical Address:
1900 Briggs Road
Mount Laurel, N.J. 08054

"Pons ascendit, pontem descendat"

>>> "Joanne Diggs" <jdiggs@willingboronj.gov> 5/6/2013 4:24 PM >>>

Hi Mark,

Per Township Clerk, Sarah Wooding, the resolution was passed by Township Council on April 16, 2013.

Joanne

From: Mark Remsa [<mailto:mremsa@bcbridges.org>]
Sent: Monday, May 06, 2013 3:19 PM

To: jdiggs@willingboronj.gov

Subject: Resolution of support for pedestrian safety study along Rt. 130

Joanne,

It was a pleasure speaking to you today. I am attaching the resolution for the subject matter.

Thanks for looking into this.

Please don't hesitate to call me should you have any questions.

Mark

Notice: This e-mail message and any attachment to this email message from the Burlington County Bridge Commission contain information that may be privileged, confidential, or proprietary and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient, you must not review, copy, transmit, convert to hard copy, use or otherwise disseminate this e-mail intentionally or unintentionally. If you received this message in error, please immediately notify us by return e-mail or by telephone at 856-829-1900 and delete this message. Please note that if this e-mail message contains a forwarded message or any attachments they may not have been produced by the Burlington County Bridge Commission.

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cc: Linda
Watter
Rich

RESOLUTION NO. 2013-64

RESOLUTION FOR MEMBER PARTICIPATION IN A COOPERATIVE PRICING SYSTEM

**RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO,
BURLINGTON COUNTY, TO ENTER INTO A
COOPERATIVE PRICING AGREEMENT WITH
GSA Cooperative Purchasing Program, GSA Advantage, and GSA library**

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

Whereas, the GSA Cooperative Purchasing Program, GSA Advantage, and GSA e-Library herein referred to as the 'Lead Agency' has offered voluntary participation in Cooperative Pricing System for the purchase of goods and services; and

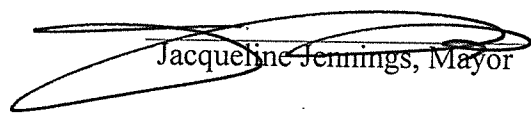
Whereas, the Township Council of the Township of Willingboro, of the County of Burlington, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services; and

Whereas, GSA Cooperative Purchasing Program, GSA Advantage, and GSA e-Library shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40AS:11-1 et. seq. and N.J.A.C. 17:12:12-2.3 et. seq.) and all other provisions of the revised statues of the State of New Jersey; and

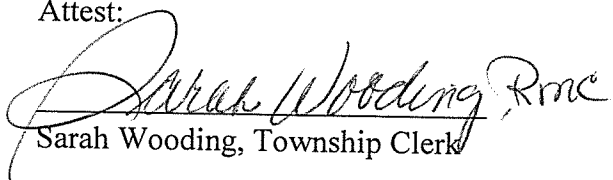
Whereas, the Township Council of the Township of Willingboro has determined that participation in a Cooperate Pricing System is in the best interest of Willingboro Township.

Now, Therefore, Be It Resolved, the Township Council of the Township of Willingboro in open public session on 16th day of April, 2013 hereby authorizes the Mayor and Clerk to enter into a Cooperative Pricing Agreement with the Lead Agency, known as GSA Cooperative Purchasing Program, GSA Advantage, and GSA e-Library.

Township of Willingboro


Jacqueline Jennings, Mayor

Attest:


Sarah Wooding, Township Clerk

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

4/19/13

Pls. file this
w/ Resol. 2013-64

Sarah Wooding

From: Linda Berger <lberger@willingboronj.gov>
Sent: Friday, April 19, 2013 9:52 AM
To: 'Sarah Wooding'; jjennings@willingboronj.gov
Cc: Joanne Diggs; Walter Howard
Subject: WIndstream Contacts

FYI

Sarah, Ms. Jennings;

Ms. Diggs asked me to bring you up to date. Paetec is now WIndstream. We have received quotes for local, long distance and internet service from WIndstream and found them to be the best solution to our needs Township wide. They are also associated with the GSA contracts available to State and Local Governments for which we now have the resolution joining the Cooperative.

WIndstream representatives will be dropping off the contracts for signature at 2:30 pm today and would require Ms. Jennings signature as quickly as possible as the project will take some time to convert and we are anxious to begin.

Linda Berger, QPA, RPPC

*NJ State Qualified Purchasing Agent
Registered Public Purchasing Official
Willingboro Township
1 Rev. Dr. M. L. King Jr. Drive
Willingboro, N.J. 08046-2853*



609-877-2200 x 1052
Fax 609-877-0953
lberger@willingboronj.gov

65A

Original given to *Carise* 4/22/13

Opportunity # 688770, Quote # 885732

SERVICE AGREEMENT



600 Willow Brook Office Park
Fairport, NY 14450

The term of this Agreement is for 36 months ("Term"). Customer agrees to a Minimum Monthly Fee of \$8,422.29. All services provided are subject to the terms and conditions below and on the attached Rate Schedule(s).

CUSTOMER INFORMATION

Customer Name: WILLINGBORO TOWNSHIP

Service Address: see attached service location summary

Billing Address: 1 SALEM RD, WILLINGBORO, NJ 08046-2853

Contact Name: CARISE MEISEL Contact Phone: 609-877-2200 x1050 Contact Fax: 609-877-0953

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

SERVICES BEING PROVIDED BY PAETEC TO CUSTOMER

Access Loop	Switched 1+
VPN	Internet
Trunks	Network Firewall
Hosted Email Security	Advanced Application Reporting
Advantage Business Lines	

done

THIS AGREEMENT ("Agreement") is made and entered into as of 4/22/2013 ("Effective Date") by and between WILLINGBORO TOWNSHIP ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

- Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.
- Charges for Services; Billing and Payment; Credits.** Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing will round up to the next cent. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. Company reserves the right to increase or decrease monthly recurring charges ("mrcs") on at least 30 days' notice and other rates at any time. For Company's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is without Services. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Company reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.
- Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.
- Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
- Credit and Deposits.** Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer.

Customer Initials *CM*

- Location; Moves. Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves. **Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.
8. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.
9. **Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.
10. **Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf PRIOR TO USING THE RELEVANT SERVICES.** Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.
11. **American Recovery and Reinvestment Act (ARRA).** Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.
12. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://www2.windstream.net/customer-support/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.
13. **Termination.** Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

of Termination.

Pre-Installation- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) in lieu of the charges set forth in 14(b) below for post-installation cancellations.

- Post-Installation-** CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY TO INITIATE OR TERMINATE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal does not include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.
15. **Limitation of Liability and Indemnity.** FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.
16. **Disclaimer of Warranties.** SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S requirements OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
17. **Emergency. Critical Lines.** CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.
18. **Confidentiality.** Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.
19. **Telephone Numbers.** In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.
20. **Miscellaneous.** (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. **CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES;** (b) Applicable Law: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to that state's conflict of laws principles. (c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent. Any attempted assignment in violation of this provision is void; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 14 through 20 of this Agreement survive after this Agreement ends; (i) Handwritten Changes: Handwritten changes are not binding on either party; (j) Use of Products in U.S. Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

SPECIFIC PROVISIONS:

Dynamic IP Services only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Company Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Company harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Company's dynamic IP service.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Company the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Company and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

For Private IP VPN Services only:

Encryption. For the IPsec Private IP-VPN Managed solution, Company shall provision and maintain the IPsec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

Accepted By Customer

Authorized by PAETEC, a Windstream company

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Jacqueline Jennings

Mayor

4/22/2013

This offer is voidable by PAETEC if not signed and returned to PAETEC by the 17th day of July, 2013.

[Handwritten Signature]


ADDITIONAL TERMS SCHEDULE

Opportunity # 688770, Quote # 885732

On to the terms and conditions contained in the Service Agreement ("Agreement") between PAETEC ("PAETEC") and WILLINGBORO, NEW JERSEY ("Customer") and all other schedules thereto, the following terms and conditions apply. These Additional Terms shall take precedence over any conflicting provision of the Agreement, including any conflicting provisions contained on the first page of the Agreement or any conflicting provisions contained in the Standard Terms and Conditions ("Standard Terms") or any other Agreement schedule, including those referenced on the PAETEC website.

1. **Time to Pay.** Section 2 of the Standard Terms is revised to provide that Customer's invoice shall be due and payable 60 days from invoice date.

The individual signing the Agreement on behalf of Customer is duly authorized to do so.

<u>Accepted By Customer</u>	<u>Authorized by PAETEC, a Windstream company</u>
Signature: 	Signature: _____
Printed Name: <u>JACQUELINE JENNINGS</u>	Printed Name: _____
Title: <u>Mayor</u>	Title: _____
Date: <u>4/22/2013</u>	Date: _____



SERVICE LOCATION SUMMARY

Service Location Listing - Monthly Recurring Charges

Primary Billing Account WILLINGBORO TOWNSHIP, #4827528

Quote # 885732

PAETEC Representative Banks, Allison Kay

Rep ID 299669

Location Name & Service Address	Access	Voice	Data	Value Added Services	Total
WILLINGBORO TOWNSHIP 1 SALEM RD, WILLINGBORO, NJ 08046-2853	\$1,198.43	\$1,247.52	\$1,631.80	\$15.00	\$4,092.75
WILLINGBORO TOWNSHIP - 25 Industrial Way 25 INDUSTRIAL DR, WILLINGBORO, NJ 08046	\$719.69	\$82.56	\$400.60		\$1,202.85
WILLINGBORO TOWNSHIP - 429 John F. Kennedy Way 429 JOHN F KENNEDY WAY, WILLINGBORO, NJ 08046-2118	\$719.69	\$82.56	\$400.60		\$1,202.85
WILLINGBORO TOWNSHIP - 398 Charleston Rd 398 CHARLESTON RD, WILLINGBORO, NJ 08046-1660	\$719.69	\$165.12	\$400.60		\$1,285.41
WILLINGBORO TOWNSHIP - Firehouse 2 603 BEVERLY RANOCAS RD, WILLINGBORO, NJ 08046-3735	\$300.00		\$154.68		\$454.68
Total	\$3,657.50	\$1,577.76	\$2,988.28	\$15.00	\$8,238.54

The information set forth on this Service Location Listing sets forth the total Monthly Recurring Charge(s) ("MRC") for each Service Location covered under the Agreement. For the breakdown of MRC charges for each Service Location, along with site specific Usage Fees and Non-Recurring Fee(s) ("NRC"), please refer to the site specific Rate Schedule for each Service Location. By signing below, Customer acknowledges that it has received and reviewed the site specific Rate Schedule(s) to the Agreement, and agrees to the information set forth therein.

The individual signing the Agreement on behalf of Customer is duly authorized to do so.

<p><u>Accepted By Customer</u></p> <p>Signature: _____</p> <p>Printed Name: <u>JACQUELINE JENNINGS</u></p> <p>Title: <u>Mayor</u></p> <p>Date: <u>4/22/2013</u></p>	<p><u>Authorized by PAETEC, a Windstream company</u></p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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RATE SCHEDULE



Customer Name			
Customer Name	WILLINGBORO TOWNSHIP	EAN (Account Number)	4235178
Install Street Address	1 SALEM RD	City, State, Zip	WILLINGBORO, NJ, 08046-2853
Opportunity ID	688770	Proposal / Quote ID	885732
Contract Term	36		

Bundled Services	Total Qty	Price/Unit	Total Price
Ethernet Internet Bundle			
Bandwidth	Mbps	--	--
Transport Ethernet	1	--	--
Total Services			\$1,198.43

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$0.00	\$0.00
Advanced Application Reporting				
Advanced Application Reporting Charge	--	1	\$15.00	\$15.00
Advantage Business Lines				
Advantage Business Lines Charge	--	43	\$19.64	\$844.52
FSLC *	--	43	\$1.00	\$43.00
Hosted Email Security				
Hosted Email Security - 150 Users Charge	--	1	\$150.00	\$150.00
Internet				
Advanced Managed Router Charge	--	1	\$35.00	\$35.00
Dedicated Ethernet (50Mb) Charge	--	1	\$750.00	\$750.00
FSLC - Data Charge	--	30	\$6.56	\$196.80
Quality of Service	--	1	\$0.00	\$0.00
Network Firewall				
Network Firewall PAETEC Managed 25.5 Mb Charge	--	1	\$500.00	\$500.00
Trunks				
20 DID Station Numbers *	--	8	\$8.00	\$64.00
Caller ID - Number + Name Charge	--	1	\$0.00	\$0.00
FSLC Charge *	--	5	\$9.20	\$46.00
PRI Trunk Port	--	1	\$250.00	\$250.00
Total Features				\$2,894.32

Usage Rates	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges	0.0240 ¹		6 sec	6 sec	2 digit †
In State Long Distance Charges	0.0240 ¹		6 sec	6 sec	2 digit †
Out of State Long Distance Charges	0.0240 ¹		6 sec	6 sec	2 digit †
Local Measured Service Charges	0.0100 ¹				

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$0.00	\$0.00
Access Loop				
Special Construction Install Charge	--	1	\$0.00	\$0.00
Local Loop Install Charge	--	1	\$0.00	\$0.00
Advanced Application Reporting				
Advanced Application Reporting Installation Charge	--	1	\$50.00	\$50.00
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
Internet				
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Data Installation Charge	--	1	\$0.00	\$0.00
Network Firewall				
Network Security Install Charge	--	1	\$0.00	\$0.00
Trunks				
PRI Trunk Port	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$50.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$4,092.75
Total Non-Recurring Charges	\$50.00

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal. If this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location and the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent). For existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal. In the event Customer requests after-hours work be done to redesign, reconfigure, or otherwise alter or install new services and Company incurs LEC charges, Company will pass such charges on to Customer, and Customer shall be responsible for the charges.

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

⌞ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Customer Name			
Customer Name	WILLINGBORO TOWNSHIP - 25 Industrial Way	EAN (Account Number)	4412166
Install Street Address	25 INDUSTRIAL DR	City, State, Zip	WILLINGBORO, NJ, 08046
Opportunity ID	688770	Proposal / Quote ID	885732
Contract Term	36		

Bundled Services	Total Qty	Price/Unit	Total Price
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Ethernet Internet Bundle

Bandwidth	Mbps	--	--
Transport Ethernet	1	--	--
Total Services			\$719.69

	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Advantage Business Lines Charge ^{LL}	--	4	\$19.64	\$78.56
FSLC *	--	4	\$1.00	\$4.00
Internet				
Advanced Managed Router Charge	--	1	\$35.00	\$35.00
Dedicated Ethernet (10Mb) Charge	--	1	\$300.00	\$300.00
FSLC - Data Charge	--	10	\$6.56	\$65.60
Quality of Service	--	1	\$0.00	\$0.00
Total Features				\$483.16

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	\$0.00	\$0.00
Local Loop Install Charge	--	1	\$0.00	\$0.00
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
Internet				
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Data Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$1,202.85
Total Non-Recurring Charges	\$0.00

^{LL} Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	WILLINGBORO TOWNSHIP - 429 John F. Kennedy Way	EAN (Account Number)	4412167
Install Street Address	429 JOHN F KENNEDY WAY	City, State, Zip	WILLINGBORO, NJ, 08046-2118
Opportunity ID	688770	Proposal / Quote ID	885732
Contract Term	36		

Bundled Services	Total Qty	Price/Unit	Total Price
Ethernet Internet Bundle			
Bandwidth	Mbps	--	--
Transport Ethernet	1	--	--
Total Services			\$719.69

	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Advantage Business Lines Charge [⌚]	--	4	\$19.64	\$78.56
FSLC *	--	4	\$1.00	\$4.00
Internet				
Advanced Managed Router Charge	--	1	\$35.00	\$35.00
Dedicated Ethernet (10Mb) Charge	--	1	\$300.00	\$300.00
FSLC - Data Charge	--	10	\$6.56	\$65.60
Quality of Service	--	1	\$0.00	\$0.00
Total Features				\$483.16

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	\$0.00	\$0.00
Local Loop Install Charge	--	1	\$0.00	\$0.00
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
Internet				
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Data Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$1,202.85
Total Non-Recurring Charges	\$0.00

[⌚] Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	WILLINGBORO TOWNSHIP - 398 Charleston Rd	EAN (Account Number)	4430962
Install Street Address	398 CHARLESTON RD	City, State, Zip	WILLINGBORO, NJ, 08046-1660
Opportunity ID	688770	Proposal / Quote ID	885732
Contract Term	36		

Bundled Services	Total Qty	Price/Unit	Total Price
Ethernet/Internet Bundle			
Bandwidth	Mbps	--	--
Transport Ethernet	1	--	--
Total Services			\$719.69

	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Advantage Business Lines Charge [⌚]	--	8	\$19.64	\$157.12
FSLC *	--	8	\$1.00	\$8.00
Internet				
Advanced Managed Router Charge	--	1	\$35.00	\$35.00
Dedicated Ethernet (10Mb) Charge	--	1	\$300.00	\$300.00
FSLC - Data Charge	--	10	\$6.56	\$65.60
Quality of Service	--	1	\$0.00	\$0.00
Total Features				\$565.72

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	\$0.00	\$0.00
Local Loop Install Charge	--	1	\$0.00	\$0.00
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
Internet				
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Data Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$1,285.41
Total Non-Recurring Charges	\$0.00

Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tarified rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	WILLINGBORO TOWNSHIP - Firehouse 2	EAN (Account Number)	5409639
Install Street Address	603 BEVERLY RANOCAS RD	City, State, Zip	WILLINGBORO, NJ, 08046-3735
Opportunity ID	688770	Proposal / Quote ID	885732
Contract Term	36		

Bundled Services	Total Qty	Price/Unit	Total Price
MPLS VPN Bundle			
Bandwidth	1.5 Mbps	--	--
Transport T1	1	--	--
MPLS VPN	Yes	--	--
Total Services			\$400.00

	Included	Total Qty	Price/Unit	Total Price
VPN				
Advanced Managed Router Charge	--	1	\$35.00	\$35.00
FSLC - Data Charge	--	3	\$6.56	\$19.68
Quality of Service Charge	--	1	\$0.00	\$0.00
Total Features				\$54.68

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$0.00	\$0.00
VPN				
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Data Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$454.68
Total Non-Recurring Charges	\$0.00



APPLICATION FOR CREDIT

Representative: Banks, Allison Kay
Representative Phone: 856-380-7229

Customer Name: WILLINGBORO TOWNSHIP	Tax Exempt Status: <u>EXEMPT</u>
Federal Tax ID or SS Number:	EMR: \$8,522.62
Billing Address: 1 REV DR M.L.KING, JR. DRIVE	Years In Operation: <u>30+</u>
City: WILLINGBORO	Number Of Employees: <u>400+</u>
State: NJ Zip: 08046-2853	Business Structure: <u>MUNICIPAL</u>
Nature Of Business: <u>GOVERNMENT</u>	

Company Name: <u>WILLINGBORO TOWNSHIP</u>
Address: <u>1 REV DR M.L.KING, JR. DRIVE</u>
City: <u>WILLINGBORO</u> State: <u>NJ</u> Zip: <u>08046-2853</u>

Contact Name: <u>WALTER HOWARD</u>	AP Contact Name: <u>PERISE MEISER</u>
Contact Phone: <u>609-877-2200 x 1014</u>	AP Contact Phone: <u>609-877-2200 x 1050</u>
Contact Fax: <u>609-589-7978</u>	AP Contact Fax: <u>609-877-0953</u>
Contact Email: <u>whoward@willingboronj.gov</u>	AP Contact Email: <u>lmeisel@willingboronj.gov</u>
Principal/Partner/Officer Full Name: <u>-</u>	Title: <u>clerk - IT - purchasing</u>

Bank Name: <u>Beneficial Bank</u>	Bank Contact Name:
Address: <u>RT 541 + 3 SUNSET RD</u>	Bank Contact Phone: <u>609-589-1333</u>
City: <u>BURLINGTON</u>	Bank Contact Fax: <u>609-386-3118</u>
State: <u>New Jersey</u>	Account Number: <u>9500056123</u>
Zip: <u>08016</u>	

Vendor	Account Number	Phone	Fax	Contact
1. _____	_____	_____	_____	_____
Address: _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
Address: _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
Address: _____	_____	_____	_____	_____
Current Local Telco: _____	Current LD Carrier: _____	_____	_____	_____

<p>Authorization</p> <p>I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize PAETEC, a Windstream company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.</p>	<p>Accepted By Customer</p> <p>Signature: <u>Linda Berger</u></p> <p>Printed Name: <u>LINDA BERGER</u></p> <p>Title: <u>QUALIFIED PURCHASING AGENT</u></p> <p>Date: <u>April 19, 2013</u></p>
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PAETEC COMMUNICATIONS, INC. LETTER OF AUTHORIZATION

I am the Customer of Record or the Authorized Representative responsible for payment for each of the telephone numbers listed herein. I appoint PAETEC Communications, Inc., on behalf of itself and its affiliates* ("PAETEC") a Windstream company to act as my agent for the purpose of collecting account information (including service records and equipment listings) and implementing the change(s) authorized on this document and to investigate my credit history to the full extent permitted by applicable law. I understand that I may only select one local exchange carrier and one primary interexchange carrier for any one telephone number for the services selected below. Further, I understand that my current local exchange provider may charge a per-line fee for changing long distance carriers. Other charges for switching local exchange carriers may apply.

When accompanied by a signed service agreement, I authorize PAETEC to act as my agent for the purposes of coordinating, ordering, and/or converting of the specific telecommunications service(s) that my existing telecommunications carrier(s) provide to me. I hereby authorize the change of my telecommunications carrier(s) from that/those which I am currently using to PAETEC for each of the service types that I have designated below and in my service agreement. This includes without limitation the removal, addition, rearrangement or conversion of those telecommunications services to PAETEC. I acknowledge that I must not cancel service with my current provider until the port process to PAETEC is complete. To the extent I have any duplication of service with my current provider, I understand that I am responsible for canceling such service with my current provider upon completion of service activation with PAETEC.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS ("BTNs and all associated telephone numbers") IN TABLE 2 BELOW OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA; THEN MARK EITHER TABLE 1 OR COMPLETE THE REMAINDER OF THE BLOCKS IN TABLE 2.

I hereby select PAETEC as my primary provider of:

(1) ALL of the services selected in Table 1 below for all the BTNs listed in Table 2 below:

Table 1

Local Service	IntraLata Toll Service	In-State Long Distance	Domestic Long Distance	International
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

(2) on a per line basis, only the selected services for the following BTNs:

Table 2

BTN (Billed Telephone Number) (use additional sheets for more BTNs)	Local Service	IntraLata Toll Service	In-State Long Distance	Domestic Long Distance	International
<i>see attached list</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY THE CUSTOMER.

Authorized Customer Signature: Date: 4/22/2013

Customer Name: WILLINGBORO TOWNSHIP Telephone Number: 609-877-2200

Customer Address: 1 SALEM RD - Rv. Dr. ML King Jr Drive Federal Tax ID Number: 21-6007381

City, State, Zip: WILLINGBORO, NJ 08046-2853 D.B.A (if applicable): _____

*for the following Windstream companies: US LEC CORP. d/b/a PAETEC Business Services; US LEC COMMUNICATIONS L.L.C.. d/b/a PAETEC Business Services; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF FLORIDA LLC d/b/a PAETEC Business Services; US LEC OF GEORGIA LLC d/b/a PAETEC Business Services; US LEC OF MARYLAND LLC d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA L.L.C. d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA L.L.C. d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA L.L.C. d/b/a PAETEC Business Services; US LEC OF TENNESSEE L.L.C. d/b/a PAETEC Business Services; US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services, PAETEC Communications of Virginia, Inc., McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services and McLeodUSA Information Services, L.L.C.; Intellifiber Networks, Inc.; Cavalier Telephone L.L.C. d/b/a PAETEC Business Services; Cavalier Telephone Mid-Atlantic L.L.C. d/b/a PATEC Business Services; Talk America, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Talk America of Virginia, Inc., d/b/a Cavalier Telephone and PAETEC Business Services; LDMI Telecommunications, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Network Telephone Corporation d/b/a PAETEC Business Services; The Other Phone Company, Inc d/b/a PAETEC Business Services.

Resolution No. 2013-65

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
THE SALE OF 47 HILLCREST LANE, LOT 15 BLOCK 626, WILLINGBORO,
AND EXECUTION OF DOCUMENTS NECESSARY TO CONVEY THIS
NEIGHBORHOOD STABILIZATION PROGRAM PROPERTY**

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

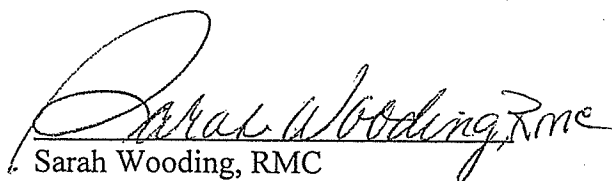
WHEREAS, it is in the best interest of the Township the goals of the NSP to sell each of the properties to NSP eligible purchasers in a timely manner; and

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

WHEREAS, the property at 47 Hillcrest Lane Willingboro, New Jersey 08046, Lot 15, Block 626 has been offered and accepted for sale at the price of \$101,500.00, in accordance with the NSP rules; and

NOW THEREFORE BE IT RESOLVED, in open public session on this 16th day of April 2013 that the Township Council of the Township of Willingboro hereby authorizes the Mayor to execute all documents on behalf of the Township at the closing, in accordance with the NSP grant program.

Attest:


Sarah Wooding, RMC
Township Clerk


Jacqueline Jennings, Mayor

RESOLUTION NO. 2013--66
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 16th 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 4 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.

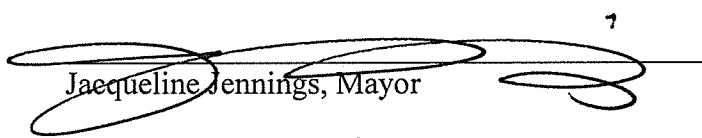
cc: DLBS.


RESOLUTION NO. 2013--67

**APPROVING THE ADOPTION OF THE
2013 BUDGET AS INTRODUCED**

WHEREAS, Public Hearing were held on the introduced budget April 16, 2013,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 16th day of April 2013,
that the 2013, Willingboro Township Budget is adopted as introduced.


Jacqueline Jennings, Mayor

Attest:

Sarah Wooding, RMC
Township Clerk

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

cc: Rev
Landberg

Resolution No. 2013-68

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING CHANGE ORDER #1 FINAL FOR
REMOVAL AND REPLACEMENT OF STORM INLETS & CATCH BASINS
(PHASE III)**

WHEREAS, on or about September 4, 2012, the Township Council of the Township of Willingboro entered into a contract with Landberg Construction LLC, 466 Clarkstown Road, Mays Landing, New Jersey 08330, for the removal and replacement of Storm Inlets & Catch Basins (Phase III), pursuant to the Local Public Contracts Law, N.J.S.A. 40:11-1, et seq.; and

WHEREAS, the original contract amount was for \$289,232.25; and

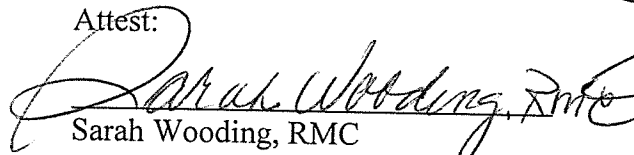
WHEREAS, the Township Engineer has reviewed and approved Change Order No. 1 reflecting a reduction of \$37,351.95, resulting in a total amended and final contract amount of \$251,880.30; and

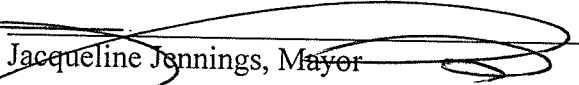
WHEREAS, Township Council has reviewed the Engineer's recommendation for the Change Order #1 Final, representing the final adjustment of as built quantities and contract costs for this project.

NOW THEREFORE, BE IT RESOLVED that in open public session on this 7th day of May 2013 that the Township Council of the Township of Willingboro hereby accepts Change Order #1 Final for the Removal and Replacement of Storm Inlets & Catch Basins (Phase III) and adjusts the contract amount for this project to a Total Amended/Final Contract \$251,880.30.

BE IT FURTHER RESOLVED, THAT a copy of this Resolution shall be provided to the Township Engineer, Finance director, and Landberg Construction, LLC.

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.

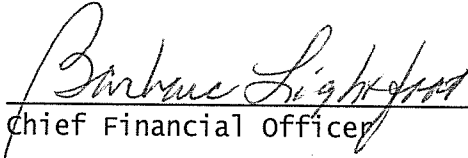
Resolution Date: 05/07/13
Resolution Number: 2013-68

Vendor: LANDBERG CONSTRUCTION LLC
466 CLARKSTOWN ROAD
MAYS LANDING, NJ 08330

Contract: C2-00011 LANDBERG-STORM INLET,CATCH BAS

Account Number	Amount	Department Description
C-04-55-910-000-008	37,351.95-	2010 CAPITAL ORDINANCE
Total	37,351.95-	

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

Sarah

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

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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
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(732) 505-8416 (fax)

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(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
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(302) 266-6208 (fax)

Remington, Vernick & Arango Engineers

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

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

April 24, 2013

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

Re: **Township of Willingboro
Removal & Replacement of Storm Inlets & Catch Basins (Phase III)
Change Order No. 1 Final
RVA #0338-T-112**

Dear Ms. Diggs:

Attached, please find Change Order #1 Final representing the final adjustment of as-built quantities and contract costs for the above referenced project. For your convenience, these items are summarized below:

• Original Contract Amount:	\$289,232.25
• Change Order No. 1 Final	- \$ 37,351.95


Total Amended / Final Contract Amount: \$251,880.30

X Please have the Clerk's Office prepare a Resolution for Council approval which adjusts the contract amount for this project.

Upon passage of the Resolution, please return to our Cinnaminson office for further processing.

If you should have any questions, please contact Hasson Shipman at our Cinnaminson office at 856-303-1245.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS


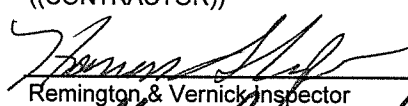
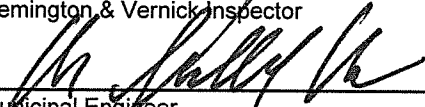


K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager

Enclosure(s)

cc: Richard Brevogel, Director of Public Works
Sarah Wooding, Twp. Clerk
Ray Longmore, RVA
Hasson Shipman, RVA
Landberg Construction, LLC

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>PRICE</u>	<u>AMOUNT</u>
SUPPLEMENTALS					
				\$0.00	\$0.00
				\$0.00	\$0.00
					<u>\$0.00</u>
	ORIGINAL CONTRACT AMOUNT				<u>\$289,232.25</u>
	+ SUPPLEMENTAL				<u>\$0.00</u>
	+ EXTRA				<u>\$0.00</u>
	- REDUCTION				<u>(\$37,351.95)</u>
	ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1				<u>\$251,880.30</u>

ACCEPTED BY:

	4/23/13
_____ ((CONTRACTOR))	Date
	4/24/13
_____ Remington & Vernick Inspector	Date
	4/24/13
_____ Municipal Engineer	Date
	4/24/13
_____ Remington & Vernick Engineer	Date
_____ ((TOWNSHIP))	Date

APPROVED BY:


REMINGTON, VERNICK & ARANGO ENGINEERS
CHANGE ORDER #1 FINAL
CONTRACTOR:

Landberg Construction LLC
P.O. Box 280
Mays Landing, NJ 08330

PROJECT NAME: Removal & Replacement of Storm Inlets & Catch Basins (Phase III)

PROJECT NUMBER: 0338T112

CLIENT: TOWNSHIP OF WILLINGBORO

REASON FOR CHANGE: FINAL ADJUSTMENT OF ASBUILT QUANTITIES

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
EXTRAS					\$0.00
					<hr/> \$0.00
REDUCTIONS					
8	HOT MIX ASPHALT 19 M 64 BASE COURSE, 6" THICK	-5	TON	\$150.00	(\$750.00)
9	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	-5	TON	\$110.00	(\$550.00)
10	MILLING, 3" OR LESS	-335	SY	\$6.00	(\$2,010.00)
11	TACK COAT	-195	GAL	\$0.01	(\$1.95)
12	15" REINFORCED CONCRETE PIPE, CLASS III	-10	LF	\$80.00	(\$800.00)
14	21" REINFORCED CONCRETE PIPE, CLASS III	-24	LF	\$80.00	(\$1,920.00)
16	36" REINFORCED CONCRETE PIPE, CLASS V	-17	LF	\$180.00	(\$3,060.00)
17	48" REINFORCED CONCRETE PIPE, CLASS V	-66	LF	\$200.00	(\$13,200.00)
22	INLET, TYPE "B" (12-14' DEPTH), 6" CAMBPBELL FOUNDRY "P-ECO", OR APPROVED EQUAL	-1	UN	\$8,500.00	(\$8,500.00)
23	MONOLITHIC CONCRETE ROLLED CURB AND GUTTER	-55	LF	\$30.00	(\$1,650.00)
24	CONCRETE SIDEWALK, 4" THICK	-50	SY	\$80.00	(\$4,000.00)
25	YELLOW CURB PAINT	-40	LF	\$4.00	(\$160.00)
27	FERTILIZING AND SEEDING, TYPE A-3	-375	SY	\$1.00	(\$375.00)
28	STRAW MULCHING	-375	SY	\$1.00	(\$375.00)
					<hr/> (\$37,351.95)

Send Result Report



MFP

TASKalfa 7550ci

Firmware Version 2K9_2F00.004.023 2012.09.07

04/26/2013 11:53
[2K9_1000.005.007] [2K9_1100.002.001] [2LC_7000.004.019]

Job No.: 014658

Total Time: 0°04'03"

Page: 007

Complete

Document: doc01465820130426114911



A Naturally Better Place to Be.

Office of the Township Clerk

To: *Cristal* From: *[Signature]*
Fax: *877-7755* Pages: *7*
Phone: Date:
Re: cc:

Urgent For Review Please Comment Please Reply Please Recycle

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	04/26/13 11:49	8777755	0°04'03"	FAX	OK	200x100 Normal/Off

cc: R+V
Landberg

RESOLUTION NO. 2013 -69

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO RELEASING
THE PERFORMARNCE BOND FOR THE REMOVAL AND
REPLACEMENT OF STORM INLETS & CATCH BASINS (PHASE 3)
AND ACCEPTING A TWO YEAR MAINTENANCE BOND # 1000942850MB**

WHEREAS, Remington, Vernick and Arango Engineers, and Affiliates, Inc. has inspected the Landberg Construction's project removing and replacing of Storm Inlets and Catch Basins Phase 3, in Willingboro, New Jersey; and

WHEREAS, the Township's Engineer has determined that the condition of the improvements is satisfactory; and

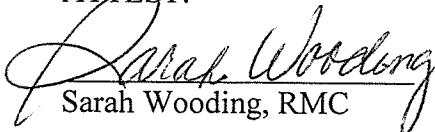
WHEREAS, it is the recommendation of the Township's Engineer that the Township of Willingboro release the Performance Surety Bond # 1000942850 in the amount of Two Hundred eighty nine thousand two hundred thirty two and dollars and 25/100 cents (\$289,232.25) and upon a posting of a two year Maintenance Bond in the amount of Two Hundred fifty one thousand eight hundred eighty dollars and 30/100 cents (\$251,880.30) provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

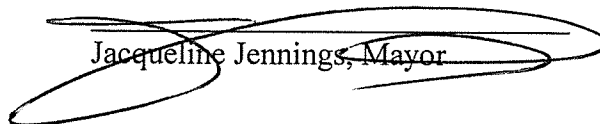
WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Performance Bond and accept a two year Maintenance Bond in the amounts referenced herein, contingent upon the payment of all outstanding escrow invoices, in accordance with the Township Engineer's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of May 2013, that the performance bond # 1000942850 will be released for the Storm Inlets & Catch Basins removal and replacement (Phase 3) described above and the Township will accept a two year Maintenance Bond in the amount of Two Hundred Fifty one thousand eight hundred eighty dollars and 30/100 cents (\$251,880.30), Bond # 1000942850MB.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, and Landberg Construction, LLC. for their information and attention.

ATTEST:


Sarah Wooding, RMC


Jacqueline Jennings, Mayor

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

Sarah

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

SENIOR ASSOCIATES

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Richard B. Czekanski, PE, CME, BCEE

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Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

April 24, 2013

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

**Re: Township of Willingboro
Removal & Replacement of Storm Inlets & Catch Basins (Phase III)
Maintenance Bond No. 1000942850MB
RV&A #0338-T-112**

Dear Ms. Diggs:

Enclosed, please find Landberg Construction's Maintenance Bond No. 1000942850MB, for the above referenced project, for your review and approval. Acceptance of this two (2) year Maintenance Bond will release the Performance Guarantee for this project.

*Please have the Clerk's Office prepare a Resolution for Council approval which accepts this two (2) year Maintenance Bond and releases the Performance Guarantee for this project.

Upon passage of the Resolution, please send an executed copy to our Cinnaminson office for our file.

If you should have any questions, please contact Hasson Shipman at our Cinnaminson office at (856) 303-1245.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS


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

KWB/kn

Enclosure

cc: Sarah Wooding, Township Clerk; Richard Brevogel, Director of Public Works; Ray Longmore, RVA; Hasson Shipman, RVA; Landberg Construction

T:\Willingboro\T-112 Removal & Replacement of Storm Inlets & Catch Basins (Phase III)\Inspection & Contract Administration\Payment Certificates\Acceptance of Maintenance Bond Letter.doc

Earning Our Reputation Every Day Since 1901



MAINTENANCE BOND

Bond Number 1000942850MB

KNOW ALL MEN BY THESE PRESENTS, that we, Landberg Construction, LLC 166 Clarkstown Road Days Landing NJ 08330 as Principal, and American Contractors Indemnity Company, a California Corporation, as Surety, are held and firmly bound unto Township of Willingboro 1 MLK Jr. Dr. Willingboro NJ 08046

as Obligee, in the full and just sum of Two hundred fifty-one thousand eight hundred eighty and 30/100 Dollars (\$ 251,880.30) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with Township of Willingboro dated September 10, 2012 for removal & Replacement of Storm Sewer Inlets and Catch Basins (Phase III)

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of 2 year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on April 9, 2013

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within 2 year(s) from the date of approval of the said contract, the work done under the terms of said contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said contract, or it shall appear the defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

Signed and sealed this 17th day of April, 2013,

Witness:

[Signature]

Landberg Construction, LLC Principal

By: [Signature]
American Contractors Indemnity Company
Surety

[Signature]
Diane L. Ott

By: [Signature]
KENNETH C. TURNER, Attorney-in-fact

AMERICAN CONTRACTORS INDEMNITY COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS (1)
 December 31, 2012

Admitted Assets		Liabilities and Capital and Surplus	
Investments:		Liabilities:	
Fixed Maturities, at amortized cost	330,454,449	Unpaid loss and loss adjustment expense	42,933,703
Mortgage loans on real estate	26,923	Contingent commissions payable	644,620
Real estate, held for sale	1,675,690	Accrued expenses	3,844,639
		Taxes, licenses and fees	40,596
Cash and short term investments	36,135,458	Current federal income taxes	4,205,305
Total cash and invested assets:	368,292,519	Unearned premiums	40,860,285
		Advance premiums	858,060
Accrued interest income	2,914,612	Ceded reinsurance balance payable	376,257
Premium receivable	2,537,535	Securities collateral and funds held	169,903,655
Reinsurance recoverable on paid losses	501,050	Provision for reinsurance	3,283
Net deferred tax asset	5,911,089	Payable to parent, subsidiaries and affiliates	2,551,459
Electronic data processing equipment	165,061	Payable for securities	22,739,893
Funds control accrued fees	114,446	Unearned funds control fees	206,701
Miscellaneous receivable	5,111	Total liabilities	289,168,456
	<u>12,148,904</u>		
Total admitted assets	380,441,423	Capital and Surplus:	
		Capital Stock	2,100,000
		Additional paid-in and contributed capital	27,592,682
		Unassigned surplus	61,580,266
			<u>91,272,968</u>
		Total liabilities and capital and surplus	380,441,423

(1) - In accordance with the statutory financial statements as filed on March 1, 2013.

I, Peter W. Carman, Chief Financial Officer of American Contractors Indemnity Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2012, prepared in conformity with accounting practices prescribed or permitted by the State of California Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 601 South Figueroa Street, 16th floor, Los Angeles, California 90017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Los Angeles, California.


 Peter W. Carman
 Chief Financial Officer

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Bruce M. Allen, Karen L. Allen, Kenneth C. Turner, Diane L. Ott, Gregory M. Allen

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature]
Daniel P. Aguilar, Vice President

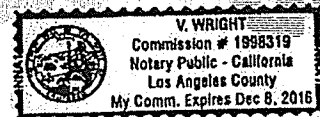
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of April, 2013

Corporate Seals



[Signature]
Jeannie Lee, Assistant Secretary

Bond No. 1000942850 MB
Agency No. 11077

Resolution No. 2012-70
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO RELEASING
RETAINAGE TO LANDBERG CONSTRUCTION FOR REMOVAL &
REPLACEMENT OF STORM INLETS & CATCH BASINS (PHASE III)

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. has submitted a request for a release of retainage from the Landberg Construction, LLC, for the Removal and Replacement of Storm Inlets & Catch Basins (Phase III); and

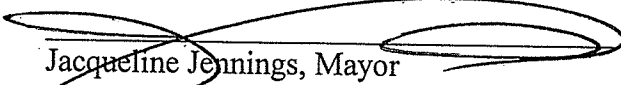
WHEREAS, the Township engineer has determined that no further work is being performed on this project; and

WHEREAS, it is the recommendation of the Township's Engineer that the Township of Willingboro release the retainage for this project in the amount of \$5,037.61 since all outstanding invoices have been satisfied.

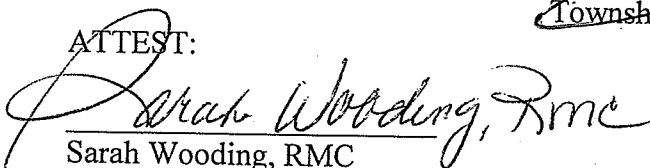
WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the retainage for this project in the amount of \$5,037.61 to Landberg Construction for the Removal and Replacement of Storm Inlets & Catch Basins (Phase III), in accordance with the Township Engineer's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of May 2013, that the Retainage in the amount \$5,037.61, for the Removal and Replacement of Storm Inlets & Catch Basins (Phase III) project, shall be released to Landberg Construction, LLC, in accordance with the Township Engineer's recommendations.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer and Landberg Construction, LLC, for their information and attention.


Jacqueline Jennings, Mayor
Township of Willingboro

ATTEST:


Sarah Wooding, RMC
Township Clerk

May 10, 2013

Remington, Vernick & Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, New Jersey 08077

REFERENCE: Resolution No. 2013-70—A Resolution of the Township Council of the Township of Willingboro Releasing Retainage to Landberg Construction For Removal and Replacement of Storm Inlets and Catch Basins (Phase

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-70 adopted by Willingboro Township Council on May 7, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

May 10, 2013

Landberg Construction LLC
466 Clarkston Road
Mays Landing, New Jersey 08330

REFERENCE: Resolution No. 2013-70—A Resolution of the Township Council of the Township of Willingboro Releasing Retainage to Landberg Construction For Removal and Replacement of Storm Inlets and Catch Basins (Phase

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-70 adopted by Willingboro Township Council on May 7, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

cc: Rev
Command

Resolution No. 2013-71

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING CHANGE ORDER #1 FOR
MILL CREEK PARK PATHWAY REHABILITATION (PHASE II)**

WHEREAS, on or about April 2, 2013 the Township Council of the Township of Willingboro entered into a contract with Command Co., Inc. of 1318 Antwerp Avenue, Egg Harbor City, N.J. 08215 for the rehabilitation of Mill Creek Park Pathway rehabilitation Phase II, pursuant to the Local Public Contracts Law, N.J.S.A. 40:11-1, et seq.; and

WHEREAS, the original contract amount was awarded for \$249,551.50; and

WHEREAS, the contractor has agreed to extend his original bid unit costs for this change order, resulting in a reduction of \$7,965.00, to the total amended and final contract amount of \$241,586.50; and

WHEREAS, Township Engineer has found the proposed change order costs to be acceptable; and

WHEREAS, Township Council has reviewed the Engineer's recommendation for the Change Order #1, amending the contract amount to \$241,586.50.

NOW THEREFORE, BE IT RESOLVED that in open public session on this 7th day of May 2013 that the Township Council of the Township of Willingboro hereby accepts Change Order #1 for the Mill Creek Park Pathway Rehabilitation Phase II, and amends the contract amount for this project to \$241,586.50 to Command Co., Inc.

BE IT FURTHER RESOLVED, THAT a copy of this Resolution shall be provided to the Township Engineer, Finance director, and Command Co., Inc.

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.

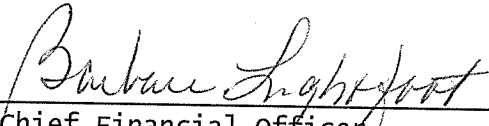
Resolution Date: 05/07/13
Resolution Number: 2013-71

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	7,965.00-	BURLINGTON COUNTY MUN PARK DEV PROGRAM
Total	7,965.00-	

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



Chief Financial Officer

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

10243 000
RESOL 2013-71

5/2/13
Copied to [unclear]

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
Laddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick & Vena Engineers
3 Allen Street
Fords 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
345 North Main Street
Pleasantville, NJ 08232
609) 645-7110
609) 645-7076 (fax)

1907 New Jersey Avenue
Wildwood City, NJ 08260
609) 522-5150
609) 522-5313 (fax)

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

1010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
717) 766-1775
717) 766-0232 (fax)

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

Inv. 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
Lincoln Building, Suite 600
01 Route 130
Innaminon, NJ 08077
356) 303-1245
356) 303-1249 (fax)

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

April 24, 2013

Sarah Wooding, Township Clerk
Willingboro Township Municipal Complex
One Rev. Dr. Martin Luther King, Jr. Drive
Willingboro, NJ 08046

Re: Township of Willingboro
Mill Creek Pathway Rehabilitation (Phase II), Recommendation for Change
Order #1
Our File #0338-T-116

Dear Ms Wooding:

Our office was asked to inquire if the contractor for the above captioned project, Command Co., Inc. would agree to a contract change to revise a portion of the pathway proposed rehabilitation from asphalt pavement to stone screenings..

The Contractor has agreed to extend his original bid unit costs for this change order, and we have attached a copy of the estimate, and an email correspondence indicating the contractor's acceptance of estimated cost for the proposed change order. We find the proposed change order costs to be acceptable.

In summary, the revised contract amounts will be as follows if the change order is approved by Township Council:

- Original Contract Amount, As Awarded (R-2013-56): \$249,551.50
- Revised / Amended Contract Amount: \$241,586.50


This proposed change order represents a 3% decrease to the original contract amount.

It is our recommendation that a Resolution be prepared for the approval and execution of Revised / Amended Contract Amount to Command Co., Inc., 1318 Antwerp Avenue, Egg Harbor City, NJ 08215 in the amount of \$241,586.50.

The contractor has agreed to performing the originally contracted work and change order. Work will be able to begin in late spring or early summer 2013.

If you have any questions regarding this recommendation, feel free to contact me or Douglas Johnson at (856) 303-1245.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS



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

Enclosure

cc: Jill Cyrus, Director Parks & Recreation; Douglas Johnson, RVA; Ray Longmore, RVA; Hasson Shipman, RVA

RECEIVED

APR 23 2013

OFFICE OF THE TOWNSHIP CLERK

WILLINGBORO, NEW JERSEY

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

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April 24, 2013

Sarah Wooding, Township Clerk
Willingboro Township Municipal Complex
One Rev. Dr. Martin Luther King, Jr. Drive
Willingboro, NJ 08046

Re: **Township of Willingboro**
Mill Creek Pathway Rehabilitation (Phase II), Recommendation for Change
Order #1
Our File #0338-T-116

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If you have any questions regarding this recommendation, feel free to contact me or Douglas Johnson at (856) 303-1245.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS


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

Enclosure

CC: Jill Cyrus, Director Parks & Recreation; Douglas Johnson, RVA; Ray Longmore, RVA; Hasson Shipman, RVA



**REMINGTON & VERNICK ENGINEERS
ENGINEER'S ESTIMATE**

PROJECT NAME:

MILL CREEK PARK PATHWAY REHABILITATION (PHASE II) WITH REMOVAL OF ASPHALT TO BE REPLACED WITH STONE SCREENINGS

PROJECT NUMBER:

0338T116

CLIENT:

TOWNSHIP OF WILLINGBORO

24-Apr-13

BASE BID

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	BID QUANTITY	UNIT PRICE	AMOUNT
1	FUEL PRICE ADJUSTMENT	DOLL	--	--	\$2,000.00	\$1.00	\$2,000.00
2	ASPHALT PRICE ADJUSTMENT	DOLL	--	--	\$3,600.00	\$1.00	\$3,600.00
3	CLEARING SITE	LS	1	0	1	\$34,300.00	\$34,300.00
4	EXCAVATION, UNCLASSIFIED	CY	142	13	155	\$16.00	\$2,480.00
5	I-14 SOIL AGGREGATE	CY	310	20	330	\$29.00	\$9,570.00
6	GRAVEL PATH STONE DUST SCREENINGS, 2" THICK, COMPLETE & INSTALLED	SY	935	50	985	\$6.00	\$5,910.00
6E	GRAVEL PATH STONE DUST SCREENINGS, 2" THICK, COMPLETE & INSTALLED	SY	4135	0	4135	\$6.00	\$24,810.00
7	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	SY	190	110	300	\$6.30	\$1,890.00
8	BITUMINOUS CONCRETE PAVEMENT RECLAMATION, 6" THICK	SY	1600	100	1700	\$5.00	\$8,500.00
9	PRIME COAT	GAL	2660	140	2800	\$0.01	\$28.00
10	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	1346	134	1480	\$69.00	\$102,120.00
10R	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	475	0	475	-\$69.00	-\$32,775.00
11	66" x 51" CORRUGATED STEEL PIPE ARCH PIPE, "CONTECH CMP w/ TRENCHCOAT HEAVY GAUGE POLYMER COATING", OR APPROVED EQUAL	LF	40	5	45	\$250.00	\$11,250.00
12	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
13	RIP RAP STONE SLOPE PROTECTION 12" THICK (D50=6")	SY	520	30	550	\$25.00	\$13,750.00
14	REMOVE & RESET EXISTING CHAIN-LINK FENCE, BEFORE AND AFTER CONSTRUCTION, IF & WHERE DIRECTED	LF	0	950	950	\$0.01	\$9.50
15	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
16	TOPSOILING, 4" THICK	SY	700	50	750	\$2.00	\$1,500.00
17	FERTILIZING AND SEEDING, TYPE A-3	SY	700	50	750	\$0.75	\$562.50
18	GEOTEXTILE	SY	520	30	550	\$1.00	\$550.00
19	HMA MILLING, 3" OR LESS	SY	3700	300	4000	\$3.00	\$12,000.00
20	TACK COAT	GAL	555	30	585	\$4.00	\$2,340.00
21	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" WIDE	LF	1760	140	1900	\$1.80	\$3,420.00
22	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	SF	103	7	110	\$8.50	\$935.00
23	REGULATORY & WARNING SIGNS	SF	12	3	15	\$66.50	\$997.50
TOTAL ESTIMATED REVISED CONSTRUCTION COST (BASE BID):							\$209,747.50



**REMINGTON & VERNICK ENGINEERS
ENGINEER'S ESTIMATE**

PROJECT NAME:

MILL CREEK PARK PATHWAY REHABILITATION (PHASE II) WITH REMOVAL OF ASPHALT TO BE REPLACED WITH STONE SCREENINGS

PROJECT NUMBER:

0338T116

CLIENT:

TOWNSHIP OF WILLINGBORO

24-Apr-13

ALTERNATE BID NO. 1

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	BID QUANTITY	UNIT PRICE	AMOUNT
1A	FUEL PRICE ADJUSTMENT	DOLL	--	--	\$500.00	\$1.00	\$500.00
2A	ASPHALT PRICE ADJUSTMENT	DOLL	--	--	\$500.00	\$1.00	\$500.00
3A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
4A	EXCAVATION, UNCLASSIFIED	CY	34	1	35	\$16.00	\$560.00
5A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
6A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
7A	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	SY	100	5	105	\$6.30	\$661.50
8A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
9A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
10A	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	249	16	265	\$69.00	\$18,285.00
11A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
12A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
13A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
14A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
15A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
16A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
17A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
18A	NO ITEM	N/A	--	--	\$0.00	\$0.00	--
19A	HMA MILLING, 3" OR LESS	SY	2125	110	2235	\$3.00	\$6,705.00
20A	TACK COAT	GAL	319	16	335	\$4.00	\$1,340.00
21A	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" WIDE	LF	1100	50	1150	\$1.80	\$2,070.00
22A	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	SF	58	7	65	\$8.50	\$552.50
23A	REGULATORY & WARNING SIGNS	SF	6	4	10	\$66.50	\$665.00
TOTAL ESTIMATED CONSTRUCTION COST (ALT. 1):							\$31,839.00



Mill Creek Park Willingboro

Doug Marienski

to:

Doug.Johnson

04/22/2013 11:47 AM

Cc:

"Glen Marienski"

Hide Details

From: Doug Marienski <dougm@commandcoinc.com>

To: <Doug.Johnson@RVE.com>,

Cc: "Glen Marienski" <GlennM@CommandCoInc.com>

Please respond to <DougM@commandcoinc.com>

History: This message has been forwarded.

1 Attachment



MCP Change 1.pdf

Doug,

Thank you for your time in meeting with us this morning.

Upon review of the proposed changes, we have determined that no contract price change will be required and we accept the change as presented per the attached.

As always, please contact us with any questions or requests for additional information.

Thanks,

Douglas E. Marienski

Command Co., Inc.

1318 Antwerp Avenue

Egg Harbor City, NJ 08215

(609)965-0399

(609)965-0441 (fax)

(609)685-0926 (mobile)

doug@commandcoinc.com

Mailed 5/10/13

Sample

Date

Do one for ea
bid pack along w/
a copy of resol.
& send

Meredith Paving Corporation

1300 Union Landing Rd.

Cinnaminson, NJ 08077

RE: Bid--Mill Creek Park Pathway Rehabilitation Phase II

Dear Sir.

With regard to the above, enclosed is a copy of Resolution 2013-71 awarding the above mentioned bid to Command Co., Inc.

Enclosed is your original submission.

Thank you.

Sincerely,

Sarah Wooding, RMC

Township Clerk

Encl.

SAW

May 9, 2013

Gessler Construction Company
565 East St. Andrews Drive
Media, PA 19063

REFERENCE: Bid—Millcreek Park Pathway Rehabilitation
Phase II

Dear Sir:

With regard to the above is a copy of Resolution 2013-71 awarding the above mentioned bid to Command Company, Inc.

Enclosed is your original submission. Thank you

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

May 9, 2013

GWP Enterprises, Inc.
Post Office Box 498
Franklinville, NJ 08322

REFERENCE: Bid—Millcreek Park Pathway Rehabilitation
Phase II

Dear Sir:

With regard to the above is a copy of Resolution 2013-71 awarding the above mentioned bid to Command Company, Inc.

Enclosed is your original submission. Thank you

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

May 9, 2013

Landberg Construction LLC
Post Office Box 280
Mays Landing, NJ 08330

REFERENCE: Bid—Millcreek Park Pathway Rehabilitation
Phase II

Dear Sir:

With regard to the above is a copy of Resolution 2013-71 awarding the above mentioned bid to Command Company, Inc.

Enclosed is your original submission. Thank you

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

May 9, 2013

Meredith Paving Corporation
1300 Union Landing Road
Cinnaminson, NJ 08077

REFERENCE: Bid—Millcreek Park Pathway Rehabilitation
Phase II

Dear Sir:

With regard to the above is a copy of Resolution 2013-71 awarding the above mentioned bid to Command Company. Inc.

Enclosed is your original submission. Thank you

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

May 9, 2013

All Surface Asphalt Paving, Inc.
528 Hardenberg Avenue
Point Pleasant, NJ 08742

REFERENCE: Bid—Millcreek Park Pathway Rehabilitation
Phase II

Dear Sir:

With regard to the above is a copy of Resolution 2013-71 awarding the above mentioned bid to Command Company, Inc.

Enclosed is your original submission. Thank you

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

May 9, 2013

Bogey's Trucking & Paving Inc.
1779 Delsea Drive
Deptford. NJ 08096

REFERENCE: Bid—Millcreek Park Pathway Rehabilitation
Phase II

Dear Sir:

With regard to the above is a copy of Resolution 2013-71 awarding the above mentioned bid to Command Company, Inc.

Enclosed is your original submission. Thank you

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

May 9, 2013

Fred M. Schiavone Construction, Inc.
Post Office Box 416
Malaga, NJ 08328

REFERENCE: Bid—Millcreek Park Pathway Rehabilitation
Phase II

Dear Sir:

With regard to the above is a copy of Resolution 2013-71 awarding the above mentioned bid to Command Company, Inc.

Enclosed is your original submission. Thank you

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

cc: all NJ.
Confidential
Delegations
- Pres Obama

RESOLUTION 2013 72

A Resolution In Support of Enforceable Gun Background Check Legislation and Other Measures to Reduce Gun Violence

WHEREAS, the National Instant Criminal Background Check System (NICS) is an effective tool to keep guns out of the hands of criminals and other dangerous individuals, and this system has blocked 1.9 million illegal gun purchases and permit applications in the past two decades; and

WHEREAS, despite this success, the system is undermined by legal loopholes and missing records that enable too many dangerous individuals to obtain weapons they later use in crimes; and

WHEREAS, it is estimated that state and federal agencies have failed to report more than one million records of persons with dangerous mental illness into the NICS database; and

WHEREAS, on April 16, 2007, Seung-Hui Cho shot and killed 32 people at Virginia Tech with guns that were legally purchased because records of his mental health status were missing from the NICS; and

WHEREAS, on January 8, 2011, Jared Loughner, someone with a reported history of drug abuse and serious mental illness who should have been in the NICS database but was not, killed six Tucsonans – Christina-Taylor Green, Dorothy Morris, Judge John Roll, Dorwan Stoddard, Phyllis Schneck, and Gabe Zimmerman – and shot 13 others, including U.S. Congresswoman Gabrielle Giffords; and

WHEREAS, on July 20, 2012, James Holmes, using a semi-automatic rifle and other guns, allegedly shot and killed 12 people and injured at least 58 others in a movie theater in Aurora, CO, using some of the thousands of rounds of ammunition that the shooter had recently purchased online without any background check; and

WHEREAS, on August 5, 2012, Wade Michael Page, using a semi-automatic handgun, allegedly shot and killed 6 people and injured 3 others at a Sikh temple in Oak Creek, WI; and

WHEREAS, on October 21, 2012, Radcliffe Haughton, using a semi-automatic handgun, shot and killed his estranged wife and two others; and though a restraining order had been issued against Haughton – making him a prohibited person under federal law – Haughton was able to avoid a background check by purchasing the gun from a private seller through armslist.com; and

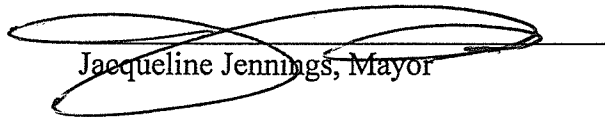
WHEREAS, in the wake of the Newtown shootings on December 14, 2012, Adam Lanza, using two semi-automatic handguns, shot and killed 27 people, including 20 children at Sandy Hook elementary school; and

WHEREAS, federal legislation to close the private-sale loophole, make gun trafficking a federal crime, and limit military-style weapons and high-capacity magazines is strongly supported by Mayors Against Illegal Guns, a national, bipartisan coalition of more than 900 mayors who represent more than 68 million Americans;


NOW, THEREFORE, BE IT RESOLVED, on this 7th day of May 2013 in open public session that the Mayor and Council of the Township of Willingboro will:

1. Push for increased reporting of mental health and other relevant records into the NICS database;
2. Urges immediate passage of S.649 and H.R. 137th in the United States Congress;
3. Urges immediate passage of legislation that would get military-style weapons and high-capacity magazines away from our community and especially our schools;
4. Urges immediate passage of legislation that would make gun trafficking a federal crime;
5. Echoes the call of gun violence survivors and family members, and calls on both President Obama and the U.S. Congress to put in place concrete reforms to reduce gun violence nationwide and help prevent future mass shootings;
6. Join with domestic violence prevention advocates, faith leaders, law enforcement officials, and other elected officials to make clear that failure to strengthen gun laws at the national level will continue to fuel gun violence to big and small cities throughout the country; and

BE IT FINALLY RESOLVED, that the Mayor and Council request the Clerk of the Township of Willingboro to transmit a copy of this resolution to all members of New Jersey's Congressional Delegations and to the Obama administration.


Jacqueline Jennings, Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

2013
7/20

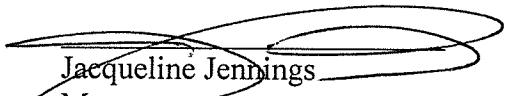
RESOLUTION NO. 2013- 73

Authorizing the Approval of Vouchers for Payment & Ratification


Whereas, Willingboro Township Council received the April 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 7th day of May, 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

Councilman Anderson
Councilman Ayrer
Councilman Campbell
Deputy Mayor Gordon
Mayor Jennings

Yes	No	Abstain	Absent
✓			
✓			
✓			
✓			
✓			

2013-74

RESOLUTION NO. 2013- 74

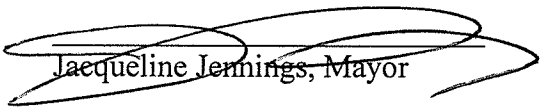
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

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 7th day of May, 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	✓			
Councilman Ayer	✓			
Councilman Campbell	✓			
Deputy Mayor Gordon	✓			
Mayor Jennings	✓			

OVERPAYMENT FOR TAXES

LIBERTY TITLE, ATTN: FUNDING DEPT. \$511.12
1701 BARRETT LAKES BLVD. #290
KENNESAW, GA 30144
BLOCK: 109
LOT: 35
19 SHETLAND LANE
OVERPAYMENT TAXES

CHASE PROPERTY TAX REFUND DEPT. \$1,212.99
P.O. BOX 961227
FT. WORTH, TEXAS 76161
BLOCK: 237
LOT: 6
104 BAYBERRY LANE
OVERPAYMENT TAXES

CORELOGIC TAX SERVICE \$2,777.54
ATTN: REFUNDS DEPT.
P.O. BOX 961250
FT. WORTH, TEXAS 76161-0250
BLOCK: 326
LOT: 6
18 PARKSIDE CIRCLE
OVERPAYMENT TAXES

WELLS FARGO \$13.96
ATTN: REFUNDS/FINANCIAL SUPPORT
1 HOME CAMPUS MAC #X2302-04D
DES MOINES, IOWA 50328-0001
BLOCK: 414
LOT: 9
139 COUNTRY CLUB ROAD
OVERPAYMENT TAXES

CHASE PROPERTY TAX REFUND DEPT. \$206.70
P.O. BOX 961227
FT. WORTH, TEXAS 76161
BLOCK: 421
LOT: 15
245 CLUB HOUSE DRIVE
OVERPAYMENT TAXES

CHASE PROPERTY TAX REFUND DEPT. \$1,288.11
P.O. BOX 961227
FT. WORTH, TEXAS 76161
BLOCK: 523
LOT: 82
95 MESSENGER LANE
OVERPAYMENT TAXES

CHASE PROPERTY TAX REFUND DEPT. \$613.98
P.O. BOX 961227
FT. WORTH, TEXAS 76161
BLOCK: 603
LOT: 9
28 HAMILTON LANE
OVERPAYMENT TAXES

CHASE PROPERTY TAX REFUND DEPT. \$666.83
P.O. BOX 961227
FT. WORTH, TEXAS 76161
BLOCK: 1003
LOT: 46
7 NEWHALL COURT
OVERPAYMENT TAXES

FOUNDATION TITLE \$1,093.47
1300 LINCOLN DRIVE WEST
MARLTON, NJ 08053
BLOCK: 1126
LOT: 18
25 TIOGA LANE
OVERPAYMENT TAXES

cc: Racker

RESOLUTION 2013- 75

RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A SHARED SERVICES AGREEMENT FOR THE "BURLINGTON COUNTY ROUTE 130 TASK FORCE" PROGRAM

WHEREAS, the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington and the Borough of Palmyra are neighboring municipalities within the County of Burlington with the Route 130 Corridor running through or adjacent to each; and

WHEREAS, the Police Departments of the Municipalities intersected by Route 130 provide patrols in their respective municipalities; and

WHEREAS, the municipalities often rely upon each other for additional officers to provide such services; and

WHEREAS, the above-named municipalities are participating in the Burlington County Route 130 Task Force Program: and

WHEREAS, the Burlington County Sheriff's Department will be administering a grant from the New Jersey Division of Highway Traffic Safety which will provide reimbursement for approved traffic enforcement details along the Route 130 Corridor; and

WHEREAS, the above-referenced Municipalities wish to enter into a Shared Services Agreement to utilize police to enforce motor vehicle statutes, criminal statutes and local ordinances in the municipalities and to allow each of the above-referenced municipalities to cross jurisdictional lines in order to enforce said statutes and ordinances; and

WHEREAS, the attached Shared Services Agreement has been found to be acceptable by the TOWNSHIP OF WILLINGBORO; and

WHEREAS, the attached Shared Services Agreement is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED in open public session on the 7th of May 2013 by the TOWNSHIP OF WILLINGBORO that the Township Council and the Mayor of the TOWNSHIP OF WILLINGBORO is hereby authorized to execute the attached Shared Services Agreement with the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, and North Hanover; the Cities of Bordentown and Burlington, the Borough of Palmyra and the County of Burlington; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officers and the Municipal Clerk of the other Municipalities and to the County of Burlington.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the TOWNSHIP OF WILLINGBORO at a meeting held on May 7, 2013.

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

THIS AGREEMENT made this, May 7, 2013 by and between the Township of Bordentown, 1 Municipal Drive, Bordentown, New Jersey 08505, County of Burlington; the Township of Cinnaminson, 900 Manor Road, Cinnaminson, New Jersey 08077, County of Burlington; the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, County of Burlington; the Township of Riverside, 1 W. Scott Street & Pavilion Avenue, Riverside, New Jersey 08075, County of Burlington; the Township of Florence, 711 Broad Street, Florence, New Jersey 08518, County of Burlington; the Township of Delanco, 770 Coopertown Road, Delanco, New Jersey 08075, County of Burlington; the Township of Edgewater Park, 400 Delanco Road, Edgewater Park, New Jersey 08010, County of Burlington; the Township of Mansfield, 191A Atlantic Avenue, Columbus, NJ 08022, County of Burlington; the Township of Willingboro, 1 Rev. Dr. M.L. King Dr, Willingboro, NJ 08046, County of Burlington, the Township of North Hanover, 41 Schoolhouse Road, Wrightstown, NJ 08562, County of Burlington; the City of Bordentown, 324 Farnsworth Avenue, Bordentown, New Jersey 08505, County of Burlington;; the City of Burlington, 525 High Street, Burlington, New Jersey 08016, County of Burlington; the Borough of Palmyra, 20 W. Broad Street, Palmyra, New Jersey 08065, County of Burlington, [hereinafter collectively referred to as Municipalities] and the Burlington County Board of Chosen Freeholders, 49 Rancocas Road, Mount Holly, New Jersey 08060 [hereinafter referred to as County];

WHEREAS, the Municipalities are members of the Burlington County Route 130 Task Force Program; and

WHEREAS, the Municipalities and the County have agreed to work together in the enforcement of the motor vehicle laws, criminal statutes and local ordinances along the Route 130 Corridor and across jurisdictional lines in cooperation with the Burlington County Sheriff's Department through this Shared Services Agreement

WITNESSETH:

That for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The Municipalities agree to participate in the project utilizing the municipal police and the Sheriff's Department to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and across jurisdictional lines along the Route 130 Corridor.
2. The Municipalities agree to submit requests for reimbursement to the Burlington County Sheriff's Department only for pre-approved traffic details, following the completion of said details with all required reports and reimbursement forms.

Dated: _____

Township of Bordentown
Mayor

WITNESS:

Dated:
Page 2
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

WITNESS:

Dated:

Dated: _____

WITNESS:

Dated:

Dated: _____

WITNESS:

Dated:

Dated: _____

WITNESS:

Dated:

Township of Cinnaminson
Mayor

Township of Delran
Mayor

Township of Riverside
Mayor

Township of Florence
Mayor

Page 3
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

Township of Delanco
Mayor

WITNESS:

Dated:

Dated:

Township of Edgewater Park
Mayor

WITNESS:

Dated:

Dated:

Township of Mansfield
Mayor

WITNESS:

Dated:

Dated: 5/7/2013

Township of Willingboro
Mayor

WITNESS:

Derek Wooding, RMC
Dated: 5/7/2013

Dated:

Township of North Hanover
Mayor

WITNESS:

Dated:

Page 4
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated:

WITNESS:

City of Bordentown
Mayor

Dated:

Dated:

WITNESS:

City of Burlington
Mayor

Dated:

Dated:

WITNESS:

Borough of Palmyra

Dated:

Dated:

WITNESS:

County of Burlington

Dated:

CINNAMINSON TOWNSHIP
RESOLUTION #2013-81

RESOLUTION AUTHORIZING CINNAMINSON TOWNSHIP TO ENTER INTO A SHARED SERVICES AGREEMENT FOR THE "BURLINGTON COUNTY ROUTE 130 TASK FORCE" PROGRAM

WHEREAS, the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington and the Borough of Palmyra are neighboring municipalities within the County of Burlington with the Route 130 Corridor running through or adjacent to each; and

WHEREAS, the Police Departments of the Municipalities intersected by Route 130 provide patrols in their respective municipalities; and

WHEREAS, the municipalities often rely upon each other for additional officers to provide such services; and

WHEREAS, the above-named municipalities are participating in the Burlington County Route 130 Task Force Program; and

WHEREAS, the Burlington County Sheriff's Department will be administering a grant from the New Jersey Division of Highway Traffic Safety which will provide reimbursement for approved traffic enforcement details along the Route 130 Corridor; and

WHEREAS, the above-referenced Municipalities wish to enter into a Shared Services Agreement to utilize police to enforce motor vehicle statutes, criminal statutes and local ordinances in the municipalities and to allow each of the above-referenced municipalities to cross jurisdictional lines in order to enforce said statutes and ordinances; and

WHEREAS, the attached Shared Services Agreement has been found to be acceptable by the Township of Cinnaminson; and

WHEREAS, the attached Shared Services Agreement is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED by the Cinnaminson Township Committee that the Mayor is hereby authorized to execute the attached Shared Services Agreement with the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington, the Borough of Palmyra and the County of Burlington; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officers and the Municipal Clerk of the other Municipalities and to the County of Burlington.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by Township Committee at a meeting held on May 6, 2013.


Pamela McCartney, RMC
Township Clerk

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

THIS AGREEMENT made this, _____ by and between the Township of Bordentown, 1 Municipal Drive, Bordentown, New Jersey 08505, County of Burlington; the Township of Cinnaminson, 900 Manor Road, Cinnaminson, New Jersey 08077, County of Burlington; the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, County of Burlington; the Township of Riverside, 1 W. Scott Street & Pavilion Avenue, Riverside, New Jersey 08075, County of Burlington; the Township of Florence, 711 Broad Street, Florence, New Jersey 08518, County of Burlington; the Township of Delanco, 770 Coopertown Road, Delanco, New Jersey 08075, County of Burlington; the Township of Edgewater Park, 400 Delanco Road, Edgewater Park, New Jersey 08010, County of Burlington; the Township of Mansfield, 191A Atlantic Avenue, Columbus, NJ 08022, County of Burlington; the Township of Willingboro, 1 Salem Road, Willingboro, NJ 08046, County of Burlington, the Township of North Hanover, 41 Schoolhouse Road, Wrightstown, NJ 08562, County of Burlington; the City of Bordentown, 324 Farnsworth Avenue, Bordentown, New Jersey 08505, County of Burlington;; the City of Burlington, 525 High Street, Burlington, New Jersey 08016, County of Burlington; the Borough of Palmyra, 20 W. Broad Street, Palmyra, New Jersey 08065, County of Burlington, [hereinafter collectively referred to as Municipalities] and the Burlington County Board of Chosen Freeholders, 49 Rancocas Road, Mount Holly, New Jersey 08060 [hereinafter referred to as County];

WHEREAS, the Municipalities are members of the Burlington County Route 130 Task Force Program; and

WHEREAS, the Municipalities and the County have agreed to work together in the enforcement of the motor vehicle laws, criminal statutes and local ordinances along the Route 130 Corridor and across jurisdictional lines in cooperation with the Burlington County Sheriff's Department through this Shared Services Agreement

WITNESSETH:

That for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The Municipalities agree to participate in the project utilizing the municipal police and the Sheriff's Department to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and across jurisdictional lines along the Route 130 Corridor.
2. The Municipalities agree to submit requests for reimbursement to the Burlington County Sheriff's Department only for pre-approved traffic details, following the completion of said details with all required reports and reimbursement forms.

Dated: _____

Township of Bordentown
Mayor

WITNESS:

Dated:
Page 2
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

WITNESS:

Dated:

Dated: _____

WITNESS:

Dated:

Dated: _____

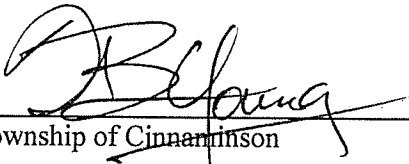
WITNESS:

Dated:

Dated: _____

WITNESS:

Dated:



Township of Cinnaminson
Mayor

Township of Delran
Mayor

Township of Riverside
Mayor

Township of Florence
Mayor

Page 3
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

Township of Delanco
Mayor

WITNESS:

Dated:

Dated: _____

Township of Edgewater Park
Mayor

WITNESS:

Dated:

Dated:

Township of Mansfield
Mayor

WITNESS:

Dated:

Dated:

Township of Willingboro
Mayor

WITNESS:

Dated:

Dated:

Township of North Hanover
Mayor

WITNESS:

Dated:

Page 4
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated:

WITNESS:

City of Bordentown
Mayor

Dated:

Dated:

WITNESS:

City of Burlington
Mayor

Dated:

Dated:

WITNESS:

Borough of Palmyra

Dated:

Dated:

WITNESS:

County of Burlington

Dated:

RECEIVED

MAY 17 2013

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Cinnaminson Township

Office of Municipal Clerk

Pamela McCartney
pmccartney@cinnaminsonnj.org



MUNICIPAL BUILDING
1621 RIVERTON ROAD
CINNAMINSON, NEW JERSEY 08077
TELEPHONE: (856) 829-6000 x 2397
FAX: (856) 829-3361

May 16, 2013

TO: Municipal Clerk

FROM: Pamela McCartney, RMC
Municipal Clerk

Dear Clerk:

Please forward a copy of the enclosed Rt. 130 Task Force Agreement along with Cinnaminson Township's Resolution Authorizing Participation to your CFO and keep one for your files.

Thank you.

Pam

**MANSFIELD TOWNSHIP
BURLINGTON COUNTY**

RESOLUTION 2013-5- 4

RESOLUTION AUTHORIZING MANSFIELD TOWNSHIP, BURLINGTON COUNTY, STATE OF NEW JERSEY TO ENTER INTO A SHARED SERVICES AGREEMENT FOR THE "BURLINGTON COUNTY ROUTE 130 TASK FORCE" PROGRAM

WHEREAS, the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington and the Borough of Palmyra are neighboring municipalities within the County of Burlington with the Route 130 Corridor running through or adjacent to each; and

WHEREAS, the Police Departments of the Municipalities intersected by Route 130 provide patrols in their respective municipalities; and

WHEREAS, the municipalities often rely upon each other for additional officers to provide such services; and

WHEREAS, the above-named municipalities are participating in the Burlington County Route 130 Task Force Program; and

WHEREAS, the Burlington County Sheriff's Department will be administering a grant from the New Jersey Division of Highway Traffic Safety which will provide reimbursement for approved traffic enforcement details along the Route 130 Corridor; and

WHEREAS, the above-referenced Municipalities wish to enter into a Shared Services Agreement to utilize police to enforce motor vehicle statutes, criminal statutes and local ordinances in the municipalities and to allow each of the above-referenced municipalities to cross jurisdictional lines in order to enforce said statutes and ordinances; and

WHEREAS, the attached Shared Services Agreement has been found to be acceptable by the Mansfield Township Committee; and

WHEREAS, the attached Shared Services Agreement is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, that the Mayor and the Township Clerk are hereby authorized to execute the attached Shared Services Agreement with the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington, the Borough of Palmyra and the County of Burlington; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officers and the Municipal Clerk of the other Municipalities and to the County of Burlington.

MOTION: HIGGINS

SECOND: CLARK

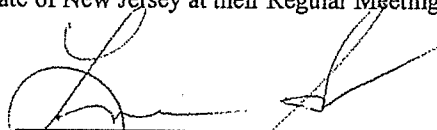
ROLL CALL VOTE:

AYES: HIGGINS, CLARK, GABLE, DIGIUSEPPE, PUGLIA

NAYS: NONE ABSENT: NONE ABSTAIN: NONE

CERTIFICATION

I, **LINDA SEMUS, RMC**, Municipal Clerk of the Township of Mansfield, County of Burlington, State of New Jersey do hereby certify the foregoing to be a true and correct copy of the Resolution adopted by the Mansfield Township Committee, County of Burlington, State of New Jersey at their Regular Meeting held on May 22, 2013, at 7:30 PM at the Municipal Complex.



LINDA SEMUS, RMC, Municipal Clerk

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

THIS AGREEMENT made this, _____ by and between the Township of Delanco 770 Coopertown Road, Delanco, New Jersey 08075, County of Burlington; the Township of Cinnaminson, 900 Manor Road, Cinnaminson, New Jersey 08077, County of Burlington; the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, County of Burlington; the Township of Riverside, 1 W. Scott Street & Pavilion Avenue, Riverside, New Jersey 08075, County of Burlington; the Township of Florence, 711 Broad Street, Florence, New Jersey 08518, County of Burlington; the Township of Bordentown, 1 Municipal Drive, Bordentown, New Jersey 08505, County of Burlington; the Township of Edgewater Park, 400 Delanco Road, Edgewater Park, New Jersey 08010, County of Burlington; the Township of Mansfield, 191A Atlantic Avenue, Columbus, NJ 08022, County of Burlington; the Township of Willingboro, 1 Salem Road, Willingboro, NJ 08046, County of Burlington, the Township of North Hanover, 41 Schoolhouse Road, Wrightstown, NJ 08562, County of Burlington; the City of Bordentown, 324 Farnsworth Avenue, Bordentown, New Jersey 08505, County of Burlington; the City of Burlington, 525 High Street, Burlington, New Jersey 08016, County of Burlington; the Borough of Palmyra, 20 W. Broad Street, Palmyra, New Jersey 08065, County of Burlington, [hereinafter collectively referred to as Municipalities] and the Burlington County Board of Chosen Freeholders, 49 Rancocas Road, Mount Holly, New Jersey 08060 [hereinafter referred to as County];

WHEREAS, the Municipalities are members of the Burlington County Route 130 Task Force Program; and

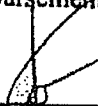
WHEREAS, the Municipalities and the County have agreed to work together in the enforcement of the motor vehicle laws, criminal statutes and local ordinances along the Route 130 Corridor and across jurisdictional lines in cooperation with the Burlington County Sheriff's Department through this Shared Services Agreement

WITNESSETH:

That for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The Municipalities agree to participate in the project utilizing the municipal police and the Sheriff's Department to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and across jurisdictional lines along the Route 130 Corridor.
2. The Municipalities agree to submit requests for reimbursement to the Burlington County Sheriff's Department only for pre-approved traffic details, following the completion of said details with all required reports and reimbursement forms.

Dated: 5/10/13



Township of Delanco
Mayor

WITNESS:


Dated: _____

RESOLUTION 2013 - #53

RESOLUTION AUTHORIZING RIVERSIDE TO ENTER INTO A SHARED SERVICES AGREEMENT FOR THE "BURLINGTON COUNTY ROUTE 130 TASK FORCE" PROGRAM

WHEREAS, the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington and the Borough of Palmyra are neighboring municipalities within the County of Burlington with the Route 130 Corridor running through or adjacent to each; and

WHEREAS, the Police Departments of the Municipalities intersected by Route 130 provide patrols in their respective municipalities; and

WHEREAS, the municipalities often rely upon each other for additional officers to provide such services; and

WHEREAS, the above-named municipalities are participating in the Burlington County Route 130 Task Force Program: and

WHEREAS, the Burlington County Sheriff's Department will be administering a grant from the New Jersey Division of Highway Traffic Safety which will provide reimbursement for approved traffic enforcement details along the Route 130 Corridor; and

WHEREAS, the above-referenced municipalities wish to enter into a Shared Services Agreement to utilize police to enforce motor vehicle statutes, criminal statutes and local ordinances in the municipalities and to allow each of the above-referenced municipalities to cross jurisdictional lines in order to enforce said statutes and ordinances; and

WHEREAS, the attached Shared Services Agreement has been found to be acceptable by the Township Committee of the Township of Riverside; and

WHEREAS, the attached Shared Services Agreement is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee that the Township of Riverside is hereby authorized to execute the attached Shared Services Agreement with the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington, the Borough of Palmyra and the County of Burlington; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Chief Financial Officers and the Municipal Clerk of the other Municipalities and to the County of Burlington.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Governing Body at a meeting held on May 20, 2013.

Susan M Oypsek
(Municipal Clerk)

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

THIS AGREEMENT made this _____ day of _____ by and between the Township of Bordentown, 1 Municipal Drive, Bordentown, New Jersey 08505, County of Burlington; the Township of Cinnaminson, 900 Manor Road, Cinnaminson, New Jersey 08077, County of Burlington; the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, County of Burlington; the Township of Riverside, 1 W. Scott Street & Pavilion Avenue, Riverside, New Jersey 08075, County of Burlington; the Township of Florence, 711 Broad Street, Florence, New Jersey 08518, County of Burlington; the Township of Delanco, 770 Coopertown Road, Delanco, New Jersey 08075, County of Burlington; the Township of Edgewater Park, 400 Delanco Road, Edgewater Park, New Jersey 08010, County of Burlington; the Township of Mansfield, 191A Atlantic Avenue, Columbus, NJ 08022, County of Burlington; the Township of Willingboro, 1 Salem Road, Willingboro, NJ 08046, County of Burlington, the Township of North Hanover, 41 Schoolhouse Road, Wrightstown, NJ 08562, County of Burlington; the City of Bordentown, 324 Farnsworth Avenue, Bordentown, New Jersey 08505, County of Burlington; the City of Burlington, 525 High Street, Burlington, New Jersey 08016, County of Burlington; the Borough of Palmyra, 20 W. Broad Street, Palmyra, New Jersey 08065, County of Burlington, (hereinafter collectively referred to as "Municipalities") and the Burlington County Board of Chosen Freeholders, 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter referred to as "County");

WHEREAS, the Municipalities are members of the Burlington County Route 130 Task Force Program; and

WHEREAS, the Municipalities and the County have agreed to work together in the enforcement of the motor vehicle laws, criminal statutes and local ordinances along the Route 130 Corridor and across jurisdictional lines in cooperation with the Burlington County Sheriff's Department through this Shared Services Agreement

WITNESSETH:

That for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The Municipalities agree to participate in the project utilizing the municipal police and the Sheriff's Department to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and across jurisdictional lines along the Route 130 Corridor.
2. The Municipalities agree to submit requests for reimbursement to the Burlington County Sheriff's Department only for pre-approved traffic details, following the completion of said details with all required reports and reimbursement forms.

Dated: _____

Township of Bordentown
Mayor

WITNESS:

Dated: _____

Dated: _____

Township of Cinnaminson
Mayor

WITNESS:

Dated:

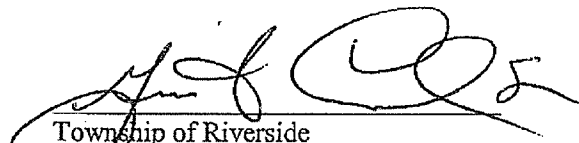
Dated: _____

Township of Delran
Mayor

WITNESS:

Dated:

Dated: May 20, 2013



Township of Riverside
Mayor

WITNESS: Susan M Dyck

5/20/13
Dated:

Dated: _____

Township of Florence
Mayor

WITNESS:

Dated:

Dated: _____

Township of Delanco
Mayor

WITNESS:

Dated:

Dated: _____

WITNESS:

Dated: _____

Dated: _____

WITNESS:

Dated: _____

Dated: _____

WITNESS:

Dated: _____

Dated: _____

WITNESS:

Dated: _____

Dated: _____

WITNESS:

Dated: _____

Township of Edgewater Park
Mayor

Township of Mansfield
Mayor

Township of Willingboro
Mayor

Township of North Hanover
Mayor

City of Bordentown
Mayor

Dated:

WITNESS:

City of Burlington
Mayor

Dated:

Dated:

WITNESS:

Borough of Palmyra

Dated:

Dated:

WITNESS:

County of Burlington

Dated:

**TOWNSHIP OF EDGEWATER PARK
RESOLUTION NO. 2013- 68**

*Resolution Authorizing the Township of Edgewater Park to Enter into a
Shared Services Agreement for the
"BURLINGTON COUNTY ROUTE 130 TASK FORCE" PROGRAM*

WHEREAS, the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington and the Borough of Palmyra are neighboring municipalities within the County of Burlington with the Route 130 Corridor running through or adjacent to each; and

WHEREAS, the Police Departments of the Municipalities intersected by Route 130 provide patrols in their respective municipalities; and

WHEREAS, the municipalities often rely upon each other for additional officers to provide such services; and

WHEREAS, the above-named municipalities are participating in the Burlington County Route 130 Task Force Program: and

WHEREAS, the Burlington County Sheriff's Department will be administering a grant from the New Jersey Division of Highway Traffic Safety which will provide reimbursement for approved traffic enforcement details along the Route 130 Corridor; and

WHEREAS, the above-referenced Municipalities wish to enter into a Shared Services Agreement to utilize police to enforce motor vehicle statutes, criminal statutes and local ordinances in the municipalities and to allow each of the above-referenced municipalities to cross jurisdictional lines in order to enforce said statutes and ordinances; and

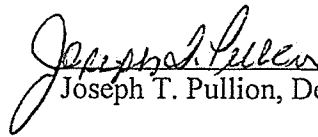
WHEREAS, the attached Shared Services Agreement has been found to be acceptable by the Township Committee of the Township of Edgewater Park; and

WHEREAS, the attached Shared Services Agreement is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

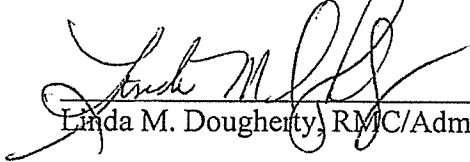
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Edgewater Park that the Mayor and/or Clerk/Administrator is hereby authorized to execute the attached Shared Services Agreement with the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington, the Borough of Palmyra and the County of Burlington; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officers and the Municipal Clerk of the other Municipalities and to the County of Burlington.

TOWNSHIP OF EDGEWATER PARK


 Joseph T. Pullion, Deputy Mayor

I certify that the foregoing Resolution No. 2013-68 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 May 21, 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				
Mr. Kercher	X				2nd
Mr. Pullion	X				1st
Mr. Trainor	X				
Mayor McElwee				X	

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

THIS AGREEMENT made this, _____ by and between the Township of Bordentown, 1 Municipal Drive, Bordentown, New Jersey 08505, County of Burlington; the Township of Cinnaminson, 900 Manor Road, Cinnaminson, New Jersey 08077, County of Burlington; the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, County of Burlington; the Township of Riverside, 1 W. Scott Street & Pavilion Avenue, Riverside, New Jersey 08075, County of Burlington; the Township of Florence, 711 Broad Street, Florence, New Jersey 08518, County of Burlington; the Township of Delanco, 770 Coopertown Road, Delanco, New Jersey 08075, County of Burlington; the Township of Edgewater Park, 400 Delanco Road, Edgewater Park, New Jersey 08010, County of Burlington; the Township of Mansfield, 191A Atlantic Avenue, Columbus, NJ 08022, County of Burlington; the Township of Willingboro, 1 Salem Road, Willingboro, NJ 08046, County of Burlington, the Township of North Hanover, 41 Schoolhouse Road, Wrightstown, NJ 08562, County of Burlington; the City of Bordentown, 324 Farnsworth Avenue, Bordentown, New Jersey 08505, County of Burlington;; the City of Burlington, 525 High Street, Burlington, New Jersey 08016, County of Burlington; the Borough of Palmyra, 20 W. Broad Street, Palmyra, New Jersey 08065, County of Burlington, [hereinafter collectively referred to as Municipalities] and the Burlington County Board of Chosen Freeholders, 49 Rancocas Road, Mount Holly, New Jersey 08060 [hereinafter referred to as County];

WHEREAS, the Municipalities are members of the Burlington County Route 130 Task Force Program; and

WHEREAS, the Municipalities and the County have agreed to work together in the enforcement of the motor vehicle laws, criminal statutes and local ordinances along the Route 130 Corridor and across jurisdictional lines in cooperation with the Burlington County Sheriff's Department through this Shared Services Agreement

WITNESSETH:

That for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The Municipalities agree to participate in the project utilizing the municipal police and the Sheriff's Department to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and across jurisdictional lines along the Route 130 Corridor.

2. The Municipalities agree to submit requests for reimbursement to the Burlington County Sheriff's Department only for pre-approved traffic details, following the completion of said details with all required reports and reimbursement forms.

Dated: _____

Township of Bordentown
Mayor

Page 3
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

Township of Delanco
Mayor

WITNESS:

Dated:

Dated: 5/21/2013
Jordan M. Layher, R.N.A.

Township of Edgewater Park
Deputy Mayor

WITNESS: Jordan M. Layher, R.N.A.
5/21/2013

Dated:

Dated:

Township of Mansfield
Mayor

WITNESS:

Dated:

Dated:

Township of Willingboro
Mayor

WITNESS:

Dated:

Dated:

Township of North Hanover
Mayor

**TOWNSHIP OF DELRAN
RESOLUTION 2013-49**

RESOLUTION AUTHORIZING THE TOWNSHIP OF DELRAN TO ENTER INTO A SHARED SERVICES AGREEMENT FOR THE "BURLINGTON COUNTY ROUTE 130 TASK FORCE" PROGRAM

WHEREAS, the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington and the Borough of Palmyra are neighboring municipalities within the County of Burlington with the Route 130 Corridor running through or adjacent to each; and

WHEREAS, the Police Departments of the Municipalities intersected by Route 130 provide patrols in their respective municipalities; and

WHEREAS, the municipalities often rely upon each other for additional officers to provide such services; and

WHEREAS, the above-named municipalities are participating in the Burlington County Route 130 Task Force Program; and

WHEREAS, the Burlington County Sheriff's Department will be administering a grant from the New Jersey Division of Highway Traffic Safety which will provide reimbursement for approved traffic enforcement details along the Route 130 Corridor; and

WHEREAS, the above-referenced Municipalities wish to enter into a Shared Services Agreement to utilize police to enforce motor vehicle statutes, criminal statutes and local ordinances in the municipalities and to allow each of the above-referenced municipalities to cross jurisdictional lines in order to enforce said statutes and ordinances; and

WHEREAS, the attached Shared Services Agreement has been found to be acceptable by the Township of Delran; and

WHEREAS, the attached Shared Services Agreement is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED by Mayor and Council that the Mayor is hereby authorized to execute the attached Shared Services Agreement with the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington, the Borough of Palmyra and the County of Burlington; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officers and the Municipal Clerk of the other Municipalities and to the County of Burlington.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by Township Council at a meeting held on May 14, 2013.


James Eggers, Municipal Clerk

RESOLUTION NO. 108-2013 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZES A SHARED SERVICES AGREEMENT FOR THE "BURLINGTON COUNTY ROUTE 130 TASK FORCE" PROGRAM

WHEREAS, the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington and the Borough of Palmyra are neighboring municipalities within the County of Burlington with the Route 130 Corridor running through or adjacent to each; and

WHEREAS, the Police Departments of the Municipalities intersected by Route 130 provide patrols in their respective municipalities; and

WHEREAS, the municipalities often rely upon each other for additional officers to provide such services; and

WHEREAS, the above-named municipalities are participating in the Burlington County Route 130 Task Force Program; and

WHEREAS, the Burlington County Sheriff's Department will be administering a grant from the New Jersey Division of Highway Traffic Safety which will provide reimbursement for approved traffic enforcement details along the Route 130 Corridor; and

WHEREAS, the above-referenced Municipalities wish to enter into a Shared Services Agreement to utilize police to enforce motor vehicle statutes, criminal statutes and local ordinances in the municipalities and to allow each of the above-referenced municipalities to cross jurisdictional lines in order to enforce said statutes and ordinances; and

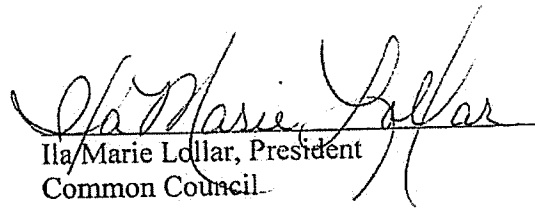
WHEREAS, the attached Shared Services Agreement has been found to be acceptable by the; and

WHEREAS, the attached Shared Services Agreement is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;


NOW, THEREFORE, BE IT RESOLVED by Common Council of the City of Burlington that the Mayor and Municipal Clerk are hereby authorized to execute the attached Shared Services Agreement with the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington, the Borough of Palmyra and the County of Burlington; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officers and the Municipal Clerk of the other Municipalities and to the County of Burlington.

RESOLUTION NO. 108-2013


Ila Marie Lollar, President
Common Council

Attest:


Cindy A. Crivaro, RMC
City Clerk

May 7, 2013

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BABULA	✓		✓			
CONAWAY			✓			
GHAUL			✓			
HATALA			✓			
MERCURI		✓	✓			
WOODARD						✓
LOLLAR			✓			

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

THIS AGREEMENT made this 7th day of May 2013 by and between the Township of Bordentown, 1 Municipal Drive, Bordentown, New Jersey 08505, County of Burlington; the Township of Cinnaminson, 900 Manor Road, Cinnaminson, New Jersey 08077, County of Burlington; the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, County of Burlington; the Township of Riverside, 1 W. Scott Street & Pavilion Avenue, Riverside, New Jersey 08075, County of Burlington; the Township of Florence, 711 Broad Street, Florence, New Jersey 08518, County of Burlington; the Township of Delanco, 770 Coopertown Road, Delanco, New Jersey 08075, County of Burlington; the Township of Edgewater Park, 400 Delanco Road, Edgewater Park, New Jersey 08010, County of Burlington; the Township of Mansfield, 191A Atlantic Avenue, Columbus, NJ 08022, County of Burlington; the Township of Willingboro, 1 Salem Road, Willingboro, NJ 08046, County of Burlington, the Township of North Hanover, 41 Schoolhouse Road, Wrightstown, NJ 08562, County of Burlington; the City of Bordentown, 324 Farnsworth Avenue, Bordentown, New Jersey 08505, County of Burlington;; the City of Burlington, 525 High Street, Burlington, New Jersey 08016, County of Burlington; the Borough of Palmyra, 20 W. Broad Street, Palmyra, New Jersey 08065, County of Burlington, [hereinafter collectively referred to as Municipalities] and the Burlington County Board of Chosen Freeholders, 49 Rancocas Road, Mount Holly, New Jersey 08060 [hereinafter referred to as County];

WHEREAS, the Municipalities are members of the Burlington County Route 130 Task Force Program; and

WHEREAS, the Municipalities and the County have agreed to work together in the enforcement of the motor vehicle laws, criminal statutes and local ordinances along the Route 130 Corridor and across jurisdictional lines in cooperation with the Burlington County Sheriff's Department through this Shared Services Agreement

WITNESSETH:

That for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The Municipalities agree to participate in the project utilizing the municipal police and the Sheriff's Department to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and across jurisdictional lines along the Route 130 Corridor.
2. The Municipalities agree to submit requests for reimbursement to the Burlington County Sheriff's Department only for pre-approved traffic details, following the completion of said details with all required reports and reimbursement forms.

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

Dated: _____

Township of Bordentown
Mayor

WITNESS:

Dated:
Page 2
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

Township of Cinnaminson
Mayor

WITNESS:

Dated:

Dated: _____

Township of Delran
Mayor

WITNESS:

Dated:

Dated: _____

Township of Riverside
Mayor

WITNESS:

Dated:

Dated: _____

WITNESS:

Dated:

Township of Florence
Mayor

Page 3
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

WITNESS:

Dated:

Township of Delanco
Mayor

Dated: _____

WITNESS:

Township of Edgewater Park
Mayor

Dated:

Dated:

Township of Mansfield
Mayor

WITNESS:

Dated:

Dated:

Township of Willingboro
Mayor

WITNESS:

Dated:

Dated:

Township of North Hanover
Mayor

WITNESS:

Dated:

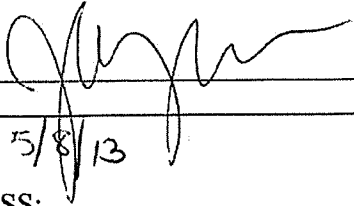
Page 4
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated:

City of Bordentown
Mayor

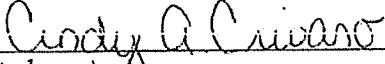
WITNESS:

Dated:



Dated: 5/8/13

City of Burlington
Mayor

WITNESS:


Dated: 5/8/13

Dated:

Borough of Palmyra

WITNESS:

Dated:

Dated:

County of Burlington

WITNESS:

Dated:

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

THIS AGREEMENT made this, 14th day of May, by and between the Township of Bordentown, 1 Municipal Drive, Bordentown, New Jersey 08505, County of Burlington; the Township of Cinnaminson, 900 Manor Road, Cinnaminson, New Jersey 08077, County of Burlington; the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, County of Burlington; the Township of Riverside, 1 W. Scott Street & Pavilion Avenue, Riverside, New Jersey 08075, County of Burlington; the Township of Florence, 711 Broad Street, Florence, New Jersey 08518, County of Burlington; the Township of Delanco, 770 Coopertown Road, Delanco, New Jersey 08075, County of Burlington; the Township of Edgewater Park, 400 Delanco Road, Edgewater Park, New Jersey 08010, County of Burlington; the Township of Mansfield, 191A Atlantic Avenue, Columbus, NJ 08022, County of Burlington; the Township of Willingboro, 1 Salem Road, Willingboro, NJ 08046, County of Burlington, the Township of North Hanover, 41 Schoolhouse Road, Wrightstown, NJ 08562, County of Burlington; the City of Bordentown, 324 Farnsworth Avenue, Bordentown, New Jersey 08505, County of Burlington;; the City of Burlington, 525 High Street, Burlington, New Jersey 08016, County of Burlington; the Borough of Palmyra, 20 W. Broad Street, Palmyra, New Jersey 08065, County of Burlington, [hereinafter collectively referred to as Municipalities] and the Burlington County Board of Chosen Freeholders, 49 Rancocas Road, Mount Holly, New Jersey 08060 [hereinafter referred to as County];

WHEREAS, the Municipalities are members of the Burlington County Route 130 Task Force Program; and

WHEREAS, the Municipalities and the County have agreed to work together in the enforcement of the motor vehicle laws, criminal statutes and local ordinances along the Route 130 Corridor and across jurisdictional lines in cooperation with the Burlington County Sheriff's Department through this Shared Services Agreement

WITNESSETH:

That for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The Municipalities agree to participate in the project utilizing the municipal police and the Sheriff's Department to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and across jurisdictional lines along the Route 130 Corridor.
2. The Municipalities agree to submit requests for reimbursement to the Burlington County Sheriff's Department only for pre-approved traffic details, following the completion of said details with all required reports and reimbursement forms.

Dated: _____

Township of Bordentown
Mayor

WITNESS: _____

Dated: _____

Page 2
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

WITNESS:

Dated:

Dated: May 14, 2013

WITNESS:

James L. Eggers, RMC
Dated: 5/14/13

Dated: _____

WITNESS:

Dated:

Dated: _____

WITNESS:

Dated:

Township of Cinnaminson
Mayor

[Signature]
Township of Delran
Mayor

Township of Riverside
Mayor

Township of Florence
Mayor

Page 3
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

Township of Delanco
Mayor

WITNESS:

Dated:

Dated: _____

Township of Edgewater Park
Mayor

WITNESS:

Dated:

Dated:

Township of Mansfield
Mayor

WITNESS:

Dated:

Dated:

Township of Willingboro
Mayor

WITNESS:

Dated:

Dated:

Township of North Hanover
Mayor

WITNESS:

Dated:

Page 4
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated:

WITNESS:

Dated:

City of Bordentown
Mayor

Dated:

WITNESS:

City of Burlington
Mayor

Dated:

Dated:

WITNESS:

Borough of Palmyra

Dated:

Dated:

WITNESS:

County of Burlington

Dated:

RESOLUTION 2013 -75
TOWNSHIP OF NORTH HANOVER
COUNTY OF BURLINGTON

Pls. put this copy of our "TASK FORCE" Resol.

RESOLUTION AUTHORIZING NORTH HANOVER TOWNSHIP TO ENTER INTO A SHARED SERVICES AGREEMENT FOR THE "BURLINGTON COUNTY ROUTE 130 TASK FORCE" PROGRAM

WHEREAS, the Townships of Bordentown, Cinnaminson, Delray, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington and the Borough of Palmyra are neighboring municipalities within the County of Burlington with the Route 130 Corridor running through or adjacent to each; and

WHEREAS, the Police Departments of the Municipalities intersected by Route 130 provide patrols in their respective municipalities; and

WHEREAS, the municipalities often rely upon each other for additional officers to provide such service; and

WHEREAS, the above-named municipalities are participating in the Burlington County Route 130 Task Force Program; and

WHEREAS, the Burlington County Sheriff's Department will be administering a grant from the New Jersey Division of Highway Traffic Safety, which will provide reimbursement for approved traffic enforcement details along the Route 130 Corridor; and

WHEREAS, the above-referenced Municipalities wish to enter into a Shared Services Agreement to utilize police to enforce motor vehicle statutes, criminal statutes and local ordinances in the municipalities and to allow each of the above-referenced municipalities to cross jurisdictional lines in order to enforce said statutes and ordinances; and

WHEREAS, the attached shared Services Agreement has been found to be acceptable by the Township of North Hanover; and

WHEREAS, the attached Shred Services Agreement is authorized by the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Committee of North Hanover Township that the Mayor is hereby authorized to execute the attached Shared Services Agreement with the Townships of Bordentown, Cinnaminson, Delray, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington and the Borough of Palmyra and the County of Burlington; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officers and the Municipal Clerk of the other Municipalities and to the County of Burlington,

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			X			
Deputy Mayor Butler			X			
Committeeman Delorenzo		X	X			
Committeeman Moscatiello	X		X			
Committeeman Quackenboss			X			

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Mayor and Township Committee of North Hanover Township on June 6, 2013.


Cindy A. Dye, RMC
Township Clerk - North Hanover Township

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

THIS AGREEMENT made this, _____ by and between the Township of Bordentown, 1 Municipal Drive, Bordentown, New Jersey 08505, County of Burlington; the Township of Cinnaminson, 900 Manor Road, Cinnaminson, New Jersey 08077, County of Burlington; the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, County of Burlington; the Township of Riverside, 1 W. Scott Street & Pavilion Avenue, Riverside, New Jersey 08075, County of Burlington; the Township of Florence, 711 Broad Street, Florence, New Jersey 08518, County of Burlington; the Township of Delanco, 770 Coopertown Road, Delanco, New Jersey 08075, County of Burlington; the Township of Edgewater Park, 400 Delanco Road, Edgewater Park, New Jersey 08010, County of Burlington; the Township of Mansfield, 191A Atlantic Avenue, Columbus, NJ 08022, County of Burlington; the Township of Willingboro, 1 Salem Road, Willingboro, NJ 08046, County of Burlington, the Township of North Hanover, 41 Schoolhouse Road, Wrightstown, NJ 08562, County of Burlington; the City of Bordentown, 324 Farnsworth Avenue, Bordentown, New Jersey 08505, County of Burlington;; the City of Burlington, 525 High Street, Burlington, New Jersey 08016, County of Burlington; the Borough of Palmyra, 20 W. Broad Street, Palmyra, New Jersey 08065, County of Burlington, [hereinafter collectively referred to as Municipalities] and the Burlington County Board of Chosen Freeholders, 49 Rancocas Road, Mount Holly, New Jersey 08060 [hereinafter referred to as County];

WHEREAS, the Municipalities are members of the Burlington County Route 130 Task Force Program; and

WHEREAS, the Municipalities and the County have agreed to work together in the enforcement of the motor vehicle laws, criminal statutes and local ordinances along the Route 130 Corridor and across jurisdictional lines in cooperation with the Burlington County Sheriff's Department through this Shared Services Agreement

WITNESSETH:

That for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The Municipalities agree to participate in the project utilizing the municipal police and the Sheriff's Department to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and across jurisdictional lines along the Route 130 Corridor.
2. The Municipalities agree to submit requests for reimbursement to the Burlington County Sheriff's Department only for pre-approved traffic details, following the completion of said details with all required reports and reimbursement forms.

Dated: _____

Township of Bordentown
Mayor

WITNESS:

Page 3
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

WITNESS:

Dated:

Dated: _____

WITNESS:

Dated:

Dated:

WITNESS:

Dated:

Dated:

WITNESS:

Dated:

Dated:

WITNESS: 

10/10/13

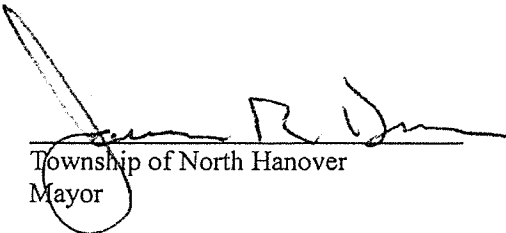
Dated:

Township of Delanco
Mayor

Township of Edgewater Park
Mayor

Township of Mansfield
Mayor

Township of Willingboro
Mayor



Township of North Hanover
Mayor

CITY OF BORDENTOWN

RESOLUTION 2013-59

**AUTHORIZE EXECUTION OF SHARED SERVICES AGREEMENT FOR THE
"BURLINGTON COUNTY ROUTE 130 TASK FORCE PROGRAM"**

WHEREAS, the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington; the Borough of Palmyra are neighboring municipalities within the County of Burlington with the Route 130 Corridor running through or adjacent to each; and

WHEREAS, the Police Departments of the Municipalities intersected by Route 130 provide patrols in their respective municipalities; and

WHEREAS, the Municipalities often rely upon each other for additional officers to provide such services; and

WHEREAS, the above named Municipalities are participating in the *Burlington County Route 130 Task Force Program*; and

WHEREAS, the Burlington County Sheriff's Department will be administering a grant from the New Jersey Division of Highway Traffic Safety which will provide reimbursement for approved traffic enforcement details along the Route 130 Corridor; and

WHEREAS, the above referenced Municipalities wish to enter into a Shared Services Agreement to utilize police to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and to allow each of the above referenced Municipalities to cross jurisdictional lines in order to enforce said statutes and ordinances; and

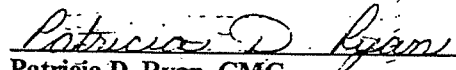
WHEREAS, the attached Shared Services Agreement has been found to be acceptable by the Board of Commissioners of the City of Bordentown; and

WHEREAS, the attached Shared Services Agreement is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Bordentown that the Mayor and City Clerk be and are hereby authorized to execute the attached Shared Services Agreement with the Townships of Bordentown, Cinnaminson, Delran, Riverside, Florence, Delanco, Edgewater Park, Mansfield, Willingboro and North Hanover; the Cities of Bordentown and Burlington; the Borough of Palmyra and the County of Burlington; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Chief Financial Officers and the Municipal Clerk of the above referenced Municipalities and to the County of Burlington.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Commissioners of the City of Bordentown at a regular meeting conducted on the 13th day of May 2013.


Patricia D. Ryan, CMC
City Clerk
Municipal Finance Officer

SHARED SERVICES AGREEMENT

Burlington County Route 130 Task Force

THIS AGREEMENT made this, 13th of May 2013 by and between the Township of Bordentown, 1 Municipal Drive, Bordentown, New Jersey 08505, County of Burlington; the Township of Cinnaminson, 900 Manor Road, Cinnaminson, New Jersey 08077, County of Burlington; the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, County of Burlington; the Township of Riverside, 1 W. Scott Street & Pavilion Avenue, Riverside, New Jersey 08075, County of Burlington; the Township of Florence, 711 Broad Street, Florence, New Jersey 08518, County of Burlington; the Township of Delanco, 770 Coopertown Road, Delanco, New Jersey 08075, County of Burlington; the Township of Edgewater Park, 400 Delanco Road, Edgewater Park, New Jersey 08010, County of Burlington; the Township of Mansfield, 191A Atlantic Avenue, Columbus, NJ 08022, County of Burlington; the Township of Willingboro, 1 Salem Road, Willingboro, NJ 08046, County of Burlington, the Township of North Hanover, 41 Schoolhouse Road, Wrightstown, NJ 08562, County of Burlington; the City of Bordentown, 324 Farnsworth Avenue, Bordentown, New Jersey 08505, County of Burlington;; the City of Burlington, 525 High Street, Burlington, New Jersey 08016, County of Burlington; the Borough of Palmyra, 20 W. Broad Street, Palmyra, New Jersey 08065, County of Burlington, [hereinafter collectively referred to as Municipalities] and the Burlington County Board of Chosen Freeholders, 49 Rancocas Road, Mount Holly, New Jersey 08060 [hereinafter referred to as County];

WHEREAS, the Municipalities are members of the Burlington County Route 130 Task Force Program; and

WHEREAS, the Municipalities and the County have agreed to work together in the enforcement of the motor vehicle laws, criminal statutes and local ordinances along the Route 130 Corridor and across jurisdictional lines in cooperation with the Burlington County Sheriff's Department through this Shared Services Agreement

WITNESSETH:

That for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The Municipalities agree to participate in the project utilizing the municipal police and the Sheriff's Department to enforce motor vehicle statutes, criminal statutes and local ordinances in the Municipalities and across jurisdictional lines along the Route 130 Corridor.
2. The Municipalities agree to submit requests for reimbursement to the Burlington County Sheriff's Department only for pre-approved traffic details, following the completion of said details with all required reports and reimbursement forms.

Dated: _____

Township of Bordentown
Mayor

WITNESS:

Dated:
Page 2
"Burlington County Route 130 Task Force"
Shared Services Agreement

Dated: _____

Township of Cinnaminson
Mayor

WITNESS:

Dated:

Dated: _____

Township of Delran
Mayor

WITNESS:

Dated:

Dated: _____

Township of Riverside
Mayor

WITNESS:

Dated:

Dated: _____

Township of Florence
Mayor

WITNESS:

Dated:

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Shared Services Agreement

Dated: _____

WITNESS:

Dated:

Dated: _____

WITNESS: **

Dated:

Dated:

WITNESS:

Dated:

Dated:

WITNESS:

Dated:

Dated:

WITNESS:

Dated:

Township of Delanco
Mayor

Township of Edgewater Park
Mayor

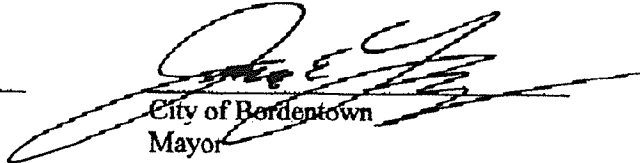
Township of Mansfield
Mayor

Township of Willingboro
Mayor

Township of North Hanover
Mayor

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Shared Services Agreement

May 13, 2013
Dated:


City of Bordentown
Mayor

WITNESS:

Patricia D. Ryan
Dated: 5-13-2013

Dated:

City of Burlington
Mayor

WITNESS:

Dated:

Dated:

Borough of Palmyra

WITNESS:

Dated:

Dated:

County of Burlington

WITNESS:

Dated: