cc: finda Burb L Pard Co Rucker

RESOLUTION 2013-___81

RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A 3 YEAR LEASE WITH OPTION TO PURCHASE FOUR (4) 2013 FORD INTERCEPTOR POLICE SEDAN VEHICLES AND ONE (1) 2013 FORD INTERCEPTOR UTILITY VEHICLE THROUGH THE STATE OF NEW JERSEY COOPERATIVE PRICING SYSTEM (VENDOR 82925) CONTRACT T2776: POLICE VEHICLES: SEDANS AND SPORT UITILITY VEHICLES; WITH AN INCLUSIVE EMERGENCY EQUIPMENT PACKAGE AT A DISCOUNTED RATE (VENDOR 81165) CONTRACT T1786: EQUIPMENT ACQUISITION & INSTALLATION FOR MARKED AND UNMARKED POLICE VEHICLES FUNDED THROUGH FORD CREDIT MUNICIPAL FINANCE PROGRAM

WHEREAS, The Township of Willingboro wishes to enter into a three (3) year lease with option to purchase four (4) 2013 Ford Interceptor Police Sedan vehicles and one (1) 2013 Ford Interceptor Utility Vehicle through the State of New Jersey Cooperative Pricing System (Vendor 82925) Contract T2776: Police Vehicles: Sedan and Sport Utility Vehicles with an inclusive emergency equipment package at a discounted rate through the State of New Jersey Cooperative Pricing System (Vendor 81165) Contract T1786: Equipment Acquisition & installation for marked and unmarked police vehicles, awarded to Chas. S. Winner, Incorporated, doing business as Winner Ford of Cherry Hill, located at 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 to be funded through Ford Credit Municipal Finance Program; and

WHEREAS, the Township of Willingboro is a member in good standing with the State of New Jersey Cooperative Pricing System per Willingboro Township Resolution 2013-30; and

WHEREAS, Chas. S. Winner, Incorporated, doing business as Winner Ford of Cherry Hill, located at 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 has been awarded through the State of New Jersey Cooperative Pricing System (Vendor 82925) Contract T2776: Police Vehicles: Sedan and Sport Utility Vehicles for the contract period of October 25, 2012 to October 24, 2013; and the (Vendor 81165) Contract T1786: Equipment Acquisition & installation for marked and unmarked police vehicles for the contract period of April 2, 2012 to April 15, 2015; and with a 3 Year Lease with an option to purchase through Ford Credit Municipal Finance Program;

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, NJS.A. 40A: 11-12; and

WHEREAS, Winner Ford of Cherry Hill and Ford Credit Municipal Finance Program has submitted a proposal May 3, 2013 indicating they will fund the monies to lease the four (4) 2013 Ford Interceptor Police Sedan Vehicles and one (1) 2013 Ford Interceptor Utility Vehicle with inclusive Emergency Equipment Package at a discounted rate from Winner Ford of Cherry Hill, an authorized vendor, through a 36 month term lease, with an annual percentage rate of 5.75% through Ford Credit Municipal Finance Program and the total amount to be funded is \$172,191.48; payable as three (3) annual in advance payments of \$60,634.30. At the end of the lease, the Township will buy the vehicles with the purchase price of \$1; and

WHEREAS, the qualified purchasing agent recommends the utilization of this contract on the grounds that it represents the best price available, and based on approval from Winner Ford of Cherry Hill, and Ford Credit Municipal Finance Program, and certification of the funds available; and

WHEREAS, the lease funds have been appropriated through the Police Department 2013 Operating Budget for the first advanced annual payment of \$60,634.30; and

WHEREAS, the second advanced annual payment of \$60,634.30 shall be appropriated in the 2014 Police Department Operating Budget, upon extension of this resolution; and

WHEREAS, the third installment of the advanced annual payment of \$60,634.30 shall be appropriated in the 2015 Police Department Operating Budget upon extension of this resolution; and

WHEREAS, with the actual cost for the lease with purchase option of four (4) 2013 Ford Police Interceptors and one (1) 2013 Ford Interceptor Utility Vehicle is expected not to exceed \$172,191.48 and \$1.00 over 36 months; and

WHEREAS, the funds are available for this purpose as is indicated by the Chief Finance Officer's attached certification for the availability of 2013 funds for this contract; and

WHEREAS, the anticipated term of this contract is one (1) year and may be extended up to two (2) times upon approval by this governing body.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 5th, June, 2013, in open public session that the Township Council authorizes the Mayor to execute a lease/purchase agreement with Winner Ford of Cherry Hill; an authorized vendor; to acquire four (4) 2013 Ford Interceptor Police Sedan Vehicles and one (1) Ford Interceptor Utility Vehicle with inclusive Emergency Equipment Package at a discounted rate through a Lease/Purchase Program; and to be funded through Ford Credit Municipal Finance Program; and that is consistent with this resolution, and

BE IT FURTHER RESOLVED, Funds have been appropriated through the Police Department 2013 Operating budget.

BE IT FURTHER RESOLVED, authorizes the Mayor to execute a 36 month lease agreement with Ford Credit Municipal Finance Program with an annual percentage rate of 5.75%. The total amount to be funded is \$172,191.48. At the end of the lease, the township will own the vehicles for the cost of \$1.00; and

BE IT FURTHER RESOLVED, The Mayor is hereby authorized to sign the contract documents necessary to effectuate the award of this contract. The Township Attorney shall review any and all contractual documents prepared in furtherance of this award; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon passage for a term of one (1) year and may be extended up to two (2) times as approved by this governing body; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution, and

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to Winner Ford of Cherry Hill, Ford Credit Municipal Finance Program, and the Finance Director for their information and attention.

Sarah Wooding, Township Clerk

Jacqueline Jennings, Mayor

Recorded Vote
Yes
No Abstain Absent

Councilman Anderson
Councilman Campbell
Councilman Ayer
Deputy Mayor Gordon
Mayor Jennings

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: 06/05/13 Resolution Number: 2013-81

Vendor: WINNEO33 WINNER FORD OF CHERRY HILL

250 HADDONFIELD-BERLIN ROAD

CHERRY HILL, NJ 08034

Contract: C3-00006 FORD VEHICLE LEASING PROGRAM

Account Number Amount Department Description
3-01-25-240-247-146 60,634.30 POLICE DEPARTMENT

Total 60,634.30

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

Chief Financial Officer



Municipal Finance Department 1 American Road, MD7500 Dearborn, Michigan 48126

6/6/13 Rucking

May 3, 2013

Winner Ford

Attn: Al Zimmerman

250 Haddonfield-Berlin Road

Cherry Hill, NJ 08034

Fax: (856) 428-4718, email: amz@winnerford.com

Re: Ford Credit Municipal Finance Program Quotation for Willingboro Township, NJ, Bid #75865

Please review the following Ford Credit Municipal Finance quotation.

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
4	2013 Ford Interceptor Police Package	\$135,712.48
1	2013 Ford Interceptor Utility	\$36,054.00

All required documentation, municipality's first payment to Ford Credit, and the delivery of the vehicle(s) and/or equipment must take place by 06/30/2013. Otherwise, rates and payments are subject to change. The rates and payment factors are applicable for total amounts funded from \$150,000 - \$299,999.

Total Amount <u>Funded</u>	Number of Payments	Payment Timing	APR	Payment <u>Factor</u>	Payment <u>Amount</u>
\$172,191.48	3	Annual in Advance	5.75%	0.352133	\$60,634.30

Note: To calculate payment amount, multiply total amount funded by the payment factor.

Financing is Subject To:

- Municipality's most recent audited financial statement
- Mutually acceptable documentation
- Confirmation from the dealer of actual selling price.

Ford Credit Municipal Finance Program

- An underwriting fee of \$425 is required per transaction, not per unit. It can be paid at time of delivery or funded over the term (included above).
- There is no security deposit, no prepayment penalty, and no mileage penalty
- Non-recourse to the dealer. The same as a cash sale from the dealer to the municipal customer.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, and designates Ford Credit, 1 American Road-MD7500, Dearborn, MI 48126, as first lien holder.
- At term end, the municipality buys the equipment for \$1.
- The municipality, as owner of record, is eligible for Ford Governmental Price Concessions or other discounts. to reduce product cost

If you need additional information, please contact me at (800) 241-4199, option 1. Thank you for your interest in Ford Credit Municipal Finance Program.

Sincerely,

Tabitha Crawford

Tabitha Crawford Marketing Coordinator tcrawf22@ford.com

The second secon	CHERRY HILL, NJ 08034-3409
For Procurement Bureau Use:	
Solicitation #:	22313
Bid Open Date:	02/29/12
CID #:	1039864
Commodity Code:	928-27
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

- A. Delivery: All prices F.O.B. Destination
- B. Method of Operation State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator PO Box 230 Trenton, NJ 08625 (609) 984-7047

	PUB DATE:	08/16/12		
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0202		
MANAN DESAI	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6237		
KRISTI THOMAS	PROCUREMENT SPECIALIST	609-984-1327		
In the event of an emergency, contact the following in the order listed:				

VENDOR INFORMATION				
Vendor Name & Address:	CHAS S WINNER INC 250 HADDONFIELD BERLIN RD CHERRY HILL, NJ 08034-3409			
Contact Person:	DONALD SLIPP			
Contact Phone:	856-427-2726			
Order Fax:	856-428-4718			
Contract#:	81:165			
Expiration Date:	04/01/15			
Terms:	NONE			
Delivery:	SPECIFIED ELSEWHERE			
Small Business Enterprise:	NO			
Minority Business Enterprise:	NO			
Women Business Enterprise:	NO			
Cooperative Purchasing *:	YES			
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?				

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: CHAS S WINNER INC Contract Number: 81165					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	COMM CODE: 928-27-082861 [EQUIPMENT MAINTENANCE AND REPAIR]	300.000	EACH	N/A.	\$4619.00000

.INE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	ITEM DESCRIPTION: EQUIPMENT ACQUISITION AND INSTALLATION FOR UNMARKED CHEVROLET IMPALA POLICE PACKAGE - BUNDLED EQUIPMENT, AS SPECIFIED IN 3.4.3 OF THE RFP. (T- 1786)	FCT			
	COMM CODE: 928-27-082870 [EQUIPMENT MAINTENANCE AND REPAIR]	465.000	EACH	N/A	\$994.84000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	ITEM DESCRIPTION: EQUIPMENT ACQUISITION AND INSTALLATION FOR UNMARKED CHEVROLET CAPRICE POLICE PACKAGE - BUNDLED EQUIPMENT, AS SPECIFIED IN 3.4.2 OF THE RFP. (T-1786)				
00009	COMM CODE: 928-27-082869 [EQUIPMENT MAINTENANCE AND REPAIR]	60.000	EACH	N/A	\$994.84000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	REPAIR] ITEM DESCRIPTION: OPTION: INSTALLATION COST FOR AGENCY PROVIDED ITEMS SUCH AS LIGHTBAR, MULTI- PURPOSE CONTROLLER AND POWER SWITCH, ETC. FOR MARKED CHEVROLET CAPRICE POLICE PACKAGE, AS SPECIFIED IN 3.4.1.8 OF THE RFP. (T-1786)				
00008	COMM CODE: 928-27-082868 [EQUIPMENT MAINTENANCE AND	300.000	HRATE	N/A	\$19.95000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	ITEM DESCRIPTION: OPTION: DIGITAL VIDEO RECORDER, INSTALLED, FOR MARKED CHEVROLET CAPRICE POLICE PACKAGE, AS SPECIFIED IN 3.4.1.7 OF THE RFP. (T-1786)				
00007	COMM CODE: 840-70-082867 [TELEVISION EQUIPMENT AND ACCESSORIES]	300.000	EACH	N/A	\$6149.26000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	. UNIT PRICE
	FOR MARKED CHEVROLET CAPRICE POLICE PACKAGE, AS SPECIFIED IN 3.4.1.6 OF THE RFP. (T-1786)				
	ITEM DESCRIPTION: OPTION: BLUETOOTH PRINTER, INSTALLED,				
	[EQUIPMENT MAINTENANCE AND REPAIR]	**************************************	1		

LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004 81165	COMM CODE: 680-97-082864 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]	300.000	EACH	N/A	\$4907.08000
	ITEM DESCRIPTION: OPTION: PC FIXED MOUNT COMPUTER, INSTALLED, FOR MARKED				
	CHEVROLET CAPRICE POLICE PACKAGE, AS SPECIFIED IN 3.4.1.4 OF THE RFP. (T-1786)		-	·	
	VENDOR: CHAS S WINNER INC				
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005 81165	COMM CODE: 928-27-082865 [EQUIPMENT MAINTENANCE AND REPAIR]	300.000	EACH	N/A	\$335.41000
	ITEM DESCRIPTION: OPTION: USB SCANNER FOR ELECTRONIC TICKETING, INSTALLED, FOR MARKED CHEVROLET CAPRICE POLICE				
	PACKAGE, AS SPECIFIED IN 3.4.1.5 OF THE RFP. (T-1786)				
	VENDOR: CHAS S WINNER INC			,	
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006 81165	COMM CODE: 928-27-082866 [EQUIPMENT MAINTENANCE AND REPAIR]	300.000	EACH	N/A	\$693.73000
	ITEM DESCRIPTION: OPTION: BLUETOOTH PRINTER, INSTALLED, FOR MARKED CHEVROLET CAPRICE POLICE PACKAGE, AS SPECIFIED IN 3.4.1.6 OF THE RFP. (T-1786)				
	VENDOR: CHAS S WINNER INC				
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007 81165	COMM CODE: 840-70-082867 [TELEVISION EQUIPMENT AND ACCESSORIES]	300.000	EACH	N/A	\$6149.26000
	ITEM DESCRIPTION: OPTION: DIGITAL VIDEO RECORDER, INSTALLED, FOR MARKED CHEVROLET CAPRICE POLICE PACKAGE, AS SPECIFIED IN 3.4.1.7 OF THE RFP. (T-1786)				

 INSTALLATION	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	 WOOD HOMEON AND AND AND AND AND AND AND AND AND AN	ľ
FOR UNMARKED FORD POLICE				
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BUNDLED EQUIPMENT, AS				
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OF THE RFP. (T-1786)				ı
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VENDOR:				ĺ
CHAS S WINNER INC				ı
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Downloadable RFP Documents (Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- NJ Standard Terms and Conditions Adobe PDF (93 kb)
- RFP TEXT Adobe PDF (966 kb)
 Attachment # 1 Acceptance Process Flowchart Adobe PDF
- Attachment # 2 New Car Checklist Adobe PDF (132 kb)
- NJ Standard RFP Forms Adobe PDF (750 kb)
- Bidder Data Packet Adobe PDF (51 kb)
- Cooperative Purchase Form Adobe PDF (485 kb)
- Signatory Page Adobe PDF (53 kb)
- Price Sheet Adobe PDF (56 kb)
- Addendum # 1 Responses to eQ&A Adobe PDF (103 kb)

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Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22656
Bid Open Date:	08/17/12
CID #:	1040475
Commodity Code:	071-05
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

- A. Delivery: All prices F.O.B. Destination
- B. Method of Operation State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator PO Box 230 Trenton, NJ 08625 (609) 984-7047

In the event of an emergency, contact the following in the order listed:				
SEPIDEH GHORBANI	PROCUREMENT SPECIALIST	609-292-2190		
KRISTI THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-984-1327		
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206		
	PUB DATE:	03/20/13		

	VENDOR INFORMATION
Vendor Name & Address:	CARMAN DODGE INC 196 S DUPONT HWY NEW CASTLE, DE 19720
Contact Person:	RICH COYLE
Contact Phone:	443-207-1984
Order Fax:	856-428-4718
Contract#:	82927
Expiration Date:	10/24/13
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRAC	T PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?
Vendor Name & Address:	CHAS S WINNER INC DBA WINNER FORD 250 BERLIN ROAD CHERRY HILL, NJ 08034
Contact Person:	DONALD SLIPP
Contact Phone:	856-427-2796

		- UP-10-11-11-11-11-11-11-11-11-11-11-11-11-	•	
MANUFACTURER'S BODY CODE:LDDE48 WITH 27A PACKAGE CODE, NAS (EMISSIONS), ERB (3.6L VVT V6 ENGINE), DGJ (5-SPEED AUTOMATIC TRANSMISSION), TWM (TIRES), WEJ (WHEELS) OPTION CODES. DEALER'S OPTIONS:				
DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
COMM CODE: 071-05-084096 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2776)	1.000	EACH	12.00%	N/A
DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
[AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: SPORT UTILITY VEHICLE, SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2776) BRAND: 2013 DODGE MODEL: DURANGO SSV AWD MANUFACTURER'S BODY CODE: WDEE75 WITH 24X PACKAGE CODE, NAS (EMISSIONS), EZH (5.7L V8 VVT HEMI MULTI DISPLACEMENT ENGINE), DG1 (6-SPEED AUTOMATIC TRANSMISSION) OPTION CODES. DEALER'S OPTIONS:	1.000	·	N/A	\$26460.00000
DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	SOWILITIE		212COOM1	N/A
	WITH 27A PACKAGE CODE, NAS (EMISSIONS), ERB (3.6L VVT V6 ENGINE), DGJ (5-SPEED AUTOMATIC TRANSMISSION), TWM (TIRES), WEJ (WHEELS) OPTION CODES. DEALER'S OPTIONS:	CODE:LDDE48 WITH 27A PACKAGE CODE, NAS (EMISSIONS), ERB (3.6L VVT V6 ENGINE), DGJ (5-SPEED AUTOMATIC TRANSMISSION), TWM (TIRES), WEJ (WHEELS) OPTION CODES. DEALER'S OPTIONS: 1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE 3. RADIO SHIELDING AND GROUNDING DESCRIPTION/MFGR/BRAND COMM CODE: 071-05-084096 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2776) DESCRIPTION/MFGR/BRAND COMM CODE: 071-80-084099 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: SPORT UTILITY VEHICLE, SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2776) BRAND: 2013 DODGE MODEL: DURANGO SSV AWD MANUFACTURER'S BODY CODE: WDEE75 WITH 24X PACKAGE CODE, NAS (EMISSIONS), EZH (5.7L V8 VVT HEMI MULTI DISPLACEMENT ENGINE), DG1 (6-SPEED AUTOMATIC TRANSMISSION) OPTION CODES. DEALER'S OPTIONS: 1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE 3. RADIO SHIELDING AND GROUNDING EST DESCRIPTION/MEGR/RPAND EST	CODE-LDDE48 WITH 27A PACKAGE CODE, NAS (EMISSIONS), ERB (3.6L VVT V6 ENGINE), DGJ (5-SPEED AUTOMATIC TRANSMISSION), TWM (TIRES), WEJ (WHEELS) OPTION CODES. DEALER'S OPTIONS: 1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE 3. RADIO SHIELDING AND GROUNDING DESCRIPTION/MFGR/BRAND COMM CODE: 071-05-084096 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2776) DESCRIPTION/MFGR/BRAND COMM CODE: 071-80-084099 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: SPORT UTILITY VEHICLE, SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2776) BRAND: 2013 DODGE MODEL: DURANGO SSV AWD MANUFACTURER'S BODY CODE: WDEE75 WITH 24X PACKAGE CODE, NAS (EMISSIONS), EZH (5.7L V8 VVT HEMI MULTI DISPLACEMENT ENGINE), DG1 (6-SPEED AUTOMATIC TRANSMISSION) OPTION CODES. DEALER'S OPTIONS: 1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE 3. RADIO SHIELDING AND GROUNDING EST HINT	CODE: LDDE48 WITH 27A PACKAGE CODE, NAS (EMISSIONS), ERB (3.5L VYT VG ENGINE), DG3 (5-SPEED AUTOMATIC TRANSMISSION), TWM (TIRES), WE) (WHEELS) OPTION CODES. DEALER'S OPTIONS: 1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE 3. RADIO SHIELDING AND GROUNDING DESCRIPTION/MFGR/BRAND QUANTITY COMM CODE: 071-05-084096 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2776) DESCRIPTION/MFGR/BRAND QUANTITY TITEM DESCRIPTION: SPORT UTILITY VEHICLE, SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD, AS SPOELTIED IN THE RFP. (SECTION 4, T-2776) BRAND: 2013 DODGE MODEL: DURANGO SSV AWD MANUFACTURER'S BODY CODE: WDEE75 WHET 24X PACKAGE CODE, NAS (EMISSIONS), CEHI (5.7L V8 VVT HEMI MULTI DISPLACEMENT BOOK 10 (6-SPEED AUTOMATIC TRANSMISSION) OPTION CODES. DEALER'S OPTIONS: 1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE 3. RADIO SHIELDING AND GROUNDING EST UINIT 9% HINTI PSCRIPTION/MEGR/BRAND EST UINIT 9% PESCRIPTION/MEGR/BRAND EST UINIT 9% PESCRIPTION/MEGR/BRAND EST UINIT 9%

	SUPPRESSION BONDS), 153 FRONT LICENSE PLATE BRACKET) OPTION CODES.				
	DEALER'S OPTIONS:				
	1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 071-80-084098 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	16.00%	N/A
	ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 3, T-2776)				
Vendor	: DAY CHEVROLET INC	Contract Nun	nber: 82	926	······································
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 071-05-084093 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	N/A	\$19238.00000
	ITEM DESCRIPTION: POLICE VEHICLE, SEDAN, FWD, 200" OVERALL LENGTH, AS SPECIFIED IN THE RFP. (SECTION 1, T-2776)				
	BRAND: 2013 CHEVROLET MODEL: IMPALA POLICE 9C1/9C3, MANUFACTURER'S BODY CODE:				
	1WS19 WITH 3FL, NE1 (EMISSIONS), LFX (3.6L SIDI DOHC V6 VVT), FHS (E85				
	FLEXIBLE FUEL CAPABLE), MX0 (TRANSMISSION, 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED WITH OVERDRIVE), U1C AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER, VK3				
	(LICENSE PLATE BRACKET) OPTION CODES.				
	DEALER'S OPTIONS:				
	1. TWO 1" HOLES IN FIREWALL				
LINE#	DESCRIPTION/MFGR/BRAND	EST	UNIT	% DISCOUNT	UNIT PRICE
	COMM CODE: 071-05-084094 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	25.00%	N/A
	ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 1, T-2776)				

	OPTION CODES.			1	
	DEALER'S OPTION:				
	TWO 1" HOLES IN FIREWALL				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 071-80-084098 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	25.00%	N/A
	ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 3, T-2776)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	COMM CODE: 071-80-084099 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	N/A	\$27479.00000
	ITEM DESCRIPTION: SPORT UTILITY VEHICLE, SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2776)	·			
	BRAND: 2013 CHEVROLET MODEL: TAHOE SSV 4WD MANUFACTURER'S BODY CODE: CK10706 WITH 1FL PACKAGE CODE, NE1 (CA EMISSION), LMG (VORTEC 5.3L V8 SFI FLEX FUEL ENGINE), MYC (6-SPEED AUTOMATIC TRANSMISSION ELECTRONICALLY CONTROLLED), SW4 (IDENTIFIER FOR SPECIAL SERVICE VEHICLE), AZ3 (SEATS), NX7 (WHEELS), QGI (TIRES), US8 (AUDIO SYSTEM, AM/FM STEREO WITH MPS COMPATIBLE CD PLAYER), ZW7 (SUSPENSION PACKAGE) PACKAGE CODES.				
.INE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
į.	COMM CODE: 071-80-084100 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	25.00%	N/A
 - - - - -	ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2776)				
endor	DAY FORD INC	Contract N	hor 020	20	
		Contract Num EST	1	28 %	
INE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		the glid stand ballioning property and the state of	**************************************	**************************************	<u></u>	
	WITH OVERDRIVE), U1C AUDIO					
	SYSTEM, AM/FM STEREO WITH CD PLAYER, VK3					
	(LICENSE PLATE BRACKET) OPTION CODES.					
	DEALER'S OPTIONS:					
	1. TWO 1" HOLES IN FIREWALL					
LINE#/	DESCRIPTION/MFGR/	EST	 	%		
CONTRACT#		QUANTITY	UNIT	DISCOUNT	UNIT PRICE	
00001	COMM CODE: 071-05-084093 [AUTOMOBILES, SCHOOL BUSES,	1.000	EACH	N/A	\$21555.00000	
82925	SUVS, AND]					
	ITEM DESCRIPTION:					
	POLICE VEHICLE, SEDAN, FWD, 200" OVERALL					
	LENGTH, AS SPECIFIED IN THE RFP.					
	(SECTION 1, T-2776)					
	VENDOR:					
	CHAS S WINNER INC					
	DBA WINNER FORD					
	BRAND: 2013 FORD POLICE MODEL: INTERCEPTOR					
	MANUFACTURER'S BODY CODE: P2L WITH					
	500A PACKAGE CODE, 422 (EMISSIONS),					
	998 (3.5L V6TI-VCT FLEXIBLE					
	FUEL ENGINE), 44J (6-SPEED					
	AUTOMATIC TRANSMISSION), 20P (NOISE					
	SUPPRESSION BONDS) OPTION CODES.					
	, , , , , , , , , , , , , , , , , , , ,					
	DEALER'S OPTIONS:					
	1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE					
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE	
00002	COMM CODE: 071-05-084094 [AUTOMOBILES, SCHOOL BUSES,	1.000	EACH	25.00%	N/A	
82926	SUVS, AND]					
	ITEM DESCRIPTION:					
	VEHICLE MANUFACTURER'S PUBLISHED OPTION					
	(FOR THE TRIM LINE AND MANUFACTURER'S					
	BODY CODE BID FOR THE BASE					
	VEHICLE) (SECTION 1, T-2776)					
	VENDOR: DAY CHEVROLET INC					
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE	
00002	COMM CODE: 071-05-084094	1.000	EACH	16.00%	N/A	
82925	[AUTOMOBILES, SCHOOL BUSES, SUVS, AND]					
	1		1		1	

	m a britani kanangan manan a manan sangan manangan arang manangan manangan manggan manggan manggan kanangan ka	rt g tro takenta taranan taranan taranan tahun kanan baharan baharan		* A	
	NE1 (EMISSIONS) LFX (3.6L SIDI DOHC V6 VVT ENGINE), MXO (6-SPEED AUTOMATIC TRANSMISSION, ELECTRONICALLY CONTROLLED), LTC (LICENSE PLATE BRACKET), UBW (AUDIO SYSTEM) OPTION CODES.				
	DEALER'S OPTION:				
	TWO 1" HOLE IN FIREWALL				
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 071-05-084096	1.000	EACH	25.00%	N/A
82926	[AUTOMOBILES, SCHOOL BUSES, SUVS, AND]				
	ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2776)				
	VENDOR: DAY CHEVROLET INC				
LINE#/ CONTRACT#	DESCRIPTION/MFGR/	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
CONTRACT#	BRAND/VNDR	COMMITTE		DISCOOM	i i
00004	COMM CODE: 071-05-084096	1 000	FACH	12 00%	N/Δ
00004 82927	COMM CODE: 071-05-084096 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	12.00%	N/A
	[AUTOMOBILES, SCHOOL BUSES,	1.000	EACH	12.00%	N/A
	[AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE)	1.000	EACH	12.00%	N/A
	[AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2776) VENDOR:	1.000 EST QUANTITY	EACH	12.00% % DISCOUNT	N/A UNIT PRICE
82927 LINE#/	[AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2776) VENDOR: CARMAN DODGE INC	EST		%	
82927 LINE#/ CONTRACT#	[AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2776) VENDOR: CARMAN DODGE INC DESCRIPTION/MFGR/BRAND/VNDR COMM CODE: 071-80-084097 [AUTOMOBILES, SCHOOL BUSES,	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
82927 LINE#/ CONTRACT#	[AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2776) VENDOR: CARMAN DODGE INC DESCRIPTION/MFGR/BRAND/VNDR COMM CODE: 071-80-084097 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: SPORT UTILITY VEHICLE, POLICE PURSUIT, 2WD, AS SPECIFIED IN THE RFP.	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

			<u> </u>	<u> </u>	
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006 82925	COMM CODE: 071-80-084098 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	16.00%	N/A
	ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 3, T-2776)				
	VENDOR: CHAS S WINNER INC DBA WINNER FORD				
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007 82927	COMM CODE: 071-80-084099 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	N/A	\$26460.00000
	ITEM DESCRIPTION: SPORT UTILITY VEHICLE, SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2776)				
	VENDOR: CARMAN DODGE INC				
	BRAND: 2013 DODGE MODEL: DURANGO SSV AWD MANUFACTURER'S BODY CODE: WDEE75 WITH 24X PACKAGE CODE, NAS (EMISSIONS), EZH (5.7L V8 VVT HEMI MULTI DISPLACEMENT ENGINE), DG1 (6-SPEED AUTOMATIC TRANSMISSION) OPTION CODES.				
	DEALER'S OPTIONS:				
	1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE 3. RADIO SHIELDING AND GROUNDING				
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
82928 :	COMM CODE: 071-80-084099 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND] ITEM DESCRIPTION: SPORT UTILITY VEHICLE,	1.000	EACH	N/A	\$27148.00000
	SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD, AS				

	• • • • • • • • • • • • • • • • • • •				
	(SECTION 4, T-2776)				
	VENDOR: DAY CHEVROLET INC				
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008 82928	COMM CODE: 071-80-084100 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND]	1.000	EACH	16.50%	N/A
	ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2776)				
	VENDOR: DAY FORD INC				
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
80000	COMM CODE: 071-80-084100	1.000	EACH	12.00%	N/A
82927	[AUTOMOBILES, SCHOOL BUSES, SUVS, AND]				
	ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2776)				
	VENDOR: CARMAN DODGE INC				

Downloadable RFP Documents (Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- NJ Standard Terms and Conditions Adobe PDF (93 kb)
 RFP TEXT Adobe PDF (959 kb)
 NJ Standard RFP Forms Adobe PDF (764 kb)
 Bidder Data Packet Adobe PDF (51 kb)
 Cooperative Purchase Form Adobe PDF (510 kb)
 Signatory Page Adobe PDF (53 kb)
 Price Sheet Adobe PDF (58 kb)
 Addendum # 1 Responses to Electronic Questions Adobe PDF (319 kb)

RESOLUTION 2013- 81

RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A 3 YEAR LEASE WITH OPTION TO PURCHASE FOUR (4) 2013 FORD INTERCEPTOR POLICE SEDAN VEHICLES AND ONE (1) 2013 FORD INTERCEPTOR UTILITY VEHICLE THROUGH THE STATE OF NEW JERSEY COOPERATIVE PRICING SYSTEM (VENDOR 82925) CONTRACT T2776: POLICE VEHICLES: SEDANS AND SPORT UITILITY VEHICLES; WITH AN INCLUSIVE EMERGENCY EQUIPMENT PACKAGE AT A DISCOUNTED RATE (VENDOR 81165) CONTRACT T1786: EQUIPMENT ACQUISITION & INSTALLATION FOR MARKED AND UNMARKED POLICE VEHICLES FUNDED THROUGH FORD CREDIT MUNICIPAL FINANCE PROGRAM

WHEREAS, The Township of Willingboro wishes to enter into a three (3) year lease with option to purchase four (4) 2013 Ford Interceptor Police Sedan vehicles and one (1) 2013 Ford Interceptor Utility Vehicle through the State of New Jersey Cooperative Pricing System (Vendor 82925) Contract T2776: Police Vehicles: Sedan and Sport Utility Vehicles with an inclusive emergency equipment package at a discounted rate through the State of New Jersey Cooperative Pricing System (Vendor 81165) Contract T1786: Equipment Acquisition & installation for marked and unmarked police vehicles, awarded to Chas. S. Winner, Incorporated, doing business as Winner Ford of Cherry Hill, located at 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 to be funded through Ford Credit Municipal Finance Program; and

WHEREAS, the Township of Willingboro is a member in good standing with the State of New Jersey Cooperative Pricing System per Willingboro Township Resolution 2013-30; and

WHEREAS. Chas. S. Winner, Incorporated, doing business as Winner Ford of Cherry Hill, located at 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 has been awarded through the State of New Jersey Cooperative Pricing System (Vendor 82925) Contract T2776: Police Vehicles: Sedan and Sport Utility Vehicles for the contract period of October 25, 2012 to October 24, 2013; and the (Vendor 81165) Contract T1786: Equipment Acquisition & installation for marked and unmarked police vehicles for the contract period of April 2, 2012 to April 15, 2015; and with a 3 Year Lease with an option to purchase through Ford Credit Municipal Finance Program;

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, NJS.A. 40A: 11-12; and

WHEREAS, Winner Ford of Cherry Hill and Ford Credit Municipal Finance Program has submitted a proposal May 3, 2013 indicating they will fund the monies to lease the four (4) 2013 Ford Interceptor Police Sedan Vehicles and one (1) 2013 Ford Interceptor Utility Vehicle with inclusive Emergency Equipment Package at a discounted rate from Winner Ford of Cherry Hill, an authorized vendor, through a 36 month term lease, with an annual percentage rate of 5.75% through Ford Credit Municipal Finance Program and the total amount to be funded is \$172,191.48; payable as three (3) annual in advance payments of \$60,634.30. At the end of the lease, the Township will buy the vehicles with the purchase price of \$1; and

WHEREAS, the qualified purchasing agent recommends the utilization of this contract on the grounds that it represents the best price available, and based on approval from Winner Ford of Cherry Hill, and Ford Credit Municipal Finance Program, and certification of the funds available; and

WHEREAS, the lease funds have been appropriated through the Police Department 2013 Operating Budget for the first advanced annual payment of \$60,634.30; and

WHEREAS, the second advanced annual payment of \$60,634.30 shall be appropriated in the 2014 Police Department Operating Budget, upon extension of this resolution; and

WHEREAS, the third installment of the advanced annual payment of \$60,634.30 shall be appropriated in the 2015 Police Department Operating Budget upon extension of this resolution; and

WHEREAS, with the actual cost for the lease with purchase option of four (4) 2013 Ford Police Interceptors and one (1) 2013 Ford Interceptor Utility Vehicle is expected not to exceed \$172,191.48 and \$1.00 over 36 months; and

WHEREAS, the funds are available for this purpose as is indicated by the Chief Finance Officer's attached certification for the availability of 2013 funds for this contract; and

WHEREAS, the anticipated term of this contract is one (1) year and may be extended up to two (2) times upon approval by this governing body.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 5th, Junie, 2013, in open public session that the Township Council authorizes the Mayor to execute a lease/purchase agreement with Winner Ford of Cherry Hill; an authorized vendor; to acquire four (4) 2013 Ford Interceptor Police Sedan Vehicles and one (1) Ford Interceptor Utility Vehicle with inclusive Emergency Equipment Package at a discounted rate through a Lease/Purchase Program; and to be funded through Ford Credit Municipal Finance Program; and that is consistent with this resolution, and

BE IT FURTHER RESOLVED, Funds have been appropriated through the Police Department 2013 Operating budget.

BE IT FURTHER RESOLVED, authorizes the Mayor to execute a 36 month lease agreement with Ford Credit Municipal Finance Program with an annual percentage rate of 5.75%. The total amount to be funded is \$172,191.48. At the end of the lease, the township will own the vehicles for the cost of \$1.00; and

BE IT FURTHER RESOLVED, The Mayor is hereby authorized to sign the contract documents necessary to effectuate the award of this contract. The Township Attorney shall review any and all contractual documents prepared in furtherance of this award; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon passage for a term of one (1) year and may be extended up to two (2) times as approved by this governing body; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution, and

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to Winner Ford of Cherry Hill, Ford Credit Municipal Finance Program, and the Finance Director for their information and attention.

Attest:

At ah Wooding, Township Clerk

Jacquefine Jennings, Mayor

Recorded Vote

Yes

No Abstain Absent

Councilman Anderson

Councilman Campbell

Councilman Ayer

Deputy Mayor Gordon

Mayor Jennings

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: 06/05/13 Resolution Number: 2013-81

Vendor: WINNE033 WINNER FORD OF CHERRY HILL

250 HADDONFIELD-BERLIN ROAD

CHERRY HILL, NJ 08034

Contract: C3-00006 FORD VEHICLE LEASING PROGRAM

Account Number Amount Department Description
3-01-25-240-247-146 60,634.30 POLICE DEPARTMENT
Total 60,634.30

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

Chief Financial Officer

CC: Barb-L.

TOWNSHIP OF WILLINGBORO ALLOWING FOR THIRD QUARTER ESTIMATED TAX BILLS

RESOLUTION NO. 2013 – 82

WHEREAS, due to the late adoption of the 2013 County Budget, the Burlington County Board of Taxation is unable to certify the tax rate for the year 2013; and

WHEREAS, without the 2013 certified tax rate, the Tax Collector of Willingboro Township will be unable to issue 2013 tax bills on a-timely basis; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 5th day of June, 2013, as follows:

- 1. The Tax Collector of Willingboro Township be hereby authorized and directed to prepare and issue estimated tax bills for Willingboro Township for the third installment of 2013 taxes.
- 2. The entire estimated tax levy for 2013 is hereby set \$\frac{\$62,814,852.20}\$ (which does not exceed the 105% allowed of the previous year's tax levy).

 The estimated tax rate for 2013 is set at 3.331.

Attest:

Sarah Wooding, RMC

Township Clerk

Jacqueline Jennings, Mayor

CC: Fin

RESOLUTION NO. 2013--83

Authorizing the Approval of Vouchers for Payment & Ratification

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name	of Business: Accountemps, a division of Rober	rt Half of Pa, Inc.						
V	I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. OR							
	I certify that no one stockholder owns 10 undersigned.	0% or more of the issued and outstanding stock of the						
Check	the box that represents the type of busin	ness organization:						
□ Pa	ertnership	Sole Proprietorship						
C Li	mited Partnership Limited Liabil	lity Corporation Limited Liability Partnership						
☐ Su	bchapter S Corporation							
Sign a	and notarize the form below, and, if nec	cessary, complete the stockholder list below.						
Stockh	nolders:							
Name:	Robert Half International Inc.	Name:						
	Address: 2884 Sand Hill Road, Park, CA 94025	Home Address:						
Name:		Name:						
Home	Address:	Home Address:						
Name:		Name:						
Home	Address:	Home Address:						
Subscribe	ed and sworn before me this 26th day of June, 2013.	Robert V. Can]					
(Notary F		(Affiant)						
My Com	mission expires:	Robert W. Glass, Senior Vice President - Corporate Development (Print name & title of affiant)						
		(Corporate Seal)						

Jurat

State of California	
County of SAN MATEO	
Subscribed and sworn to (or affirmed) before me on this	,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.	
Signature S. ROCHA Comm. No. 1932177 NOTARY PUBLIC - CALIFORNIA SAN MATEO COUNTY My Comm. Expires April 10, 2015	

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
STEKHOLDER DISCLOSURE CEPTIFOATION (Title or description of attached document)
(Title or description of attached document)
ACCOUNTEMPS
(Title or description of attached document continued)
Number of Pages Document Date
(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office
 of the county clerk.
- The notary seal impression must be clear and photographically reproducible.
 Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

RESOLUTION NO. 2013-89

Capt Stroke

RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING SETTLEMENT IN THE MATTER OF COMEGNO VS. TOWNSHIP OF WILLINGBORO, DOCKET NO. BUR-L-767-12

WHEREAS, Iris Comegno instituted civil litigation pending in the Superior Court of New Jersey, Law Division, Burlington County against The Township of Willingboro known and captioned as <u>Iris Comegno v. Willingboro Township and Captain Kenneth Strother</u>, Docket No. BUR-L-767-12, hereinafter "the Litigation"; and

WHEREAS, counsel for the respective parties have negotiated a Settlement Agreement resolving the outstanding issues pursuant to an agreement between the parties in the Litigation; and

WHEREAS, without admitting fault or liability, and to avoid complicated, costly and protracted proceedings, the parties to the Litigation have mutually agreed to resolve and terminate the Litigation, pursuant to the Settlement Agreement attached hereto; and

WHEREAS, the terms of the agreement are set forth within the Settlement Agreement attached hereto; and

WHEREAS, the Township Council of the Township of Willingboro has determined that it is in the best interest of the Township of Willingboro to enter into the Settlement Agreement, and subsequent Stipulation of Dismissal resulting from the full execution of the Settlement Agreement by all of the parties; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, on this 5th day of June, 2013, the Township Council of the Township of Willingboro hereby accepts the settlement and authorizes the Mayor to execute the Settlement Agreement in the matter of Iris Comegno vs. the Township of Willingboro, et al., Docket No. BUR-L-767-12; and

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

Jacqueline Jennings, Mayor Township of Willingboro

Attest:

Sarah Wooding, RMC,

Clerk Township of Willingboro

Sarah Wooding

From:

cristal bowie <chb@armstronglawfirm.com>

Sent:

Tuesday, June 11, 2013 3:12 PM

To:

'Joanne Diggs'

Cc:

m armstrong; 'Sarah Wooding'

Subject:

RE: Comegno (XJ-0523) settlemt agreement

Is there a copy signed by the plaintiff that the mayor can sign also? Or is this to be signed in counterparts?

Cristal Holmes-Bowie, Esquire Michael A. Armstrong & Associates, LLC 79 Mainbridge Lane Willingboro, NJ 08046 Office: 609-877-5511

Office: 609-877-5511 Fax: 609-877-7755

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

----Original Message----

From: Sarah Wooding [mailto:swooding@willingborotwp.org]

Sent: Tuesday, June 11, 2013 1:45 PM

To: cristal bowie

Subject: FW: Comegno (XJ-0523)

Cristal,

I got this email from Joanne-no problem. I can provide the resolution, but, is there some kind of signed agreement?

Sarah

From: Joanne Diggs [mailto:jdiggs@willingboronj.gov]

Sent: Tuesday, June 11, 2013 12:58 PM To: 'Elizabeth Garcia'; 'Sarah Wooding'

Cc: 'Kaliner, Wendy'

Subject: RE: Comegno (XJ-0523)

Liz,

I am forwarding this to the Township Clerk, Sarah Wooding who can send you the information requested.

Joanne

From: Elizabeth Garcia [mailto:egarcia@parkermccay.com]

Sent: Tuesday, June 11, 2013 1:01 PM

To: Joanne Diggs Cc: Kaliner, Wendy

Subject: FW: Comegno (XJ-0523)

Ms. Diggs:

Can you please send me and Wendy a copy of the signed agreement and the resolution? Thanks Liz

Elizabeth M. Garcia, Esquire

PARKER McCAY P.A.

P: 856-985-4038

F: 856-489-6980

egarcia@parkermccay.com <mailto:egarcia@parkermccay.com> www.parkermccay.com

http://www.parkermccay.com

From: Kaliner, Wendy [mailto: WKaliner@DVUA.com]

Sent: Thursday, June 06, 2013 1:46 PM

To: Elizabeth Garcia

Subject: RE: Comegno (XJ-0523)

Liz, I need the signed documents and w-9 to provide to the carrier to have them issue the checks. Please get them to me asap. Thanks! Wendy

Wendy B. Kaliner

Summit Risk Services

215-443-3517

Please remember that insurance coverage cannot be bound or changed by

leaving an electronic message or voice mail message. Thank you.

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or the employee or agent responsible for delivering it to the intended

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copying of this communication is strictly prohibited. If you have received

this communication in error, please notify us by telephone immediately.

Thank you.

From: Elizabeth Garcia [mailto:egarcia@parkermccay.com]

Sent: Thursday, June 06, 2013 1:16 PM

To: Kaliner, Wendy

Subject: Comegno

Hi Wendy:

I just spoke to Ms. Diggs. The governing body approved the resolution authorizing the settlement last night. I will getting a copy of the agreement and resolution in the next couple of days to include in your file. Please feel free to

have the two checks cut per the agreement.

Thanks Liz

Elizabeth M. Garcia, Esquire

PARKER McCAY P.A.

P: 856-985-4038

egarcia@parkermccay.com < mail to: egarcia@parkermccay.com > www.parkermccay.com > www.p

http://www.parkermccay.com

9000 Midlantic Drive, Suite 300 P.O. Box 5054 Mount Laurel, New Jersey 08054 P: 856-596-8900 F: 856-489-6980 This e-mail message from the law firm of Parker McCay P.A. is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. U.S. Treasury Circular 230 Notice: Any tax advice contained in this communication (including any attachments) should not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and cannot be used, by a taxpayer for the purpose of avoiding penalties under the Internal Revenue Code.

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nor is such advice intended or written to be used, and cannot be used, by a taxpayer for the purpose of avoiding penalties under the Internal Revenue Code.

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Version: 2013.0.3345 / Virus Database: 3199/6401 - Release Date: 06/11/13

Sarah Wooding

From:

cristal bowie <chb@armstronglawfirm.com>

Sent:

Tuesday, June 11, 2013 3:08 PM

To:

'Sarah Wooding'

Subject:

RE: Comegno (XJ-0523)

Yes, I think the mayor is supposed to sign it too.

Cristal Holmes-Bowie, Esquire Michael A. Armstrong & Associates, LLC 79 Mainbridge Lane Willingboro, NJ 08046 Office: 609-877-5511

Fax: 609-877-7755

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----Original Message-----

From: Sarah Wooding [mailto:swooding@willingborotwp.org]

Sent: Tuesday, June 11, 2013 1:45 PM

To: cristal bowie

Subject: FW: Comegno (XJ-0523)

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Subject: RE: Comegno (XJ-0523)

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To: Joanne Diggs Cc: Kaliner, Wendy

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Elizabeth M. Garcia, Esquire
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P: 856-985-4038
F: 856-489-6980
egarcia@parkermccay.com <mailto:egarcia@parkermccay.com> www.parkermccay.com
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From: Kaliner, Wendy [mailto: WKaliner@DVUA.com]

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Wendy B. Kaliner

Summit Risk Services

215-443-3517

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leaving an electronic message or voice mail message. Thank you.

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Thank you.

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Sent: Thursday, June 06, 2013 1:16 PM

To: Kaliner, Wendy Subject: Comegno

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Thanks Liz

Elizabeth M. Garcia, Esquire

PARKER McCAY P.A.

P: 856-985-4038

egarcia@parkermccay.com <mailto:egarcia@parkermccay.com> www.parkermccay.com

http://www.parkermccay.com

9000 Midlantic Drive, Suite 300 P.O. Box 5054 Mount Laurel, New Jersey 08054 P: 856-596-8900 F: 856-489-6980

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nor is such advice intended or written to be used, and cannot be used, by a taxpayer for the purpose of avoiding penalties under the Internal Revenue Code.

No virus found in this message. Checked by AVG - www.avg.com

Version: 2013.0.3345 / Virus Database: 3199/6401 - Release Date: 06/11/13

ce: Cornegue m. atmistrong B.L. Capt Strothe

RESOLUTION NO. 2013-89

RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING SETTLEMENT IN THE MATTER OF COMEGNO VS. TOWNSHIP OF WILLINGBORO, DOCKET NO. BUR-L-767-12

WHEREAS, Iris Comegno instituted civil litigation pending in the Superior Court of New Jersey, Law Division, Burlington County against The Township of Willingboro known and captioned as <u>Iris Comegno v. Willingboro Township and Captain Kenneth Strother</u>, Docket No. BUR-L-767-12, hereinafter "the Litigation"; and

WHEREAS, counsel for the respective parties have negotiated a Settlement Agreement resolving the outstanding issues pursuant to an agreement between the parties in the Litigation; and

WHEREAS, without admitting fault or liability, and to avoid complicated, costly and protracted proceedings, the parties to the Litigation have mutually agreed to resolve and terminate the Litigation, pursuant to the Settlement Agreement attached hereto; and

WHEREAS, the terms of the agreement are set forth within the Settlement Agreement attached hereto; and

WHEREAS, the Township Council of the Township of Willingboro has determined that it is in the best interest of the Township of Willingboro to enter into the Settlement Agreement, and subsequent Stipulation of Dismissal resulting from the full execution of the Settlement Agreement by all of the parties; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, on this 5th day of June, 2013, the Township Council of the Township of Willingboro hereby accepts the settlement and authorizes the Mayor to execute the Settlement Agreement in the matter of Iris Comegno vs. the Township of Willingboro, et al., Docket No. BUR-L-767-12; and

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

Jacqueline Jennings, Mayer Township of Willingboro

Attest:

Sarah Wooding, RMC,

Clerk Township of Willingboro



Office of the Township Clerk From: Sarah Wooding, RMC Fax: Pages: Phone: Date: Re: CC: ☐ Urgent ☐ For Review Please Reply ☐ Please Comment ☐ Please Recycle ments: as per your request.

Resol. 3013-89

- Hard copy to follow. Comments:

Send Result Report

MFP

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TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX

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

June 17, 2013



Elizabeth M. Garcia, Esquire Parker McCay P.A. 9000 Midlantic Drive, Suite 300 P.O. Box 5054 Mt. Laurel, New Jersey 08054-1539

Re:

Willingboro-Comegno, Iris v. Willingboro Twp.

Dear Ms. Garcia,

As per your request, enclosed please find a fully executed copy of the Settlement Agreement with regards to the above captioned matter.

Thank you.

Sincerely,

Sarah Wooding, RMC

Township Clerk

/saw

Cc: Captain Strother
Joanne Diggs

File

RESOL. 89-

wooding, RMC

Send Result Report

MFP

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Parker McCay P.A. 9000 Midlantic Drive, Suite 300 P.O. Box 5054 Mount Laurel, New Jersey 08054-1539

> P: 856.596.8900 F: 856.596.9631 www.parkermccay.com

Elizabeth M. Garcia, Esquire P: 856-985-4038 F: 856-489-6980 egarcia@parkermccay.com

JUN 1 4 2013

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

June 13, 2013

File No. 14964-0003

Sent Via Overnight Mail

Ms. Sarah Wooding Acting, Township Clerk Township of Willingboro Municipal Complex Reverend Dr. MLK Jr. Drive Willingboro, NJ 08046

Willingboro - Comegno, Iris v. Willingboro Twp.

Docket No. BUR-L-000767-12

Dear Ms. Wooding:

Re:

Enclosed please find an original and one (1) copy of the Settlement Agreement with regard to the above captioned matter. Please have Mayor Jennings and Captain Strother execute both copies, forwarding one to me and keeping one for your files. If you have any questions, please give me a call at (856) 985-4038.

Thank you.

Very truly yours,

EKIZABÉTH'M. GARCIA

EMG/amd

cc: Joanne Diggs Township Manager (w/o encl.)

From: (856) 596-8900 Alice Dawson Parker McCay P.A. 9000 Midlantic Drive Suite 300 Mount Laurel, NJ 08054 Origin ID: WWDA



SHIP TO: (609) 877-2200 X 1028 **BILL SENDER** Sarah Wooding, Acting Twp Clerk Township of Willingboro **Municipal Complex** Reverend Dr. MLK Jr. Drive WILLINGBORO, NJ 08046

Ship Date: 13JUN13 ActWgt: 1.0 LB CAD: 101231423/INET3370

Delivery Address Bar Code



Ref# Invoice #

P0# Dept#

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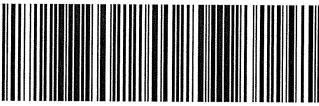
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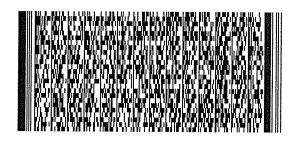
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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, nondelivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



Office of the Township Clerk

To:	Elice	From:	Sarah Woodin	g, RMC
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SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "Agreement") is entered into by and between the Township of Willingboro and Captain Kenneth Strother, (hereafter collectively "the Releasees"), and Iris Comegno (hereinafter "Plaintiff") and her attorneys Attorney Hartman, Chartered (hereafter collectively "the Releasors"). The Releasors and the Releasees hereinafter collectively are referred to as "the parties".

WHEREAS Plaintiff filed a Complaint with the Superior Court of New Jersey, Law Division, Burlington County, bearing Docket No. BUR-L-767-12 (hereinafter "Complaint") against Township of Willingboro and Captain Kenneth Strother alleging personal injury to her employment at the Township of Willingboro; and

WHEREAS the parties wish to settle all controversies among them, including Plaintiff's Complaint filed under Docket No. BUR-L-767-12, and any and all related claims which could have been asserted, filed or brought by Plaintiff whether they are known or unknown; and

WHEREAS all parties acknowledge that the merits of the controversy are in dispute, and no party admits any liability to any other, but all have reason to desire amicable resolution of the matter, including to avoid the cost of further legal proceedings; and

WHEREAS, as used in this Agreement and General Release, these words shall have the following meanings:

(a) "Releasee" means any and all Defendants, Township of Willingboro and Captain Kenneth Strother, their owners, parents, subsidiaries, divisions, affiliates, officers, directors, agents, servants, employees, former employees, representatives, attorneys,

insurers, third - party administrators, successors and assigns, and all persons acting by, through, under, and in concert with any of them.

(b) "Claim" or "Claims" means any and all complaints, claims, liabilities, obligations, promises, agreements, grievances, controversies, damages, actions, causes of action, rights, demands, losses, debts, and expenses (including court costs and attorney's fees actually incurred) which Releasors ever incurred against Releasee or may have in the future against Releasee.

Now, and for the consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which is expressly acknowledged by the parties hereto, the parties agree as follows:

1. <u>SETTLEMENT TERMS AND PAYMENTS.</u>

a. In full and final settlement of the claims filed by Plaintiff, the Township of Willingboro and Captain Kenneth Strother, shall pay the total sum of One Hundred Fifty-Eight Thousand Dollars and No Cents (\$158,000.00) to Releasors. The settlement payment shall be made subsequent to the occurrence of the following events: the receipt by Defendants' counsel of the executed Settlement Agreement and Release and a Stipulation of Dismissal with Prejudice.

Releasees agree to pay Plaintiff the settlement amount of One Hundred Fifty-Eight Thousand Dollars and No Cents (\$158,000.00) for economic damages and non-economic damages, including attorneys' fees, and costs, said settlement amount being fully and completely inclusive of

all claims of any nature, sort or variety, including claims for attorneys' fees and costs incurred by counsel for Plaintiff.

The settlement amount shall be paid by two separate settlement checks, which checks shall be made payable as follows:

Iris Comegno shall receive a check in the amount of One Hundred Five Thousand Two Hundred and Twenty-Eight Dollars and Zero Cents (\$105,228).

Attorneys Hartman, Chartered shall receive a check in the amount of Fifty-Two Thousand Seven Hundred Seventy Two Dollars and Zero Cents (\$52,772).

The total payment shall be received no later than thirty (30) days from the Plaintiff's execution of this Agreement and the Stipulation of Dismissal with Prejudice will be filed upon Plaintiff's receipt of the checks.

b. Releasors agree to assume full responsibility for all applicable State, Federal and local taxes that may be required by law to be paid by Releasors with respect to any settlement payments described herein, if any. Further, Releasors agree to indemnify and hold harmless Releasees for any claim, demand, assessment or penalty relating to any State, Federal or local taxes that may be required by law to be paid by Releasors with respect to the settlement amount.

2. **DISMISSAL OF ACTION.**

Plaintiff understands and agrees that in conjunction with this settlement, the Complaint filed with the Superior Court of New Jersey, Law Division, Burlington County, bearing Docket No. BUR-L-767-12, will be dismissed with prejudice. Plaintiff agrees to not bring any litigation relative to the issues contained in these claims.

3. **RELEASE.**

In consideration for the payment and other consideration provided for in this Agreement, Releasors irrevocably and unconditionally waive, release, discharge and give up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that they may have against Releasees and their affiliates, subsidiaries and/ or any and all of their officers, directors, agents, insurers, attorneys, representatives, and employees (present and former), and their respective successors and assigns, heirs, executors and legal or personal representatives, based upon any act, event, or omission occurring before the execution of this Agreement, including, but not limited to, any events related to, arising from, or in connection with Plaintiff's employment with the Township of Willingboro and the resignation thereof. Releasors specifically waive, release and give up any and all claims against Releasees in connection with Plaintiff's employment with Township of Willingboro and the termination thereof based upon any act, event, or omission occurring before the effective date of this Agreement, including but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations, and/or common law, including but not limited to any potential claim relating to the following (including amendments thereto):

a. New Jersey Employer Employee Relations Act;

- b. Title VII of the Civil Rights Act of 1964;
- c. Sections 1981 through 1988 of Title 42 of United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities Act;
- g. The Age Discrimination in Employment Act of 1967;
- h. The Fair Labor Standards Act;
- i. The Occupational Safety and Health Act;
- j. The Family and Medical Leave Act of 1993;
- k. The Equal Pay Act;
- 1. The New Jersey Law Against Discrimination;
- m. The New Jersey Minimum Wage Law;
- n. The Equal Pay Law for New Jersey;
- o. The New Jersey Worker Health and Safety Act;
- p. The New Jersey Family Leave Act;
- q. The New Jersey Conscientious Employee Protection Act;
- r. Any anti-retaliation provision of any statute or law;
- s. Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any provision of any federal or state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs).

4. **CONFIDENTIALITY.**

Plaintiff agrees that neither she nor her immediate family members, attorneys, heirs, successors, or representatives, will publish, publicize or disseminate, or cause to be published, publicized, or disseminated, to the news and communications media or any agents thereof, information relating to Plaintiff's claims against the Releasees, the contents of this Agreement or the discussions or events leading to it. Releasors agree they will do the same, except as otherwise as required by the Open Public Records Act or any other law the release of records.

5. **NON-DISPARAGEMENT.**

Plaintiff agrees not to make any disparaging statements concerning the Releasees or to defame the Releasees in any manner to any person or entity. Plaintiff agrees not to authorize any person or entity to make any disparaging statements about the Releasees or to defame the Releasees to any person or entity. The Releasees will not authorize any person or entity to make any disparaging statements about Plaintiff or to defame Plaintiff to any person or entity.

6. ATTORNEY'S FEES.

Each party agrees that each party will bear his, her or its own costs and attorneys' fees, if any, which have been incurred in connection with the within matter and in conjunction with the negotiation and preparation of this Agreement and that no amounts other than the payments to be made pursuant to Paragraph 1 of this Agreement shall be sought by or owed to Plaintiff or to any attorney in connection with this matter, and that no monies shall be sought by Releasees and no party will be considered a prevailing party.

7. NO ADMISSION OF LIABILITY.

It is expressly understood that neither the execution of this Agreement, nor any other action taken by the Releasees in conjunction with Plaintiff's alleged claims or this settlement, constitutes admission by the Releasees of any violation of any law, duty or obligation. The parties agree that they have entered into this Agreement for reasons including reasons other than the merits of the case, including to avoid the cost of further legal action, and that no party admits any liability to any other. It is also expressly understood that acceptance of this settlement does not constitute any representation by Plaintiff as to the merits of her claims or lack thereof, and that Plaintiff also wishes to avoid the costs of further legal action.

8. NO EMPLOYMENT RIGHTS.

Plaintiff agrees that she has no right to employment with the Township of Willingboro at any time after the effective date of this Agreement.

9. **NEUTRAL REFERENCE**

The Township of Willingboro shall provide a neutral reference that will contain the following information: employment dates and job title.

10. <u>SATISFACTION OF CLAIMS AND/OR LIENS.</u>

It is further understood that as a condition of this settlement, all claims and/or liens, past, current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Releasors, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claims based on subrogation or any other legal or equitable theory. Releasors therefore agree, upon prompt presentation of any such claims and/or liens, to indemnify and hold Releasees harmless against any judgment entered against Releasees based on such claims and/or liens, including the payment of any fines, charges and attorneys fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasors and their Attorneys agree to pay all costs, interest and attorneys fees relative to any such lien.

11. ENTIRE AGREEMENT.

This Agreement contains the sole and entire Agreement between the parties hereto. Each party represents and acknowledges that, prior to executing this Agreement, they have had ample time to consult with legal counsel prior to making the decision to execute this Agreement, and that no party has relied upon any representation or statement not set forth in this Agreement made by any other party hereto, or their counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.

12. **SEVERABILITY.**

The parties agree that if any Court declares any portion of this Agreement unenforceable, the remaining portions shall be fully enforceable.

13. **CONSTRUCTION.**

The parties understand and agree that this Agreement shall be construed pursuant to the laws of the State of New Jersey.

Each party hereby understands and agrees that she, he and it have had ample time to seek the advice of counsel prior to executing this Agreement, and that each party knowingly and voluntarily has decided to settle all claims against any other party except as otherwise set forth herein after thoroughly reviewing this Agreement with counsel.

0010

Signed, Sealed and delivered this	Day of	, 2013.	

Katherine Hartman, Eso

Mayor Jacqueline Jennings

Captain Kenneth Strother

Date 6/3/13

6/5/13
Date

6/5/13
Date

6/17/13
Date

Date

STATE OF FLORIDA

COUNTY OF Manortee

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

My Comm. Express
February 3, 2017
No. EE 871150

OF FLORING

Notary or Attorney

BUBBLEWRAP

621 Beverly-Rancocas Road

TEL: 609-871-5601 FAX: 609-877-3903 Willingboro NJ 08046

0

STATE

ZIP

DATE

TEL. NO.

ADDRESS NAME

COMPANY

bubblewrap08046@live.com

East Ridge Plaza 621 Beverly - Rancocas Road Willingboro, NJ 08046 609-971-5601- fax 609-877-3903

PKG. I.D.

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06/18/2013 Clerk:1 Register:1

Transaction#: 146635

UPS Ground Rs

Trk#:1Z8W03A80342400655 Ref#:60775

CONTENTS

ME REVIDE MILKING JES

WOODING -CLERK

Packaging Supplies 0.89 0.89

 Yalue up to \$100 are covered at no charge on packages shipped by UPS, Fed Ex and DHL. 1 If there is a question about this shipment, please call us. DO NOT call the carrier! We will act as your agent in filing any claim and will rely on the carrier's investigation to determine

any compensation due.

is made by the customer. All claims must be made within 15 days.
The entry of a C.O.D. amount is not declaration of value.
The ship-to-eddress, written in the "To" area of this form, will be used as delivery address. Additional value must have added insurance to cover value declared or default to \$100. Purchase of insurance will not guarantee payment of that amount unless verification of value Please Remember: If you pack your parcel you are responsible for doing so in a manner to avoid

DECLARED VALUE

Post:08054 Zn:2 Rt Wgt :16.0 oz

10 17.09

17.09

Manual Weight: 0.5 lb

No Value Declared

Merchandise Total:

Standard: 0.06

lunderstand and agree to the above conditions.

Balance Due: 20.00 18.04

Change:

THANK YOU FOR SHOPPING WITH US +SURCHARGES ON USPS STAMPS+ TRACK YOUR

www.bubblewrap08046.com UPS - FedEx - DHL SHIPMENTS AT

SIGNATURE X

ZONE Z CANADA GROUND 2DA AM / PM NDA AM / PM COMMERCIAL STORE PACK WEIGHT DO NOT WRITE BELOW HERE USPS INTL. USPS CAN., MEX. EXPRESS MAIL STANDARD MAIL PRIORITY MAIL RESIDENTIAL CUSTOMER PACK OVERSIZE/DIM C.O.D. DEL. CONF. DECL. VAL. SHIPPING PKG. MATL. PKG. SVCE.

TOTAL

SALES TAX



KEUEIVEL.

JUN 3 5 2013

OFFICE OF THE TOWNSHIP CLERK WILLINGBORO, NEW JERSEY

No Check Enclosed Pavil

June 24, 2013

Parker McCay P.A. 9000 Midlantic Drive, Suite 300 P.O. Box 5054 Mount Laurel, New Jersey 08054-1539

> P: 856.596.8900 F: 856.596.9631 www.parkermccay.com

Elizabeth M. Garcia, Esquire P: 856-985-4038 F: 856-489-6980 egarcia@parkermccay.com

File No. 14964-0003

Sent Via Federal Express

Katherine D. Hartman, Esquire Attorneys Hartman, Chartered 505 South Lenola Road, Suite 121 Moorestown, NJ 08057

Re:

Willingboro - Comegno, Iris v. Willingboro Twp.

Docket No. BUR-L-000767-12

Claim XJ-0523

Dear Ms. Hartman:

Enclosed please find check numbers 1414434 in the amount of \$105,228.00 and 1414435 in the amount of \$52,772.00 in settlement of the above captioned matter.

If you have any questions, please feel free to give me a call.

Very truly yours

ELIZABETH M. GARCIA

EMG/amd

Encl.

cc:

Joanne Diggs, Township Manager (w/o encl.)

Sarah Wooding Acting Township, Clerk (w/o encl.)

Wendy Kaliner, Adjuster (w/o encl.) Captain Kenneth Strother (w/o encl.)



Mount Laurel, New Jersey 08054-1539 9000 Midlantic Drive, Suite 300 P.O. Box 5054



U.S. POSTAGE >>> PITNEY BOWES

Township of Willingboro Municipal Complex Sarah Wooding, Acting Township Clerk

Reverend Dr. MLK Jr. Drive Willingboro, NJ 08046



Parker McCay P.A. 9000 Midlantic Drive, Suite 300 P.O. Box 5054 Mount Laurel, New Jersey 08054-1539

RECEIVED

JU n 2 2013

OFFICE OF THE JUVINSHIP CLERK WILLINGBORO, NEW JERSEY P: 856.596.8900 F: 856.596.9631 www.parkermccay.com

Elizabeth M. Garcia, Esquire P: 856-985-4038 F: 856-489-6980 egarcia@parkermccay.com

June 28, 2013

File No. 14964-0003

Katherine D. Hartman, Esquire Attorneys Hartman, Chartered 505 South Lenola Road, Suite 121 Moorestown, NJ 08057

Re:

Willingboro - Comegno, Iris v. Willingboro Twp.

Docket No. BUR-L-000767-12

Claim XJ-0523

Dear Ms. Hartman:

Enclosed please the Stipulation of Dismissal with Prejudice signed by me. Once this is filed with the court, please forward a copy to me for my file.

Thank you.

Very truly yours,

ELIZABETHM. GARCIA

EMG/amd

Encl.

cc: Joanne Diggs, Township Manager (w/encl.)

Sarah Wooding Acting Township, Clerk (w/encl.)

Wendy Kaliner, Adjuster (w/encl.) Captain Kenneth Strother (w/encl.)

J!!! A = 2013

OFFICE OF THIS TOWNSHIP CLERK WILLINGBORO, NEW JERSEY

ATTORNEYS HARTMAN, CHARTERED 505 S. Lenola Road – Suite 121 Moorestown, N.J. 08057 (856) 235-0220 Attorneys for Plaintiff, Iris Comegno Our File No. 12-1017

5 . July 8

Dated:

IRIS COMEGNO 5 WARREN WAY BURLINGTON, NJ 08016	: SUPERIOR COURT OF NEW JERSEY: LAW DIVISION: BURLINGTON COUNTY
Plaintiff,	: DOCKET NO. L-767-12
Plaintill,	•
v.	: Civil Action
WILLINGBORO TOWNSHIP; AND CAPTAIN KENNETH STROTHER, individually and in his official capacity; Defendants,	: STIPULATION OF DISMISSAL : WITH PREJUDICE
• •	etween the parties hereto having been amicably
-	matter of the file balls to helper distinction, whi
prejudice and without costs to any party.	
ATTORNEYS HARTMAN, CHARTERED Attorneys for Plaintiff, Iris Comegno	PARKER MCCAY P.A. Attorneys for Defendents
By: Katherine D. Hartman	By: Elizabeth M. Garcia 6/28/13
T . 1	• /