

2013 RESOLUTIONS 2013

No. 90-121

RESOLUTION NO. 2013--90
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 5th day of June, 2013 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- _____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- _____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- _____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- _____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
- _____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

RESOLUTION NO. 2013-91

Resounding

**RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING SETTLEMENT IN THE MATTER OF
PRO CAPITAL I, LLC VS. TOWNSHIP OF WILLINGBORO, ET AL.**

WHEREAS, Pro Capital I, LLC, by its custodian, U.S. Bank, N.A., instituted civil litigation pending in the Superior Court of New Jersey, Chancery Division, Burlington County against the Township of Willingboro known and captioned as Pro Capital, I, LLC vs. Township of Willingboro, Lillian Rollins, Trustee, and John Does 1-4, Docket No. BUR-C-11-13, hereinafter "the Litigation"; and

WHEREAS, counsel for the respective parties have negotiated a Settlement Agreement, hereinafter "the Agreement", resolving the outstanding issues between the parties; and

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

WHEREAS, the terms of the agreement are set forth within the 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 accept the terms of the Agreement; and

WHEREAS, the Township Council of the Township of Willingboro agrees to dismiss its counterclaim for demolition costs and facilitate the redemption of the plaintiff's tax lien, that is the subject of this matter, as identified within the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, on this 18th day of June, 2013, the Township Council of the Township of Willingboro hereby accepts the Agreement and authorizes the Mayor to approve the dismissal of Township of Willingboro's counterclaim in this matter; 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

RESOLUTION NO. 2013--92

**RESOLUTION FOR COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE LAW ENFORCEMENT SUPERVISORS ASSOCIATION AND THE
TOWNSHIP OF WILLINGBORO**

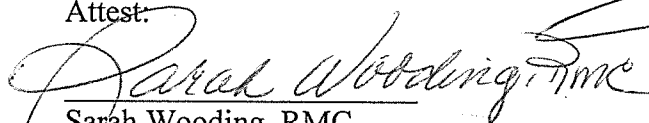
WHEREAS, the Willingboro Law Enforcement Supervisors Association and the Township of Willingboro have concluded collective labor negotiations; and

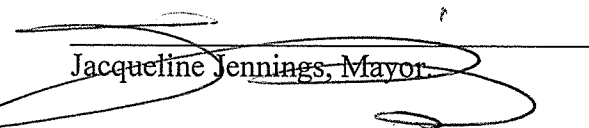
WHEREAS, it is appropriate to formally authorize the execution of the agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of June, 2013, that:

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2012 through December 31, 2015.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Law Enforcement Supervisors Association.
- C. A copy of this resolution shall be submitted to the President of the Willingboro Law Enforcement Supervisors Association for his information and attention.

Attest:


Sarah Wooding, RMC
Township Clerk


Jacqueline Jennings, Mayor

cc: [unclear]

RESOLUTION NO. 2013--93

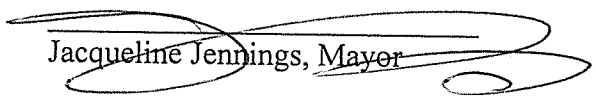
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

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 18th day of June, 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	✓			

Rescinded

Resolution No. 2013- 94
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
PROFESSIONAL SERVICE CONTRACT WITH DENIS C. GERMANO, ESQ.
FOR HEARING OFFICER

WHEREAS, the Township of Willingboro has a need for a Hearing officer; and

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

WHEREAS, on May 31, 2013, the Township of Willingboro published a legal ad for a professional service contract for a Hearing officer to be awarded by established qualification criteria; and

WHEREAS, on June 6, 2013, the Township requested and received statements of qualifications in a manner that fostered a fair and open process, utilizing the criteria and specific minimum requirements to meet the requirements of the Township; and

WHEREAS, upon its review of the statements of qualifications, on the basis of qualifications uniquely suited to the needs of the Township of Willingboro, the Township Council has selected Denis C. Germano, Esquire, as Hearing officer; and

WHEREAS, the Township Council selected Denis C. Germano Attorney-at-Law, 505 South Lenola Road, Suite 120, Moorestown, NJ 08057 as Hearing Officer whose contract shall expire one year from the date of this resolution; and

WHEREAS, it is the intention of the Township and Denis C. Germano, Esquire, to enter into a professional service agreement at a rate not to exceed \$165.00 per hour; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, in open public session on this 18th day of June, 2013, that:

1. The Township appoints Denis C. Germano, Esquire, as Hearing Officer, at the hourly rate of \$165.00 per hour.
2. The appointment is subject to the availability of funds and the continuing needs of the Township.
3. The mayor and Clerk are authorized to execute an agreement with Denis C. Germano for services as Hearing Officer in accordance with the RFQ for this position.

Sarah Wooding, RMC, Clerk

Jacqueline Jennings, Mayor

RESOLUTION NO. 2013-- 95

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 18th day of June, 2013 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- _____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- _____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- _____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- _____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- _____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
- _____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

RESOLUTION NO. 2013--96

Authorizing the Approval of Vouchers for Payment & Ratification


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

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of July 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.

Attest:


Jacqueline Jennings, Mayor


Sarah Wooding, RMC
Township Clerk

*See Resol. 2013-93
HELD*

RESOLUTION NO. 2013--97

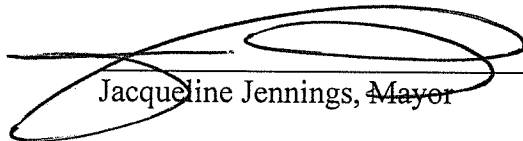
A RESOLUTION AUTHORIZING REFUNDS FOR OVERPAYMENTS OF TAXES

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

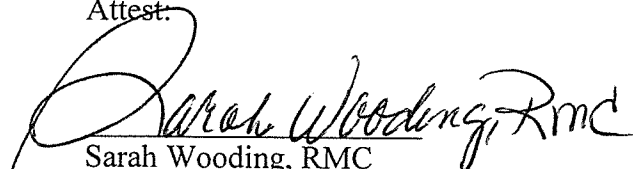
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of July, 2013, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.


Jacqueline Jennings, Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

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

cc: R+V (H)
Asphalt Pav.
J.S.M.

Resolution No. 2013-98

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING CHANGE ORDER #1 FOR
2012 NJDOT TRUST FUND RECONSTRUCTION/RESURFACING OF CHARLESTON
ROAD**

WHEREAS, on or about June 28, 2013 the Township Council of the Township of Willingboro entered into a contract with Asphalt Paving systems, Inc. of P.O.Box530,Hammonton, New Jersey 08037 for the Reconstruction/Resurfacing of Charleston Road, 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 \$518,000.00; and

WHEREAS, there is a final adjustment of as-built quantities and contract costs, resulting in a reduction of \$31,889.68, to the total amended and final contract amount of \$486,110.32; and

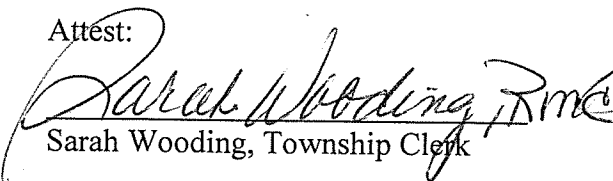
WHEREAS, Township Engineer has found the proposed change order costs to be acceptable; and

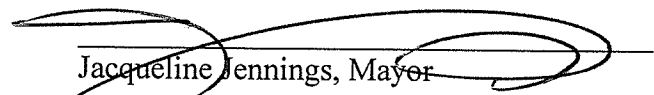
WHEREAS, Township Council has reviewed the Engineer's recommendation for the Change Order #1, amending the contract amount to \$486,110.32.

NOW THEREFORE, BE IT RESOLVED that in open public session on this 2nd day of July 2013 that the Township Council of the Township of Willingboro hereby accepts Change Order #1 for the FY 2012 N.J.D.O.T. Trust Fund Reconstruction/Resurfacing of Charleston Road and amends the contract amount for this project to \$486,110.32 to Asphalt Paving Systems, Inc.

BE IT FURTHER RESOLVED, THAT a copy of this Resolution shall be provided to the Township Engineer, Finance director, and Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey 08037.

Attest:


Sarah Wooding, 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: 07/02/13
Resolution Number: 2013-98

Vendor: ASPHALT ASPHALT PAVING SYSTEMS INC
PO BOX 530
HAMMONTON, NJ

Contract: C2-00007 Asphalt Paving-Charleston Rd

Account Number	Amount	Department Description
C-04-55-911-002-003	31,889.68-	2011 CAPITAL ORDINANCE CHANGE OF PURPOSE
Total	31,889.68-	

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



Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 6, 2013

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

Re: **Township of Willingboro
FY' 2012 N.J.D.O.T. Trust Fund Reconstruction / Resurfacing of
Charleston Road, Change Order No. 1 FINAL
RVA File No. 0338-T-109**

Dear Ms. Diggs:

Enclosed please find four (4) originals of Form SA-1, "State Change Order No. 1 FINAL", signed by Asphalt Paving Systems, Inc. and our office, representing a final adjustment of as-built quantities and contract costs for your review and approval, as summarized below:

• Original Contract Amount:	\$518,000.00
• Final Contract Amount:	\$486,110.32
Total Contract Reduction:	\$ 31,889.68

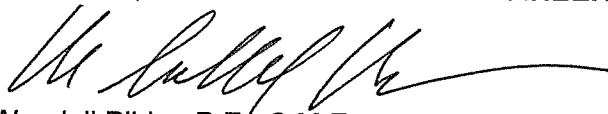
Please sign each original form where it reads "Presiding Officer" and marked with a yellow flag, and return all copies to our office for further processing and submission to the NJDOT.

Additionally, please have the Clerk's Office prepare a Resolution for Council approval which adjusts the contract amount for this project.

If you should have any questions, please contact Kathleen Niemann 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: Sarah Wooding, Township Clerk; Richard Brevogel, Director of Public Works; Barbara Lightfoot, Dept. of Finance; Asphalt Paving Systems, Inc.; Doug Johnson, RVA; Raymond D. Longmore, RVA; Hasson Shipman, RVA

Resolution No. 2013-98

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING CHANGE ORDER #1 FOR
2012 NJDOT TRUST FUND RECONSTRUCTION/RESURFACING OF CHARLESTON
ROAD**

COPY

WHEREAS, on or about June 28, 2013 the Township Council of the Township of Willingboro entered into a contract with Asphalt Paving systems, Inc. of P.O.Box530,Hammonton, New Jersey 08037 for the Reconstruction/Resurfacing of Charleston Road, 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 \$518,000.00; and

WHEREAS, there is a final adjustment of as-built quantities and contract costs, resulting in a reduction of \$31,889.68, to the total amended and final contract amount of \$486,110.32; 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 \$486,110.32.

NOW THEREFORE, BE IT RESOLVED that in open public session on this 2nd day of July 2013 that the Township Council of the Township of Willingboro hereby accepts Change Order #1 for the FY 2012 N.J.D.O.T. Trust Fund Reconstruction/Resurfacing of Charleston Road and amends the contract amount for this project to \$486,110.32 to Asphalt Paving Systems, Inc.

BE IT FURTHER RESOLVED, THAT a copy of this Resolution shall be provided to the Township Engineer, Finance director, and Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey 08037.

Attest:

Jacqueline Jennings, Mayor

Sarah Wooding, Township Clerk

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 1 FINAL
Division of Local Aid and Economic Development

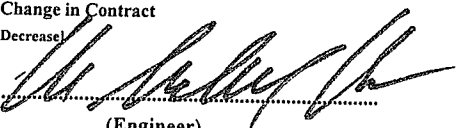
4 Orig. sent to
Kathy at
RW
7/8/13

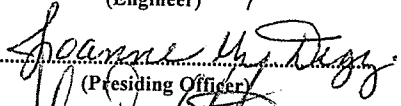
COPY

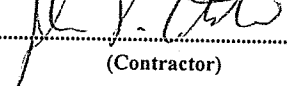
Project	FY' 2012 NJDOT TRUST FUND - RECONSTRUCTION/RESURFACING OF CHARLESTON ROAD (LEVITT PARKWAY TO JFK WAY)
Municipality	TOWNSHIP OF WILLINGBORO
County	BURLINGTON COUNTY
Contractor	ASPHALT PAVING SYSTEMS, INC. P.O. BOX 530, HAMMONTON, NJ 08037

Amount of Original Contract	<u>\$518,000.00</u>	Extra	\$22,576.75
Adjusted Amount Based on Change Order No. 1 FINAL	<u>\$486,110.32</u>	Supplemental	\$17,902.90
		Reduction	<u>(\$72,369.33)</u>
		Total Change	<u>(\$31,889.68)</u>

% Change in Contract (Decrease) 6.56 %


 (Engineer) 6/6/13
 (Date)


 (Presiding Officer) 6/17/13
 (Date)


 (Contractor) 6/5/13
 (Date)

Approved: _____ (Date)

Manager
District 4 - Local Aid

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 1 FINAL
Division of Local Aid and Economic Development

Project	FY' 2012 NJDOT TRUST FUND - RECONSTRUCTION/RESURFACING OF CHARLESTON ROAD (LEVITT PARKWAY TO JFK WAY)
Municipality	TOWNSHIP OF WILLINGBORO
County	BURLINGTON COUNTY
Contractor	ASPHALT PAVING SYSTEMS, INC. P.O. BOX 530, HAMMONTON, NJ 08037

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required) -

A) THE EXISTING 12" REINFORCED CONCRETE PIPE CONNECTING THE TYPE 'B' INLET TO THE STORM MANHOLE WITHIN THE JFK WAY INTERSECTION IS "BACK PITCHED". THE INLET AND STORM SEWER PIPE WAS REPLACED TO ALLOW THE WATER TO DRAIN PROPERLY FROM THE INLET TO THE DISCHARGE MANHOLE.

B) FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

Date of Change Order: MAY 29, 2013

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
<u>EXTRAS:</u>				
15E	CONCRETE SIDEWALK, 4" THICK	274.49 SY	\$75.00	\$20,586.75
17E	HOT MIX ASPHALT DRIVEWAY, 4" THICK	11 SY	\$30.00	\$330.00
24E	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC, 24" THICK	260 LF	\$6.00	\$1,560.00
29E	TWO-WAY PLOWABLE BI- DIRECTIONAL BLUE PAVEMENT REFLECTORS	1 UN	\$100.00	\$100.00
				<u>\$22,576.75</u>
<u>REDUCTIONS:</u>				
5R	TRAFFIC DIRECTOR, FLAGGER	106 HR	\$54.13	\$5,737.78
6R	FUEL PRICE ADJUSTMENT	1 LS	\$14,066.57	\$14,066.57
7R	ASPHALT PRICE ADJUSTMENT	1 LS	\$18,604.33	\$18,604.33
8R	HMA MILLING, 3" OR LESS	19 SY	\$5.00	\$95.00
9R	HOT MIX ASPHALT PAVEMENT REPAIR	1420 SY	\$1.00	\$1,420.00
10R	STABILIZED SOIL AGGREGATE BASE COURSE, ROAD MIXED, 8" THICK	462 SY	\$8.50	\$3,927.00
11R	STABILIZING AGENT, BITUMINOUS MATERIAL	4308.04 GAL	\$2.50	\$10,770.10
12R	TACK COAT	674 GAL	\$0.01	\$6.74
13R	PRIME COAT	2845 GAL	\$0.01	\$28.45
14R	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2.5" THICK	17 TON	\$73.50	\$1,249.50

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 1 FINAL
Division of Local Aid and Economic Development

Project	FY' 2012 NJDOT TRUST FUND - RECONSTRUCTION/RESURFACING
Municipality	OF CHARLESTON ROAD (LEVITT PARKWAY TO JFK WAY)
County	TOWNSHIP OF WILLINGBORO
Contractor	BURLINGTON COUNTY
	ASPHALT PAVING SYSTEMS, INC. P.O. BOX 530, HAMMONTON, NJ 08037

16R	DETECTABLE WARNING SURFACES TRUNCATED DOMES (ARMOR-TILE, FIBERGLASS CAST IN PLACE MODEL # ADA CID2448, OR APPROVED EQUAL)	16 SF	\$50.00	\$800.00
18R	CONCRETE DRIVEWAY, 6" THICK	85.56 SY	\$85.00	\$7,272.60
19R	9" X 18" CONCRETE VERTICAL CURB	348.8 LF	\$10.00	\$3,488.00
20R	RESET EXISTING CASTING	6 UN	\$200.00	\$1,200.00
21R	REGULATORY AND WARNING SIGN	6 SF	\$50.00	\$300.00
22R	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" WIDE TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	574 LF	\$0.35	\$200.90
25R	LOOP DETECTOR	196 SF	\$6.00	\$1,176.00
26R	TOPSOILING, 4" THICK	24 LF	\$22.00	\$528.00
27R	FERTILIZING AND SEEDING, TYPE A-3	38.5 SY	\$0.01	\$0.38
28R	PORTABLE VARIABLE MESSAGE SIGN	38.5 SY	\$0.01	\$0.38
30R		2 UN	\$748.80	\$1,497.60
				<u>\$72,369.33</u>

SUPPLEMENTALS:

S31	EXCAVATION, UNCLASSIFIED	51.2 CY	\$75.00	\$3,840.00
S33	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	43 SY	\$10.00	\$430.00
S34	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	14 TON	\$95.00	\$1,330.00
S35	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING, IF & WHERE DIRECTED	1 UN	\$1,200.00	\$1,200.00
S36	RECONSTRUCTED MANHOLE, USING EXISTING CASTING	1 UN	\$1,200.00	\$1,200.00
S37	12" REINFORCED CONCRETE PIPE, CLASS V	77 LF	\$125.00	\$9,625.00
S38	TRAFFIC DIRECTORS, FLAGGERS	5 HR	\$55.58	\$277.90
				<u>\$17,902.90</u>



TOWNSHIP OF WILLINGBORO

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

July 5, 2013

Asphalt Paving Company, Inc.
Post Office Box 530
Hammonton, New Jersey 08037

REFERENCE: Resolution 2013-98—A Resolution Of the Township of Willingboro Authorizing Change Order No. 1 For 2012 NJDOT Trust Fund Reconstruction/Resurfacing of Charleston Road

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-98 adopted by Willingboro Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 2



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX

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

Willingboro, New Jersey 08046

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

July 5, 2013

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

REFERENCE: Resolution 2013-98—A Resolution Of the Township of Willingboro Authorizing Change Order No. 1 For 2012 NJDOT Trust Fund Reconstruction/Resurfacing of Charleston Road

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-98 adopted by Willingboro Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

bc R+V
for
asphalt

Resolution No. 2013-99
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO RELEASING
RETAINAGE TO ASPHALT PAVING SYSTEMS, INC.
FOR FY 2012 N.J.D.O.T. TRUST FUND
RECONSTRUCTION/ RESURFACING OF CHARLESTON ROAD**

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. has submitted a request for a release of retainage from Asphalt Paving Systems, Inc., for the Reconstruction/Resurfacing of Charleston Road; 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 \$8,908.38 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 \$8,908.38 to Asphalt Paving Systems, Inc. for the Reconstruction/Resurfacing of Charleston Road, 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 2nd day of July, 2013, that the Retainage in the amount \$8,908.38, for the Reconstruction/Resurfacing of Charleston Road project, shall be released to Asphalt Paving Systems, Inc., 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 Asphalt Paving Systems, Inc., for their information and attention.

Jacqueline Jennings, Mayor
Township of Willingboro

ATTEST:

Sarah Wooding, RMC
Sarah Wooding, RMC
Township Clerk

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 6, 2013

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

**Re: Township of Willingboro
FY' 2012 N.J.D.O.T. Trust Fund Reconstruction / Resurfacing of
Charleston Road, Certificate #2 Final and Release of Retainage
RVA File No. 0338-T-109**

Dear Ms. Diggs:


Enclosed please find one (1) original and one (1) copy of Payment Certificate No. 2 FINAL, representing the final payment in the amount of \$31,327.61 and release of retainage in the amount of \$8,908.38, along with the contractor's voucher for payment in connection with the above-referenced project. The total amount of this final payment and release of retainage totals \$40,235.99.

Please have the Clerk's Office prepare a Resolution for Council approval which releases the retainage for this project.

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; Barbara Lightfoot, Dept. of Finance; Asphalt Paving Systems, Inc.; Doug Johnson, RVA; Raymond D. Longmore, RVA; Hasson Shipman, RVA

Orig sent to RVE

RECEIVED

JUN 18 2013

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY



REMINGTON,VERNICK & ARANGO ENGINEERS
CERTIFICATE #2 FINAL

Asphalt Paving Systems, Inc.

P.O. Box 530

Hammonton, NJ 08037

(609) 581-4161

PROJECT NAME

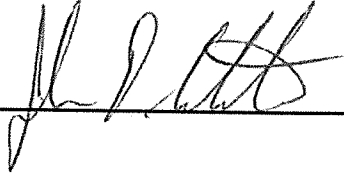
FY 2012 NJDOT TRUST FUND RECONSTRUCTION/RESURFACING OF CHARLESTON ROAD

PROJECT NUMBER:

0338T109

CLIENT:

TOWNSHIP OF WILLINGBORO

x 

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT # 2	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	BREAKAWAY BARRICADES, IF & WHERE DIRECTED	20	UN	\$0.01	\$0.20	0	20	\$0.20
2	DRUMS, IF & WHERE DIRECTED	100	UN	\$0.01	\$1.00	0	100	\$1.00
3	TRAFFIC CONES, IF & WHERE DIRECTED	100	UN	\$25.00	\$2,500.00	0	100	\$2,500.00
4	CONSTRUCTION SIGNS	250	SF	\$20.00	\$5,000.00	0	250	\$5,000.00
5	TRAFFIC DIRECTOR, FLAGGER	320	HR	\$54.13	\$17,321.60	181.5	214	\$11,583.82
6	FUEL PRICE ADJUSTMENT	1	LS	\$10,000.00	\$10,000.00	0	-0.406657	(\$4,066.57)
6E	FUEL PRICE ADJUSTMENT	1	LS	\$300.00	\$300.00	0	0	\$0.00
7	ASPHALT PRICE ADJUSTMENT	1	LS	\$11,000.00	\$11,000.00	0	-0.6913027	(\$7,604.33)
7E	ASPHALT PRICE ADJUSTMENT	1	LS	\$300.00	\$300.00	0	0	\$0.00
8	HMA MILLING, 3" OR LESS	9600	SY	\$5.00	\$48,000.00	0	9351	\$46,755.00
8E	HMA MILLING, 3" OR LESS	230	SY	\$5.00	\$1,150.00	230	230	\$1,150.00
9	HOT MIX ASPHALT PAVEMENT REPAIR	1640	SY	\$1.00	\$1,640.00	0	220	\$220.00
10	STABILIZED SOIL AGGREGATE BASE COURSE, ROAD MIXED, 8" THICK	8135	SY	\$8.50	\$69,147.50	0	7673	\$65,220.50
11	STABILIZING AGENT, BITUMINOUS MATERIAL	32530	GAL	\$2.50	\$81,325.00	0	28221.96	\$70,554.90
12	TACK COAT	1440	GAL	\$0.01	\$14.40	0	748	\$7.48
12E	TACK COAT	35	GAL	\$0.01	\$0.35	17	17	\$0.17
13	PRIME COAT	2845	GAL	\$0.01	\$28.45	0	0	\$0.00
13E	PRIME COAT	25	GAL	\$0.01	\$0.25	0	0	\$0.00
14	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2.5" THICK	2800	TON	\$73.50	\$191,100.00	5	2548	\$187,278.00
14E	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2.5" THICK	35	TON	\$73.50	\$2,572.50	35	35	\$2,572.50
15	CONCRETE SIDEWALK, 4" THICK	400	SY	\$75.00	\$30,000.00	274.49	674.49	\$50,586.75
16	DETECTABLE WARNING SURFACES TRUNCATED DOMES (ARMOR-TILE, FIBERGLASS CAST IN PLACE MODEL # ADA CID2448, OR APPROVED EQUAL)	104	SF	\$50.00	\$5,200.00	0	88	\$4,400.00

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT # 2	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
17	HOT MIX ASPHALT DRIVEWAY, 4" THICK	85	SY	\$30.00	\$2,550.00	11	96	\$2,880.00
18	CONCRETE DRIVEWAY, 6" THICK	150	SY	\$85.00	\$12,750.00	0	64.44	\$5,477.40
19	9" X 18" CONCRETE VERTICAL CURB	1100	LF	\$10.00	\$11,000.00	0	751.2	\$7,512.00
19E	9" X 18" CONCRETE VERTICAL CURB	70	LF	\$10.00	\$700.00	0	0	\$0.00
20	RESET EXISTING CASTING	7	UN	\$200.00	\$1,400.00	0	1	\$200.00
21	REGULATORY AND WARNING SIGN	50	SF	\$50.00	\$2,500.00	0	44	\$2,200.00
22	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 4" WIDE	15215	LF	\$0.35	\$5,325.25	0	14641	\$5,124.35
23	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 8" WIDE	100	LF	\$1.00	\$100.00	0	100	\$100.00
23E	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN 8" WIDE	165	LF	\$1.00	\$165.00	0	0	\$0.00
24	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC, 24" THICK	265	LF	\$6.00	\$1,590.00	0	205	\$1,230.00
24E	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC	320	SF	\$6.00	\$1,920.00	320	320	\$1,920.00
25	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	400	SF	\$6.00	\$2,400.00	0	204	\$1,224.00
26	LOOP DETECTOR	200	LF	\$22.00	\$4,400.00	0	176	\$3,872.00
27	TOPSOILING, 4" THICK	450	SY	\$0.01	\$4.50	0	411.5	\$4.12
27E	TOPSOILING, 4" THICK	16	SY	\$0.01	\$0.16	0	0	\$0.00
28	FERTILIZING AND SEEDING, TYPE A-3	450	SY	\$0.01	\$4.50	0	411.5	\$4.12
28E	FERTILIZING AND SEEDING, TYPE A-3	16	SY	\$0.01	\$0.16	0	0	\$0.00
29	TWO-WAY PLOWABLE BI-DIRECTIONAL BLUE PAVEMENT REFLECTORS	2	UN	\$100.00	\$200.00	1	3	\$300.00
30	PORTABLE VARIABLE MESSAGE SIGN	2	UN	\$748.80	\$1,497.60	0	0	\$0.00
31S	EXCAVATION, UNCLASSIFIED	55	CY	\$75.00	\$4,125.00	51.2	51.2	\$3,840.00
32S	I-13 SOIL AGGREGATE, IF & WHERE DIRECTED	35	CY	\$10.00	\$350.00	0	0	\$0.00
33S	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	55	SY	\$10.00	\$550.00	0	43	\$430.00
34S	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	14	TON	\$95.00	\$1,330.00	0	14	\$1,330.00
35S	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING, IF & WHERE	1	UN	\$1,200.00	\$1,200.00	0	1	\$1,200.00
36S	RECONSTRUCTED MANHOLE, USING EXISTING CASTING	1	UN	\$1,200.00	\$1,200.00	0	1	\$1,200.00

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT # 2	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
37S	12" REINFORCED CONCRETE PIPE, CLASS V	80	LF	\$125.00	\$10,000.00	0	77	\$9,625.00
38S	TRAFFIC DIRECTORS, FLAGGERS	48	MH	\$55.58	\$2,667.84	0	5	\$277.90

TOTAL AMOUNT COMPLETED TO DATE	<u>\$486,110.30</u>
LESS 0% RETAINAGE	<u>\$0.00</u>
SUBTOTAL	<u>\$486,110.30</u>
LESS AMOUNT PREVIOUSLY PAID	\$436,510.41
SUBTOTAL	\$49,599.89
5% PENALTY ON LINE ITEM #14 "HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2.5" THICK" PER HOT MIX ASPHALT CORE REPORT	(\$9,363.90)
	<u>\$40,235.99</u>
AMOUNT DUE THIS CERTIFICATE	<u>\$40,235.99</u>

SUMMARY

ORIGINAL CONTRACT AMOUNT	\$518,000.00
CHANGE ORDERS (ADJUSTED AMOUNTS)	
1	(\$31,889.70)
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00
TOTAL CHANGE ORDERS	(\$31,889.70)
AMENDED CONTRACT AMOUNT	\$486,110.30

PAYMENTS TO DATE (AMOUNT)

1	\$436,510.41
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL PAYMENTS TO DATE (AMOUNT)

\$436,510.41

AMOUNT OF THIS CERTIFICATE

\$40,235.99

TOTAL AMOUNT OF WORK COMPLETED

\$486,110.30

NOTICE TO PROCEED DATE

08/20/12

PROJECT COMPLETION DATE

05/30/13

Kathleen Munn 6/5/13
Contract Administrator Date

Ryan D. ... 6/6/13
Remington & Vernick Inspector Date

M. Sully 6/6/13
Municipal Engineer Date

WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

No 22117

Pay To Asphalt Paving Systems, Inc.

ADDRESS PO Box 530

CITY Hammonton, NJ 08037

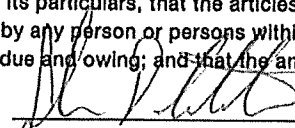
DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Total Amount Completed to Date		\$486,110.30
	Less 0% Retainage		.00
	Subtotal		\$486,110.30
	Less Amount Previously Paid	-	\$436,510.41
	Less 5% Penalty on Line Item #14 "Hot Mix Asphalt 9.5M64 Surface Course, 2.5" Thick" Per Hot Mix Asphalt Core Report		-\$ 9,363.90
	AMOUNT DUE THIS CERTIFICATE		\$ 40,235.99

VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I further certify that, as an employer with [] more than five (5) employees
[] less than five (5) employees
(Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.



 Signature
PROJECT MANAGER

 Title

DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

Signature _____

Title _____

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID
	Approved for Payment	CHECK No.
	Township Manager	

Resolution No. 2013-99
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO RELEASING
RETAINAGE TO ASPHALT PAVING SYSTEMS, INC.
FOR FY 2012 N.J.D.O.T. TRUST FUND
RECONSTRUCTION/ RESURFACING OF CHARLESTON ROAD**

COPY

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. has submitted a request for a release of retainage from Asphalt Paving Systems, Inc., for the Reconstruction/Resurfacing of Charleston Road; 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 \$8,908.38 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 \$8,908.38 to Asphalt Paving Systems, Inc. for the Reconstruction/Resurfacing of Charleston Road, 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 2nd day of July, 2013, that the Retainage in the amount \$8,908.38, for the Reconstruction/Resurfacing of Charleston Road project, shall be released to Asphalt Paving Systems, Inc., 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 Asphalt Paving Systems, Inc., for their information and attention.

Jacqueline Jennings, Mayor
Township of Willingboro

ATTEST:

Sarah Wooding, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX

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

Willingboro, New Jersey 08046

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

July 5, 2013

Asphalt Paving Company, Inc.
Post Office Box 530
Hammonton, New Jersey 08037

REFERENCE: Resolution 2013-99—A Resolution Of the Township Council of Township of Willingboro Releasing Retainage to Asphalt Paving Systems, Inc. For FY 2012 NJDOT Trust Fund Reconstruction/Resurfacing of Charleston Road and
Resolution 2013 100 A Resolution of the Willingboro Releasing the Performance Bond for the NJDOT FY 2012 Trust Fund Reconstruction/Resurfacing of Charleston Road and Accepting a two Year Maintenance Bond No. 6776702

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-99 and Resolution 2013-100 adopted by Willingboro Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 2



TOWNSHIP OF WILLINGBORO

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

July 5, 2013

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

REFERENCE: Resolution 2013-99—A Resolution Of the Township Council of Township of Willingboro Releasing Retainage to Asphalt Paving Systems, Inc. For FY 2012 NJDOT Trust Fund Reconstruction/Resurfacing of Charleston Road and
Resolution 2013-100, A Resolution of the Willingboro Releasing the Performance Bond for the NJDOT FY 2012 Trust Fund Reconstruction/Resurfacing of Charleston Road and Accepting a two Year Maintenance Bond No. 6776702

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-99 and Resolution 2013-100 adopted by Willingboro Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 2

RESOLUTION NO. 2013 -100

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO RELEASING
THE PERFORMARNCE BOND FOR THE N.J.D.O.T. FY 2012 TRUST
FUND RECONSTRUCTION / RESURFACING OF CHARLESTON ROAD
AND ACCEPTING A TWO YEAR MAINTENANCE BOND # 6776702**

WHEREAS, Remington, Vernick and Arango Engineers, and Affiliates, Inc. has inspected the N.J.D.O.T. FY 2012 Trust Fund Reconstruction/Resurfacing of Charleston Road project by the Asphalt Paving Systems, Inc.; and

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

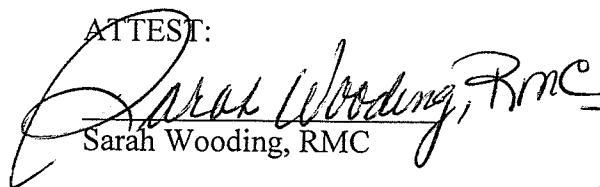
WHEREAS, it is the recommendation of the Township's Engineer that the Township of Willingboro release the Performance Surety Bond # 6776702 in the amount of Five Hundred eighteen thousand dollars and 00/100 cents (\$518,000.00) and upon a posting of a two year Maintenance Bond in the amount of Four Hundred eighty six thousand one hundred ten dollars and 30/100 cents (\$486,110.30) provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

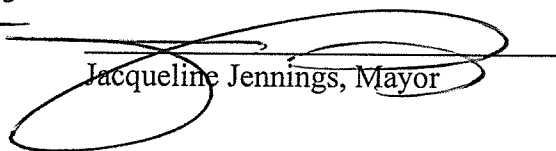
WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Performance Bond and accept a two year Maintenance Bond in the amounts referenced herein, contingent upon the payment of all outstanding escrow invoices, in accordance with the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

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of July 2013, that the performance bond # # 6776702 in the amount of Five Hundred eighteen thousand dollars and 00/100 cents (\$518,000.00) will be released for the reconstruction/resurfacing of Charleston Road as described above and the Township will accept a two year Maintenance Bond in the amount of Four Hundred eighty six thousand one hundred ten dollars and 30/100 cents (\$486,110.30) number 6776702.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, and Asphalt Paving Systems, Inc. for their information and attention.

ATTEST:


Sarah Wooding, RMC


Jacqueline Jennings, Mayor



TOWNSHIP OF WILLINGBORO

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

July 5, 2013

COPY

Asphalt Paving Systems, Inc.
P. O. Box 530
Hammonton, New Jersey 08037

RE: **Release of Performance Bond** for FY 2012 New Jersey
Department of Transportation Trust Fund
Reconstruction/Resurfacing of Charleston Road

Dear Sir:

Attached is a copy of Resolution 2013-100, which was adopted by Willingboro Township Council at their meeting of July 2, 2013. Also enclosed is the original Performance Bond #6776702.

It would be greatly appreciated if you would let this office know that you have received your performance bond. Please call my office at 609-877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/saw



TOWNSHIP OF WILLINGBORO

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

July 5, 2013

This one came back

Asphalt Paving Systems, Inc.
500 North Egg Harbor Road
Hammonton, New Jersey 08037

**RE: Release of Performance Bond for FY 2012 New Jersey
Department of Transportation Trust Fund
Reconstruction/Resurfacing of Charleston Road**

Dear Sir:

Attached is a copy of Resolution 2013-100, which was adopted by Willingboro Township Council at their meeting of July 2, 2013. Also enclosed is the original Performance Bond #6776702.

Sincerely,

Sarah Wooding, RMC

Sarah Wooding, RMC
Township Clerk

/saw

Encl.



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX

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

Willingboro, New Jersey 08046

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

July 5, 2013

Asphalt Paving Company, Inc.
Post Office Box 530
Hammonton, New Jersey 08037

REFERENCE: Resolution 2013-99—A Resolution Of the Township Council of Township of Willingboro Releasing Retainage to Asphalt Paving Systems, Inc. For FY 2012 NJDOT Trust Fund Reconstruction/Resurfacing of Charleston Road and
Resolution 2013 100 A Resolution of the Willingboro Releasing the Performance Bond for the NJDOT FY 2012 Trust Fund Reconstruction/Resurfacing of Charleston Road and Accepting a two Year Maintenance Bond No. 6776702

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-99 and Resolution 2013-100 adopted by Willingboro Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 2



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX

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

Willingboro, New Jersey 08046

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

July 5, 2013

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

REFERENCE: Resolution 2013-99—A Resolution Of the Township Council of Township of Willingboro Releasing Retainage to Asphalt Paving Systems, Inc. For FY 2012 NJDOT Trust Fund Reconstruction/Resurfacing of Charleston Road and
Resolution 2013-100, A Resolution of the Willingboro Releasing the Performance Bond for the NJDOT FY 2012 Trust Fund Reconstruction/Resurfacing of Charleston Road and Accepting a two Year Maintenance Bond No. 6776702

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-99 and Resolution 2013-100 adopted by Willingboro Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 2

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 6, 2013

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

**Re: Township of Willingboro
FY' 2012 N.J.D.O.T. Trust Fund Reconstruction / Resurfacing of
Charleston Road, Maintenance Bond No. 6776702
RVA File No. 0338-T-109**

Dear Ms. Diggs:

Enclosed, please find Asphalt Paving System Inc.'s Maintenance Bond No. 6776702, 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; Asphalt Paving Systems, Inc.; Doug Johnson, RVA; Raymond D. Longmore, RVA; Hasson Shipman, RVA

*Perf. Bond
Returned*

RECEIVED

JUN 18 2013

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

*Maint Bond
in Vault*
*Perf. Bond
2013-100*

PERFORMANCE BOND

Safeco Insurance Company of America
Keene, NH

Bond No.: 6776702

CONTRACTOR:

(Name, legal status and address)

Asphalt Paving Systems, Inc.
500 North Egg Harbor Road
Hammonton, NJ 08037

SURETY:

(Name, legal status and principal place of business)

Safeco Insurance Company of America
62 Maple Avenue
Keene, NH 03431

OWNER:

(Name, legal status and address)

Township of Willingboro
One Rev. Dr. Martin Luther King Jr. Drive
Willingboro, NJ 08046

COPY

CONSTRUCTION CONTRACT

Date:

Amount: Five Hundred Eighteen Thousand--(\$518,000.00)

Description:

(Name and location)

FY' 2012 New Jersey Department of Transportation Trust Fund Reconstruction/Resurfacing of Charleston Road

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: Five Hundred Eighteen Thousand--(\$518,000.00)

Modifications to this Bond:

X None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Asphalt Paving Systems, Inc.

(Corporate Seal)

Signature:

Name and Title: Robert Capoferri, President

SURETY

Company:

Safeco Insurance Company of America

(Corporate Seal)

Signature:

Name and Title: Cecelia D. Brown, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Raffuel Surety Group
877 Brunswick Avenue
Trenton, NJ 08638
609-394-8200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5450373

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **ALENE M. FISCHER; CECELIA D. BROWN; CHARLES MCCABE; JESSICA HIGGINSON; JULIA A. MCCABE; KEVIN MCCABE; MICHELLE MCGINN; SCOTT MARTIN**.....

all of the city of MULLICA HILL, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of JUNE, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 27th day of JUNE, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of July, 2012.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or individual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



SAFECO INSURANCE COMPANY OF AMERICA
FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets		Liabilities	
Cash and Bank Deposits	\$ 142,401,794	Unearned Premiums	\$ 765,946,552
*Bonds — U.S Government.....	213,904,445	Reserve for Claims and Claims Expense.....	1,673,156,676
*Other Bonds	2,065,056,385	Funds Held Under Reinsurance Treaties.....	0
*Stocks.....	542,053,558	Reserve for Dividends to Policyholders.....	209,734
Real Estate	0	Additional Statutory Reserve.....	0
Agents' Balances or Uncollected Premiums	519,959,131	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	26,688,776	Other Liabilities.....	<u>544,037,508</u>
Other Admitted Assets	<u>344,092,016</u>	Total.....	2,983,350,470
		Special Surplus Funds.....	\$ 20,576,030
		Capital Stock	5,000,000
		Paid in Surplus	580,930,179
		Unassigned Surplus	264,299,426
Total Admitted Assets	<u>\$3,854,156,105</u>	Surplus to Policyholders.....	870,805,635
		Total Liabilities and Surplus.....	<u>\$3,854,156,105</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Safeco Insurance Company's financial statement filed with the state of New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

T. Mikolajewski

Assistant Secretary



SURETY DISCLOSURE STATEMENT AND CERTIFICATION pursuant to N.J.S.A. 2A:44-143

SAFECO INSURANCE COMPANY OF AMERICA, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
The surplus of Safeco Insurance Company of America as determined in accordance with the applicable laws of this State, totals \$870,805,635.00 as of the calendar year ended December 31, 2011, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
Safeco Insurance Company of America has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2011 in the amount of \$54,431,000.00.

The amount of the bond to which this statement and certification is attached is \$ 518,000.00

If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Table with 3 columns: Reinsurer, Address, Amount. Content: (Not Applicable) and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

David M. Carey, as Assistant Secretary for Safeco Insurance Company of America, a stock insurance company domiciled in New Hampshire, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Safeco Insurance Company of America are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Safeco Insurance Company of America are false, this bond is VOIDABLE.

SAFECO INSURANCE COMPANY OF AMERICA
By: David M. Carey
David M. Carey, Assistant Secretary

Dated: July 26, 2012

PAYMENT BOND

Safeco Insurance Company of America
Keene, NH

Bond No.: 6776702

CONTRACTOR:

(Name, legal status and address)

Asphalt Paving Systems, Inc.

500 North Egg Harbor Road

Hammonton, NJ 08037

SURETY:

(Name, legal status and principal place of business)

Safeco Insurance Company of America

62 Maple Avenue

Keene, NH 03431

OWNER:

(Name, legal status and address)

Township of Willingboro

One Rev. Dr. Martin Luther King Jr. Drive

Willingboro, NJ 08046

CONSTRUCTION CONTRACT

Date:

Amount: Five Hundred Eighteen Thousand---(\$518,000.00)

Description:

(Name and location)

FY' 2012 New Jersey Department of Transportation Trust Fund Reconstruction/Resurfacing of Charleston Road

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: Five Hundred Eighteen Thousand---(\$518,000.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Asphalt Paving Systems, Inc.

Signature: _____

Name and Title: Robert Capoferri, President

(Corporate Seal)

SURETY

Company:

Safeco Insurance Company of America

Signature: _____

Name and Title: Cecelia D. Brown, Attorney-in-Fact

(Corporate Seal)

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Raffuel Surety Group

877 Brunswick Avenue

Trenton, NJ 08638

609-394-8200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **ALENE M. FISCHER; CECELIA D. BROWN; CHARLES MCCABE; JESSICA HIGGINSON; JULIA A. MCCABE; KEVIN MCCABE; MICHELLE MCGINN; SCOTT MARTIN**.....

all of the city of MULLICA HILL state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of JUNE, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 27th day of JUNE, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of July, 2012.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or fiducial value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day



SAFECO INSURANCE COMPANY OF AMERICA
FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets		Liabilities	
Cash and Bank Deposits	\$ 142,401,794	Unearned Premiums	\$ 765,946,552
*Bonds — U.S Government.....	213,904,445	Reserve for Claims and Claims Expense.....	1,673,156,676
*Other Bonds	2,065,056,385	Funds Held Under Reinsurance Treaties	0
*Stocks.....	542,053,558	Reserve for Dividends to Policyholders	209,734
Real Estate	0	Additional Statutory Reserve.....	.0
Agents' Balances or Uncollected Premiums	519,959,131	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	26,688,776	Other Liabilities.....	<u>544,037,508</u>
Other Admitted Assets	<u>344,092,016</u>	Total.....	2,983,350,470
Total Admitted Assets.....	<u>\$3,854,156,105</u>	Special Surplus Funds.....	\$ 20,576,030
		Capital Stock	5,000,000
		Paid in Surplus	580,930,179
		Unassigned Surplus	264,299,426
		Surplus to Policyholders.....	<u>870,805,635</u>
		Total Liabilities and Surplus.....	<u>\$3,854,156,105</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Safeco Insurance Company's financial statement filed with the state of New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

T. Mikolajewski

Assistant Secretary





SURETY DISCLOSURE STATEMENT AND CERTIFICATION pursuant to N.J.S.A. 2A:44-143

SAFECO INSURANCE COMPANY OF AMERICA, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2) The surplus of Safeco Insurance Company of America as determined in accordance with the applicable laws of this State, totals \$870,805,635.00 as of the calendar year ended December 31, 2011, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
3) Safeco Insurance Company of America has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2011 in the amount of \$54,431,000.00.

4) The amount of the bond to which this statement and certification is attached is \$ 518,000.00.

5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Table with 3 columns: Reinsurer, Address, Amount. Row 1: (Not Applicable), and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

David M. Carey, as Assistant Secretary for Safeco Insurance Company of America, a stock insurance company domiciled in New Hampshire, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Safeco Insurance Company of America are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Safeco Insurance Company of America are false, this bond is VOIDABLE.

SAFECO INSURANCE COMPANY OF AMERICA
By: David M. Carey, Assistant Secretary

Dated: July 26, 2012

RESOLUTION NO. 2013--101
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO RESCINDING
RESOLUTION NO. 2013-91


WHEREAS, the Township Council of the Township of Willingboro did on June 18, 2013 adopt Resolution No. 2013- 91, authorizing a settlement agreement for the Township; and

WHEREAS, Council has determined that the resolution was approved erroneously and that it is in the best interest of the Township to rescind the resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of July 2013, that the Resolution No. 2013-91 is hereby rescinded.

Attest:


Jacqueline Jennings, Mayor


Sarah Wooding, RMC
Township Clerk

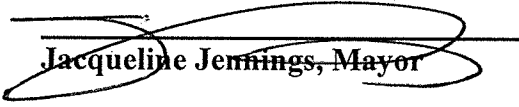
RESOLUTION NO. 2013-102
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO RESCINDING
RESOLUTION NO. 2013-94


WHEREAS, the Township Council of the Township of Willingboro did on June 18, 2013 adopt Resolution No. 2013-94, appointing a hearing officer; and

WHEREAS, Council has determined that the resolution was erroneously approved and that it is in the best interest of the Township to rescind the resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of July 2013, that the Resolution No. 2013-94 is hereby rescinded.

Attest:


Jacqueline Jennings, Mayor


Sarah Wooding, RMC
Township Clerk

Chapter 159
cc: Finance
DLGS.

RESOLUTION 2013—103

**RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING FOR THE 2013
SUMMER FOOD PROGRAM**

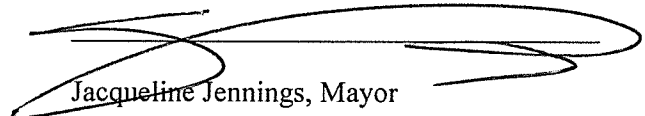
WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special items of revenue in the budget of any county or municipality, when such item shall have been made available by law and the amount thereof was not determined at the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

SECTION I

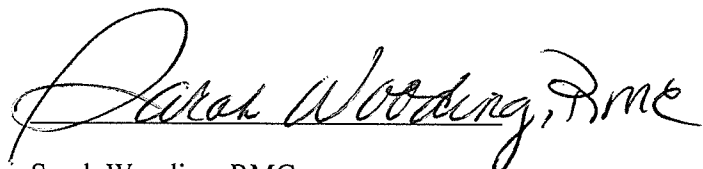
NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 2nd day of July, 2013, hereby request the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2013; and

The sum of **\$118,180.41 Summer Food Program** which item is now available as a reimbursement received from the Department of Agriculture, Division of Food & Nutrition.

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


Jacqueline Jennings, Mayor

Attest:


Sarah Wooding, RMC

Township Clerk

July 5, 2013

New Jersey Department of Community Affairs
Division of Local Government Services
101 South Broad Street
Post Office Box 803
Trenton, New Jersey 08625

REFERENCE: Resolution 2013-103—Resolution of the Township of
Willingboro Authorizing For the 2013 Summer Food Program

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-103 adopted by Willingboro
Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 2

RESOLUTION NO. 2013 – 104

cc: mspec,
MD Remodeling
Roof manag.

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING BIDS FOR TOWNSHIP SANCTIONED ROOF REPAIRS OR REPLACEMENTS ON RESIDENTIAL PROPERTIES TO CORRECT CODE VIOLATIONS

WHEREAS, on January 12, 2013, the Township Council of the Township of Willingboro publicly advertised its request that bids be submitted for Re-Roofing and Carpentry Repairs of Residential properties in the Township; and

WHEREAS, on April 24, 2013, the bids were received, opened, and read in public; and

WHEREAS, the Township's Construction Official reviewed the bids from:

1. Roof Management, Inc.
2. MD Remodeling, LLC

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

WHEREAS, Township's Construction Official determined that it requires more than one contractor to provide these services; and

WHEREAS, the Construction Official reviewed the bids submitted by both vendors and found them to be reasonable, at the rates in the attached recommendation memorandum; and

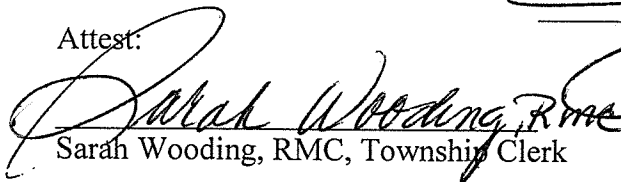
WHEREAS, the Township Council has upon its consideration and review determined that it will accept the bids of Roof Management, Inc., of 615 Wayside Rd., Neptune, NJ 07753 and M.D. Remodeling, LLC of 1531 Victory Avenue, Williamstown, NJ 08094 at the rates listed in the attached recommendation; and

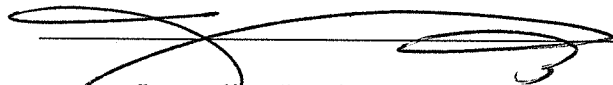
WHEREAS, it is in the best interest of the Township to make the roof repairs and recover expenditures for the roof repairs by lien upon the residential properties.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of July, 2013, hereby accepts the bids of Roof Management, Inc. and MD Remodeling, LLC; and


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

Attest:


Sarah Wooding, RMC, Township Clerk


Jacqueline Jennings, Mayor

INTEROFFICE MEMORANDUM

TO: SARAH WOODING, TOWNSHIP CLERK
FROM: DUANE J. WALLACE, CONSTRUCTION OFFICIAL 
SUBJECT: RE-ROOFING VENDOR RECOMMENDATION
DATE: JUNE 18, 2013
CC: J.DIGGS, B. EIGHTFOOT, V. JONES, P. CONRAD

After careful review of the vendor responses to the re-roofing standard bid that was opened on April 24, 2013. We would like to recommend that the township authorize utilizing the following roofing vendors for its township sanctioned roof repairs and/or replacements on residential properties to correct code violations.

- Roof Management Inc
- MD Remodeling LLC

If there are any questions please feel free to contact this office.

M. D. Remodeling

RE-ROOFING AND CARPENTRY REPAIRS

SECTION I

SPECIFICATIONS

SECTION II BIDDERS PRICE QUOTE

1. Contractor will be responsible for removing all deteriorated roofing tabs on the principal structure roof, patios and re-roof with 20-year warranty asphalt shingles, self-sealing tabs.

Contractor will be responsible for installing drip edging on the entire roof of the structure including additions, if necessary.

2. Removing all roofing shingles to roof sheeting and install new roof shingles.

Contractor will be responsible for removing all debris from the site. Dumpster/containers are required for all removals.

Price per square:

Labor & Materials

\$ 447.30

Price per square:

Labor & Materials

\$ 406.35

3. Contractor will be responsible for replacing in a workmanlike manner, fascia trim, all boards on the structure with lumber as designated by the Department of Code Enforcement

Contractor will be responsible for carpentry, removing deteriorated boards on the structure and replacing with siding board where necessary.

Contractor will be responsible for removing all debris from the site.

Price per square: LINEAR FOOT

Labor & Materials

\$ 23.70

161

RE-ROOFING AND CARPENTRY REPAIRS

SECTION II BIDDERS PRICE QUOTE

SECTION I
SPECIFICATIONS

1. Contractor will be responsible for removing all deteriorated roofing tabs on the principal structure roof, patios and re-roof with 20-year warranty asphalt shingles, self-sealing tabs.
Contractor will be responsible for installing drip edging on the entire roof of the structure including additions, if necessary.

2. Removing all roofing shingles to roof sheathing and install new roof shingles.
Contractor will be responsible for removing all debris from the site. Dumpster/containers are required for all removals.

Price per square:
Labor & Materials
\$ 375.00 per 100 square feet

Price per square:
Labor & Materials
\$350.00 per 100 square feet

**Plus mobilization charge of \$165.00 per work order

3. Contractor will be responsible for replacing in a workmanlike manner, fascia trim, all boards on the structure with lumber as designated by the Department of Code Enforcement.
Contractor will be responsible for carpentry, removing deteriorated boards on the structure and replacing with siding board where necessary.
Contractor will be responsible for removing all debris from the site.

Price per square:
Labor & Materials
\$12.00 per linear foot for 1"x6" #2 pine

**plus mobilization charge of \$165.00 per work order

Roof Removal Inc.

2013-2014 – RE-ROOFING AND CARPENTRY REPAIRS

PURPOSE

The Purpose of this request for proposals is to engage the services of qualified contractors capable of providing specially qualified work for the Inspections Department on a contract basis.

BACKGROUND

The most pressing current need is in the repair of existing roof coverings. Over the past few years the deterioration of roof shingles on single family homes has significantly increased throughout the community. In conjunction with the re-roofing there is also a need to replace fascia board trim and other deteriorated wood or composition board. It is estimated that at least three (3) contractors will be required for the department.

GENERAL

Materials and methods of application used for recovering or replacing an existing roof covering shall comply with the requirements of the International Residential Code 2009, Chapter 9 (attached).

You are cordially invited to submit a bid to perform work for the Township of Willingboro as directed by our department of Code Enforcement and Inspections.

Items to be bid are as follows:

1. We request a bid price for the re-roofing and carpentry repair as specified in Sections I and II.
2. Removal of debris shall be included with the price of the requested repairs.

All work shall be performed within 48 hours after contractor is notified by the Township of the specific location and work required. The contractor must obtain required construction permits.

In the event that the contractor is unable or unwilling to perform the required work within 48 hours, the Township must be contacted, in writing or e-mail by someone in authority to make this decisions, and may have the work performed by an alternate contractor.

The Inspections Department may extend the 48-hour performance when weather conditions make it unreasonable to request such performance. Any extension may not be for more than 48 hours additional time.

The successful bidder (or bidders) will be subject to department policy as to billing and payment.

The successful bidder (or bidders) and all other bidders will be notified promptly. This bid/contract does not require a performance bond.

1/12/13
BCT
Roofing Bid

Public Notices

**NOTICE TO BIDDERS
TOWNSHIP OF WILLINGBORO
BURLINGTON COUNTY,
NEW JERSEY**

**NOTICE IS HEREBY GIVEN THAT
SEALED PROPOSALS FOR:**

**RE-ROOFING AND CARPENTRY
REPAIRS OF RESIDENTIAL
PROPERTIES IN THE TOWNSHIP
OF WILLINGBORO**

will be received no later than **11:00
AM** prevailing time on **WEDNES-
DAY, APRIL 24, 2013** in Council
Conference Room, Municipal Com-
plex, One Rev. Dr. M.L. King, Jr.
Drive, Willingboro, New Jersey,
08046.

Proposals must be addressed to the
Township Clerk and will be opened
and read publicly at the above time
and date.

Proposal forms, Instructions to Bid-
ders, Specifications and other bid
documents may be examined or ob-
tained at the office of the Township
Clerk during normal office hours at
the above address.

Bidders are required to comply with
the requirements of P.L. 1975,
Chapter 127 (NJAC 17:27) and P.L.
1977, Chapter 33.

**THE REQUIRED AFFIRMATIVE
ACTION INFORMATION IS
INCLUDED:**

Bidders are required to comply with
the requirements of N.J.S.A. 10:5-
31 et seq. and N.J.A.C. 17:27.

**ALL BIDDERS ARE ADVISED
THAT NO CONTRACT WILL BE
AWARDED TO ANY CORPORA-
TION WHOSE CHARTER OR AU-
THORIZATION TO DO BUSINESS
IN NEW JERSEY HAS BEEN SUS-
PENDED.**

**THE TOWNSHIP OF WILLING-
BORO WILL VERIFY CORPO-
RATE STATUS WITH THE NEW
JERSEY SECRETARY OF STATE.**

**BIDDERS SHOULD BE AWARE
OF THIS REQUIREMENT AND BE
GUIDED ACCORDINGLY.**

**SARAH WOODING, RMC
TOWNSHIP CLERK**

Adv. Fee: \$49.22
BCT: April 12, 2013
Aff. Chg: \$20.00

MICHAEL A. ARMSTRONG & ASSOCIATES, LLC

Counselors at Law
79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755

MICHAEL A. ARMSTRONG+
Email: ma3@armstronglawfirm.com

CRISTAL M. HOLMES-BOWIE
Email: chh@armstronglawfirm.com

BARBARA ANN JOHNSON-STOKES
Email: bajs@armstronglawfirm.com

MORRISON KENT FAIRBAIN+
Email: mktf@armstronglawfirm.com



+ MEMBER NJ & NY BARS
+ MEMBER NJ & PA BARS

DATE: 7/2/13

TO: Sarah

FAX#: 877 1278

RE: Roof Resolution

FROM: Michael A. Armstrong, Esq. Cristal Holmes-Bowie, Esq.

Barbara Ann Johnson-Stokes, Esq. Morrison Kent Fairbairn, Esq.

Comments: Memo re award of Bid.

THIS FAX CONSISTS OF 4 PAGES (INCLUDING COVER SHEET). IF THERE ARE ANY PROBLEMS WITH THIS TRANSMISSION, PLEASE CONTACT US AT THE ABOVE NUMBER.

CONFIDENTIALITY NOTICE

The information contained within this facsimile transmission from the Michael A. Armstrong & Associates, LLC is intended for the sole use of the persons or entities named on this transmittal cover sheet. If you are not an intended recipient of this transmission, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you received this transmission in error, please call the sender immediately to arrange for the return of this information.

July 5, 1013

MD Remodeling, LLC
1531 Victory Avenue
Cecil, New Jersey 08094

REFERENCE: Resolution No. 2013-104, A Resolution of the Township of Willingboro Awarding Bids for Township Sanctioned Roof Replacements on Residential Properties to Correct Code Violations

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-104, adopted by Willingboro Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 7

cc: CUC
Linda B.

RESOLUTION 2013--105

**Resolution of the Township of Willingboro Authorizing Entry
Into A Cooperative Pricing Agreement**

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

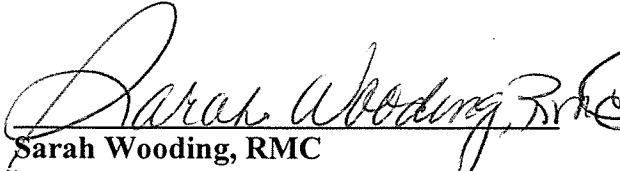
WHEREAS, the City of Bayonne, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and


WHEREAS, the governing body of the Township of Willingboro has duly considered participation in a Cooperative Pricing system for the provision and performance of good and services; and

NOW, THEREFORE BE IT RESOLVED as follows:

- 1) TITLE – This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Willingboro.**
- 2) AUTHORITY – Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.**
- 3) CONTRACTING UNIT – The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.**
- 4) EFFECTIVE DATE – This resolution shall take effect immediately upon passage.**

Dated: July 2, 2013


Sarah Wooding, RMC
Township Clerk


Jacqueline Jennings, Mayor

cc: CUC
Linda B.

RESOLUTION 2013--105

**Resolution of the Township of Willingboro Authorizing Entry
Into A Cooperative Pricing Agreement**

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

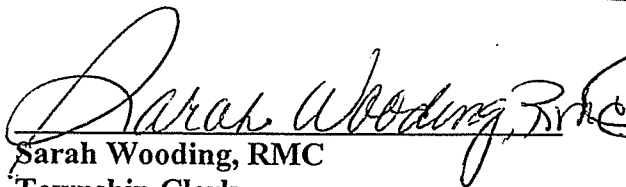
WHEREAS, the City of Bayonne, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

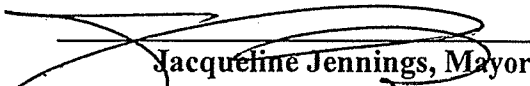
WHEREAS, the governing body of the Township of Willingboro has duly considered participation in a Cooperative Pricing system for the provision and performance of good and services; and

NOW, THEREFORE BE IT RESOLVED as follows:

- 1) **TITLE** – This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Willingboro.
- 2) **AUTHORITY** – Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.
- 3) **CONTRACTING UNIT** – The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.
- 4) **EFFECTIVE DATE** – This resolution shall take effect immediately upon passage.

Dated: July 2, 2013


Sarah Wooding, RMC
Township Clerk


Jacqueline Jennings, Mayor

Sarah Wooding

From: cristal bowie <chb@armstronglawfirm.com>
Sent: Thursday, June 27, 2013 11:11 AM
To: 'Joanne Diggs'; jjennings@willingboronj.gov
Cc: m armstrong; 'Sarah Wooding'; 'Richard Brevogel'
Subject: RE: Energy Aggregation Co-op Resolution

Hi Joanne: Michael is not in the office until Monday. I'll review the attachments. But, we won't discuss it until then.

Cristal Holmes-Bowie, Esquire
Michael A. Armstrong & Associates, LLC
79 Mainbridge Lane
Willingboro, NJ 08046
Office: 609-877-5511
Fax: 609-877-7755

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

-----Original Message-----

From: Joanne Diggs [<mailto:jdiggs@willingboronj.gov>]
Sent: Thursday, June 27, 2013 9:17 AM
To: jjennings@willingboronj.gov
Cc: 'm armstrong'; 'cristal bowie'; 'Sarah Wooding'; 'Richard Brevogel'
Subject: FW: Energy Aggregation Co-op Resolution

Hi Mayor Jennings,

There is an opportunity for Willingboro to join a coop Agreement with Bayone, Harrison, and Hoboken. A sample resolution for Willingboro is attached. This is the next step in accomplishing energy aggregation for our citizens.

Joanne

From: Peter B. Hodson III [<mailto:phodson@commercialutility.com>]
Sent: Wednesday, June 26, 2013 5:54 PM
To: 'jdiggs@willingboronj.gov'
Cc: John Fish (johnf@commercialutility.net); Stacia Scaduto
Subject: FW: Energy Aggregation Co-op Resolution

Joanne,

Thank you yesterday for taking my phone call and discussing becoming a part of a Coop with Bayonne, NJ as the Lead Agency.

You graciously offered to assist with expediting these efforts and let me know that you have a meeting coming up on 7-2.

Per our conversation I spoke with John Fish to see what we needed to get done right away if possible.

I have attached a sample Resolution in Microsoft Word and filled in some of the information for you. This resolution is the most important thing to get done right now.

I have also attached an Energy Coop Agreement and a Coop Guidebook for future reference.

John will be at your meeting on Tuesday and both he and I are available for questions to help expedite getting us on the Agenda for 7-2 and to help get the Resolution passed.

Thank you for your help and support!

Regards,

Peter B. Hodson III

Director of Energy Projects and Client Coordination

Commercial Utility Consultants, Inc.

NJ Office

Phone: (856) 292-8388 ext. 18

Cell: (607) 222-6551

Fax: (856) 292-6462

6 Enterprise Court

Sewell, NJ 08080

MD / DC Office

Phone: (410) 844-0903 ext. 18

10075 Red Run Blvd.

Owings Mills, MD 21117

PA Office

Phone: (800) 296-2821 ext. 119

Fax: (866) 651-4569

Westtown Business Center

1556 McDaniel Drive

West Chester, PA 19380

phodson@commercialutility.com <<mailto:phodson@commercialutility.com>>

www.commercialutility.com <<http://www.commercialutility.com/>>

logo

P please don't print this e-mail unless you really need to.

This communication contains information from Commercial Utility Consultants, Inc. that may be confidential. Except for personal use by the intended recipient, or as expressly authorized by the sender, any person who receives this information is prohibited from disclosing, copying, distributing, and/or using it. If you have received this communication in error, please immediately delete it and all copies, and promptly notify the sender. Nothing in this communication is intended to operate as an electronic signature under applicable law.

From: John Fish [<mailto:johnf@commercialutility.net>]
Sent: Monday, June 17, 2013 5:55 PM
To: bayonnemua@gmail.com
Cc: Stacia Scaduto; Peter B. Hodson III
Subject: Energy Aggregation Co-op Resolution

Steve,

I have attached a sample resolution to establish the co-op we will use for the energy aggregation program. I have also attached a sample co-op agreement we will need once the other participants are finalized. For your convenience, I have also attached the Co-op guide book from the DCA just in case you have more questions. We will help you through the process and the timing of the paperwork. Please call with any questions 856-906-9375.

Regards,

John P. Fish

main 800-296-2821

cell 856-906-9375

fax 866-623-2264

6 Enterprise Ct

Sewell, NJ 08080

johnf@commercialutility.net

www.commercialutility.com

logo

Address for Report. 2013-105

Director of Energy Projects and Client Coordination
Commercial Utility Consultants, Inc.

CUC

NY Office
Phone: (856) 292-8388 ext. 18

Cell: (607) 222-6551

Fax: (856) 292-6462

6 Enterprise Court

Sewell, NJ 08080

PETER HODSON III



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX

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

Willingboro, New Jersey 08046

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

July 5, 2013

Commercial Utility Consultants, Inc.

6 Enterprise Court

Sewell, New Jersey 08080

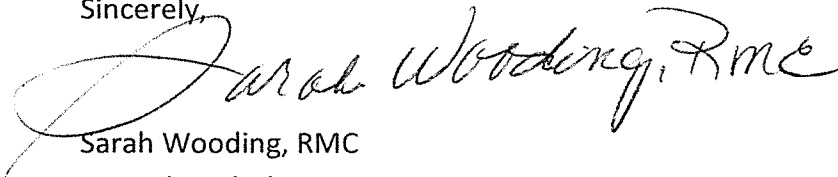
REFERENCE: Resolution 2013-105—A Resolution Of the Township
of Township Authorizing Entry Into A Cooperative Pricing Agreement

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-105 adopted by Willingboro
Township Council on July 2, 2013.

Thank you.

Sincerely,



Sarah Wooding, RMC

Township Clerk

Enclosure: **1**

cc: Jim.
mt. Laurel
Police Dept

RESOLUTION NO. 2013---106

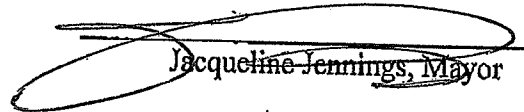
**AUTHORIZING ANIMAL CONTROL SHARED SERVICE AGREEMENT
BETWEEN WILLINGBORO TOWNSHIP AND MT. LAUREL TOWNSHIP**

**WHEREAS, Mt. Laurel Township has requested an shared service agreement with
Willingboro Township for Animal Control Services; and**

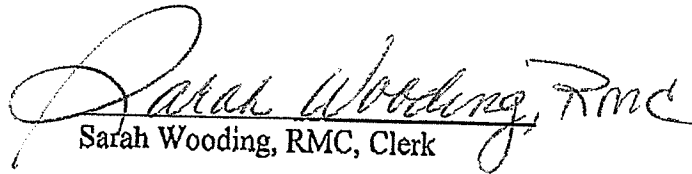
**WHEREAS, Willingboro Township has determined that it is reasonable to provide
the services based on a shared service agreement.**

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

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


Jacqueline Jennings, Mayor

Attest:


Sarah Wooding, RMC, Clerk

Inter-Local Agreement For the Provision of Animal Control services

This Agreement made this _____ day of _____, 20____, 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 Township of Mt. Laurel , a Municipal Corporation with Principal offices at 100 Mount Laurel Rd. Mount Laurel, NJ 08054, New Jersey, hereinafter called "Mt Laurel Twp," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Mt Laurel Twp.

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 Mt Laurel Twp 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 Mt Laurel Twp 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. Mt Laurel Township shall be responsible for all services billed by Burlington County Shelter pertaining to all animals picked up in Mount Laurel Township. In the event that a sick or injured animal is picked up within Mt Laurel Twp, the cost of required veterinarian care shall be the responsibility of Mt Laurel Twp.

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:

Mt Laurel Twp shall pay a fee of \$25,000 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 Mt Laurel Twp, 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:

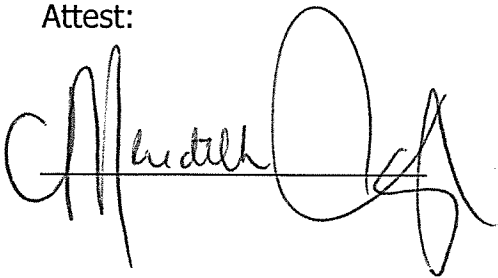
Township of Willingboro



Mayor

Attest:

Mt. Laurel Township



Mayor

July 5, 2013

Mount Laurel Township
ATTENTION: Clerk's Office
100 Mount Laurel Road
Mount Laurel, New Jersey 08054

REFERENCE: Resolution 2013-106—Authorizing Animal Control
Shared Service Agreement Between Willingboro Township and Mount
Laurel Township.

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-106 adopted by Willingboro
Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 2nd day of July, 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: Germano
R. Jennings
Sol.*

Resolution No. 2013- *109*

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING PROFESSIONAL SERVICE CONTRACT WITH DENIS C. GERMANO, ESQ. FOR HEARING OFFICER

WHEREAS, the Township of Willingboro has a need for a Hearing officer; and

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

WHEREAS, on May 31, 2013, the Township of Willingboro published a legal ad for a professional service contract for a Hearing officer to be awarded by established qualification criteria; and

WHEREAS, on June 6, 2013, the Township requested and received statements of qualifications in a manner that fostered a fair and open process, utilizing the criteria and specific minimum requirements to meet the requirements of the Township; and

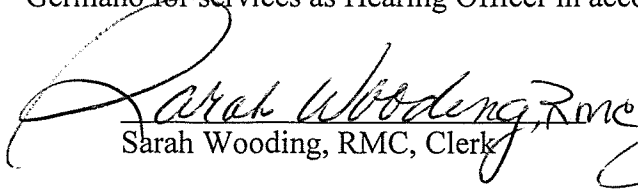
WHEREAS, upon its review of the statements of qualifications, on the basis of qualifications uniquely suited to the needs of the Township of Willingboro, the Township Council has selected Denis C. Germano, Esquire, as Hearing officer; and

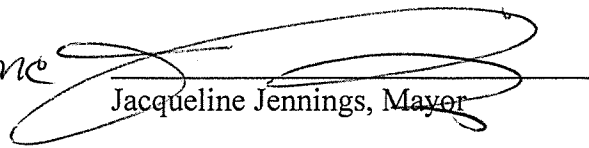
WHEREAS, the Township Council selected Denis C. Germano Attorney-at-Law, 505 South Lenola Road, Suite 120, Moorestown, NJ 08057 as Hearing Officer whose contract shall be for the limited purpose of handling two police disciplinary review matters as noted in this executive session July 2, 2013; and

WHEREAS, it is the intention of the Township and Denis C. Germano, Esquire, to enter into a professional service agreement at a rate not to exceed \$165.00 per hour; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, in open public session on this 2 day of July, 2013, that:

1. The Township appoints Denis C. Germano, Esquire, as Hearing Officer, at the hourly rate of \$165.00 per hour.
2. The appointment is subject to the availability of funds and the continuing needs of the Township.
3. The mayor and Clerk are authorized to execute an agreement with Denis C. Germano for services as Hearing Officer in accordance with this resolution for this position.


Sarah Wooding, RMC, Clerk


Jacqueline Jennings, Mayor

July 10, 2013

Denis C. Germano, Attorney-at-Law
505 South Lenola Road, Suite 120
Moorestown, New Jersey 08057

REFERENCE: Resolution No. 2013-109—A Resolution of the Township of Willingboro
Authorizing Professional Service Contract With Denis C. Germano, Esq For
Hearing Officer

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-109 adopted by Willingboro
Township Council on July 2, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure

cc: Finance

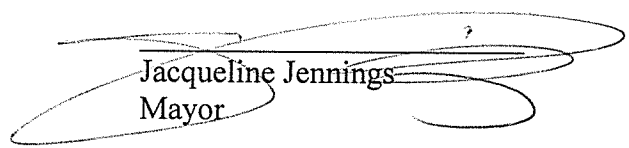
RESOLUTION NO. 2013--110

Authorizing the Approval of Vouchers for Payment & Ratification

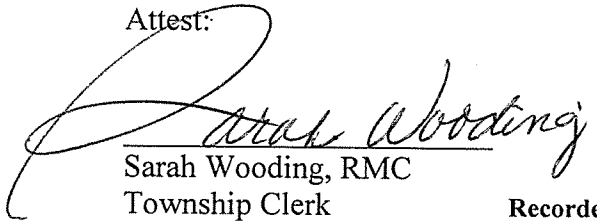
Whereas, Willingboro Township Council received the July 2013, Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 6th day of August 2013, that the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information and attention.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Recorded Vote

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

cc: Arawak
Eng.
7/11/13

Resolution No. 2013- 111

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING CHANGE ORDER #1 FOR
2013 ROAD RESURFACING PROGRAM**

WHEREAS, on or about *MAY 7, 2013* the Township Council of the Township of Willingboro entered into a contract with Arawak Paving Company, Inc. of 7503 Weymouth Road, Hammonton, New Jersey 08037 for the 2013 Road Resurfacing Program, 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 \$871,931.53; and

WHEREAS, it has also been determined that the amount of vehicular traffic on Northampton Drive required additional man hours for uniformed police traffic directors to complete the milling and paving operations safely; and

WHEREAS, the Township's Engineer has recommended Change Order No. 1 in the amount of \$7,678.56 for the following expenditures:

Item E26 "Police Traffic Directors (approx. 92 hours @\$73.68/hr)	\$ 6,778.56
Item E27 Police Patrol Vehicles (9 days @\$100/day)	\$ 900.00

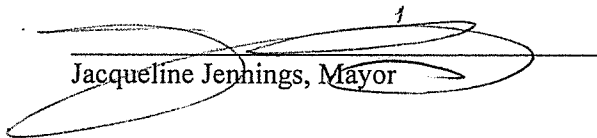
WHEREAS, Township Engineer has found the proposed change order costs to be acceptable; and

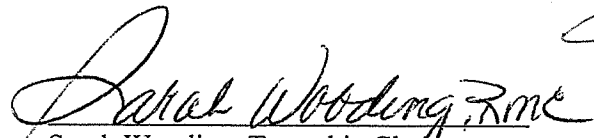
WHEREAS, Township Council has reviewed the Engineer's recommendation for the Change Order #1, and finds that it is the best interest of the Township to approve change order No. 1 for Arawak Paving Company in the amount of \$7,678.56 for an amended contract amount of \$879,610.09.

NOW THEREFORE, BE IT RESOLVED that in open public session on this 6th day of August 2013 that the Township Council of the Township of Willingboro hereby accepts Change Order #1 for the 2013 Road Resurfacing Program and amends the contract amount for this project to \$879,610.09 for Arawak Paving Company, Inc.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to the Township Engineer, Finance director, and Arawak Paving Company, Inc.

Attest:


Jacqueline Jennings, Mayor


Sarah Wooding, Township Clerk

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.

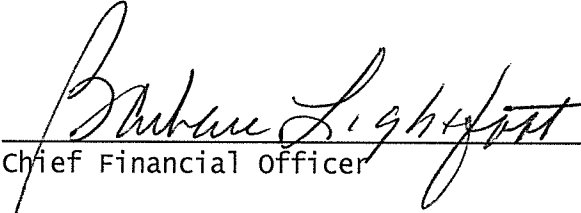
Resolution Date: 08/06/13
Resolution Number: 2013-111

Vendor: ARAWAK ARAWAK PAVING CO INC
7503 WEYMOUTH RD
HAMMONTON, NJ 08037

Contract: C3-00004 ARAWAK-VARIOUS ROAD RESURFACIN

Account Number	Amount	Department Description
C-04-55-913-000-005	7,678.56	2013 CAPITAL ORDINANCE
Total	7,678.56	

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



Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

July 29, 2013 AMENDED FROM
July 17, 2013

Joanne Diggs, Township Manager
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

Re: Township of Willingboro
2013 Road Resurfacing Program Recommendation for Construction
Change Order No. 1
Our File No.: 0338-T-115

Dear Ms. Diggs:

As you are aware the Township awarded the above captioned construction contract to Arawak Paving Company, Inc. in the amount of \$871,931.53.

Due to the amount of vehicular traffic on Northampton Drive, additional man hours for Uniformed Police Traffic Directors were needed to complete the milling & paving operations safely.

Accordingly, our office is recommending the Municipality formally approve construction Change Order No. 1 for the additional work and improvements needed in the amount of \$7,678.56, specifically detailed as follows:

- Item E26: "Police Traffic Directors (approx. 92 hours @ \$73.68/hr \$6,778.56
- Item E27" Police Patrol Vehicles (9 days @ \$100.00/day \$900.00

Total of Change Order No. 1: \$7,678.56

Original Contract Amount, as awarded: \$871,931.53

Total Amended Contract Amount: \$879,610.09

Accordingly, it is our recommendation that the Township Clerk have a Resolution prepared for Council approval for Change Order No.1 for Arawak Paving Company, Inc., 7503 Weymouth Road, Hammonton, New Jersey 08037 in the amount of \$7,678.56, for a total amended / revised contract amount of \$879,610.09 for the project.


Page 2
Township of Willingboro
July 29, 2013

It should be noted the project is completed, and we anticipate there will be construction contract reductions. However, the amount cannot be determined at this time, as the final construction quantities for the other line items in the construction contract have not been finalized.

If you have any questions or require any further information, please do not hesitate to contact me at our Cinnaminson office at (856) 303-1245.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.



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

KWB/kn

cc: Richard Brevogel, Director of Public Works
Ray Longmore, RVA
Hasson Shipman, RVA
Doug Johnson, RVA



TOWNSHIP OF WILLINGBORO

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

FILE COPY

August 8, 2013

Remington Vernick & Arango Engineers
The Presidential Center
1010 Route 130
Cinnaminson, NJ 08077

REFERENCE: Resolutions 2013-121, 118, 117, & 111

Dear Sir or Madam:

Enclosed are fully executed copies of Resolutions 2013-121, 118, 117, & 111 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1



TOWNSHIP OF WILLINGBORO

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

August 8, 2013

FILE COPY

Arawak Paving Company
7503 Weymouth Road
Hammonton, New Jersey 08037

REFERENCE: Resolution 2013-111 – A Resolution of the Township Council of the Township of Willingboro Authorizing Change Order #1 for 2013 Road Resurfacing Program

Dear Sir or Madam:

Enclosed is a fully executed copy of Resolution 2013-111 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

RESOLUTION 2013- 112

cc: Tony B.
Linda B.
Stryker

TOWNSHIP OF WILLINGBORO

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR two (2) motorized patient transportation stretchers and associated options and accessories

WHEREAS, the Township of Willingboro has a need to acquire two (2) motorized patient transportation stretchers and associated options and accessories; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, and Ordinance 2009-23, the Township appointed a Qualified Purchasing Agent; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, contracts for goods or services which do not exceed \$36,000.00 may be awarded by the Qualified Purchasing Agent without publicly advertising for bids; and

WHEREAS, three vendor quotes were obtained from Moore Medical LLC submitted \$15,262.06 per unit, Bound Tree Medical proposed \$17,107.00 per unit, with **Stryker Sales Corporation of 2725 Fairfield Road, Kalamazoo, Michigan 49002-1747** with the lowest submitted proposal of \$ 15,203.00 per unit on July 16, 2013 indicating they will provide the two (2) motorized patient transportation stretchers and associated options and accessories for the cost of up to and no more than \$30,406.00; and

WHEREAS, the Qualified Purchasing Agent has determined and certified in writing that the value of the contract for two (2) motorized patient transportation stretchers and associated options and accessories will not exceed \$30,406.00; and

WHEREAS, **Stryker Sales Corporation of 2725 Fairfield Road, Kalamazoo, Michigan 49002-1747** has submitted a proposal on July 16, 2013 indicating they will provide the two (2) motorized patient transportation stretchers and associated options and accessories for the cost of up to and no more than \$30,406.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5, this is a Non-Fair Open Contract, which has been certified to have an anticipated value in excess of \$17,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5 **Stryker Sales Corporation** has completed and submitted a Business Entity Disclosure Certification which certifies that:

1. **Stryker Sales Corporation** has not made any reportable campaign contributions in the previous 12 months to a political party or candidate committee of any person serving in elective public office in the Township of Willingboro; and
2. **Stryker Sales Corporation** is prohibited from making any campaign contributions, reportable according to N.J.S.A. 19:44-1 throughout the term of the contract.

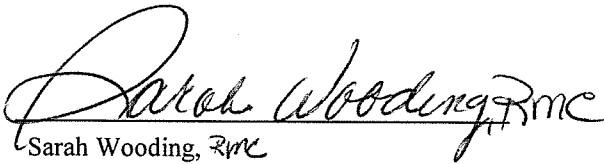
WHEREAS, the anticipated term of this contract is one (1) year and may be extended two (2) times as approved by this governing body; and

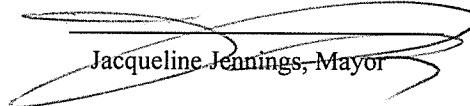
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's certification, pursuant to N.J.A.C. 5:30-5.4.

NOW THEREFORE, BE IT RESOLVED on this 6th day of August, 2013 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with **Stryker Sales Corporation of 2725 Fairfield Road, Kalamazoo, Michigan 49002-1747** for two (2) motorized patient transportation stretchers and associated options and accessories that is consistent with this resolution for a term of one (1) year.

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 **Stryker Sales Corporation** for its information and attention.


Sarah Wooding, RMC
Township Clerk


Jacqueline Jennings, Mayor

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

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.

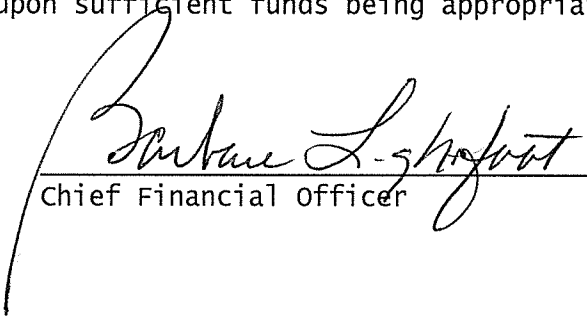
Resolution Date: 08/06/13
Resolution Number: 2013-112

Vendor: STRYKER STRYKER SALES CORPORATION
STRYKER MEDICAL
2725 FAIRFIELD ROAD
KALAMAZOO, MI 490021747

Contract: C3-00007 STRYKER-MOTORIZED STRETCHERS

Account Number	Amount	Department Description
C-04-55-908-000-004	30,406.00	GENERAL CAPITAL 2008
Total	30,406.00	

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



Chief Financial Officer



Willingboro Township

Information for Public Award of Pay to Play Contract (\$0 to \$36,000)

Department Information*

Willingboro Township
 Department Emergency Medical Services (EMS)
 Address 398 Charleston Road
 City Willingboro
 State/ Province NJ Zip/ Postal Code 08046-1660
 Contact Name Chief Anthony Burnett
 Phone Number (609) 871-7476 ext. 1087
 Fax Number (609) 871-4463

Vendor's Information

Vendor Stryker Sales Corporation
 Address 2725 Fairfield Road
 City Kalamazoo
 State/ Province MI ZIP/ Postal Code 49002-1747
 Phone Number (610) 955-4323 (C) / (800) 669-4968 ext. 8816
 Fax Number (484) 229-0766
 Contact Name Matthew Camire, Account Manager
 Office Hours _____

Pay to Play Information**

Location of Work EMS Ambulances Vendor Code STRYKER

Description Upgraded Power-Lift Stryker Stretchers for Ambulance 1691 & Ambulance 1693
 Intended Use Stretchers used on emergency medical incidents for carrying patients.
 Requested date of Proposal of Fees (submit 10 business days prior to Award of Contract) July 18, 2013
 Requested date of Political Contribution Disclosure Form c.271 (submit 10 business days prior to Award of Contract) July 18, 2013
 Requested date of Stockholder's Disclosure Certification (submit 10 business days prior to Award of Contract) July 18, 2013
 Requested date of Business Entity Disclosure Certification (submit 10 business days prior to Award of Contract) July 18, 2013
 Requested date of Business Registration Certification (submit 10 business days prior to Award of Contract) July 18, 2013
 Requested date of IRS W-9 Form (submit 10 business days prior to Award of Contract) July 18, 2013
 Requested date of Professional Licenses or Insurance if required (submit 10 business days prior to Award of Contract) n/a

*Please sign all original documents with BLUE ink. It is recommended you keep copies. We suggest returning by Certified Mail with return receipt to Willingboro Township, Department, Contact Person and address listed above in the Department Information.

****IMPORTANT NOTICE** The information above is required by Law for the Public Award of a Pay to Play Contract. This information will be reviewed prior to any Decision making of the Governing Body. Voluntary submission of these documents provides no guarantee that a Public Award of a Contract will be approved by the Governing Body.

Willingboro Township Willingboro, NJ 08046
 609-877-2200 willingboronj.gov

Municipal Complex located at One Rev. Dr. M.L. King Jr. Drive
 Willingboro Police Department at One Rev. Dr. M.L. King Jr. Drive
 Public Works located at 25 Industrial Drive
 Kennedy Center located at 429 J F Kennedy Way
 Fire and EMS located at 398 Charleston Road

REQUEST FOR PROPOSAL

Willingboro Township Emergency Medical Services

I. The General Goals

The Willingboro Township Emergency Medical Services is in need of two (2) motorized patient transportation stretchers within the next 30 to 45 days.

Vendors solicited for Quotes 7/01/2013 ending 7/18/2013 via email.

	Stryker	Moore Medical	Bound Tree Medical
___ Motorized lift patient transport with adjustable wheel lock (dual) and steer lock option	13,087.00	13,059.57	14,620.00
___ Battery power system and charger power cord	Included	Included	Included
___ Head end O2 holder, equipment hook	190.00	190.24	223.00
___ G Rated bolster mattress, restraint package, safety hook	Included	Included	Included
___ Back rest storage pouch option, head end flat storage option	321.00	334.62	389.00
___ Safety side rails option (Bariatric Compatibility System)	1,605.00	1,677.63	1,875.00
Additional suggestions or recommendations may also be provided:	No response	No response	No response
Total Cost of	15,203.00	15,262.06	17,107.00
Award should be presented to Stryker Sales Corporation based on received quotes.			

Matthew Camire
Territory Manager

1904 Pembroke Drive
Macungie, PA. 18062
t: 610 955 4323 f: 484 229 0766
Matt.Camire@stryker.com
www.ems.strvker.com



EMS Equipment

Quotation

Date: 7/1613

Customer Number: 1168079

PO Number:

Company: Willingboro Emer Squad Contact: Matt Schwoeri Phone: 609-871-4357 Fax: 609-871-5057 Email: mschwoeri@willingboronj.gov	Billing Address: 396 Charleston Rd Willingboro, NJ 08046	Shipping Address: (if different)
---	---	---

Qty	Item #	Name	Price	Total
1	6506-000-000	POWER-PRO XT (6506)	\$12,470.00	\$12,470.00
1	6082-502-010	POWER-PRO XT Adjustable Wheel Lock (Dual)	\$0.00	\$0.00
1	6506-027-000	POWER-PRO XT Head End O2 Holder	\$148.00	\$148.00
1	6500-130-000	POWER-PRO XT Back Rest Storage Pouch (Pocketed)	\$210.00	\$210.00
1	6506-040-000	POWER-PRO XT XPS Bariatric Compatibility System	\$1,605.00	\$1,605.00
1	6506-038-000	POWER-PRO XT Steer Lock Option	\$617.00	\$617.00
1	6500-028-000	SMRT Power Battery System (120V AC)	\$0.00	\$0.00
1	6500-035-000	SMRT Charger Power Cord (12V DC)	\$0.00	\$0.00
1	6500-034-000	SMRT Charger Mounting Bracket (Crash Tested)	\$0.00	\$0.00
1	6500-147-000	POWER-PRO XT Equipment Hook	\$42.00	\$42.00
1	6500-001-027	POWER-PRO XT In-Fastener Shut-Off Bracket	\$0.00	\$0.00
1	6506-034-000	POWER-PRO XT G Rated Bolster Mattress	\$0.00	\$0.00
1	6500-002-030	POWER-PRO XT G Rated Restraint Package (Standard)	\$0.00	\$0.00
1	6092-936-018	POWER-PRO XT Safety Hook (J)	\$0.00	\$0.00
1	6500-128-000	POWER-PRO XT Storage Flat (Head End)	\$111.00	\$111.00
Sub Total				\$15,203.00
Shipping & Handling				\$0.00
Taxes			0.000%	\$0.00
TOTAL				\$15,203.00

Signature: _____ Title: _____

(K2) \$30,406.02

Terms: Net 30 days, FOB Origin

Order Subject to approval by Stryker Corporation. Taxes will be invoiced as a separate item when applicable. Credit cannot be allowed on returns of special or modified items. All approved returns will be accepted ONLY in Kalamazoo, Michigan. Proposals are effective 30 days from submittal.

Comments:

Office Use Only:

Thank you for your business.

up to 34000.00

1690 New Britain Ave. | Farmington, CT 06032 | Phone: 800.234.1464

Customer Number - 21394466
Willingboro Township EMS
396 Charleston Rd
WILLINGBORO, NJ 08046
Attention: Matthew Schwoeri

PO No.
RFQ No.
Quotation No. 701317
Eff. Date 04/22/2013
Exp. Date 07/22/2013
Sales Rep Thomas Torcia

Category	Item #	Description	Country	Color / Str	Size	Pkg	Qty	Unit Price	Extended Price
Extrication - Patient Transport	10534	Stryker Power PRO XT 6506 DS	USA			Each	1	\$ 12,442.55	\$ 12,442.55
Extrication - Patient Transport	14214	PowerPro Equip Hook Opt DS	Unknown			Each	1	\$ 42.15	\$ 42.15
Extrication - Patient Transport	78880	Stryker Cot Pckt Back Pouch DS	Unknown			Each	1	\$ 218.49	\$ 218.49
Extrication - Patient Transport	78881	Power PRO Head End Flat Pch DS	Unknown			Each	1	\$ 116.13	\$ 116.13
Extrication - Patient Transport	92126	PowerPro Hd End O2 Hldr DS	Unknown			Each	1	\$ 148.09	\$ 148.09
Extrication - Patient Transport	14216	PowerPro Steer Lock Opt DS	Unknown			Each	1	\$ 617.02	\$ 617.02
Extrication - Patient Transport	14947	XPS Side Rail Option DS	USA			Each	1	\$ 1,677.63	\$ 1,677.63

Total \$ 15,262.06

Comments:

78052413



Quotation

Making Precious Minutes Count...™

PHONE (800) 533-0523 FAX (800) 257-5713
www.boundtree.com

Quote Number	98482481
Date	7/17/2013
Page	1 of 1
Expiration Date	09/15/2013
Entered By	JKOCHER

Bill To 181129
Willingboro Emergency Squad Inc.
396 Charleston Road
Willingboro, NJ 08046
USA

Ship To SHIP001
Willingboro Emergency Squad Inc.
132 Crestview Drive
Willingboro, NJ 08046
US

Customer Number	Account Manager	Shipping Method	Payment Terms			Ref Number
181129	JENNIFER KOCHER	NO FRT	NET 30			10055077
Item Number	Description	Quantity	UofM	Unit Price	Ext Price	
3211-476506	Stryker Power-PRO XT (6506)	1	EA	\$14,620.000	\$14620.00	
3265-100194	STRYKER TRENDELENBURG LITTER (6085 and 6086)	1	EA	\$0.000	\$0.00	
3265-100229	Stryker G Rated Bolster Mattress (6086 and 6506)	1	EA	\$0.000	\$0.00	
3265-100002	STRYKER SHORT HOOK FOR THE 6085	1	EA	\$0.000	\$0.00	
3265-100230	Stryker G Rated Restraint Package (6086 and 6506)	1	EA	\$0.000	\$0.00	
3265-100220	SMRT POWER SYSTEM OPTION - 12V DC CABLE (AUTOMOTIVE) DOMESTIC	1	EA	\$0.000	\$0.00	
3265-100234	STRYKER Dual Adjustable Wheel Lock Option for the 6086 and 6056 Cots	1	EA	\$0.000	\$0.00	
3265-100158	STRYKER EQUIPMENT HOOK	1	EA	\$49.000	\$49.00	
3265-100232	STRYKER Head End O2 Bottle Holder (6086, 6506)	1	EA	\$174.000	\$174.00	
3265-100152	STRYKER HEAD END STORAGE FLAT	1	EA	\$135.000	\$135.00	
3265-100154	STRYKER POCKETED BACK REST POUCH	1	EA	\$254.000	\$254.00	
3265-100176	STRYKER 6500 2 YR WARRANTY (1 YR SOFT GOODS)	1	EA	\$0.000	\$0.00	
3265-100180	STRYKER 6500 3 YR WARRANTY X-FRAME	1	EA	\$0.000	\$0.00	
3265-100182	Stryker 3 Year Limited Powertrain Warranty	1	EA	\$0.000	\$0.00	
*XPS SIDE RAIL	XPS SIDE RAIL V=12278	1.00	Each	\$1,875.000	\$1875.00	

Thank you for the opportunity to provide this quotation. If you have any questions or are seeking additional products, please contact your Account Manager or visit www.boundtree.com.

Subtotal	\$17,107.00
Freight	\$0.00
Tax	\$0.00
Total	\$17,107.00

34214.00

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
WILLINGBORO TOWNSHIP

Part I – Vendor Affirmation

Stryker Sales Corp

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the ~~entity~~ *<name of business entity>* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Willingboro* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Aug 6
2013

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Stryker Sales Corp
 Signature of Affiant: *Matthew Camire* Title: Terr. Sales Manager
 Printed Name of Affiant: Matthew Camire Date: 7/18/13

Subscribed and sworn before me this 18 day of July, 2013.
 My Commission expires: 3/12/17

[Signature]
 (Witnessed or attested by)

 (Seal)

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Lauren Oates, Notary Public
 Lower Macungie Twp., Lehigh County
 My Commission Expires March 12, 2017

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Stryker Sales Corp

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% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows. The entire table is crossed out with a large diagonal line. The word 'None' is written in the middle of the table.

Subscribed and sworn before me this 18 day of July, 2013.

(Notary Public)

My Commission expires: 3/12/17

[Signature] (Affiant)

Lauren Oates (Print name & title of affiant)

(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA Notarial Seal Lauren Oates, Notary Public Lower Macungie Twp., Lehigh County My Commission Expires March 12, 2017 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

08/26/04

Taxpayer Identification# 382-902-424/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.


Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N. J. 08646-0252

TAXPAYER NAME:

STRYKER SALES CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#:

382-902-424/000

SEQUENCE NUMBER:

0092682

ADDRESS:

**2725 FAIRFIELD ROAD
KALAMAZOO MI 49002**

ISSUANCE DATE:

08/26/04

EFFECTIVE DATE:

06/01/90


Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: STRYKER SALES CORPORATION
Trade Name:
Address: 2725 FAIRFIELD ROAD
KALAMAZOO, MI 49002-1747
Certificate Number: 0092682
Effective Date: December 18, 1990
Date of Issuance: April 26, 2013

For Office Use Only:
20130426094734747

Contact: Matthew Camire, Territory Sales Manager

TEL: 1-610-955-4323

EMAIL: matt@camire@stryker.com

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
Stryker Sales Corp

Business name/disregarded entity name, if different from above
Stryker Medical

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

Address (number, street, and apt. or suite no.)
PO Box 93308

City, state, and ZIP code
Chicago, IL 60673

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

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

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

Employer identification number

3	8	-	2	9	0	2	4	2	4
---	---	---	---	---	---	---	---	---	---

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Steve Sufferd* Date ▶ 1/31/2012

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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



TOWNSHIP OF WILLINGBORO

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

COPY

August 8, 2013

Stryker Sales Corporation
2725 Fairfield Road
Kalamazoo, Michigan 49002-1747

REFERENCE: Resolution 2013-112 – A Resolution Authorizing the Award of a contract for two motorized patient transportation stretchers and associated options and accessories

Dear Sir or Madam:

Enclosed is a fully executed copy of Resolution 2013-112 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Enclosure: 1

**GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT
FORM OF RESOLUTION**

CO
PY

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2012 has been filed by a Registered Municipal Accountant with the Clerk of Township Council pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and,

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Schedule of Findings and Recommendations", and,

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Schedule of Findings and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and,

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and,

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

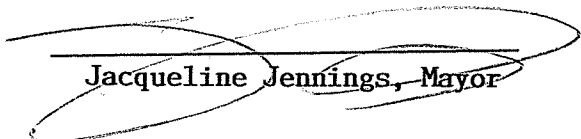
WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Township Council of the Township of Willingboro, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON August 6, 2013


Clerk to the Township Council


Jacqueline Jennings, Mayor

cc: Linda
JFK Plumb.

RESOLUTION 2013- 114

TOWNSHIP OF WILLINGBORO

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR TOWNSHIP PLUMBING MAINTENANCE AND SEWER EMERGENCY SERVICES

WHEREAS, the Township of Willingboro has a need to acquire PLUMBING MAINTENANCE AND SEWER EMERGENCY SERVICES as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4* ; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-3, and Ordinance 2009-23, the Township appointed a Qualified Purchasing Agent; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, contracts for goods or services which do not exceed \$36,000.00 may be awarded by the Qualified Purchasing Agent without publicly advertising for bids; and

WHEREAS, four vendor quotes were obtained for flat rate services for PLUMBING MAINTENANCE AND SEWER EMERGENCY SERVICES from Sanders Home Services submitted \$7195.00, Rapid Rooter proposed \$4119.50, A-Absolute Construction proposed \$8800.00, with **JFK Plumbing of 17 Grayson Place, Burlington, NJ 08016** with the lowest submitted proposal of \$2900.00 on May 29, 2013 indicating they will provide the PLUMBING MAINTENANCE AND SEWER EMERGENCY SERVICES at the cost of \$2900.00; and

WHEREAS, the Qualified Purchasing Agent has determined and certified in writing that the value of the contract PLUMBING MAINTENANCE AND SEWER EMERGENCY SERVICES for the cost of \$2900.00 and for additional PLUMBING MAINTENANCE AND SEWER EMERGENCY SERVICES as needed, and will not exceed \$29,000.00 per annum to expire December 31, 2013; and may be extended two (2) times (for one year each) as approved by this governing body; and

WHEREAS, **JFK Plumbing of 17 Grayson Place, Burlington, NJ 08016** has submitted a proposal on May 29, 2013 indicating they will provide additional PLUMBING MAINTENANCE AND SEWER EMERGENCY SERVICES as needed and the cost will not exceed \$29,000.00 per annum to expire December 31, 2013; and

WHEREAS, the anticipated term of this contract will expire December 31, 2013; and

WHEREAS, by resolution, this governing body may extend this contract two (2) times (for one year each); and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5, this is a Non-Fair Open Contract, which has been certified to have an anticipated value in excess of \$17,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5 **JFK Plumbing of 17 Grayson Place, Burlington, NJ 08016** has completed and submitted a Business Entity Disclosure Certification which certifies that:

1. **JFK Plumbing of 17 Grayson Place, Burlington, NJ 08016** has not made any reportable campaign contributions in the previous 12 months to a political party or candidate committee of any person serving in elective public office in the Township of Willingboro; and

2. **JFK Plumbing of 17 Grayson Place, Burlington, NJ 08016** is prohibited from making any campaign contributions, reportable according to N.J.S.A. 19:44-1 throughout the term of the contract.

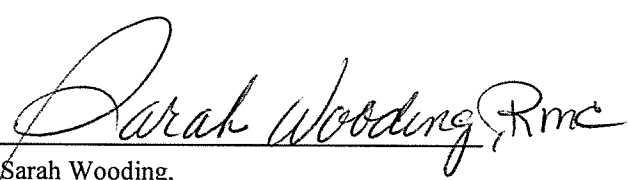
WHEREAS, funds are requested and encumbered as needed for this purpose by requisition up to \$29,000.00 per annum.

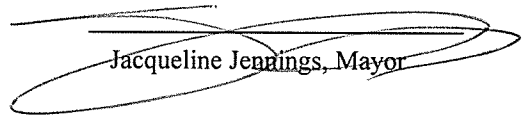
NOW THEREFORE, BE IT RESOLVED on this 6th day of August, 2013 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with **JFK Plumbing of 17 Grayson Place, Burlington, NJ 08016** for that is consistent with this resolution to expire December 31, 2013; and

BE IT FURTHER RESOLVED by resolution, this governing body may extend this contract two (2) times (for one year each); 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 **JFK Plumbing of 17 Grayson Place, Burlington, NJ 08016** for its 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	✓			

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

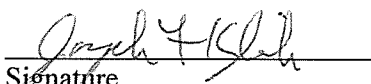
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	JFK Plumbing		
Address:	17 Grayson Place		
City:	Burlington	State: NJ	Zip: 08016

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Signature	Joseph F Klish Printed Name	President Title
--	--------------------------------	--------------------

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
None			

Check here if the information is continued on subsequent page(s)

STANDARD BID DOCUMENT REFERENCE

	Reference: VII-C
Name of Form:	STOCKHOLDER DISCLOSURE CERTIFICATION
Statutory Reference:	N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)
Instructions Reference:	Statutory and Other Requirements VII-C
Description:	Meets statutory criteria for disclosure of bidder's ownership.

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business JFK Plumbing of 17 Grayson Place, Burlington, NJ 08016

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% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Joseph Klish

Name: Barbara Klish

Home Address: 17 Grayson Pl
Burlington NJ 08016

Home Address: 17 Grayson Pl
Burlington NJ 08016

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 22 day of July, 2013

(Notary Public) Helen M. Lavenia

Joseph F. Klish
(Affiant)

Joseph F. Klish President
(Print name & title of affiant)

My Commission expires:

HELEN M. LAVENIA
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES
JULY 10/11

(Corporate Seal)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: *BURLINGTON*

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County: *Burlington*

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF WILLINGBORO

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**WILLINGBORO TOWNSHIP**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *JFK Plumbing of 17 Grayson Place, Burlington, NJ 08016* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding August 6, 2013 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Willingboro* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address  |
|------------------------------|---------------|
| Joseph Klish                 | 17 Grayson Pl |
| BARBARA FULSH                | 17 Grayson Pl |
|                              |               |
|                              |               |
|                              |               |
|                              |               |
|                              |               |
|                              |               |
|                              |               |
|                              |               |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: JFK Plumbing Inc.  
 Signature of Affiant: Joseph Klish Title: President  
 Printed Name of Affiant: Joseph Klish Date: 07-22-13

Subscribed and sworn before me this 22 day of July, 2013

HELEN M. LAVENIA  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission expires JULY 10/17

Helen Lavenia  
 (Witnessed or attested by)

(Seal)

JFKPL050

| Amount of Sale | SALES RATE | DE |
|----------------|------------|----|
| \$0.01 to \$0  |            |    |
| 0.11 to 0      |            |    |
| 0.23 to 0      |            |    |
| 0.39 to 0      |            |    |
| 0.57 to 0      |            |    |
| 0.73 to 0      |            |    |
| 0.89 to 0      |            |    |
| 1.11 to 0      |            |    |
| 1.23 to 0      |            |    |
| 1.39 to 0      |            |    |
| 1.57 to 0      |            |    |
| 1.73 to 0      |            |    |
| 1.89 to 0      |            |    |
| 2.11 to 0      |            |    |
| 2.23 to 0      |            |    |
| 2.39 to 0      |            |    |
| 2.57 to 0      |            |    |
| 2.73 to 0      |            |    |
| 2.89 to 0      |            |    |
| 3.11 to 0      |            |    |
| 3.23 to 0      |            |    |
| 3.39 to 0      |            |    |
| 3.57 to 0      |            |    |
| 3.73 to 0      |            |    |
| 3.89 to 0      |            |    |
| 4.11 to 0      |            |    |
| 4.23 to 0      |            |    |
| 4.39 to 0      |            |    |
| 4.57 to 0      |            |    |
| 4.73 to 0      |            |    |
| 4.89 to 0      |            |    |
| 5.11 to 0      |            |    |
| 5.23 to 0      |            |    |
| 5.39 to 0      |            |    |
| 5.57 to 0      |            |    |
| 5.73 to 0      |            |    |
| 5.89 to 0      |            |    |

On amount of a dollar above for

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
J.F.K. PLUMBING & HEATING, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
223-414-738/000

SEQUENCE NUMBER:  
0659045

ADDRESS:  
17 GRAYSON PLACE  
BURLINGTON NJ 08016

ISSUANCE DATE:  
09/27/04

EFFECTIVE DATE:  
06/06/95

*John E. Tully*  
Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:  
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

*Robert K. Thompson*  
Director, Division of Taxation

J.F.K. PLUMBING & HEATING, INC  
17 GRAYSON PLACE  
BURLINGTON NJ 08016

Tax Registration No.: 223-414-738/000  
Tax Effective Date: 07-01-95  
Document Locator No.: B0000559629  
Date Issued: 09-27-04

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

JFK PL050

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

Print or type  
See specific instructions on page 2.

Name (as shown on your income tax return)  
**Joseph F. Klish**

Business name, if different from above  
**JFK Plumbing & Heating, Inc.**

Check appropriate box:  Individual/sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**17 Simpson Place**

City, state, and ZIP code  
**Burlington NJ 08016**

List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

OR

Employer identification number  
**22-3414738**

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

#### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ **Joseph F. Klish** Date ▶ **7/16/09**

#### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BRC ON FILE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                  |  |                                                                                                                      |                        |
|------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------|------------------------|
| PRODUCER<br><b>Selective Insurance Company of America</b><br>P.O. Box 13325<br><br><b>Richmond VA 23225-0325</b> |  | CONTACT NAME:<br>PHONE (A/C, No, Ext): <b>(877) 744-3125</b> FAX (A/C, No): <b>(877) 378-3033</b><br>E-MAIL ADDRESS: |                        |
| INSURED<br><b>JFK PLUMBING INC</b><br><b>17 GRAYSON PL</b><br><br><b>BURLNGTN TWP NJ 08016-1147</b>              |  | INSURER(S) AFFORDING COVERAGE<br><b>INSURER A: Selective Ins Co of America</b>                                       | NAIC #<br><b>12572</b> |
|                                                                                                                  |  | INSURER B:                                                                                                           |                        |
|                                                                                                                  |  | INSURER C:                                                                                                           |                        |
|                                                                                                                  |  | INSURER D:                                                                                                           |                        |
|                                                                                                                  |  | INSURER E:                                                                                                           |                        |
|                                                                                                                  |  | INSURER F:                                                                                                           |                        |

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                     | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                               |           |          | S 1465891     | 10/8/2012               | 10/8/2013               | EACH OCCURRENCE \$ 500,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 500,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC                                                                            |           |          |               |                         |                         |                                                                                                                                                                                                                                       |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                       |
|          | UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED<br><input type="checkbox"/> RETENTION S                               |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                    |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                |           |          | N/A           |                         |                         | WC STATU-TORY LIMITS<br>OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Willingboro Township  
Department of Inspections  
1 Salem Road  
Willingboro, NJ 08046

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deborah Dzendzel/EVF







# TOWNSHIP OF WILLINGBORO SOLICITATION OF QUOTATION FORM

|                   |                              |       |  |
|-------------------|------------------------------|-------|--|
| DEPARTMENT        | INSPECTIONS                  | REQ.# |  |
| PROJECT / PURPOSE | Repair or Replace Sewer Line |       |  |
| ITEM OR SERVICE   |                              |       |  |

SELECT METHOD:  PHONE  E-MAIL  LETTER  INTERNET  NEWSPAPER  CATALOG  OTHER (list)

This form is required for all purchase of goods or services exceeding the \$2,000 limitation. Quotes exceeding \$17,500 must go through the bidding process.  
Write statement of explanation on reverse side of this page IF BOX IS SELECTED.

QUOTES NOT SOUGHT  NOT AWARDED TO LOWEST BIDDER  QUOTES REJECTED

|                   |                         |           |  |
|-------------------|-------------------------|-----------|--|
| <b>1. VENDOR:</b> | SANDERS HOME SERVICES   | RESPONSE  |  |
| PHONE #:          | 1-888-333-0630          | FAX #:    |  |
| PRICE:            | \$7195.00               | DELIVERY: |  |
| TERMS:            | SEE ATTACHED            |           |  |
| <b>2. VENDOR:</b> | RAPID ROOTER            | RESPONSE  |  |
| PHONE #:          | 609-877-7097            | FAX #:    |  |
| PRICE:            | \$4119.50               | DELIVERY: |  |
| TERMS:            | SEE ATTACHED            |           |  |
| <b>3. VENDOR:</b> | A-ABSOLUTE CONSTRUCTION | RESPONSE: |  |
| PHONE #:          | 800-464-1210            | FAX #:    |  |
| PRICE:            | \$8800                  | DELIVERY: |  |
| TERMS:            | SEE ATTACHED            |           |  |

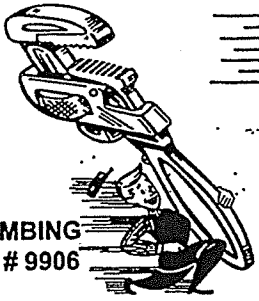
|                         |                   |
|-------------------------|-------------------|
| AWARDED TO:             | JFK Plumbing (as) |
| TERMS/SPECIAL COMMENTS: |                   |

SOLICITATION PERFORMED BY OR UNDER THE SUPERVISION OF:

DIRECTOR SIGNATURE

DATE:

5/22/13



# RAPID ROOTER

P.O. Box 188 • Audubon NJ 08106

DATE 5/11/13

PLUMBING  
C. # 9906

CAMDEN COUNTY  
(856) 428-4461

BURLINGTON COUNTY  
(609) 877-7097

GLOUCESTER COUNTY  
(856) 881-6094

FAX#  
(856) 547-4414

**EXCELLENCE** Quality is never an accident. It is always the result of high intention, sincere effort, intelligent directions and skillful execution. Service EXCELLENCE is our commitment to you.

|                                     |                 |                  |                                  |
|-------------------------------------|-----------------|------------------|----------------------------------|
| CUSTOMER NAME <u>Richard Brooks</u> |                 | COMPANY NAME     |                                  |
| JOB ADDRESS <u>11 Yebble Lane</u>   |                 |                  | APT. NUMBER                      |
| CITY <u>Willingboro</u>             | STATE <u>NJ</u> | ZIP <u>08046</u> | PHONE NUMBER <u>609-353-8472</u> |

**BILL TO:**

|         |       |              |             |
|---------|-------|--------------|-------------|
| NAME    |       | PHONE NUMBER |             |
| ADDRESS |       |              | APT. NUMBER |
| CITY    | STATE | ZIP          |             |

| ESTIMATE                                          | WORK ORDER AUTHORIZATION                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| My estimate for performing this work is: \$ _____ | I authorize Rapid Rooter to perform the described services and I agree to pay the amount indicated. I understand that Rapid Rooter is not responsible for broken, settled, rusted, deteriorated, or lead pipes, fixtures or clean outs and any other damages resulting from cleaning or repairing such lines. There is a 20% of the total contract agreement handling charge on all cancellation contract. |
|                                                   | Print Name _____ Signature _____                                                                                                                                                                                                                                                                                                                                                                           |
|                                                   | I acknowledge completion of the below described work which has been done to my complete satisfaction                                                                                                                                                                                                                                                                                                       |
|                                                   | Signature _____                                                                                                                                                                                                                                                                                                                                                                                            |

| JOB ESTIMATE AND PROPOSAL                                                                   |                                                            | AMOUNT |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------|--------|
| <input checked="" type="checkbox"/> MAINLINE <u>Lateral Replacement Estimate of Cost</u>    |                                                            |        |
| <input type="checkbox"/> KITCHEN SINK                                                       | <u>Expense lateral Sewer line from</u>                     |        |
| <input type="checkbox"/> FLOOR DRAIN                                                        | <u>House to Township Connection.</u>                       |        |
| <input type="checkbox"/> BATHROOM SINK/TUBE/SHOWER                                          | <u>Remove Old lateral and Trap</u>                         |        |
| <input type="checkbox"/> TOILET BOWL                                                        | <u>with Sch 40 PVC. Install 2 Trap Way</u>                 |        |
| <input type="checkbox"/> LAUNDRY LINE                                                       | <u>clean outs, 1 Female Cap and 1 Rubber</u>               |        |
| <input type="checkbox"/> OTHER                                                              | <u>cover at Township. Cost to Repair</u>                   |        |
| HOW DID YOU HEAR ABOUT US?                                                                  | <u>3,850.00 + Tax. Excluding all Permits</u>               |        |
| <input type="checkbox"/> YELLOW PAGES <input type="checkbox"/> YELLOW BOOK                  | <u>NOT Responsible for handscaping.</u>                    |        |
| <input type="checkbox"/> RADIO <input type="checkbox"/> TV                                  |                                                            |        |
| <input type="checkbox"/> INTERNET <input checked="" type="checkbox"/> OTHER <u>Referred</u> | JOB TIME Dispatched: _____ Arrived: _____ Completed: _____ |        |

| RESIDENTIAL WARRANTY                                                  |                                                                             | COMMERCIAL WARRANTY                                                   |                                                                  | LABOR \$ <u>3,850</u>    |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------|--------------------------|
| <input type="checkbox"/> DRAIN CLEANING                               | <input type="checkbox"/> PLUMBING                                           | <input type="checkbox"/> DRAIN CLEANING                               | <input type="checkbox"/> PLUMBING                                | \$                       |
| <input type="checkbox"/> MAINLINE <input type="checkbox"/> 3 MOS.     | <input type="checkbox"/> REPAIR <input type="checkbox"/> 80 DAYS            | <input type="checkbox"/> ALL LINES <input type="checkbox"/> 3 MOS.    | <input type="checkbox"/> REPAIR <input type="checkbox"/> 80 DAYS | OTHER \$                 |
| <input type="checkbox"/> OTHER LINES <input type="checkbox"/> 24 HRS. | <input type="checkbox"/> REPLACE <input checked="" type="checkbox"/> 1 YEAR | <input type="checkbox"/> TOILET BOWL <input type="checkbox"/> 24 HRS. | <input type="checkbox"/> REPLACE <input type="checkbox"/> 1 YEAR | TAX \$ <u>262.50</u>     |
| <input type="checkbox"/> TOILET BOWL <input type="checkbox"/> 30 DAYS | <input type="checkbox"/> OTHER                                              | <input type="checkbox"/> JETTING <input type="checkbox"/> 30 DAYS     | <input type="checkbox"/> OTHER                                   | TOTAL \$ <u>4,112.50</u> |
| <input type="checkbox"/> OTHER                                        |                                                                             | <input type="checkbox"/> OTHER                                        |                                                                  |                          |
| Comments: <u>Leak at Connection 10 year on Parts</u>                  |                                                                             |                                                                       |                                                                  |                          |

CHECK  MASTERCARD  DISCOVER  CHARGE  CASH  AMERICAN EXPRESS  VISA Approved by: \_\_\_\_\_

RREDIT CARD O. EXPIRATION DATE \_\_\_\_\_

|                                |                   |           |             |                       |
|--------------------------------|-------------------|-----------|-------------|-----------------------|
| AUTHORIZATION CODE             | DRIVER'S LIC. NO. | EXP. DATE | ACCOUNT NO. | CUSTOMER SERVICE REP. |
| <u>Dr # 131561 65500 09473</u> |                   |           |             |                       |

I hereby state that the above work has been performed in a workmanlike manner and to the applicable building codes.

Trick Storms  
Service Technician Signature # 2586 Date 5/14/13

**RETURNED CHECK FEE OF \$45.00**

ACCEPTANCE OF WORK PERFORMED. I find the service and materials rendered, and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney fees and court costs in the event of legal action. I acknowledge that I have read and received a legible copy of this contract and have read the Notice to Owner on reverse side.

ACCEPTANCE SIGNATURE **X** \_\_\_\_\_

Main Billing Office:  
115 East 11<sup>th</sup> Ave,  
Roselle, NJ 07203

**A-ABSOLUTE CONSTRUCTION INC.**  
**Plumbing - Drain & Sewer Cleaning - Heating - A/C**

FAX: ( 908 ) 259-9808

Union County 800-435-6249  
Monmouth County 800-385-9514  
Bergen County 800-385-9521

Middlesex County 800-385-9513  
Hudson County 800-385-9519  
Essex County 800-385-9516

Somerset County 800-385-9518  
Morris County 800-385-9515  
Passic County 800-385-9517

Burlington County 800-464-1210  
Ocean County 866-632-2195  
Camden 888-654-1310

Mercer 877-878-8893

CUSTOMER NAME: Richard Brooks

ADDRESS: 11 Pebble Lane

CITY: (0), Hammonton STATE: \_\_\_\_\_

HOME PHONE: ( 1 ) 609 353 8472

WORK PHONE: ( ) \_\_\_\_\_

CELL # \_\_\_\_\_

Estimate

Contract

E-Mail \_\_\_\_\_

Plumbing

Sewer & Drain Cleaning

Heating

Air Conditioning

**PAYMENT PLANS AVAILABLE ON ALL JOBS**

JOB DESCRIPTION: Customer called about replacing sewer line  
from toilet inside house to backyard if goes to front  
will be extra Jackhammer floor and replace cement

Customer responsible to pay for permits

**Customer will pay the cost of all permits, bonds and police officers additional to the price.**

A-Absolute Construction Inc. will not be responsible for sewer or water damage which may occur when using a high pressure jet as a result of having to open up a line in order to free it.

A-Absolute Construction Inc. will not be responsible to repair concrete work, pavement, landscaping, shrubs, fences or underground lawn sprinklers when digging, unless stated in contract. If infrared paving is required by city, customer will pay costs additional to price. When digging for sewer or water lines, and unknown bluestone, rocks or boulders are found, this contract price will be changed and determined at that time.

When filling or removing oil tank, customer will pay all costs of oil pump out. Customer will be responsible for all expenses due to oil tank leaks.

**Guarantee:** All our work (parts-labor)  
is guaranteed for the following periods.

Our Guarantee begins on completion of job.

Payment/Schedule Deposit \$ \_\_\_\_\_ Date \_\_\_\_\_

Delivery of Materials \$ \_\_\_\_\_ Date \_\_\_\_\_

Plumbing Completion \$ \_\_\_\_\_ Date \_\_\_\_\_

Inspections \$ \_\_\_\_\_ Date \_\_\_\_\_

Total Completion of Job \$ \_\_\_\_\_ Date \_\_\_\_\_

Type of Payment

Cash \_\_\_\_\_ Check# \_\_\_\_\_

Note

Credit Card # \_\_\_\_\_ Exp: \_\_\_\_\_

Day start job: 1/1 Day finish job: 1/1

SUB-TOTAL \$ 8500

Sub contractor: \_\_\_\_\_

A-Absolute Construction Inc. is not responsible for delays caused by bad weather, acts of God or employees removed from job site due to accident or poor health.

TAX \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Payment is due upon receipt of this bill

Customer Signature X

upon signing this contract I agree to all forms and conditions

Date 1/1

Customer Signature ✓

upon signing this contract I am satisfied with the work performed by A-Absolute Construction Inc.

Date 5/10/2015

Sales representative/Service Man Ed Cole

Date 1/1

**Final payment is due upon completion of work**

115 East 11<sup>th</sup> Avenue • Roselle, NJ 07203

Purchases shall pay a service charge in the amount of 1 1/2% per month calculated monthly on the amount due from the date that appears on the invoice. If the purchaser fails to pay the entire amount due within 30 days of receiving invoices, seller may at any time after that period retain the services of an attorney to collect the amount due, and the purchaser agrees to pay seller's court costs for collection and attorneys fees, in addition to balance on invoice. Purchaser acknowledges that attorneys fees and court cost will be at least 1/3, but not more than 1/2 of the outstanding amount due. ALL QUOTES ARE ONLY VALID FOR 30 DAYS FROM THIS DATE. After 30 days, A-ABSOLUTE CONSTRUCTION INC. cannot guarantee its price and reserves the right to revise based on increased costs of parts and/or labor. A \$25 Charge will be paid for any bad check from customer.

Office use only \_\_\_\_\_



100 Park Drive • Voorhees, NJ 08043

1-888-333-0630

Plumbing \* Heating \* Cooling \* Electrical

WO# 105404

Richard Brooks  
Customer

5-15-13  
Date

SUMMARY OF FINDINGS REPORT

Observations:

Financing Available SandersHomeServices.com  
Estimate to replace the Building sewer  
We will need to remove a fence post and  
Gate For Equipment Access to back yard

Recommendations:

To Excavate from the Building drain  
within 4' of the House to the Sewer lateral  
within 4' of the Township Sewer.  
To Remove the Existing sewer material.  
To Furnish and Install ABS 4" pipe and  
Fittings connecting to the Existing Cast Iron  
Building drain and Township lateral with Elstomeric  
Transition Fittings.  
We shall Install 2 cleanout Tees with Progers  
to Grade level 1 near House and 1 near the Township  
Sewer (Shuster Vent)  
After Township Inspections we shall Back Fill and  
rake the Area Excavated.  
Estimate doesn't Include Township Permit Fees or  
Landscaping.  
The Grass needs to be cut and the Area to be  
Excavated needs to be cleared  
\$ 7,950.00  
50% Deposit Due to schedule Balance  
and Permit Fees at completion.

ATT. Dennis Turnstall Sr.



# JFK PLUMBING

Registered Master Plumber

11875

Date: 5-29-13  
Lic. #10159

COMPLETE PLUMBING & HEATING  
SEWER & DRAIN CLEANING SERVICE

MOA Remit # 1886

PO Box 1315  
Burlington, NJ 08016

130259

NJ (609) 239-9557  
609

NJ (609) 877-6600  
Fax (609) 239-2557

|                                                         |       |                                   |                                 |             |
|---------------------------------------------------------|-------|-----------------------------------|---------------------------------|-------------|
| CUSTOMER NAME<br><i>Richard Brooks / Wellington Twp</i> |       | CUSTOMER PHONE<br><i>877-2200</i> | TENANT PHONE<br><i>353-8472</i> |             |
| BILLING ADDRESS<br><i>11 Pebble Ln</i>                  |       | PURCHASE ORDER #                  |                                 |             |
| CITY<br><i>Wellington</i>                               | STATE | ZIP                               | CHARGE AUTHORIZATION #          |             |
| ADDRESS (JOB ADDRESS IF DIFFERENT THAN BILLING ADDRESS) | STATE | ZIP                               | APARTMENT #                     | TENANT NAME |

DESCRIPTION OF WORK

|                                                        |                           |
|--------------------------------------------------------|---------------------------|
| <i>dig up and install sewer line from house cast</i>   | <i>2,900<sup>00</sup></i> |
| <i>line to Township Side of Sewer connecting to</i>    |                           |
| <i>pipe install &amp; clean out using 4 in PVC..</i>   |                           |
| <i>will remove old Rug and set to side only - will</i> |                           |
| <i>take fence down and re install it</i>               |                           |
| FT.                                                    | FT.                       |

|                                                                                                                                                                                                      |                                                                                                                       |                                                                                                                                                                                  |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| WORK ORDER AUTHORIZATION                                                                                                                                                                             | GUARANTEE                                                                                                             | OTHER CHARGES                                                                                                                                                                    | INVOICE AMOUNTS |
| I hereby authorize you to perform the above described services and I agree to pay the amounts indicated to the right. I hereby certify I am duly authorized to order and approve the work requested. | <i>On year on New</i>                                                                                                 | <i>Plumby work only</i>                                                                                                                                                          | TOTAL PARTS \$  |
|                                                                                                                                                                                                      |                                                                                                                       |                                                                                                                                                                                  | LABOR           |
|                                                                                                                                                                                                      |                                                                                                                       |                                                                                                                                                                                  | TOTAL OTHER     |
| SIGNATURE _____                                                                                                                                                                                      | TITLE _____                                                                                                           |                                                                                                                                                                                  | TAX EXEMPT #    |
| TYPE OF SERVICE<br>RES/COMM <input type="checkbox"/> PLUMBING <input type="checkbox"/><br>INDUSTRIAL <input type="checkbox"/> HEATING <input type="checkbox"/>                                       | TERMS OF PAYMENT<br>CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/> CASH <input type="checkbox"/> | <input type="checkbox"/> In the event check is returned, the COMPANY will charge the CUSTOMER'S credit card for the amount of the check plus a \$30.00 processing and bank fees. | \$              |

1% INTEREST WILL BE CHARGED TO ACCOUNTS OVER 15 DAYS OLD.  
\$30.00 CHARGE ON RETURNED CHECKS

|                                  |       |                           |
|----------------------------------|-------|---------------------------|
| SIGNATURE: <i>Richard Brooks</i> | NET   | <i>2,900<sup>00</sup></i> |
|                                  | TAX   |                           |
|                                  | TOTAL | <i>2,900<sup>00</sup></i> |



# Willingboro Township

## Information for Public Award of Pay to Play Contract (\$ 00 to \$36,000)

### Department Information\*

Willingboro Township  
 Department Inspections / Building and Grounds  
 Address One Rev. Dr. M.L. King Jr. Drive  
 City Willingboro  
 State/ Province NJ Zip/ Postal Code 08046-2853  
 Contact Name Duane  
 Phone Number 609-877-2200 ext  
 Fax Number \_\_\_\_\_

### Vendor's Information

Vendor JFK Plumbing  
 Address 17 Grayson Place  
 City Burlington  
 State/ Province NJ ZIP/ Postal Code 08016  
 Phone Number 609-877-6600  
 Fax Number 609-239-2557  
 Contact Name Joe Klish  
 Office Hours 8:30a to 4:30p

### Pay to Play Information\*\*

Location of Work Throughout \_\_\_\_\_ Vendor Code JFK

Description Township Plumbing Maintenance and Sewer Emergency Services  
 Intended Use Throughout Township

Requested date of **Proposal of Fees** ( submit 10 business days prior to Award of Contract ) Jul 22, 2013  
 Requested date of **Political Contibution Disclosure Form c.271** ( submit 10 business days prior to Award of Contract ) Jul 22, 2013  
 Requested date of **Stockholder's Dissclosure Certification** ( submit 10 business days prior to Award of Contract ) Jul 22, 2013  
 Requested date of **Business Entity Disclosure Certification** ( submit 10 business days prior to Award of Contract ) Jul 22, 2013  
 Requested date of **Business Registration Certification** ( submit 10 business days prior to Award of Contract ) Jul 22, 2013  
 Requested date of **IRS W-9 Form** ( submit 10 business days prior to Award of Contract ) Jul 22, 2013  
 Requested date of **Professional Licenses or Insurance** if required ( submit 10 business days prior to Award of Contract ) Jul 22, 2013

\*Please sign all original documents with BLUE ink . It is recommended you keep copies. We suggest returning by Certified Mail with return receipt to Willingboro Township , Department , Contact Person and address listed above in the Department Information.

**\*\*IMPORTANT NOTICE** *The information above is required by Law for the Public Award of a Pay to Play Contract. This information will be reviewed prior to any Decision making of the Governing Body. Voluntary submission of these documents provides no guarantee that a Public Award of a Contract will be approved by the Governing Body.*

Willingboro Township Willingboro, NJ 08046  
 609-877-2200 willingboronj.gov

Municipal Complex located at One Rev. Dr. M.L. King Jr. Drive  
 Willingboro Police Department at One Rev. Dr. M.L. King Jr. Drive  
 Public Works located at 25 Industrial Drive  
 Kennedy Center located at 429 J F Kennedy Way  
 Fire and Emergency Squad located at 398 Charleston Road



# TOWNSHIP OF WILLINGBORO

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

**FILE COPY**

August 8, 2013

JFK Plumbing  
17 Grayson Place  
Burlington, NJ 08016

**REFERENCE:** Resolution 2013-114 – Resolution Authorizing the Award of a Non-Fair and Open Contract for Township Plumbing Maintenance and Sewer Emergency Services

Dear Sir or Madam:

Enclosed is a copy of Resolution 2013-114 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1

cc: Shoprite  
Linda B.

## RESOLUTION 2013- 115

### TOWNSHIP OF WILLINGBORO

#### RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR TOWNSHIP PURCHASE OF PERISHABLE FOODS AS A SUBSISTENCE SUPPLY

**WHEREAS**, the Township of Willingboro has a need to acquire PERISHABLE FOODS AS A SUBSISTENCE SUPPLY as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4* ; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-3, and Ordinance 2009-23, the Township appointed a Qualified Purchasing Agent; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-3, contracts for goods or services which do not exceed \$36,000.00 may be awarded by the Qualified Purchasing Agent without publicly advertising for bids; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.5, this is a Non-Fair Open Contract, which has been certified to have an anticipated value in excess of \$17,500.00; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(e) a contract for the purchase of perishable foods as a subsistence may be negotiated and awarded without advertising for bids and bidding; and

**WHEREAS**, the Qualified Purchasing Agent has determined and certified in writing that the value of the contract PERISHABLE FOODS AS A SUBSISTENCE SUPPLY will exceed no more than \$29,000.00 per annum for a term of (1) year; and

**WHEREAS**, HFE Incorporated, d/b/a Shoprite of Willingboro located at 400 J.F. Kennedy Way, Willingboro, N.J. 08046 can provide PERISHABLE FOODS AS A SUBSISTENCE SUPPLY and the cost will not exceed no more than \$29,000.00 per annum for a term of (1) year; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.5 HFE Incorporated, d/b/a Shoprite of Willingboro located at 400 J.F. Kennedy Way, Willingboro, N.J. 08046 has completed and submitted a Business Entity Disclosure Certification which certifies that:

1. HFE Incorporated, d/b/a Shoprite of Willingboro located at 400 J.F. Kennedy Way, Willingboro, N.J. 08046 has not made any reportable campaign contributions in the previous 12 months to a political party or candidate committee of any person serving in elective public office in the Township of Willingboro; and

2. HFE Incorporated, d/b/a/ Shoprite of Willingboro located at 400 J.F. Kennedy Way, Willingboro, N.J. 08046 is prohibited from making any campaign contributions, reportable according to N.J.S.A. 19:44-1 throughout the term of the contract.

**WHEREAS**, the anticipated term of this contract is one (1) year and may be extended two (2) times as approved by this governing body; and

**WHEREAS**, funds are available for this purpose as indicated by the attached Treasurer's certification, pursuant to N.J.A.C. 5:30-5.4.

**NOW THEREFORE, BE IT RESOLVED** on this 6<sup>th</sup> day of August, 2013 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with HFE Incorporated, d/b/a Shoprite of Willingboro located at 400 J.F. Kennedy Way, Willingboro, N.J. 08046 for that is consistent with this resolution for a term of one (1) year.

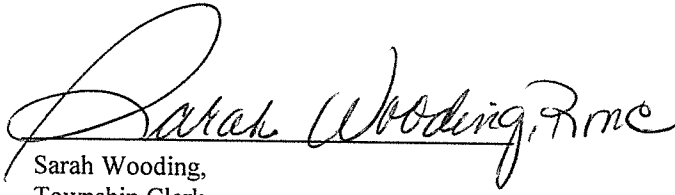


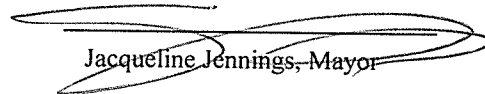
**NOW THEREFORE, BE IT RESOLVED** on this 6<sup>th</sup> day of August, 2013 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with **HFE Incorporated, d/b/a Shoprite of Willingboro located at 400 J.F. Kennedy Way, Willingboro, N.J. 08046** for that is consistent with this resolution to expire December 31, 2013; and

**BE IT FURTHER RESOLVED** by resolution, this governing body may extend this contract two (2) times (for one year each); 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 **HFE Incorporated, d/b/a/ Shoprite of Willingboro located at 400 J.F. Kennedy Way, Willingboro, N.J. 08046** for its information and attention.

  
Sarah Wooding,  
Township Clerk

  
Jacqueline Jennings, Mayor

| Recorded Vote       | Yes | No | Abstain | Absent |
|---------------------|-----|----|---------|--------|
| Councilman Anderson | ✓   |    |         |        |
| Councilman Campbell | ✓   |    |         |        |
| Councilman Ayler    | ✓   |    |         |        |
| Deputy Mayor Gordon |     |    |         | ✓      |
| Mayor Jennings      | ✓   |    |         |        |

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**TOWNSHIP OF WILLINGBORO**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**  
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**  
6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;  
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. The term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

**WILLINGBORO TOWNSHIP**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the HFE Incorporated, DBA Shoprite of Willingboro located at 400 J.F. Kennedy Way, Willingboro, N.J. 08046 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding 6<sup>th</sup> of August, 2013 representing the elected officials of the Township of Willingboro as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
- Corporation
- Sole Proprietorship
- Subchapter S Corporation
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                            |
|------------------------------|-----------------------------------------|
| KARL EICKHOFF                | 707 Golf View Road Moorestown, NJ 08057 |
| RICHARD EICKHOFF             | 961 PLANTER DR. YARDELY, PA 19067       |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: HFE Incorporated, DBA Shoprite of Willingboro

Signature of Affiant: Richard H. Eickhoff Title: Vice President

Printed Name of Affiant: Richard H. Eickhoff Date: 8/6/13

Subscribed and sworn before me this 6 day of August 2013

My Commission expires:

PAMELA J. MIKUS  
 Notary Public - New Jersey  
 My Commission Expires June 11, 2014

(Seal)

(Witnessed or attested by)

Pamela J. Mikus

**STOCKHOLDER DISCLOSURE CERTIFICATION**

Name of Business: HFE, Incorporated, d/b/a Shoprite of Willingboro

- 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% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

|                        |                                                          |
|------------------------|----------------------------------------------------------|
| Name: KARL EICKHOFF    | Home Address: 707 GOLF VIEW ROAD<br>MOORESTOWN, NJ 08057 |
| Name: RICHARD EICKHOFF | Home Address: 901 PLANTER DRIVE<br>HADDEN, PA 19067      |
| Name:                  | Home Address:                                            |

Subscribed and sworn before me this 10 day of August 2013

(Notary Public) *Pamela J. Mikus*

My Commission expires:

PAMELA J. MIKUS  
Notary Public - New Jersey  
My Commission Expires June 11, 2014

(Affiant) *Richard H. Eickhoff*  
(Print name & title of affiant) *Richard Eickhoff Vice President*

(Corporate Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfmennu.shtml](http://www.nj.gov/dca/lgs/lfns/lfmennu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

- a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
- b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
- c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
- d. The form may be used "as-is", subject to edits as described herein.
- e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Burlington**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County: Burlington

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):



## 40A:11-5. Exceptions

Any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor and shall be awarded by the resolution of the governing body if:

- (1) The subject matter thereof consists of:
- (a) (i) Professional services. The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in the official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the clerk of the county or municipality, or, in the case of a contracting unit created by more than one county or municipality, of the counties or municipalities creating such contracting unit; or (ii) Extraordinary unspicable services. The application of this exception shall be construed narrowly in favor of open competitive bidding, whenever possible, and the Division of Local Government Services is authorized to adopt and promulgate rules and regulations after consultation with the Commissioner of Education limiting the use of this exception in accordance with the intention herein expressed. The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed, in the manner set forth in subsection (1) (a) (i) of this section, a brief notice of the award of such contract;
- (b) The doing of any work by employees of the contracting unit;
- (c) The printing of legal briefs, records and appendices to be used in any legal proceeding in which the contracting unit may be a party;
- (d) The furnishing of a tax map or maps for the contracting unit;
- (e) The purchase of perishable foods as a subsistence supply;
- (f) The supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities or the Federal Energy Regulatory Commission or its successor, in accordance with tariffs and schedules of charges made, charged or exacted, filed with the board or commission;
- (g) The acquisition, subject to prior approval of the Attorney General, of special equipment for confidential investigation;
- (h) The printing of bonds and documents necessary to the issuance and sale thereof by a contracting unit;
- (i) Equipment repair service if in the nature of an extraordinary unspicable service and necessary parts furnished in connection with such service, which exception shall be in accordance with the requirements for extraordinary unspicable services;
- (j) The publishing of legal notices in newspapers as required by law;
- (k) The acquisition of artifacts or other items of unique intrinsic, artistic or historical character;
- (l) Those goods and services necessary or required to prepare and conduct an election;
- (m) Insurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspicable services;

SHOPR050

Form W-9

(Rev. October 2007) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return) **HFE Inc.**

Business name, if different from above **Shoprite of Wilmington**

Check appropriate box:  Individual/sole proprietor  Corporation  Partnership  Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) **D**

Other (see instructions) **Exempt payee**

Address (number, street, and apt. or suite no.) **4003 E Kennedy Way**

City, state, and ZIP code **Wilmington DE 19806**

List account number(s) here (optional)

Requester's name and address (optional)

Print or type See Specific Instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided securely match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, if is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

Backup withholding instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

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

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

**Part III Certification**

Employer identification number **00:11859016**

Social security number

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

**Signature of U.S. person**

*[Signature]* **7-21-09**

FORM-BRC(08-01)

06/03/88

EFFECTIVE DATE: 09/20/04

ADDRESS: LEVITT PKWY & J F KENNEDY WAY  
WILLINGBORO NJ 08046

TAXPAYER IDENTIFICATION#: 221-859-016/000

TAXPAYER NAME: H F E, INC.

TRADE NAME: SHOP RITE OF WILLINGBORO

SEQUENCE NUMBER: 0411162

ISSUANCE DATE: 09/20/04

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

Sincerely,  
John E. Tully, CPA  
Acting Director

SHOP RITE



# Willingboro Township

## Information for Public Award of Pay to Play Contract (\$17,500 to \$36,000)

### Department Information\*

Willingboro Township  
 Department Office on Aging  
 Vendor HFE, INC d/b/a Shoprite of Willingboro

Address One Rev. Dr. M.L. King Jr. Drive  
 City Willingboro  
 State/Province NJ Zip/Postal Code 08046-2853  
 Contact Name Reva  
 Phone Number 609-877-2200 ext 1124  
 Fax Number  
 Contact Name Annabelle Melendez  
 Office Hours 8:30a to 4:30p

### Vendor's Information

Pay to Play Information\*\*  
 Location of Work Throughout Vendor Code SHOPR050  
 Description PURCHASE OF PERISHABLE FOODS AS A SUBSISTENCE SUPPLY  
 Intended Use SUPPORT FOOD PROGRAMS

Requested date of Proposal of Fees (submit 10 business days prior to Award of Contract) Jul 22, 2013  
 Requested date of Political Contribution Disclosure Form c.271 (submit 10 business days prior to Award of Contract) Jul 22, 2013  
 Requested date of Stockholder's Disclosure Certification (submit 10 business days prior to Award of Contract) Jul 22, 2013  
 Requested date of Business Entity Disclosure Certification (submit 10 business days prior to Award of Contract) Jul 22, 2013  
 Requested date of Business Registration Certification (submit 10 business days prior to Award of Contract) Jul 22, 2013  
 Requested date of IRS W-9 Form (submit 10 business days prior to Award of Contract) Jul 22, 2013  
 Requested date of Professional Licenses or Insurance (submit 10 business days prior to Award of Contract) Jul 22, 2013  
 \*Please sign all original documents with BLUE ink. It is recommended you keep copies. We suggest returning by Certified Mail with return receipt to Willingboro Township, Department, Contact Person and address listed above in the Department Information.  
**\*\*IMPORTANT NOTICE** The information above is required by Law for the Public Award of a Pay to Play Contract. This information will be reviewed prior to any Decision making of the Governing Body. Voluntary submission of these documents provides no guarantee that a Public Award of a Contract will be approved by the Governing Body.

Willingboro Township 609-877-2200 Willingboro, NJ 08046  
 Willingboro Police Department at One Rev. Dr. M.L. King Jr. Drive  
 Municipal Complex located at One Rev. Dr. M.L. King Jr. Drive  
 Willingboro Police Department at One Rev. Dr. M.L. King Jr. Drive  
 Public Works located at 25 Industrial Drive  
 Kennedy Center located at 429 J F Kennedy Way  
 Fire and Emergency Squad located at 398 Charleston Road



# TOWNSHIP OF WILLINGBORO

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

FILE COPY

August 8, 2013

HFE Incorporated, d/b/a Shoprite of Willingboro  
400 J.F. Kennedy  
Willingboro, NJ 08046

**REFERENCE:** Resolution 2013-115 – Resolution Authorizing the Award of a Non-fair and Open Contract for Township Purchase of Perishable Foods as a Subsistence Supply

Dear Sir or Madam:

Enclosed is a fully executed copy of Resolution 2013-115 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1

cc: Finance

**RESOLUTION NO. 2013--116**

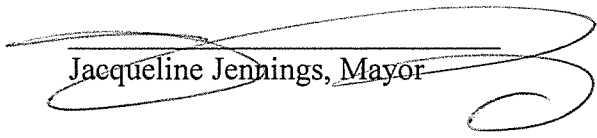
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

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 6th day of August, 2013, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.

  
Jacqueline Jennings, Mayor

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

## OVERPAYMENT FOR TAXES

|                                                                                                                                                              |                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| HADI PEZESHKI<br>7 ANN DRIVE<br>MT. LAUREL, NJ 08054<br>BLOCK 624<br>LOT 9<br>30 HINSDALE LANE<br>OVERPAYMENT TAXES                                          | \$1,513.33<br><br><br><br><br><br>\$378.34 |
| GREGORY GIDNEY<br>14 TERRACE COURT<br>WILLINGBORO, NJ 08046<br>BLOCK 1101<br>LOT 16<br>14 TERRACE COURT<br>OVERPAYMENT TAXES                                 | <br><br><br><br><br><br>\$2,971.71         |
| CORELOGIC TAX SERVICE<br>ATTN: REFUNDS DEPT.<br>PO BOX 961250<br>FT WORTH, TX 76161-0250<br>BLOCK 1104<br>LOT 5<br>158 NOTTINGHAM DRIVE<br>OVERPAYMENT TAXES | <br><br><br><br><br><br>\$1,909.48         |
| HOME SERVICING LLC<br>8641 UNITED PLAZA BLVD<br>SUITE 302<br>BATON ROUGE, LA 70809<br>BLOCK 101<br>LOT 6<br>19 SUSSEX DRIVE<br>OVERPAYMENT TAXES             | <br><br><br><br><br><br>\$1,000.49         |

cc: Weiss  
R.V.  
Jen

## RESOLUTION NO. 2013 -117

### A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO RELEASING THE PERFORMANCE BOND FOR WILLINGBORO WALK PHASE 1 AND ACCEPTING A TWO YEAR MAINTENANCE BOND

**WHEREAS**, Remington, Vernick & Arango Engineers, and Affiliates, has inspected the Willingboro Walk –Phase 1 project by Weiss Properties; and

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

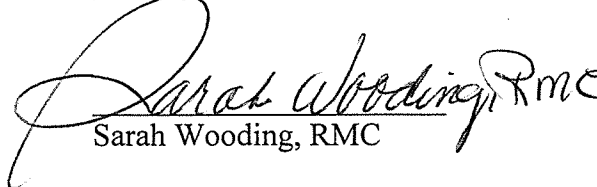
**WHEREAS**, it is the recommendation of the Township's Engineer that the Township of Willingboro release the Performance Surety Bond # 1779 in the amount of Five Hundred ninety thousand eight hundred seven dollars and 66/100 cents (\$590,807.66) and upon a posting of a two year Maintenance Bond in the amount of Two Hundred thirty five thousand one hundred fifty five dollars and 96/100 cents (\$235,155.96) 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 for Willingboro Walk – Phase 1 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 6th day of August 2013, that the performance bond # 1779 in the amount of Five Hundred ninety thousand eight hundred seven dollars and 66/100 cents (\$590,807.66) will be released for the Willingboro Walk – Phase 1 and will accept a two year Maintenance Bond in the amount of Two Hundred thirty five thousand one hundred fifty five dollars and 96/100 cents (\$235,155.96).

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, and Weiss Properties 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, PR, Vice President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

July 26, 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  
Willingboro Walk- Phase 1  
Block: 5.01; Lot(s): 13.02, 13.05  
Performance Bond Release  
RVA #0313-I-033

Dear Ms Diggs:

Remington, Vernick & Arango Engineers Inspection Department has conducted an inspection to the above referenced project and recommends releasing the remaining Performance Bond in the amount of \$590,807.66, upon posting of a two-year Maintenance Bond in the amount of \$235,155.96.

All prior accounts relating to this project must be up to date. The release of the Performance Bond is contingent upon the Payment Agreement of all outstanding Remington, Vernick & Arango Engineer Vouchers.

If you should have any further questions or require any additional information, please contact our office at (856) 303-1245.

Sincerely,

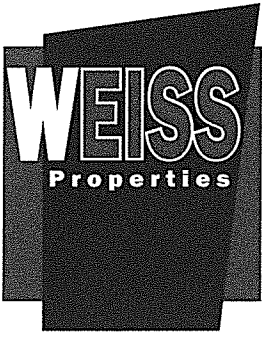
REMINGTON, VERNICK & ARANGO ENGINEERS

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

KWB/DMJ

cc: Sarah Wooding, Township Clerk  
Sweetwater Construction Corporation  
Weiss Properties  
Hasson Shipman, RVA  
Douglas Johnson, RVA

*Earning Our Reputation Every Day Since 1901*



July 11, 2011

Cerise Meisel  
Deputy Township Clerk  
Township of Willingboro  
1 Salem Road  
Willingboro NJ 08046-2119

**Re: Willingboro Walk Connection Fees  
Route 130 & Pennypacker Drive  
Willingboro, New Jersey**

Dear Ms. Meisel:

Please find enclosed an Irrevocable Standby Letter of Credit for the Performance Bond of the site improvements at the above referenced development in the amount of One Million Eight Hundred Eighty One Thousand Two Hundred Forty Seven and 68/100 (\$1,881,247.68).

In addition, please find enclosed a check in the amount of Seventy Eight Thousand Three Hundred Eighty Five and 32/100 (\$78,385.32) for the Inspection Fee Escrow.

With this Letter of Credit and check, we are posting our bond and inspection fees for the site improvements at the above referenced site.

Thank you for your help in this matter.

Very truly yours,

WILLINGBORO ASSOCIATES LLC

A handwritten signature in black ink, appearing to be "Robert Weiss", written over a horizontal line.

Robert Weiss  
Managing Member

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS  
Michael D. Vana, PE, PP, CME, ~~Member 2000~~  
Edward J. Walberg, PE, PP, CME  
Thomas F. Besch, PE, CME  
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY  
Bridget A. Brubaker, BA, MPA

SENIOR ASSOCIATES  
John J. Conwell, PE, PP, CME  
Alan Dittenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogl, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME, LEED  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlesio, PE, PP, CME  
Leonard A. Falola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME  
Richard Czekanik, PE, CME, BCEE

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

15-33 Halsted Street, Suite 204  
East Orange, NJ 07018  
(973) 323-3065  
(973) 323-3068 (fax)

Remington, Vornlok  
& Vana Engineers  
9 Aron Street  
Toms River, NJ 08763  
(732) 286-9220  
(732) 805-8416 (fax)

3 Jocama Boulevard, Suite 300-100  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2818 (fax)

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

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

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

5010 East Thiede Road, Suite 203  
Mechanicsburg, PA 17050  
(717) 766-1776  
(717) 766-0232 (fax)

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

Univ. Office Plaza, Bellevue Building  
252 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 265-0212  
(302) 265-6208 (fax)

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

April 29, 2011

Cerise Meisel, Planning Board Secretary  
Township of Willingboro  
1 Salem Road  
Willingboro, New Jersey 08046

Subject: Performance Bond Determination  
Willingboro Walk  
Block: 5.01, Lot's 5 & 13  
Application # 4-2008  
R&V# 0338P071

Dear Ms. Meisel,

For your information, I am enclosing an updated cost estimate for the proposed improvements for the above referenced project as requested by the developer.

#### Phase 1

|                   |                |
|-------------------|----------------|
| Performance Bond  | \$1,881,247.68 |
| Inspection Escrow | \$78,385.32    |
| Maintenance Bond  | \$235,155.98   |

Currently our information indicates that the developer/applicant for this project is Willingboro Associates, LLC, 41 Bayard Street, 2<sup>nd</sup> Floor, New Brunswick, NJ 08901

If this information is incorrect, please have the applicant notify our office in writing as soon as possible of the correct address to which copies of our invoices should be sent. The M.L.U.L. requires the applicant to notify the municipality and the engineer of any changes in ownership of a project.

The developer must notify the Willingboro Township Construction/Planning/Zoning office at (856) 667-0400 for information on inspections. If you have any questions, please do not hesitate to call.  
Sincerely yours,

REMINGTON & VERNICK ENGINEERS, INC.

  
Gregory J. Sullivan, P.E., P.P., C.M.E., C.E.A.

GJS

c: Willingboro Associates, LLC  
K. Wendell Bibbs, P.E.

lvwillingborolp071 - w/willingborowalkbond amounts Miller 01 1-28-09.doc

Earning Our Reputation Every Day Since 1901

www.rve.com

# Remington Vernick Arango Engineers

## COST ESTIMATE

DATE 29-Apr-11

TWP: Willingboro Township  
 NAME: Willingboro Walk - Phase 1  
 LOCATION: Route 130 - North  
 BLOCK: 5.01 LOTS: 5 & 13  
 (Per Plans revised 1-5-09)

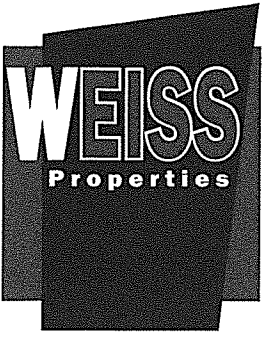
TWP. NO.: 04--2008  
 FIN. NO.:  
 R&V NO.: 0338P071

## STORM SEWER

| QTY   | UNIT | ITEM                                      | UNIT COST  | PRICE       |
|-------|------|-------------------------------------------|------------|-------------|
| 1699  | LF   | 15" High Density Polyethylene Pipe        | \$38.00    | \$64,562.00 |
| 919   | LF   | 18" High Density Polyethylene Pipe        | \$42.00    | \$38,598.00 |
| 668   | LF   | 24" High Density Polyethylene Pipe        | \$48.00    | \$32,064.00 |
| 296   | LF   | 36" High Density Polyethylene Pipe        | \$60.00    | \$17,760.00 |
| 362   | LF   | 42" High Density Polyethylene Pipe        | \$65.00    | \$23,530.00 |
| 66    | LF   | 48" High Density Polyethylene Pipe        | \$70.00    | \$4,620.00  |
| 340   | LF   | Roof Drain (8" PVC)                       | \$20.00    | \$6,800.00  |
| 1     | UNIT | Basin Outfall Structure (12'-14' Depth)   | \$7,500.00 | \$7,500.00  |
| 1     | UNIT | Concrete Headwall 48" HDPE                | \$5,000.00 | \$5,000.00  |
| 28    | CY   | Scour Hole                                | \$50.00    | \$1,400.00  |
| 5     | UNIT | Storm Manhole 5' Diameter (0'-6' Depth)   | \$4,500.00 | \$22,500.00 |
| 2     | UNIT | Storm Manhole 5' Diameter (6'-8' Depth)   | \$5,000.00 | \$10,000.00 |
| 1     | UNIT | Storm Manhole 5' Diameter (8'-10' Depth)  | \$5,500.00 | \$5,500.00  |
| 1     | UNIT | Storm Manhole 5' Diameter (10'-12' Depth) | \$6,000.00 | \$6,000.00  |
| 14600 | CY   | Basin Excavation (On-Site Spoil)          | \$3.50     | \$51,100.00 |
| 4     | UNIT | Type B Inlet (0'-6' Depth)                | \$3,000.00 | \$12,000.00 |
| 18    | UNIT | Type E Inlet (0'-6' Depth)                | \$3,000.00 | \$54,000.00 |
| 2     | UNIT | Type E Inlet (6'-8' Depth)                | \$3,500.00 | \$7,000.00  |
| 3     | UNIT | Type E Inlet (8'-10' Depth)               | \$4,000.00 | \$12,000.00 |
| 4571  | LF   | Trench Compaction                         | \$5.00     | \$22,855.00 |

## PLANTING

|       |      |                              |          |             |
|-------|------|------------------------------|----------|-------------|
| 28    | UNIT | Ornamental Tree              | \$250.00 | \$7,000.00  |
| 54    | UNIT | Evergreen Tree               | \$250.00 | \$13,500.00 |
| 62    | UNIT | Shade Tree                   | \$500.00 | \$31,000.00 |
| 1391  | UNIT | Shrubs                       | \$40.00  | \$55,640.00 |
| 813   | UNIT | Perennials/Daylilies/Liriope | \$20.00  | \$16,260.00 |
| 219   | UNIT | Ornamental Grasses           | \$20.00  | \$4,380.00  |
| 23500 | SY   | Fertilizer/Seed              | \$1.75   | \$41,125.00 |



RECEIVED

JUL 24 2013

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

July 22, 2013

Sarah Wooding  
Township Clerk  
Township of Willingboro  
One Salem Road  
Willingboro, NJ 08046

**Re: Performance Bond Release  
The Avery Phase 1  
Block 5.01/Lot 13.02, 13.05  
Willingboro Township New Jersey**

Dear Ms. Wooding:

This letter is to request the release of the Performance Bond for Phase 1 of our project. On April 3, 2012 the Willingboro Township Council adopted Resolution #2012-62 which reduced the amount of the bond to \$590,807.66. As we have completed all of the outstanding items on the punchlist from Remington, Vernick & Arango Engineers, we are requesting that the Council release the above referenced balance.

Pursuant to a letter from Remington, Vernick & Arango Engineers dated April 29, 2011 (attached) we are preparing a Maintenance Bond in the amount of \$235,155.96.

Please place us on the agenda for the August 6th Council meeting.

Thank you for your help in this matter.

Very truly yours,

WILLINGBORO ASSOCIATES, LLC

A handwritten signature in black ink, appearing to read "Yoni Nevenansky". The signature is fluid and cursive, written over the printed name.

Yoni Nevenansky  
Vice President

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

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

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

SENIOR ASSOCIATES  
John J. Cantwell, PE, PP, CME  
Nan 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. Falola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME  
Richard Czekanski, PE, CME, BCEE

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

15-33 Halsted Street, Suite 204  
East Orange, NJ 07018  
(973) 323-3065  
(973) 323-3068 (fax)

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

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

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

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

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

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

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

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

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

April 29, 2011

Cerise Meisel, Planning Board Secretary  
Township of Willingboro  
1 Salem Road  
Willingboro, New Jersey 08046

Subject: Performance Bond Determination  
Willingboro Walk  
Block: 5.01, Lot's 5 & 13  
Application # 4-2008  
R&V# 0338P071

Dear Ms. Meisel,

For your information, I am enclosing an updated cost estimate for the proposed improvements for the above referenced project as requested by the developer.

#### Phase 1

|                   |                |
|-------------------|----------------|
| Performance Bond  | \$1,881,247.68 |
| Inspection Escrow | \$78,385.32    |
| Maintenance Bond  | \$235,155.96   |

Currently our information indicates that the developer/applicant for this project is Willingboro Associates, LLC, 41 Bayard Street, 2<sup>nd</sup> Floor, New Brunswick, NJ 08901

If this information is incorrect, please have the applicant notify our office in writing as soon as possible of the correct address to which copies of our invoices should be sent. The M.L.U.L. requires the applicant to notify the municipality and the engineer of any changes in ownership of a project.

The developer must notify the Willingboro Township Construction/Planning/Zoning office at (856) 667-0400 for information on inspections. If you have any questions, please do not hesitate to call.

Sincerely yours,

REMINGTON & VERNICK ENGINEERS, INC.

  
Gregory J. Sullivan, P.E., P.P., C.M.E., C.E.A.

GJS

c: Willingboro Associates, LLC  
K. Wendell Bibbs, P.E.

t:\willingboro\p071 - willingboro walk\bond amounts letter 01 1-28-09.doc

Earning Our Reputation Every Day Since 1901

www.rve.com

# Remington Vernick Arango Engineers

## COST ESTIMATE

DATE 29-Apr-11

**TWP:** Willingboro Township  
**NAME:** Willingboro Walk - Phase 1  
**LOCATION:** Route 130 - North  
**BLOCK:** 5.01      **LOTS:** 5 & 13  
 (Per Plans revised 1-5-09)

**TWP. NO.:** 04--2008  
**FIN. NO.:**  
**R&V NO.:** 0338P071

| QTY | UNIT | ITEM | UNIT COST | PRICE |
|-----|------|------|-----------|-------|
|-----|------|------|-----------|-------|

### EXCAVATION & CLEARING

|       |    |                                               |        |             |
|-------|----|-----------------------------------------------|--------|-------------|
| 17746 | CY | Stockpile topsoil, (6" entire disturbed area) | \$3.50 | \$62,111.00 |
| 20255 | SY | Respread Topsoil (6" thick)                   | \$2.00 | \$40,510.00 |

### SOIL EROSION & SEDIMENT CONTROL

|      |      |                               |            |             |
|------|------|-------------------------------|------------|-------------|
| 5060 | LF   | Silt Fence                    | \$2.50     | \$12,650.00 |
| 1200 | LF   | Tree Protection Fence         | \$2.50     | \$3,000.00  |
| 24   | UNIT | Collar/Stone Inlet Protection | \$150.00   | \$3,600.00  |
| 150  | SY   | Slope Stab. Geotextile        | \$6.50     | \$975.00    |
| 2    | UNIT | Construction Entrance         | \$1,500.00 | \$3,000.00  |

### PAVING & CONCRETE

|       |      |                                                                             |            |              |
|-------|------|-----------------------------------------------------------------------------|------------|--------------|
| 14700 | SY   | 1.5" Bituminous Surface Course-1(I-5)                                       | \$7.00     | \$102,900.00 |
| 14700 | SY   | 3" Stabilized Base (I-2)                                                    | \$11.50    | \$169,050.00 |
| 14700 | SY   | 6" Dense Graded Aggregate                                                   | \$9.00     | \$132,300.00 |
| 680   | SY   | 4" Concrete Sidewalk                                                        | \$50.00    | \$34,000.00  |
| 4342  | LF   | 8"x18" Concrete Curbing                                                     | \$16.00    | \$69,472.00  |
| 2908  | LF   | Monolithic Curb & Sidewalk (4" w/Reinforcement) - 6' wide from face of curb | \$49.30    | \$143,364.40 |
| 24    | UNIT | Handicap Ramp, not including curb                                           | \$1,000.00 | \$24,000.00  |
| 420   | SF   | Concrete Pavers/Brick w/ 6" Sandbed                                         | \$18.00    | \$7,560.00   |
| 467   | SF   | Decorative Crosswalk                                                        | \$18.00    | \$8,406.00   |

# Remington Vernick Arango Engineers

## COST ESTIMATE

DATE 29-Apr-11

TWP: Willingboro Township  
 NAME: Willingboro Walk - Phase 1  
 LOCATION: Route 130 - North  
 BLOCK: 5.01 LOTs: 5 & 13  
 (Per Plans revised 1-5-09)

TWP. NO.: 04--2008  
 FIN. NO.:  
 R&V NO.: 0338P071

| QTY | UNIT | ITEM | UNIT COST | PRICE |
|-----|------|------|-----------|-------|
|-----|------|------|-----------|-------|

### STORM SEWER

|       |      |                                           |            |             |
|-------|------|-------------------------------------------|------------|-------------|
| 1699  | LF   | 15" High Density Polyethylene Pipe        | \$38.00    | \$64,562.00 |
| 919   | LF   | 18" High Density Polyethylene Pipe        | \$42.00    | \$38,598.00 |
| 668   | LF   | 24" High Density Polyethylene Pipe        | \$48.00    | \$32,064.00 |
| 296   | LF   | 36" High Density Polyethylene Pipe        | \$60.00    | \$17,760.00 |
| 362   | LF   | 42" High Density Polyethylene Pipe        | \$65.00    | \$23,530.00 |
| 66    | LF   | 48" High Density Polyethylene Pipe        | \$70.00    | \$4,620.00  |
| 340   | LF   | Roof Drain (8" PVC)                       | \$20.00    | \$6,800.00  |
| 1     | UNIT | Basin Outfall Structure (12'-14' Depth)   | \$7,500.00 | \$7,500.00  |
| 1     | UNIT | Concrete Headwall 48" HDPE                | \$5,000.00 | \$5,000.00  |
| 28    | CY   | Scour Hole                                | \$50.00    | \$1,400.00  |
| 5     | UNIT | Storm Manhole 5' Diameter (0'-6' Depth)   | \$4,500.00 | \$22,500.00 |
| 2     | UNIT | Storm Manhole 5' Diameter (6'-8' Depth)   | \$5,000.00 | \$10,000.00 |
| 1     | UNIT | Storm Manhole 5' Diameter (8'-10' Depth)  | \$5,500.00 | \$5,500.00  |
| 1     | UNIT | Storm Manhole 5' Diameter (10'-12' Depth) | \$6,000.00 | \$6,000.00  |
| 14600 | CY   | Basin Excavation (On-Site Spoil)          | \$3.50     | \$51,100.00 |
| 4     | UNIT | Type B Inlet (0'-6' Depth)                | \$3,000.00 | \$12,000.00 |
| 18    | UNIT | Type E Inlet (0'-6' Depth)                | \$3,000.00 | \$54,000.00 |
| 2     | UNIT | Type E Inlet (6'-8' Depth)                | \$3,500.00 | \$7,000.00  |
| 3     | UNIT | Type E Inlet (8'-10' Depth)               | \$4,000.00 | \$12,000.00 |
| 4571  | LF   | Trench Compaction                         | \$5.00     | \$22,855.00 |

### PLANTING

|       |      |                              |          |             |
|-------|------|------------------------------|----------|-------------|
| 28    | UNIT | Ornamental Tree              | \$250.00 | \$7,000.00  |
| 54    | UNIT | Evergreen Tree               | \$250.00 | \$13,500.00 |
| 62    | UNIT | Shade Tree                   | \$500.00 | \$31,000.00 |
| 1391  | UNIT | Shrubs                       | \$40.00  | \$55,640.00 |
| 813   | UNIT | Perennials/Daylilies/Liriope | \$20.00  | \$16,260.00 |
| 219   | UNIT | Ornamental Grasses           | \$20.00  | \$4,380.00  |
| 23500 | SY   | Fertilizer/Seed              | \$1.75   | \$41,125.00 |



# Remington Vernick Arango Engineers

## COST ESTIMATE

DATE 29-Apr-11

TWP: Willingboro Township  
 NAME: Willingboro Walk - Phase 1  
 LOCATION: Route 130 - North  
 BLOCK: 5.01 LOTs: 5 & 13  
 (Per Plans revised 1-5-09)

TWP. NO.: 04--2008  
 FIN. NO.:  
 R&V NO.: 0338P071

| QTY | UNIT | ITEM | UNIT COST | PRICE |
|-----|------|------|-----------|-------|
|-----|------|------|-----------|-------|

### LIGHTING

|    |      |                                           |            |             |
|----|------|-------------------------------------------|------------|-------------|
| 3  | UNIT | Double 100 Watt H.P.S. Pole Mounted Light | \$3,400.00 | \$10,200.00 |
| 29 | UNIT | 150 Watt H.P.S. Pole Mounted Light        | \$2,900.00 | \$84,100.00 |

### MISCELLANEOUS

|      |      |                                     |             |             |
|------|------|-------------------------------------|-------------|-------------|
| 10   | UNIT | Street Signs                        | \$250.00    | \$2,500.00  |
| 10   | UNIT | Handicap Parking Signs w/Van Access | \$250.00    | \$2,500.00  |
| 22   | UNIT | Traffic Control Signs               | \$75.00     | \$1,650.00  |
| 1    | UNIT | Development Sign 'A'                | \$20,000.00 | \$20,000.00 |
| 1    | UNIT | Development Sign 'B'                | \$5,000.00  | \$5,000.00  |
| 1200 | LF   | Split Rail Fence                    | \$22.00     | \$26,400.00 |
| 600  | SF   | Stone Retaining Wall                | \$40.00     | \$24,000.00 |
| 10   | UNIT | Pavement Markings, Symbols          | \$50.00     | \$500.00    |
| 264  | SF   | Pavement Markings                   | \$1.00      | \$264.00    |

### TOTALS

CONSTRUCTION COST: \$1,567,706.40  
 20% CONTINGENCIES: \$313,541.28  
 TOTAL IMPROVEMENTS TO BE BONDED: \$1,881,247.68

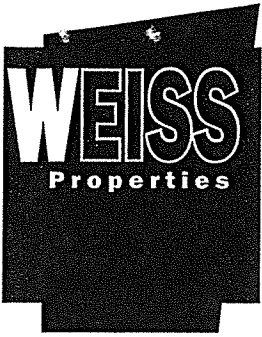
5% INSPECTION ESCROW: \$78,385.32

TOTAL AMOUNT OF MAINTENANCE BOND: \$235,155.96

(Based on the greater of \$500.00 or 5% of the construction cost pursuant to NJSA 40:55D-53.h)

REV.8-01

This Estimate Of The Costs Of Improvements Has Been Prepared Pursuant To Section 40:55D-53.4 Of The Municipal Land Use Law And Is Based On Documented Construction Cost For Public Improvements Which Prevail In The Vicinity Of The Municipality



7/24/13

Orig. in Vault

COPY

July 11, 2011

Cerise Meisel  
Deputy Township Clerk  
Township of Willingboro  
1 Salem Road  
Willingboro NJ 08046-2119

**Re: Willingboro Walk Connection Fees  
Route 130 & Pennypacker Drive  
Willingboro, New Jersey**

Dear Ms. Meisel:

Please find enclosed an Irrevocable Standby Letter of Credit for the Performance Bond of the site improvements at the above referenced development in the amount of One Million Eight Hundred Eighty One Thousand Two Hundred Forty Seven and 68/100 (\$1,881,247.68).

In addition, please find enclosed a check in the amount of Seventy Eight Thousand Three Hundred Eighty Five and 32/100 (\$78,385.32) for the Inspection Fee Escrow.

With this Letter of Credit and check, we are posting our bond and inspection fees for the site improvements at the above referenced site.

Thank you for your help in this matter.

Very truly yours,

WILLINGBORO ASSOCIATES LLC

Robert Weiss  
Managing Member



3590 U.S. Highway 9  
 Old Bridge, NJ 08857  
 732.591.8700

**IRREVOCABLE LETTER OF CREDIT # 1779**

RE: Willingboro Associates, LLC  
 Amount: \$1,881,247.68  
 Date: July 7, 2011

Block(s): 5.01 Lots: 13.05 (Tract I)

Block(s): 5.01 Lots: 13.01, 13.02, 13.03, 13.04, 13.06, 13.07 (Tract II)

**IRREVOCABLE STANDBY LETTER OF CREDIT (PERFORMANCE)**

**Issued by:**

Name of Banking Institution: Amboy Bank  
 Address: 3590 Hwy. 9 South  
 City/State/ZIP: Old Bridge, NJ 08857  
 Telephone: 732-591-8700 Fax: 732-591-0638  
 Issue date: July 7, 2011  
 Expiration date and time: July 7, 2012 12:00 pm  
 Letter of Credit Number 1779

**Beneficiary:**

Name: Township of Willingboro  
 Address: Municipal Complex, One Salem Road  
 City/State/ZIP: Willingboro, NJ 08046  
 Telephone: 609-877-2200 Fax: 609-835-0782

**Applicant:**

Name: Willingboro Associates, LLC  
 Address: 41 Bayard Street, 2<sup>nd</sup> Floor  
 City/State/ZIP: New Brunswick, NJ 08901  
 Telephone: 732-418-9111 Fax: 732-418-9115  
 Amount: On Million Eight Hundred Eighty One Thousand Two Hundred Forty Seven and 68/100 (\$1,881,247.68).

(Not to exceed 120 percent of the cost of the improvements, as certified by the municipal engineer)

We hereby issue our irrevocable standby letter of credit in your favor, which is available by your draft at sight bearing our letter of credit number 1779 on July 7, 2011.

Your draft must be presented at the office indicated above by personal delivery or by registered or certified mail or courier and must be accompanied by (1) the original standby letter of credit and any subsequent original amendments and (2) an original statement purportedly signed by the municipal engineer of Township of Willingboro stating: "The amount of this drawing under irrevocable Standby Letter of Credit No. 1779, issued July 7, 2011 by Amboy Bank, represents the amount due us as a result of the failure of Willingboro Associates, LLC to complete the site improvements as detailed in the municipal resolution of approval and in that certain Engineer's Estimate entitled "Performance Bond Determination, Willingboro Walk, Block 5.01, Lots 5&13, Application #4-2008, R&V #0338P071" prepared by Gregory Sullivan P.E., P.P., C.M.E., C.E.A. and dated April 29, 2011. I hereby certify that notice of the incompletions upon which this drawing is based was given to the applicant by registered or certified mail or by courier on March 29, 2011 (date at least 30 days prior to the date of the municipal engineer's statement)." This certification shall be accompanied by a resolution of the municipal governing body endorsing the findings of the engineer and stating that the improvements have not been approved or accepted.

This letter of credit shall continue in effect until the expiration date and shall be deemed to be automatically extended for a further period of 1 year (not to exceed one year) unless written notice is given by the banking institution by registered or certified mail or by courier to the applicant and the municipality at least 60 days prior to the then current expiration date.

In the event of the failure of the applicant to furnish another letter of credit meeting the requirements of N.J.S.A. 40:55D-53.5 and N.J.A.C. 5:36-4.3, or other security meeting applicable legal requirements, at least 30 days prior to the expiration date of this letter of credit, the municipality may draw upon this letter of credit, to the extent allowed by law.

This letter of credit shall expire upon approval or acceptance by resolution of the municipal governing body of all improvements cited in the aforesaid Engineer's Estimate or upon replacement of this letter of credit by other security meeting applicable legal requirements. Upon approval or acceptance of some, but not all, of said improvements, a reduction in the amount of this letter of credit shall be granted in accordance with N.J.S.A. 40:55D-53.5, provided that the remaining amount shall be sufficient to secure provision of the improvements not yet approved and that the municipality may require that the remaining amount be 30 percent of the original amount.

All correspondence to the banking institution concerning this letter of credit shall be addressed to the office indicated above.

This letter of credit shall inure to the benefit of the beneficiary municipality only and no other party shall acquire any rights hereunder.

This letter of credit is subject to [Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600] or the [International Standby Practices 1998 (ISP98)]. Publication No. 590. (Note: Either shall be acceptable.)

We hereby agree with you that drawings under and in compliance with the terms of this letter of credit shall be duly honored upon presentation to us.

Witness/Attest:

Kelly A. Ehrhart

Amboy Bank:




Domenick Margiotta, SVP

TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX  
ONE SALEM ROAD  
WILLINGBORO, NEW JERSEY 08046

**Willingboro Walk**

Connection Fees  
Route 130 & Pennypacker Drive  
Weiss Properties  
Block 5.01 - Lots 5 & 13

Re'vd. July 11, 2012 



# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

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

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

#### SENIOR ASSOCIATES

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

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

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

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

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

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 622-5150  
(609) 522-5313 (fax)

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

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

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

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

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

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

March 21, 2012

Joanne Diggs, Manager  
Township of Willingboro  
1 Salem Road  
Willingboro NJ, 08046

Re: Township of Willingboro  
Willingboro Walk- Phase 1  
Block: 5.01; Lot(s): 13.02 & 13.05  
Performance Bond Reduction  
RVA #0313-I-033

Dear Ms Diggs:

At the request of the applicant, Remington, Vernick & Arango Engineers Inspection Department has conducted an inspection of the above-referenced project. Based upon our investigation, we recommend a reduction of the Performance Bond originally established in the amount of \$1,969,358.88 to the amended amount of \$590,807.66 which is the maximum amount allowable.

Please note this 70% reduction reflects the maximum allowed under N.J.A.C.40:55D-53/2E. **NO FURTHER REDUCTION WILL BE GRANTED UNTIL ALL SITE WORK IS COMPLETED TO TOWNSHIP STANDARDS.** Enclosed, please find our breakdown reflecting the percentage complete and the amount of work remaining to date.

If you should have any questions or require further information, please contact Hasson Shipman of our Cinnaminson office at (856) 229-5500.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS

Robert M. Mannix, III, P.E., P.P., C.M.E. for  
K. Wendell Bibbs, P.E., C.M.E.  
Senior Associate & Regional Manager

RMM/KWB/HS/kn

Enclosure

cc: Sarah Wooding, Township Clerk  
Sweetwater Construction Corporation  
Weiss Properties  
Hasson Shipman, RVA

*Earning Our Reputation Every Day Since 1901*

|                                  |                    |
|----------------------------------|--------------------|
| <b>SURETY REDUCTION NUMBER 1</b> | <b>REDUCTION #</b> |
|----------------------------------|--------------------|

|                                                                                                                                                                                           |                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>TWP:</b> Willingboro Township<br><b>NAME:</b> Willingboro Walk - Phase 1<br><b>LOCATION:</b> Route 130 - North<br><b>BLOCK:</b> 5.01 <b>LOTS:</b> 5 & 13<br>(Per Plans revised 1-5-09) | <b>TWP. NO.:</b> 04--2008<br><b>FIN. NO.:</b><br><b>R&amp;V NO.:</b> 0338P071 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|

| QTY | UNIT | ITEM | UNIT COST | PRICE | PERCENT | AMOUNT |
|-----|------|------|-----------|-------|---------|--------|
|-----|------|------|-----------|-------|---------|--------|

| EXCAVATION & CLEARING |  |  |  |  |  |  |
|-----------------------|--|--|--|--|--|--|
|-----------------------|--|--|--|--|--|--|

|       |    |                                               |        |              |        |             |
|-------|----|-----------------------------------------------|--------|--------------|--------|-------------|
| 17746 | CY | Stockpile topsoil, (6" entire disturbed area) | \$6.00 | \$106,476.00 | 100.0% | \$0.00      |
| 20255 | SY | Respread Topsoil (6" thick)                   | \$2.00 | \$40,510.00  | 62.0%  | \$15,393.80 |

| SOIL EROSION & SEDIMENT CONTROL |  |  |  |  |  |  |
|---------------------------------|--|--|--|--|--|--|
|---------------------------------|--|--|--|--|--|--|

|      |      |                               |            |             |        |            |
|------|------|-------------------------------|------------|-------------|--------|------------|
| 5060 | LF   | Silt Fence                    | \$2.50     | \$12,650.00 | 100.0% | \$0.00     |
| 1200 | LF   | Tree Protection Fence         | \$2.50     | \$3,000.00  | 100.0% | \$0.00     |
| 24   | UNIT | Collar/Stone Inlet Protection | \$150.00   | \$3,600.00  | 100.0% | \$0.00     |
| 150  | SY   | Slope Stab. Geotextile        | \$6.50     | \$975.00    | 94.0%  | \$58.50    |
| 2    | UNIT | Construction Entrance         | \$1,500.00 | \$3,000.00  | 50.0%  | \$1,500.00 |

| PAVING & CONCRETE |  |  |  |  |  |  |
|-------------------|--|--|--|--|--|--|
|-------------------|--|--|--|--|--|--|

|       |      |                                                                             |            |              |        |              |
|-------|------|-----------------------------------------------------------------------------|------------|--------------|--------|--------------|
| 14700 | SY   | 1.5" Bituminous Surface Course-1(I-5)                                       | \$7.00     | \$102,900.00 | 0.0%   | \$102,900.00 |
| 14700 | SY   | 3" Stabilized Base (I-2)                                                    | \$11.50    | \$169,050.00 | 100.0% | \$0.00       |
| 14700 | SY   | 6" Dense Graded Aggregate                                                   | \$9.00     | \$132,300.00 | 100.0% | \$0.00       |
| 680   | SY   | 4" Concrete Sidewalk                                                        | \$50.00    | \$34,000.00  | 35.0%  | \$22,100.00  |
| 4342  | LF   | 8"x18" Concrete Curbing                                                     | \$16.00    | \$69,472.00  | 92.0%  | \$5,557.76   |
| 2908  | LF   | Monolithic Curb & Sidewalk (4" w/Reinforcement) - 6' wide from face of curb | \$49.30    | \$143,364.40 | 100.0% | \$0.00       |
| 24    | UNIT | Handicap Ramp, not including curb                                           | \$1,000.00 | \$24,000.00  | 16.0%  | \$20,160.00  |
| 420   | SF   | Concrete Pavers/Brick w/ 6" Sandbed                                         | \$18.00    | \$7,560.00   | 0.0%   | \$7,560.00   |
| 467   | SF   | Decorative Crosswalk                                                        | \$18.00    | \$8,406.00   | 0.0%   | \$8,406.00   |

| STORM SEWER |  |  |  |  |  |  |
|-------------|--|--|--|--|--|--|
|-------------|--|--|--|--|--|--|

|       |      |                                           |            |             |        |        |
|-------|------|-------------------------------------------|------------|-------------|--------|--------|
| 1699  | LF   | 15" High Density Polyethylene Pipe        | \$38.00    | \$64,562.00 | 100.0% | \$0.00 |
| 919   | LF   | 18" High Density Polyethylene Pipe        | \$42.00    | \$38,598.00 | 100.0% | \$0.00 |
| 668   | LF   | 24" High Density Polyethylene Pipe        | \$48.00    | \$32,064.00 | 100.0% | \$0.00 |
| 296   | LF   | 36" High Density Polyethylene Pipe        | \$60.00    | \$17,760.00 | 100.0% | \$0.00 |
| 362   | LF   | 42" High Density Polyethylene Pipe        | \$65.00    | \$23,530.00 | 100.0% | \$0.00 |
| 66    | LF   | 48" High Density Polyethylene Pipe        | \$70.00    | \$4,620.00  | 100.0% | \$0.00 |
| 340   | LF   | Roof Drain (8" PVC)                       | \$20.00    | \$6,800.00  | 100.0% | \$0.00 |
| 221   | CY   | Pipe Bedding                              | \$5.00     | \$1,105.00  | 100.0% | \$0.00 |
| 1     | UNIT | Basin Outfall Structure (12'-14' Depth)   | \$7,500.00 | \$7,500.00  | 100.0% | \$0.00 |
| 1     | UNIT | Concrete Headwall 48" HDPE                | \$5,000.00 | \$5,000.00  | 100.0% | \$0.00 |
| 28    | CY   | Scour Hole                                | \$50.00    | \$1,400.00  | 100.0% | \$0.00 |
| 5     | UNIT | Storm Manhole 5' Diameter (0'-6' Depth)   | \$4,500.00 | \$22,500.00 | 100.0% | \$0.00 |
| 2     | UNIT | Storm Manhole 5' Diameter (6'-8' Depth)   | \$5,000.00 | \$10,000.00 | 100.0% | \$0.00 |
| 1     | UNIT | Storm Manhole 5' Diameter (8'-10' Depth)  | \$5,500.00 | \$5,500.00  | 100.0% | \$0.00 |
| 1     | UNIT | Storm Manhole 5' Diameter (10'-12' Depth) | \$6,000.00 | \$6,000.00  | 100.0% | \$0.00 |
| 14600 | CY   | Basin Excavation (On-Site Spoil)          | \$5.00     | \$73,000.00 | 100.0% | \$0.00 |
| 4     | UNIT | Type B Inlet (0'-6' Depth)                | \$3,000.00 | \$12,000.00 | 100.0% | \$0.00 |

**SURETY REDUCTION NUMBER 1** **REDUCTION #**

TWP: Willingboro Township  
 NAME: Willingboro Walk - Phase 1  
 LOCATION: Route 130 - North  
 BLOCK: 5.01 LOTS: 5 & 13  
 (Per Plans revised 1-5-09)

TWP. NO.: 04--2008  
 FIN. NO.:  
 R&V NO.: 0338P071

**QTY UNIT ITEM UNIT COST PRICE PERCENT AMOUNT**

**STORM SEWER CONTINUED**

|      |      |                             |            |             |        |        |
|------|------|-----------------------------|------------|-------------|--------|--------|
| 18   | UNIT | Type E Inlet (0'-6' Depth)  | \$3,000.00 | \$54,000.00 | 100.0% | \$0.00 |
| 2    | UNIT | Type E Inlet (6'-8' Depth)  | \$3,500.00 | \$7,000.00  | 100.0% | \$0.00 |
| 3    | UNIT | Type E Inlet (8'-10' Depth) | \$4,000.00 | \$12,000.00 | 100.0% | \$0.00 |
| 4571 | LF   | Trench Compaction           | \$5.00     | \$22,855.00 | 100.0% | \$0.00 |

**PLANTING**

|       |      |                              |          |             |       |             |
|-------|------|------------------------------|----------|-------------|-------|-------------|
| 28    | UNIT | Ornamental Tree              | \$250.00 | \$7,000.00  | 10.0% | \$6,300.00  |
| 54    | UNIT | Evergreen Tree               | \$250.00 | \$13,500.00 | 10.0% | \$12,150.00 |
| 62    | UNIT | Shade Tree                   | \$500.00 | \$31,000.00 | 10.0% | \$27,900.00 |
| 1391  | UNIT | Shrubs                       | \$40.00  | \$55,640.00 | 33.0% | \$37,278.80 |
| 813   | UNIT | Perennials/Daylilies/Liriope | \$20.00  | \$16,260.00 | 33.0% | \$10,894.20 |
| 219   | UNIT | Ornamental Grasses           | \$20.00  | \$4,380.00  | 0.0%  | \$4,380.00  |
| 23500 | SY   | Fertilizer/Seed              | \$1.75   | \$41,125.00 | 90.0% | \$4,112.50  |

**LIGHTING**

|    |      |                                           |            |             |       |             |
|----|------|-------------------------------------------|------------|-------------|-------|-------------|
| 3  | UNIT | Double 100 Watt H.P.S. Pole Mounted Light | \$3,400.00 | \$10,200.00 | 60.0% | \$4,080.00  |
| 29 | UNIT | 150 Watt H.P.S. Pole Mounted Light        | \$2,900.00 | \$84,100.00 | 60.0% | \$33,640.00 |

**MISCELLANEOUS**

|      |      |                                     |             |             |       |             |
|------|------|-------------------------------------|-------------|-------------|-------|-------------|
| 10   | UNIT | Street Signs                        | \$250.00    | \$2,500.00  | 50.0% | \$1,250.00  |
| 10   | UNIT | Handicap Parking Signs w/Van Access | \$250.00    | \$2,500.00  | 50.0% | \$1,250.00  |
| 22   | UNIT | Traffic Control Signs               | \$75.00     | \$1,650.00  | 50.0% | \$825.00    |
| 1    | UNIT | Development Sign 'A'                | \$20,000.00 | \$20,000.00 | 0.0%  | \$20,000.00 |
| 1    | UNIT | Development Sign 'B'                | \$10,000.00 | \$10,000.00 | 0.0%  | \$10,000.00 |
| 1200 | LF   | Split Rail Fence                    | \$22.00     | \$26,400.00 | 0.0%  | \$26,400.00 |
| 600  | SF   | Stone Retaining Wall                | \$40.00     | \$24,000.00 | 0.0%  | \$24,000.00 |
| 10   | UNIT | Pavement Markings, Symbols          | \$50.00     | \$500.00    | 0.0%  | \$500.00    |
| 264  | SF   | Pavement Markings                   | \$5.00      | \$1,320.00  | 0.0%  | \$1,320.00  |



|                                   |                    |
|-----------------------------------|--------------------|
| <b>SURETY REDUCTION NUMBER: 1</b> | <b>REDUCTION #</b> |
|-----------------------------------|--------------------|

|           |                            |           |          |
|-----------|----------------------------|-----------|----------|
| TWP:      | Willingboro Township       | TWP. NO.: | 04--2008 |
| NAME:     | Willingboro Walk - Phase 1 | FIN. NO.: |          |
| LOCATION: | Route 130 - North          | R&V NO.:  | 0338P071 |
| BLOCK:    | 5.01      LOTS: 5 & 13     |           |          |
|           | (Per Plans revised 1-5-09) |           |          |

| QTY | UNIT | ITEM | UNIT COST | PRICE | PERCENT | AMOUNT |
|-----|------|------|-----------|-------|---------|--------|
|-----|------|------|-----------|-------|---------|--------|

| TOTALS |  |  |  |  | REDUCED TOTALS |  |
|--------|--|--|--|--|----------------|--|
|--------|--|--|--|--|----------------|--|

|                                   |                |                    |
|-----------------------------------|----------------|--------------------|
| CONSTRUCTION COST:                | \$1,641,132.40 | \$409,916.56       |
| 20% CONTINGENCIES:                | \$328,226.48   | <u>\$81,983.31</u> |
| TOTAL IMPROVEMENTS TO BE BONDED:  | \$1,969,358.88 | \$491,899.87       |
| 5% INSPECTION ESCROW:             | \$82,056.62    |                    |
| TOTAL AMOUNT OF MAINTENANCE BOND: | \$246,169.86   |                    |

|                                                                 |
|-----------------------------------------------------------------|
| <b>MAXIMUM REDUCTION 70% AS ALLOWED IN N.J.A.C. 40:55-53/2E</b> |
|-----------------------------------------------------------------|

(Based on the greater of \$500.00 or 5% of the construction cost pursuant to NJSA 40:55D-53.h)

|          |
|----------|
| REV.8-01 |
|----------|

|                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| This Estimate Of The Costs Of Improvements Has Been Prepared Pursuant To Section 40:55D-53.4 Of The Municipal Land Use Law And Is Based On Documented Construction Cost For Public Improvements Which Prevail In The Vicinity Of The Municipality |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# TOWNSHIP OF WILLINGBORO

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

**FILE COPY**

August 8, 2013

Remington Vernick & Arango Engineers  
The Presidential Center  
1010 Route 130  
Cinnaminson, NJ 08077

**REFERENCE:** Resolutions 2013-121, 118, 117, & 111

Dear Sir or Madam:

Enclosed are fully executed copies of Resolutions 2013-121, 118, 117, & 111 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1



# TOWNSHIP OF WILLINGBORO

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

**FILE COPY**

August 8, 2013

Weiss Properties  
41 Bayard St. 2<sup>nd</sup> floor  
New Brunswick, NJ 08901

**REFERENCE:** Resolution 2013-117 – A Resolution of the Township Council of the Township of Willingboro Releasing the Performance Bond for Willingboro Walk Phase 1 and accepting a two year maintenance bond

Dear Sir or Madam:

Enclosed is a fully executed copy of Resolution 2013-117 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1

cc: Finance  
P.W.  
Eng.  
Linda B

RESOLUTION NO. 2013 -118

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING SECOND YEAR EXPENDITURE FOR CONCRETE SIDEWALK, DRIVEWAY APRON AND CURB REPAIRS IN ACCORDANCE WITH BID AWARD**

**WHEREAS**, on August 9, 2011 the Township of Willingboro publicly advertised Specifications for Proposal, and Contract Documents for the Concrete Sidewalk, Driveway Apron, and Curb repairs; and

**WHEREAS**, on September 7, 2011, the Township received and opened the bids.

**WHEREAS**, on October 25, 2011 by Resolution 2011-184, the Township awarded a two year contract in accordance with Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., to the sole bidder Curb Con, Inc., 514 North Main Street, Barnegat, New Jersey 08005; and

**WHEREAS**, Resolution 2011-184 authorized the bid award not to exceed \$100,000.00; and

**WHEREAS**, the bid award and contract was not to exceed \$100,000.00 per year for two years; and

**WHEREAS**, the Township continues to have a need for the Concrete Sidewalk, Driveway Apron and Curb repairs, in accordance with the contract awarded, request for proposals and response of Curb Con; and

**WHEREAS**, the funding for these repairs is provided through the Department of Public Works Streets and Roads Capital Budget; and

**WHEREAS**, Resolution 2012-117 authorized a change order for the additional amount of \$42,039.80 in 2012 for a total expenditure in the first year of \$142,039.80; and

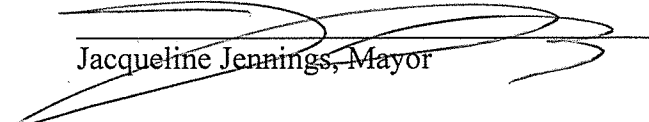
**WHEREAS**, the cost of the repairs for this contract year is anticipated to be \$57,960.00 and the award of this contract is contingent upon the availability of funds for this purpose, and as indicated by the attached Treasurer's Certification.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of August, 2013, authorizes the expenditure, in accordance with the Treasurer's certification for repairs up to \$57,960.20; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be forwarded to the Finance Director, Public Works Director, Engineer and Auditor for their information.

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: 08/06/13  
Resolution Number: 2011-184CORR

Vendor: CURBCON CURB CON, INC.  
514 ROUTE 9  
BARNEGAT, NJ 080052143

Contract: C1-00012 CURBCON- SIDEWALK REPAIRS

| Account Number      | Amount    | Department Description                   |
|---------------------|-----------|------------------------------------------|
| C-04-55-911-002-002 | 57,960.20 | 2011 CAPITAL ORDINANCE CHANGE OF PURPOSE |
| Total               | 57,960.20 |                                          |

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

  
\_\_\_\_\_  
Chief Financial Officer



# TOWNSHIP OF WILLINGBORO

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

FILE COPY

August 8, 2013

Remington Vernick & Arango Engineers  
The Presidential Center  
1010 Route 130  
Cinnaminson, NJ 08077

**REFERENCE:** Resolutions 2013-121, 118, 117, & 111

Dear Sir or Madam:

Enclosed are fully executed copies of Resolutions 2013-121, 118, 117, & 111 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1

# TOWNSHIP OF WILLINGBORO

## RESOLUTION NO. 2013-119

### RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, NEW JERSEY APPOINTING COMMERCIAL UTILITY CONSULTANTS, AS ENERGY CONSULTANT IN CONNECTION WITH AN ENERGY AGGREGATION PROGRAM AND MAKING OTHER DETERMINATIONS IN CONNECTION THEREWITH

**WHEREAS**, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring the electric utility market and natural gas market; and

**WHEREAS**, the establishment of a government aggregator and an energy aggregation program to purchase electric generation service and natural gas pursuant to *N.J.S.A. 48:3-93.1 et seq.* and *N.J.A.C. 14:4-6.1 et seq.* will increase competition for the provision of electric power and natural gas to residential and non-residential users, thereby increasing the likelihood of lower electric rates and natural gas rates for these users without causing an interruption in service; and

**WHEREAS**, under the energy aggregation process the residential and non-residential ratepayers may have the opportunity to receive a direct reduction in their electric bills and gas bills; and

**WHEREAS**, the realization of energy costs savings is in the interests of the health, safety and welfare of the residents of the Township of Willingboro ("Township of Willingboro"); and

**WHEREAS**, the Township of Willingboro hereby finds that it is in the best interests of residential and non-residential electric and gas ratepayers of the Township to: (i) create the opportunity for them to enter into an aggregation agreement in order to seek substantial savings on electric and gas rates; and

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Willingboro in the Burlington, New Jersey, duly assembled 6<sup>th</sup>, August 2013, in public session, as follows:

1. The Township of Willingboro publicly declares its intent to become an aggregator of electric power and natural gas on behalf of its residential and non-residential users of electricity and natural gas pursuant to the Government Energy Act of 2003, *N.J.S.A. 48:3-93.1 et seq.* and *N.J.A.C. 14:4-6.1 et seq.*

2. The Township of Willingboro hereby appoints Commercial Utility Consultants ("CUC") to assist the Township of Willingboro with its energy aggregation program in accordance with the Report including, but not limited to, the use of CUC's Reverse Energy Auction Platform pursuant to the New Jersey E-PROCUREMENT Pilot program (P.L. 2001, c.30) under the New Jersey Department of Community Affairs as further described in the Report.

3. The Township of Willingboro is hereby authorized to execute a "Government Aggregation Agreement" (Attached as "Exhibit A – Government Aggregation Agreement") with Commercial Utility Consultants. This agreement defines the specific responsibilities of CUC for the Township of Willingboro within the Energy Aggregation Program.

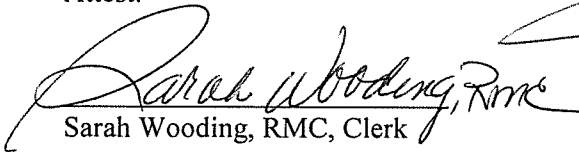
4. The Mayor, Chief Financial Officer, Treasurer or other municipal officer is hereby authorized and directed to execute, on behalf of the Township of Willingboro, any documents necessary to carry out the purpose of this Resolution.

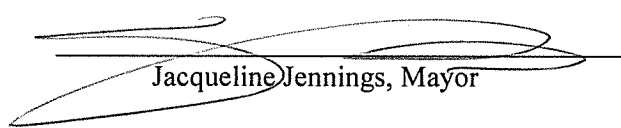
5. The Municipal Clerk is hereby authorized and directed to have a notice satisfying the requirements of *N.J.S.A. 40A:11-4.5(g)* published in a newspaper authorized by law to publish the legal advertisements of the Township of Willingboro.

6. All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

7. This resolution shall take effect immediately upon adoption.

Attest:

  
Sarah Wooding, RMC, Clerk

  
Jacqueline Jennings, Mayor





# TOWNSHIP OF WILLINGBORO

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

**FILE COPY**

August 8, 2013

Peter B. Hodson III  
Commercial Utility Consultants, Inc.  
6 Enterprise Ct.  
Sewell, NJ 08080

**REFERENCE:** Resolution 2013-119 – Resolution of the Township Council of the Township of Willingboro, County of Burlington, New Jersey appointing Commercial Utility Consultants, as energy consultant in connection with an energy aggregation program and making other determinations in connection therewith

Dear Sir or Madam:

Enclosed is a fully executed copy of Resolution 2013-119 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1

cc: Police  
Finance  
Delanco

**TOWNSHIP OF WILLINGBORO  
RESOLUTION 2013 - 120**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES  
AGREEMENT WITH DELANCO TOWNSHIP FOR THE PROVISION OF  
ANIMAL CONTROL SERVICES.**

**WHEREAS**, N.J.S.A. 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Services Agreement for the provision of municipal services ("Agreement"); and

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

**WHEREAS**, the Township Council of the Township of Willingboro and the Township of Edgewater Park desire to enter into a Shared Services Agreement for the provision of Animal Control Services to Delanco Township for a fee of \$9,000.00 (\$2,250.00 quarterly) and a fee for emergency services in accordance with the agreement attached beginning January 1, 2013 and expiring December 31, 2013; and

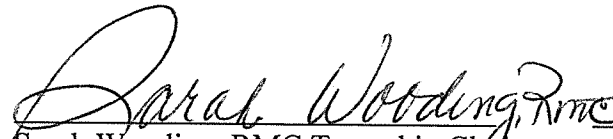
**WHEREAS**, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto; and

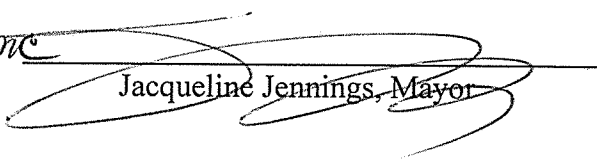
**WHEREAS**, the sharing of these services is in the public interest and will benefit the Township of Willingboro and the Township of Delanco.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council, assembled in open public session on this 6th day of August 2013 that the Mayor and the Township Clerk are hereby authorized to execute the Shared Services Agreement, as attached hereto, between the Township of Willingboro and the Township of Delanco for the provision of Animal Control Services.

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

Township of Willingboro

  
Sarah Wooding, RMC Township Clerk

  
Jacqueline Jennings, Mayor

Inter-Local Agreement  
For the Provision of Animal Control services

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Delanco Township, a Municipal Corporation with Principal offices at ~~515 Burlington Avenue~~ <sup>170 Coopers Town Road</sup>, Delanco, New Jersey, hereinafter called "Delanco Township," for animal control services.

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

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 Delanco Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint

Definitions:

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

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

Coverage:

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

In the event that a qualified animal control officer designated by the Township of Willingboro shall be away for an extended period, 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. Delanco Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Delanco Township, the cost of required veterinarian care shall be the responsibility of Delanco Township.

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

#### Financials:

Delanco Township shall pay a fee of \$9000 (\$2250 Quarterly), plus the cost of overtime for court that is generated by Animal Control, 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.

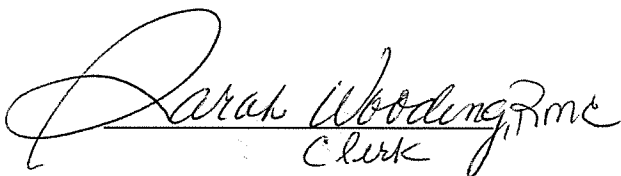
Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Delanco Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

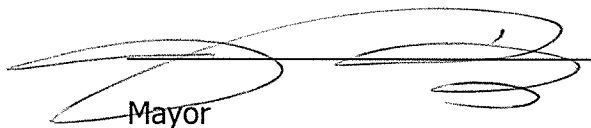
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

Attest:

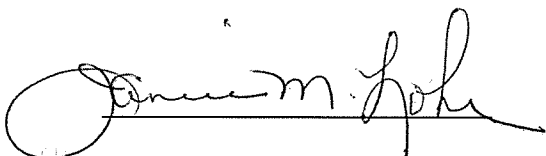
Township of Willingboro

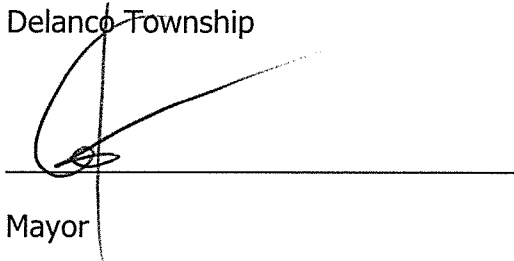
  
Sarah Wooding  
Clerk

  
Mayor

Attest:

Delanco Township

  
Mayor

  
Mayor



# TOWNSHIP OF WILLINGBORO

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

**FILE COPY**

August 8, 2013

Janice M. Lohr  
Delanco Township  
770 Coopertown Road  
Delanco, New Jersey 08075

**REFERENCE:** Resolution 2013-120 - A Resolution Authorizing the Execution of Shared Services Agreement with Delanco Township for the provision of Animal Control Services.

Dear Sir or Madam:

Enclosed is a fully executed copy of Resolution 2013-120 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1

cc: Finance  
Marandino  
Eng.

**TOWNSHIP OF WILLINGBORO  
RESOLUTION 2013 - 121**

**A RESOLUTION AUTHORIZING THE APPROVAL OF CERTIFICATE NO. 1  
FOR PAYMENT FOR THE WILLINGBORO TOWN CENTER  
BIKEWAY/WALKWAY & RELATED LANDSCAPE FEATURES  
(FED. PROJ. NO.: STP C00S(341)) FAP-2012-WILLINGBORO TOWNSHIP-01904  
AND NJDOT Job No. 5738302**

**WHEREAS**, the Township of Willingboro is the sponsor of a project for the Town Center Bikeway/Walkway & Related Landscape features, which is the subject of a Cost reimbursement Agreement, identified as Federal Aid Agreement No. 12-DT-BLA-647 for Project: Willingboro Town Center Bikeway/Walkway & Related Landscape Features (Fed. Proj. No.: STP C00S(341)) FAP-2012-Willingboro Township – 01904), and is administered by the New Jersey Department of Transportation as NJDOT Job No. 5738302 (hereinafter the “Project”); and


**WHEREAS**, the Township’s Engineer, Remington & Vernick Engineers and Affiliates, has reviewed the Project’s improvements by the contractor Charles Marandino, LLC, as identified in Certificate No. 1, attached hereto; and

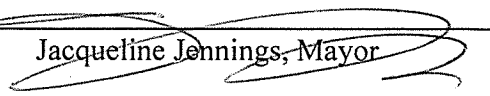
**WHEREAS**, the Township Council has reviewed Certificate No. 1 and contractor’s voucher for payment in connection with the Project; and

**WHEREAS**, the Township council approves and accepts for payment Certificate No. 1.

**NOW THEREFORE BE IT RESOLVED** in open public session on this 6<sup>th</sup> day August, 2013 that the Township Council of the Township of Willingboro hereby approves Certificate No. 1 for payment to the contractor Charles Marandino, LLC in the amount of Fifty Three Thousand one hundred seventy five dollars and 09/100 (\$53,175.09); and

**BE IT FURTHER RESOLVED THAT** a copy of this resolution shall be provided to the Township’s Engineer, Finance Director and Charles Marandino, LLC.

  
Sarah Wooding, Township Clerk, 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

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

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

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

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

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

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

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

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

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

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

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

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

300 Penhorm Avenue, 3rd Floor  
Secaucus, NJ 07094  
2011 624-2137

July 30, 2013

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

Re: Township of Willingboro, Transportation Enhancement  
Improvements Grant Town Center Bikeway/Walkway,  
Federal Project No. STP C00S(341) & NJDOT Job No.  
5738302  
RVA File No. 0338-T-118

Dear Ms. Diggs:

Enclosed please find one (1) original and one (1) copy of Certificate No. 1 along with the contractor's voucher for payment in connection with the above-referenced project.


Please have the Clerk's Office prepare a Resolution for Council approval which accepts Certificate No. 1 and makes payment to the contractor, Charles Marandino, LLC for Certificate No. 1 and;

Upon passage of the Resolution, please send an executed copy to our Cinnaminson office, for further processing by the State. This Resolution is a required document in order for the Municipality to receive the first partial payment of the grant money.

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

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

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

KWB/kn

Enclosure(s)

cc: Sarah Wooding, Township Clerk; Ray Longmore, RVA; Hasson Shipman, RVA;  
Doug Johnson, RVA

*Earning Our Reputation Every Day Since 1901*



| #  | DESCRIPTION                                                                                                                        | QUANTITY<br>& UNITS | UNITS<br>PRICE | CONTRACT<br>AMOUNT | QTY.<br>COMPL.<br>CERT #1 | TOTAL<br>QTY.<br>COMPL. | TOTAL<br>AMOUNT<br>PAYABLE |
|----|------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|--------------------|---------------------------|-------------------------|----------------------------|
| 17 | SHREDDED HARDWOOD<br>BARK MULCH                                                                                                    | 600 SY              | \$5.00         | \$3,000.00         | 0                         | 0                       | \$0.00                     |
| 18 | TOPSOILING, 4" THICK                                                                                                               | 3860 SY             | \$0.01         | \$38.60            | 0                         | 0                       | \$0.00                     |
| 19 | FERTILIZER AND SEEDING,<br>TYPE A-3                                                                                                | 1860 SY             | \$0.70         | \$1,302.00         | 0                         | 0                       | \$0.00                     |
| 20 | IRRIGATION SYSTEMS                                                                                                                 | 1 LS                | \$10,000.00    | \$10,000.00        | 0                         | 0                       | \$0.00                     |
| 21 | ACER GRISEUM (PAPERBACK<br>MAPLE), B&B, 2-1/2"-3"<br>CALIPER, 6'-7' HIGH                                                           | 1 UN                | \$330.00       | \$330.00           | 0                         | 0                       | \$0.00                     |
| 22 | ACER SACCHARUM<br>'COMMEMORATION'<br>(COMMEMORATION SUGAR<br>MAPLE), B&B, 2-1/2"-3"<br>CALIPER, 6'-7' HIGH                         | 2 UN                | \$330.00       | \$660.00           | 0                         | 0                       | \$0.00                     |
| 23 | ARONIA ARBUTIFOLIA<br>'BRILLIANTISSIMA'<br>(BRILLIANTISSIMA RED<br>CHOKEBERRY), 3'-4' HIGH                                         | 8 UN                | \$330.00       | \$2,640.00         | 0                         | 0                       | \$0.00                     |
| 24 | CLETHRA ALNIFOLIA<br>'HUMMINGBIRD'<br>(HUMMINGBIRD<br>SUMMERSWEET CLETHRA),<br>24"-30" HIGH                                        | 8 UN                | \$55.00        | \$440.00           | 0                         | 0                       | \$0.00                     |
| 25 | CORNUS KOUSA 'NATIONAL'<br>(NATIONAL KOUSA<br>DOGWOOD), B&B, 7'-8' HIGH                                                            | 2 UN                | \$220.00       | \$440.00           | 0                         | 0                       | \$0.00                     |
| 26 | GINKO BILBOBA 'AUTUMN<br>GOLD' (AUTUMN GOLD<br>MAIDENHAIR TREE), B&B, 2'-2-<br>1/2" CALIPER, 6'-7' HIGH                            | 3 UN                | \$380.00       | \$1,140.00         | 0                         | 0                       | \$0.00                     |
| 27 | GLEDITSIA TRIACANTHOS<br>VAR. INERMIS 'TRUE SHADE'<br>(TRUE SHADE THORNLESS<br>HONEYLOCUST), B&B, 2-1/2"-3"<br>CALIPER, 6'-7' HIGH | 6 UN                | \$450.00       | \$2,700.00         | 0                         | 0                       | \$0.00                     |
| 28 | HEMEROCALLIS STELLA<br>D'ORO (STELLA D'ORO<br>DAYLILLY), #1 CONTAINER                                                              | 88 UN               | \$15.00        | \$1,320.00         | 0                         | 0                       | \$0.00                     |
| 29 | ILEX CRENATA 'GREEN<br>LUSTRE' (GREEN LUSTER<br>JAPANESE HOLLY), 18"-24"<br>CALIPER                                                | 43 UN               | \$48.00        | \$2,064.00         | 0                         | 0                       | \$0.00                     |
| 30 | JUNIPERUS CONFERTA 'BLUE<br>PACIFIC' (BLUE PACIFIC<br>SHORE JUNIPER), B&B, 18"-24"<br>SPREAD                                       | 8 UN                | \$35.00        | \$280.00           | 0                         | 0                       | \$0.00                     |
| 31 | KALMIA LATIFOLIA 'ELF' (ELF<br>MOUNTAIN LAUREL), 18"-24"                                                                           | 9 UN                | \$48.00        | \$432.00           | 0                         | 0                       | \$0.00                     |

| #  | DESCRIPTION                                          | QUANTITY<br>& UNITS | UNITS<br>PRICE | CONTRACT<br>AMOUNT | QTY.<br>COMPL.<br>CERT #1 | TOTAL<br>QTY.<br>COMPL. | TOTAL<br>AMOUNT<br>PAYABLE |
|----|------------------------------------------------------|---------------------|----------------|--------------------|---------------------------|-------------------------|----------------------------|
| 46 | TRAFFIC DIRECTOR,<br>FLAGGER, IF & WHERE<br>DIRECTED | 240 HR              | \$58.03        | \$13,927.20        | 90                        | 90                      | \$5,222.70                 |

|                                    |                                  |
|------------------------------------|----------------------------------|
| TOTAL AMOUNT COMPLETED TO DATE     | <u>\$54,260.30</u>               |
| LESS 2% RETAINAGE                  | <u>\$1,085.21</u>                |
| SUBTOTAL                           | <u>\$53,175.09</u>               |
| LESS AMOUNT PREVIOUSLY PAID        | <u>\$0.00</u>                    |
| <b>AMOUNT DUE THIS CERTIFICATE</b> | <b><u><u>\$53,175.09</u></u></b> |

**SUMMARY**

ORIGINAL CONTRACT AMOUNT \$255,481.00  
CHANGE ORDERS ( ADJUSTED AMOUNTS )

|   |        |
|---|--------|
| 1 | \$0.00 |
| 2 | \$0.00 |
| 3 | \$0.00 |
| 4 | \$0.00 |
| 5 | \$0.00 |

TOTAL CHANGE ORDERS \$0.00  
**AMENDED CONTRACT AMOUNT \$255,481.00**

## Sarah Wooding

---

**From:** c bowie <chb@armstronglawfirm.com>  
**Sent:** Monday, August 05, 2013 3:51 PM  
**To:** Sara Wooding  
**Subject:** Fwd: Resolution for payment of Cert 1 C Marandino

Barbara says the resolution for this is fine as is.

Cristal M. Holmes-Bowie, Esquire

Michael A. Armstrong & Associates, LLC

79 Mainbridge Lane

Willingboro, NJ 08046

Office: 609-877-5511

Fax: 609-877-7755

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

Begin forwarded message:

**From:** "Barbara Lightfoot" <[blightfoot@willingboronj.gov](mailto:blightfoot@willingboronj.gov)>  
**Date:** August 5, 2013, 1:12:31 PM EDT  
**To:** "c bowie" <[chb@armstronglawfirm.com](mailto:chb@armstronglawfirm.com)>  
**Subject:** RE: Resolution for payment of Cert 1 C Marandino

This is how they present their payment vouchers. I never read it word by word. We already have a contract for this project and this amount in which we approved March 19, 2013 by resolution 2013-5. We would have certified funds at that time. I don't know why they ask for a resolution to pay. The bottom line is the same amount so it doesn't look like a change order.  
Barbara

---

**From:** cristal bowie [<mailto:chb@armstronglawfirm.com>]  
**Sent:** Monday, August 05, 2013 10:53 AM  
**To:** 'Barbara Lightfoot'  
**Subject:** Resolution for payment of Cert 1 C Marandino

Barbara: Please review the attached resolution. Wendell's letter and the certificate #1 is also attached. Do you also provide a Treasurer's certification for this? And if so, I'm thinking there should be language in the resolution to that effect, what should it state? What do they normally state? Let me know. Thanks,



# TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX*

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

*Willingboro, New Jersey 08046*

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

**FILE COPY**

August 8, 2013

Remington Vernick & Arango Engineers  
The Presidential Center  
1010 Route 130  
Cinnaminson, NJ 08077

**REFERENCE:** Resolutions 2013-121, 118, 117, & 111

Dear Sir or Madam:

Enclosed are fully executed copies of Resolutions 2013-121, 118, 117, & 111 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1



# TOWNSHIP OF WILLINGBORO

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

**FILE COPY**

August 8, 2013

Charles Marandino L.L.C.  
P.O. Box 20, 223 Main Ave  
Milmay, New Jersey 08340

**REFERENCE:** Resolution 2013-121 - A Resolution Authorizing the Approval of Certificate No. 1 for payment for the Willingboro Town Center Bikeway / Walkway & Related Landscape Features (FED. PROJ. No.: STP C00S (341)) FAP-2012-Willingboro Township-01904 and NJDOT Job No. 578302

Dear Sir:

Enclosed is a fully executed copy of Resolution 2013-121 adopted by Willingboro Township Council at their meeting of August 6, 2013.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1

BG.

