

**RESOLUTION NO. 2012---133**  
**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 7th day of August, 2012 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

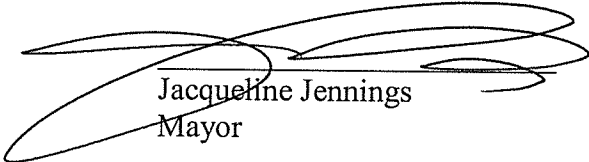
**NOW, THEREFORE**, upon motion duly made and seconded and passed by a vote of 4 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to 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.

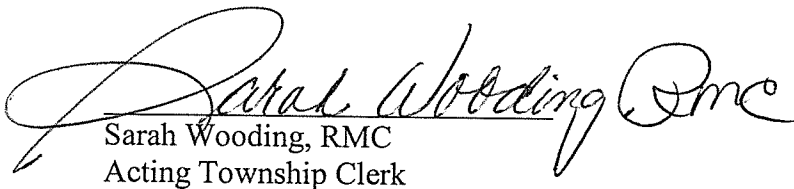
- \_\_\_\_\_ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- \_\_\_\_\_ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to: Labor Negotiation, Contract Negotiation, and PSE&G Negotiation

**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

  
Jacqueline Jennings  
Mayor

Attest:

  
Sarah Wooding, RMC  
Acting Township Clerk

RESOLUTION NO. 2012 - 134

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXECUTE  
THE 2013 BURLINGTON COUNTY APPLICATION FOR FUNDING  
MUNICIPAL ALLIANCES AND GRANT FUND MATCH PLAN**

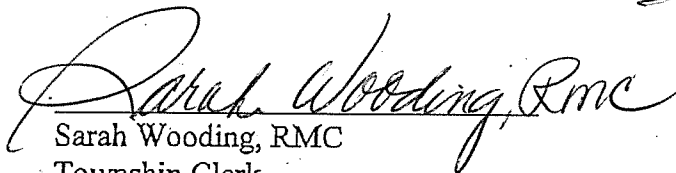
WHEREAS, the New Jersey Governor's Council on Alcoholism and Drug Abuse (hereinafter "Council") has awarded a grant to the Township of Willingboro (hereinafter "Township") in response to the application for funding submitted by the Township of the Willingboro Municipal Alliance Committee; and

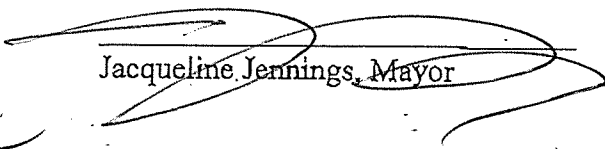
WHEREAS, a Letter Agreement between the Council and the Board of Chosen Freeholders of the County of Burlington (the "Board") outlines the conditions under which the Board shall administer the grant.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open public session on this 21st day of August, 2012, that the Mayor and Clerk are hereby authorized to execute the Municipal Alliance Grant Agreement; and

BE IT FURTHER RESOLVED THAT, the Township will authorize the disbursement of the matching funds in the amount of \$2,500.00 to the Municipal Alliance in the amount of referenced by the Grant agreement attached hereto; and

BE IT FURTHER RESOLVED THAT copies of this resolution shall be provided to the County Alliance Coordinator, Chief Financial Officer, and Willingboro Municipal Alliance for their information and attention.

  
Sarah Wooding, RMC  
Township Clerk

  
Jacqueline Jennings, Mayor

**WILLINGBORO TOWNSHIP**

**RESOLUTION NO. 2012 - 135**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT WITH LIBERTY TOWERS, LLC FOR THE CONSTRUCTION AND MAINTENANCE OF A CELLULAR TOWER**

**WHEREAS**, N.J.S.A. 40A:12-14 and N.J.S.A. 40A:12-24 afford a municipality the opportunity to lease real property owned by it not needed for public use under terms and conditions as provided therein; and

**WHEREAS**, the Township of Willingboro (hereinafter the "Township") owns lands and premises known as Block 414, Lot 35.02, located on Windover Lane, as shown on the Tax Map of the Township (hereinafter the "Property"); and

**WHEREAS**, the Township has determined that the said portion of the Property which will be utilized for the telecommunications tower and support facilities is not needed for public use and that the lease thereof on the terms and conditions as more particularly set forth herein is advantageous and beneficial to the Township.

**WHEREAS**, by Resolution No. 2010-83 of June 9, 2010, the Township Council requested sealed proposals for the lease, development, and placement of a wireless communications facility on the Property.

**WHEREAS**, one bid was received on June 25, 2010 and opened on June 29, 2010;

**WHEREAS**, by Resolution No. 2010-96, the Township accepted the Proposal of Liberty Towers, LLC.

**WHEREAS**, the Township and Liberty Towers, LLC desire to executed the Lease Agreement, attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council, of the Township of Willingboro, in the County of Burlington and State of New Jersey, assembled in open public session on this 21st day of August 2012, that the Mayor and the Township Clerk are hereby authorized to execute the Lease Agreement, as attached hereto between the Township of Willingboro and Liberty Towers, LLC; and

**BE IT FURTHER RESOLVED THAT:**

1. A portion of the property located at Windover Lane, Willingboro, New Jersey, also known as Block 414, Lot 35.02, has been offered for lease to the highest bidder, pursuant to a Request for Proposals and the sole responder Liberty Towers having agreed to the conditions contained in the Specifications as advertised.



2. The portion of the property to be utilized for said lease is not needed for exclusive public use.

3. Said lease and co-location rights shall include the right to construct and maintain a new wireless telecommunications tower not to exceed one hundred seventy five (175) foot height and related support facilities located within 414, Lot 35.02, located on Windover Lane as further described in and subject to the terms and conditions of the Bid Specifications, Sample Lease Agreement and Co-Location Agreement, which will be on file at the Office of the Township Clerk for public inspection.

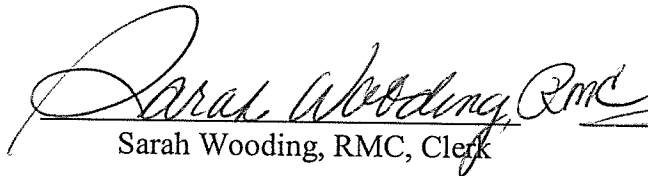
4. Rent will be payable by the Lessee and any Co-Locators in equal monthly installments, payable in advance, in accordance with the Lease negotiated by council and attached hereto.

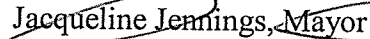
5. The term of the Lease Agreement is set forth in the Lease Agreement attached hereto.

6. Rent and any other fixed payments due the Township under the Lease Agreement will commence no later than sixty (60) days after issuance of the building permit, and rent due the Township under the Co-Location Agreements will commence upon the date each Co-Locator's equipment is installed, with partial months prorated.

7. A copy of this Resolution and executed Resolution shall be provided to Liberty Towers, LLC and the Finance Department for their information and attention.

Township of Willingboro

  
Sarah Wooding, RMC, Clerk

  
Jacqueline Jennings, Mayor

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



# 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 31, 2012

Richard J. Lemanowicz, Esq.  
1012 North Bethlehem Pike,  
Suite 200 B-3,  
Lower Gwynedd, Pennsylvania 19002

Re: Willingboro Townships Resolution 2012-135, Authorizing the Mayor to Execute the Lease Agreement with Liberty Towers, LLC For the Construction and Maintenance of a Cellular Tower

Dear Mr. Lamanowicz;

Attached is a copy of Resolution No. 2012-135, *Authorizing The Lease of Township Property For The Construction And Maintenance of A Cellular Tower* that was adopted by Willingboro Township Council on **August 21, 2012**.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Enclosure

**WILLINGBORO TOWNSHIP**

**RESOLUTION NO. 2012 - 135**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT WITH LIBERTY TOWERS, LLC FOR THE CONSTRUCTION AND MAINTENANCE OF A CELLULAR TOWER**

**WHEREAS**, N.J.S.A. 40A:12-14 and N.J.S.A. 40A:12-24 afford a municipality the opportunity to lease real property owned by it not needed for public use under terms and conditions as provided therein; and

**WHEREAS**, the Township of Willingboro (hereinafter the "Township") owns lands and premises known as Block 414, Lot 35.02, located on Windover Lane, as shown on the Tax Map of the Township (hereinafter the "Property"); and

**WHEREAS**, the Township has determined that the said portion of the Property which will be utilized for the telecommunications tower and support facilities is not needed for public use and that the lease thereof on the terms and conditions as more particularly set forth herein is advantageous and beneficial to the Township.

**WHEREAS**, by Resolution No. 2010-83 of June 9, 2010, the Township Council requested sealed proposals for the lease, development, and placement of a wireless communications facility on the Property.

**WHEREAS**, one bid was received on June 25, 2010 and opened on June 29, 2010;

**WHEREAS**, by Resolution No. 2010-96, the Township accepted the Proposal of Liberty Towers, LLC.

**WHEREAS**, the Township and Liberty Towers, LLC desire to executed the Lease Agreement, attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council, of the Township of Willingboro, in the County of Burlington and State of New Jersey, assembled in open public session on this 21st day of August 2012, that the Mayor and the Township Clerk are hereby authorized to execute the Lease Agreement, as attached hereto between the Township of Willingboro and Liberty Towers, LLC; and

**BE IT FURTHER RESOLVED THAT:**

1. A portion of the property located at Windover Lane, Willingboro, New Jersey, also known as Block 414, Lot 35.02, has been offered for lease to the highest bidder, pursuant to a Request for Proposals and the sole responder Liberty Towers having agreed to the conditions contained in the Specifications as advertised.

2. The portion of the property to be utilized for said lease is not needed for exclusive public use.

3. Said lease and co-location rights shall include the right to construct and maintain a new wireless telecommunications tower not to exceed one hundred seventy five (175) foot height and related support facilities located within 414, Lot 35.02, located on Windover Lane as further described in and subject to the terms and conditions of the Bid Specifications, Sample Lease Agreement and Co-Location Agreement, which will be on file at the Office of the Township Clerk for public inspection.

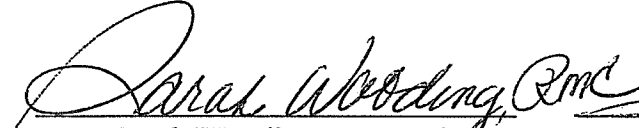
4. Rent will be payable by the Lessee and any Co-Locators in equal monthly installments, payable in advance, in accordance with the Lease negotiated by council and attached hereto.

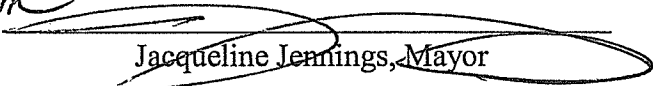
5. The term of the Lease Agreement is set forth in the Lease Agreement attached hereto.

6. Rent and any other fixed payments due the Township under the Lease Agreement will commence no later than sixty (60) days after issuance of the building permit, and rent due the Township under the Co-Location Agreements will commence upon the date each Co-Locator's equipment is installed, with partial months prorated.

7. A copy of this Resolution and executed Resolution shall be provided to Liberty Towers, LLC and the Finance Department for their information and attention.

Township of Willingboro

  
Sarah Wooding, RMC, Clerk

  
Jacqueline Jennings, Mayor

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

Resolution No. 2012- 136  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO RELEASING  
ESCROW FUNDS FOR LARCHMONT IMAGING ASSOCIATES, LLC  
BLOCK 24 LOT 1.04**

**WHEREAS**, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of escrow funds from the Larchmont Imaging Associates, LLC application for Block 617, Lot 8; and

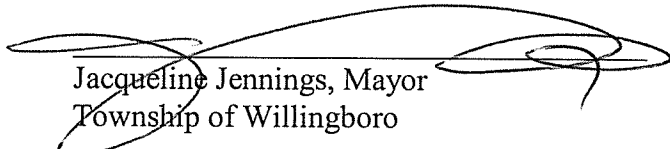
**WHEREAS**, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.

**WHEREAS**, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the Escrow since all outstanding invoices have been satisfied.

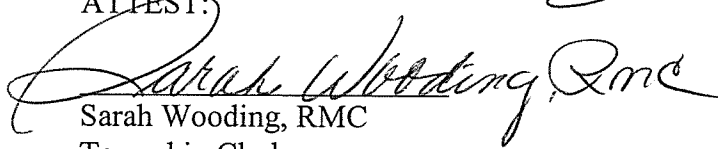
**WHEREAS**, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Escrow funds from the Larchmont Imaging Associates, LLC application for 219 Sunset Road, Willingboro, NJ, 08046 Block 24, Lot 1.04, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this ~~21st~~ day of August, 2012, that the Escrow funds for Larchmont Imaging Associates, LLC application for Block 24 Lot 1.04 shall be released.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and Larchmont Imaging Associates, LLC for their information and attention.

  
Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:

  
Sarah Wooding, RMC  
Township Clerk

cc: *Christie*  
*Barbara J*  
*R+V*  
COPY

Resolution No. 2012- 136  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
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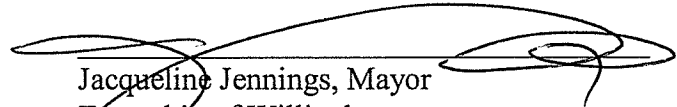
**WHEREAS**, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.

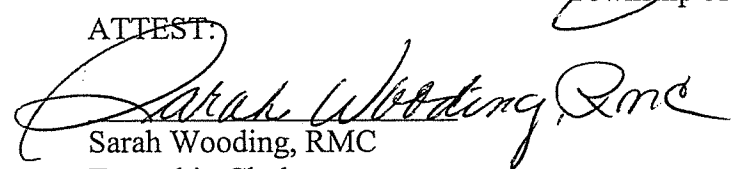
**WHEREAS**, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the Escrow since all outstanding invoices have been satisfied.

**WHEREAS**, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Escrow funds from the Larchmont Imaging Associates, LLC application for 219 Sunset Road, Willingboro, NJ, 08046 Block 24, Lot 1.04, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this ~~26~~ day of August, 2012, that the Escrow funds for Larchmont Imaging Associates, LLC application for Block 24 Lot 1.04 shall be released.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and Larchmont Imaging Associates, LLC for their information and attention.

  
Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:  
  
Sarah Wooding, RMC  
Township Clerk

Resolution No. 2012- 136

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO RELEASING  
ESCROW FUNDS FOR LARCHMONT IMAGING ASSOCIATES, LLC  
BLOCK 24 LOT 1.04**

**COPY**

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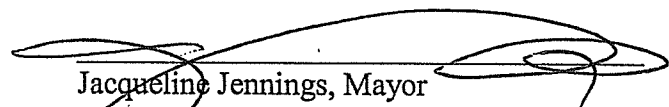
**WHEREAS**, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.


**WHEREAS**, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the Escrow 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 Escrow funds from the Larchmont Imaging Associates, LLC application for 219 Sunset Road, Willingboro, NJ, 08046 Block 24, Lot 1.04, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this ~~21st~~ day of August, 2012, that the Escrow funds for Larchmont Imaging Associates, LLC application for Block 24 Lot 1.04 shall be released.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and Larchmont Imaging Associates, LLC 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*

CC COPY

August 23, 2012

K. Wendell Bibbs, P.E., C.M.E.  
The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077

Re: **Resolution 2012-136 Releasing of Escrow for Larchmont Imaging Block 24, Lot 1.04;**  
**Resolution 2012-139 Releasing of Escrow for MetroPCS, LLC Block 833, Lot 80;**  
**Resolution 2012-140 Releasing of Escrow for MetroPCS, LLC Block 617, Lot 8;**  
**Resolution 2012-141 Releasing of Escrow for New Century Transportation, Inc., Block 833, Lot 80;**  
**Resolution 2012-142 Releasing of Escrow for Larry Cotton, Block 729, Lot 9;**

Dear Mr. Bibbs:

Attached for your files are copies of Resolutions No. 2012-136, 2012-139, 2012-140, 2012-141, and 2012-142 which were adopted by Willingboro Township Council on **August 21, 2012**, regarding the above subject matters.

Should you have any questions please contact feel free to contact this office.

Sincerely,

Cerise Meisel  
Planning/Zoning Board Secretary  
/ccm  
Att.



**RESOLUTION NO. 2012---137**  
**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 21st day of August, 2012 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:

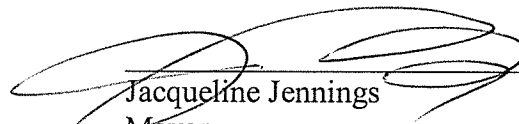
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material 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.

- ~~X~~ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- \_\_\_ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to:

*Personnel matter*

**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

  
Jacqueline Jennings  
Mayor

Attest:

  
Sarah Wooding, RMC  
Township Clerk

*No vote taken*

RESOLUTION -- 2012--138

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 2011 has been filed by a Registered Municipal Accountant with the Municipal Clerk 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 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 "Findings and Questioned Costs" or "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 "Findings and Questioned Costs" or "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 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/her office."

NOW, THEREFORE BE IT RESOLVED, that the Willingboro 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 21, 2012

Certified to be a  
true copy of the original

*Doral Wooding*  
Township Clerk

*Doral Wooding*  
Clerk

NO PHOTOCOPIES OF SIGNATURES

GROUP AFFIDAVIT FORM

CERTIFICATION OF GOVERNING BODY




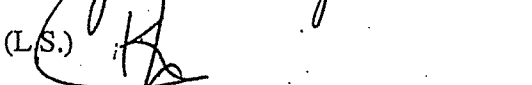
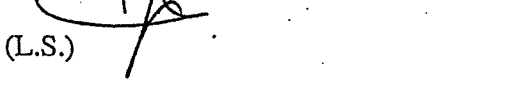
STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

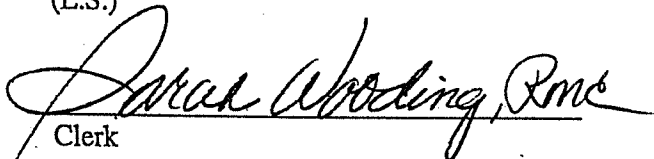
We, members of the governing body of the Willingboro Council in the County of Burlington being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Willingboro Council of the Township of Willingboro in the county of Burlington.

2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year

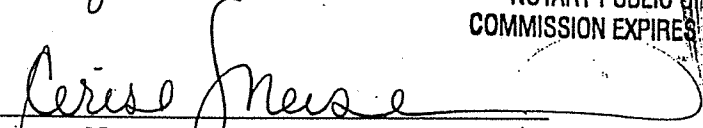
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled FINDINGS AND RECOMMENDATIONS OR FINDINGS AND QUESTIONED COSTS:

(L.S.)		(L.S.)
(L.S.)		(L.S.)
(L.S.)		(L.S.)
(L.S.)		(L.S.)
(L.S.)		(L.S.)

  
Clerk

Sworn to and subscribed before me this 24<sup>th</sup> day of August, 2012

CERISE MEISEL  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES AUGUST 16, 2017

  
Notary Public of New Jersey

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

**SYNOPSIS OF 2011 REPORT OF AUDIT OF THE TOWNSHIP OF WILLINGBORO**

Combined Comparative Statement of Assets, Liabilities, Reserves  
and Fund Balance -- Regulatory Basis

All Funds

	<u>December 31, 2011</u>	<u>December 31, 2010</u>
<b><u>ASSETS</u></b>		
Cash	\$ 9,547,229.28	\$ 10,349,163.47
Taxes and Liens Receivable	2,220,989.64	2,982,582.72
Property Acquired for Taxes--Assessed Valuation	1,430.00	1,430.00
Accounts Receivable	6,324,643.85	8,601,240.35
Prepaid Expenses		
Deferred Charges to Future Taxation --		
General Capital	45,003,697.34	45,837,575.49
Deferred Charges to Revenues of Succeeding Years	893,018.08	699,206.87
General Fixed Assets	<u>33,092,523.00</u>	<u>27,392,673.80</u>
 Total Assets	 <u>\$ 97,083,531.19</u>	 <u>\$ 95,863,872.70</u>
 <b><u>LIABILITIES, RESERVES AND FUND BALANCE</u></b>		
Cash - Overdraft	\$ 345,993.33	
Bonds and Notes Payable	38,971,412.30	\$ 41,030,239.57
Improvement Authorizations	8,036,935.76	6,220,818.51
Other Liabilities and Special Funds	11,959,474.19	16,919,879.96
Reserve for Certain Assets Receivable	2,738,472.92	3,274,860.96
Fund Balance	1,938,719.69	1,025,399.90
Investment in General Fixed Assets	<u>33,092,523.00</u>	<u>27,392,673.80</u>
 Total Liabilities, Reserves and Fund Balance	 <u>\$ 97,083,531.19</u>	 <u>\$ 95,863,872.70</u>

Comparative Statement of Operations and Changes In  
Fund Balance -- Regulatory Basis  
Current Fund

<u>Revenue and Other Income Realized</u>	<u>December 31, 2011</u>	<u>December 31, 2010</u>
Fund Balance Utilized	\$ 600,000.00	
Miscellaneous Revenues Anticipated	7,705,373.21	\$ 7,317,912.67
Receipts from Delinquent Taxes	2,455,906.94	2,118,526.84
Receipts from Current Taxes	59,904,115.17	58,922,592.37
Non-Budget Revenue	151,550.27	240,388.02
Other Credits to Income:		
Cancellation of State and Federal Grant Fund Appropriated Reserve		4,171.42
Unexpended Balance of Appropriation Reserves	966,399.15	1,114,602.27
Property Maintenance	18,017.26	126,637.00
Liquidation of Reserves	51.20	95,783.66
<b>Total Income</b>	<b>71,801,413.20</b>	<b>69,940,614.25</b>
<u>Expenditures</u>		
Budget Appropriations:		
Operations--Within "CAPS":		
Salaries and Wages	14,586,405.26	14,064,153.00
Other Expenses	10,267,078.82	9,514,650.26
Deferred Charges and Statutory Expenditures		
Municipal--Within "CAPS"	3,753,272.87	2,368,311.31
Operations--Excluded from "CAPS":		
Salaries and Wages	535,000.00	502,674.99
Other Expenses	2,639,711.96	3,346,666.99
Capital Improvements--Excluded from "CAPS"		335,000.00
Municipal Debt Service--Excluded from "CAPS"	4,285,587.14	3,946,870.36
Deferred Charges and Statutory Expenditures		
Municipal--Excluded from "CAPS"	324,500.00	324,500.00
County Taxes	7,007,711.65	7,592,128.48
Due County for Added and Omitted	3,109.16	8,115.51
Local School District Taxes	26,946,260.50	26,885,067.00
Creation of Reserves	230,692.18	
Refund Prior Year Revenue		112,946.86
Cancellation of Receivables	77,381.95	
<b>Total Expenditures</b>	<b>70,656,711.49</b>	<b>69,001,084.76</b>
Excess in Revenue	1,144,701.71	939,529.49
Adjustment to Income Before Fund Balance:		
Expenditures Included above which are by Statute Deferred Charges to Budget of Succeeding Year	368,618.08	---
Statutory Excess to Fund Balance	1,513,319.79	939,529.49
Balance Jan. 1	1,025,399.90	85,870.41
	2,538,719.69	1,025,399.90
Decreased by:		
Utilized as Revenue	600,000.00	---
<b>Balance Dec. 31</b>	<b>\$ 1,938,719.69</b>	<b>\$ 1,025,399.90</b>

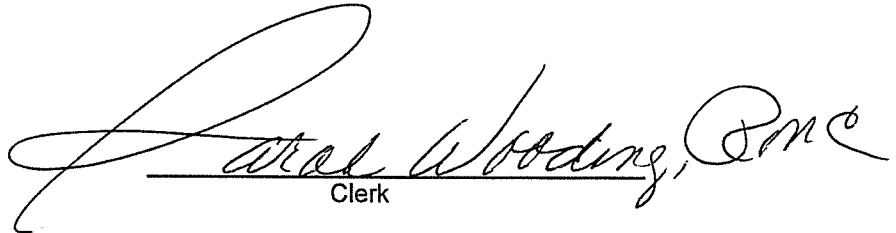
## RECOMMENDATIONS

That the Township designs and implements controls to ensure that all fees charged by the Construction Code Office, Inspections Office and Recreation Department are approved by Township Council.

That the Township implements controls to ensure that financial information contained in grant reports agree with Township records. The Township should also appoint an employee with knowledge of the financial system to review all reports prior to the submittal to the pass through agency.

The above synopsis was prepared from the Report of Audit of the Township of Willingboro, County of Burlington, for the calendar year 2011, submitted by Kirk N. Applegate, Registered Municipal Accountant, Certified Public Accountant of Bowman & Company LLP, Certified Public Accountants. The information included therein is not intended to represent complete financial information as presented in the Report of Audit. A copy of the Report of Audit is on file at the Municipal Clerk's office and may be inspected by any interested person.

A Corrective Action Plan, which outlines the remedial actions the management of the Township of Willingboro will take in response to the recommendations contained in the Schedule of Audit Findings and Questioned Costs, included in the Report of Audit, will be prepared in accordance with federal and state guidelines. A copy of the Corrective Action Plan will be placed on file and be made available for public inspection in the office of the Municipal Clerk in compliance with the Division of Local Government Services directives.

  
Clerk

Resolution No. 2012- 139

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO RELEASING  
ESCROW FUNDS FOR METROPCS, LLC, FOR 161 EDGE LANE,  
BLOCK 833, LOT 80**

**WHEREAS**, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of escrow funds from the MetroPCS, LLC for Block 833, Lot 80; and

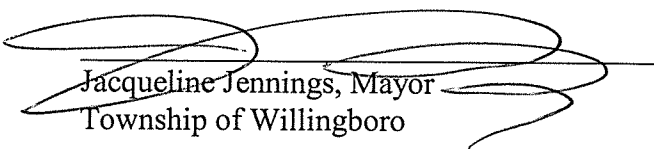
**WHEREAS**, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.

**WHEREAS**, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the Escrow of \$84.25 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 Escrow funds from the Metro PCS, LLC, application 2-2008 for Project ID # TWO METROPC for 161 Edge Lane, Block 833, Lot 80, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of August, 2012, that the Escrow funds for MetroPCS, LLC application 2-2008 for Project id.# TWO METROPC for 161 Edge Lane, Block 833 Lot 80 shall be released.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and MetroPCS, LLC, for their information and attention.

  
Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:

  
Sarah Wooding, RMC  
Township Clerk



cc: Chris  
B.L.  
R.V.  
COPY

Resolution No. 2012- 139  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
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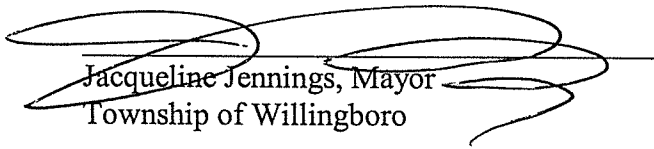
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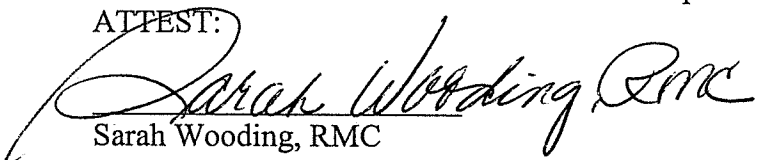
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**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and MetroPCS, LLC, for their information and attention.

  
Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:  
  
Sarah Wooding, RMC  
Township Clerk

COPY

Resolution No. 2012- 139  
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO RELEASING  
ESCROW FUNDS FOR METROPCS, LLC, FOR 161 EDGE LANE,  
BLOCK 833, LOT 80

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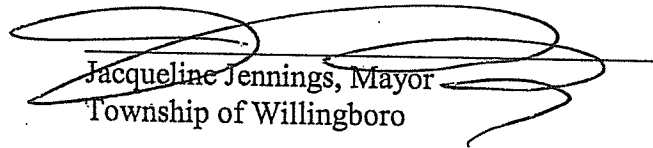
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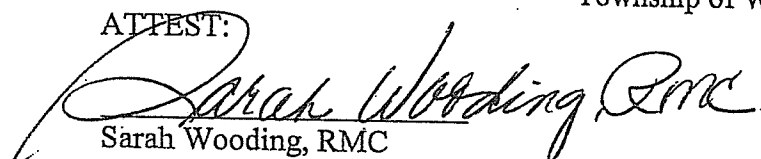
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Jacqueline Jennings, Mayor  
Township of Willingboro

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*

**CC COPY**

August 23, 2012

K. Wendell Bibbs, P.E., C.M.E.  
The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077

Re: **Resolution 2012-136 Releasing of Escrow for Larchmont Imaging Block 24, Lot 1.04;**  
**Resolution 2012-139 Releasing of Escrow for MetroPCS, LLC Block 833, Lot 80;**  
**Resolution 2012-140 Releasing of Escrow for MetroPCS, LLC Block 617, Lot 8;**  
**Resolution 2012-141 Releasing of Escrow for New Century Transportation, Inc., Block 833, Lot 80;**  
**Resolution 2012-142 Releasing of Escrow for Larry Cotton, Block 729, Lot 9;**

Dear Mr. Bibbs:

Attached for your files are copies of Resolutions No. 2012-136, 2012-139, 2012-140, 2012-141, and 2012-142 which were adopted by Willingboro Township Council on **August 21, 2012**, regarding the above subject matters.

Should you have any questions please contact feel free to contact this office.

Sincerely,

Cerise Meisel  
Planning/Zoning Board Secretary  
/ccm  
Att.

**Resolution No. 2012-14**  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE**  
**TOWNSHIP OF WILLINGBORO RELEASING**  
**ESCROW FUNDS FOR METROPCS, LLC FOR 25 HOLYOKE LANE,**  
**BLOCK 617, LOT 8.**

**WHEREAS**, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of escrow funds from the MetroPCS, LLC for Block 617, Lot 8; and

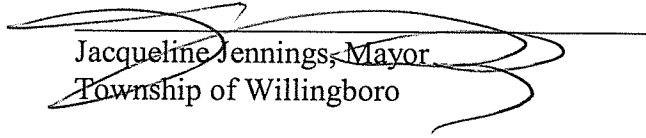
**WHEREAS**, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.

**WHEREAS**, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the Escrow 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 Escrow funds of \$800.75 from the MetroPCS, LLC, application 1-2008 for Project ID # METRO PCS for 25 Holyoke Lane, Block 617, Lot 8, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of August, 2012, that the Escrow funds for MetroPCS, LLC application 1-2008 for Project id.# METRO PCS for 25 Holyoke Lane, Block 617 Lot 8 shall be released.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and MetroPCS, LLC, for their information and attention.

  
Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:

  
Sarah Wooding, RMC  
Township Clerk

COPY

Resolution No. 2012-14  
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO RELEASING  
ESCROW FUNDS FOR METROPCS, LLC FOR 25 HOLYOKE LANE,  
BLOCK 617, LOT 8.

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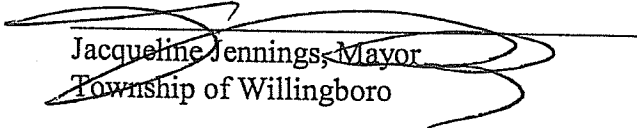
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BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and MetroPCS, LLC, for their information and attention.

  
Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:

  
Sarah Wooding, RMC  
Township Clerk

CC: Curise  
B. W.  
COPY

**Resolution No. 2012-140**  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE**  
**TOWNSHIP OF WILLINGBORO RELEASING**  
**ESCROW FUNDS FOR METROPCS, LLC FOR 25 HOLYOKE LANE,**  
**BLOCK 617, LOT 8.**

**WHEREAS**, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of escrow funds from the MetroPCS, LLC for Block 617, Lot 8; and

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**WHEREAS**, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the Escrow 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 Escrow funds of \$800.75 from the MetroPCS, LLC, application 1-2008 for Project ID # METRO PCS for 25 Holyoke Lane, Block 617, Lot 8, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

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

**COPY**

August 23, 2012

K. Wendell Bibbs, P.E., C.M.E.  
The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077

Re: **Resolution 2012-136 Releasing of Escrow for Larchmont Imaging Block 24, Lot 1.04;**  
**Resolution 2012-139 Releasing of Escrow for MetroPCS, LLC Block 833, Lot 80;**  
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Dear Mr. Bibbs:

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Should you have any questions please contact feel free to contact this office.

Sincerely,

Cerise Meisel  
Planning/Zoning Board Secretary  
/ccm  
Att.

**Resolution No. 2012-14 f**  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE**  
**TOWNSHIP OF WILLINGBORO RELEASING**  
**ESCROW FUNDS FOR NEW CENTURY TRANSPORTATION, INC.,**  
**161 EDGE LANE,**  
**BLOCK 833, LOT 80**

**WHEREAS**, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of escrow funds from the MetroPCS, LLC for Block 833, Lot 80; and

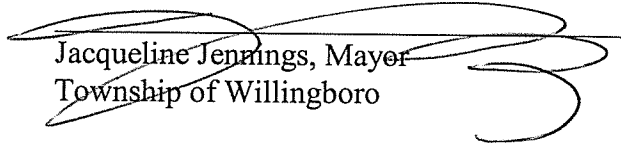
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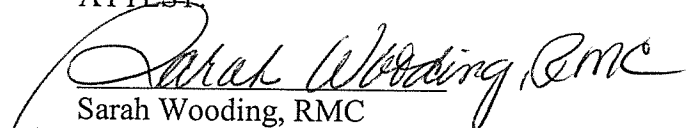
**WHEREAS**, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Escrow funds of \$1,054.00 from the Metro PCS, LLC, application 7-2009 for Project ID # NEW CENT for 161 Edge Lane, Block 833, Lot 80, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of August, 2012, that the Escrow funds for New Century Transportation, Inc. application 7-2009 for Project id.# NEW CENT, 161 Edge Lane, Block 833 Lot 80 shall be released.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and New Century Transportation, Inc. for their information and attention.

  
Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:

  
Sarah Wooding, RMC  
Township Clerk



cc: Carrese  
Bk.  
P.V.  
COPY

**Resolution No. 2012-14 ]**  
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**TOWNSHIP OF WILLINGBORO RELEASING**  
**ESCROW FUNDS FOR NEW CENTURY TRANSPORTATION, INC.,**  
**161 EDGE LANE,**  
**BLOCK 833, LOT 80**

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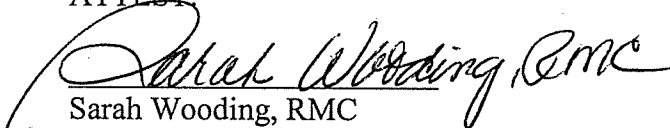
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Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:

  
Sarah Wooding, RMC  
Township Clerk

COPY

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161 EDGE LANE,  
BLOCK 833, LOT 80

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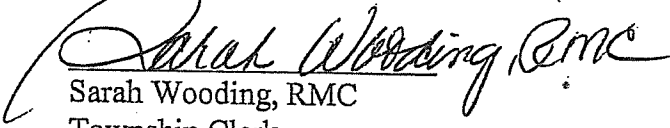
WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Escrow funds of \$1,054.00 from the Metro PCS, LLC, application 7-2009 for Project ID # NEW CENT for 161 Edge Lane, Block 833, Lot 80, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of August, 2012, that the Escrow funds for New Century Transportation, Inc. application 7-2009 for Project id.# NEW CENT, 161 Edge Lane, Block 833 Lot 80 shall be released.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and New Century Transportation, 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*

**COPY**

August 23, 2012

K. Wendell Bibbs, P.E., C.M.E.  
The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077

Re: **Resolution 2012-136 Releasing of Escrow for Larchmont Imaging Block 24, Lot 1.04;**  
**Resolution 2012-139 Releasing of Escrow for MetroPCS, LLC Block 833, Lot 80;**  
**Resolution 2012-140 Releasing of Escrow for MetroPCS, LLC Block 617, Lot 8;**  
**Resolution 2012-141 Releasing of Escrow for New Century Transportation, Inc., Block 833, Lot 80;**  
**Resolution 2012-142 Releasing of Escrow for Larry Cotton, Block 729, Lot 9;**

Dear Mr. Bibbs:

Attached for your files are copies of Resolutions No. 2012-136, 2012-139, 2012-140, 2012-141, and 2012-142 which were adopted by Willingboro Township Council on **August 21, 2012**, regarding the above subject matters.

Should you have any questions please contact feel free to contact this office.

Sincerely,

Cerise Meisel  
Planning/Zoning Board Secretary

/ccm

Att.

**Resolution No. 2012-142**  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE**  
**TOWNSHIP OF WILLINGBORO RELEASING**  
**ESCROW FUNDS FOR LARRY COTTON, 19 GARRISON CIRCLE,**  
**BLOCK 729, LOT 9.**

**WHEREAS**, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of escrow funds from the Larry Cotton for Block 729, Lot 9; and

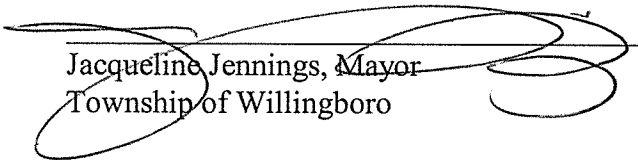
**WHEREAS**, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.

**WHEREAS**, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the Escrow 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 Escrow funds of \$99.01 from the Larry Cotton, application 2011-4 for Project ID # COTTON for 19 Garrison Circle, Block 729, Lot 9, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of August, 2012, that the Escrow funds for Larry Cotton's application 2011-4 for Project id.# COTTON for 19 Garrison Circle, Block 729 Lot 9 shall be released.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and Larry Cotton for their information and attention.

  
Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:

  
Sarah Wooding, RMC  
Township Clerk

COPY

Resolution No. 2012-142  
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO RELEASING  
ESCROW FUNDS FOR LARRY COTTON, 19 GARRISON CIRCLE,  
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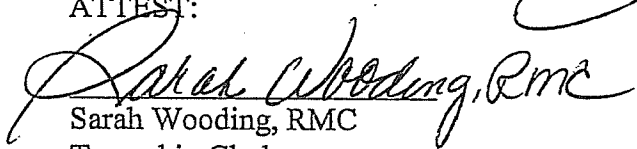
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Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:

  
Sarah Wooding, RMC  
Township Clerk

*cc. Perise  
B-L  
R+V.*

**COPY**

**Resolution No. 2012-142**  
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE**  
**TOWNSHIP OF WILLINGBORO RELEASING**  
**ESCROW FUNDS FOR LARRY COTTON, 19 GARRISON CIRCLE,**  
**BLOCK 729, LOT 9.**

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**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of August, 2012, that the Escrow funds for Larry Cotton's application 2011-4 for Project id.# COTTON for 19 Garrison Circle, Block 729 Lot 9 shall be released.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and Larry Cotton for their information and attention.

*[Signature]*  
Jacqueline Jennings, Mayor  
Township of Willingboro

ATTEST:  
*[Signature]*  
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*

**COPY**

August 23, 2012

K. Wendell Bibbs, P.E., C.M.E.  
The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077

Re: **Resolution 2012-136 Releasing of Escrow for Larchmont Imaging Block 24, Lot 1.04;**  
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**Resolution 2012-140 Releasing of Escrow for MetroPCS, LLC Block 617, Lot 8;**  
**Resolution 2012-141 Releasing of Escrow for New Century Transportation, Inc., Block 833, Lot 80;**  
**Resolution 2012-142 Releasing of Escrow for Larry Cotton, Block 729, Lot 9;**

Dear Mr. Bibbs:

Attached for your files are copies of Resolutions No. 2012-136, 2012-139, 2012-140, 2012-141, and 2012-142 which were adopted by Willingboro Township Council on **August 21, 2012**, regarding the above subject matters.

Should you have any questions please contact feel free to contact this office.

Sincerely,

Cerise Meisel

Planning/Zoning Board Secretary

/ccm

Att.

**TOWNSHIP OF WILLINGBORO**  
**RESOLUTION 2012- 143**

**A RESOLUTION AUTHORIZING THE EXECUTION OF BURLINGTON  
COUNTY MUNICIPAL PARK DEVELOPMENT PROGRAM 2012 GRANT  
AGREEMENT BETWEEN BURLINGTON COUNTY BOARD OF CHOSEN  
FREEHOLDERS AND THE TOWNSHIP OF WILLINGBORO**

**WHEREAS**, the Township has made application for a Municipal Park Development Program grant to be used for improvements to Mill Creek Park; and

**WHEREAS**, at its meeting of July 25, 2012, the Burlington County Board of Chosen Freeholders approved an award of a Municipal Park Development Program grant to the Township in the amount of \$250,000.00 to be used for improvements to Mill Creek Park.

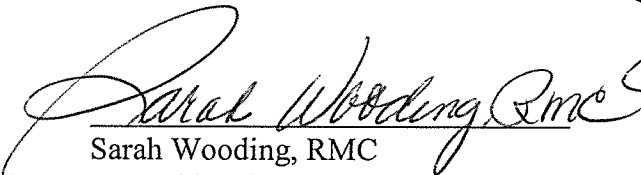
**WHEREAS**, the Township desires to authorize the mayor to execute the 2012 Grant Agreement between the Burlington county Board of Chosen Freeholders and the Township of Willingboro for improvements to the Millcreek Park.

**WHEREAS**, N.J.S.A. 40:8A-1, et seq., authorizes a County and municipality to enter into contracts for the joint provision of any service which any party to the agreement is empowered to render within its own jurisdiction.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council, assembled in open public session on this 21st day of August 2012, that the Mayor is hereby authorized to execute the Burlington County Municipal Park Development Program 2012 Grant Agreement between the Burlington County Board of Chosen Freeholders and the Township of Willingboro .

Township of Willingboro

  
Jacqueline Jennings, Mayor

  
Sarah Wooding, RMC  
Township Clerk



**CERTIFICATION**

I, Sarah Wooding, ~~Acting~~ Clerk of the Township of Willingboro in the County of Burlington and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by the Governing Body at its meeting of \_\_\_\_\_.



# TOWNSHIP OF WILLINGBORO

**COPY**

**MUNICIPAL COMPLEX**

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

*Willingboro, New Jersey 08046*

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

August 23, 2012

CRRR 7002 2030 0003 0808 7170

Mr. Bruce D. Garganio

Freeholder Director

P.O. Box 6000

Mount Holly, New Jersey 08060-6000

Re: **2012 Municipal Park Development Program Agreement**

Dear Director Garganio:

At the August 21, 2012 Willingboro Township Council meeting resolution *2012-143* was passed *Authorizing the Execution of Burlington County Municipal Park Development Program 2012 Grand Agreement Between Burlington County Board of Chosen Freeholders and the Township of Willingboro.* Enclosed is a copy for your records.

Enclosed please find five (5) signed copies by this office of the 2012 Grant Agreement. Once they have been fully executed please return four (4) to this office and keep one (1) for your records.

Should you have any questions please feel free to contact this office.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm

Encl.

- Also mailed reg. mail 8/24/12  
sraw

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

2012 AUG 28 2012

RECEIVED

• Sender: Please print your name, address, and ZIP+4 in this box •

**TOWNSHIP OF WILLINGBORO  
MUNICIPAL COMPLEX  
1 REV. DR. M.L. KING, JR. DRIVE  
WILLINGBORO, NJ 08046-2853**

Clerk

OF BURLINGTON  
RAM 2012 GRANT  
BOARD OF CHOSEN  
LINGBORO

for a Municipal Park  
Creek Park; and

ington County Board of  
velopment Program grant

2 Muni. Park Agreement

RESOL. 143 ?

to the Township in the amount of \$250,000.00 to be used for improvements to Mill Creek  
Park.

WHEREAS, the Township desires to authorize the mayor to execute the 2012  
Grant Agreement between the Burlington county Board of Chosen Freeholders and the  
Township of Willingboro for improvements to the Millcreek Park.

WHEREAS, N.J.S.A. 40:8A-1, et seq., authorizes a County and municipality to  
enter into contracts for the joint provision of any service which any party to the agreement  
is empowered to render within its own jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Township Council,  
assembled in open public session on this 21st day of August 2012, that the Mayor is  
hereby authorized to execute the Burlington County Municipal Park Development  
Program 2012 Grant Agreement between the Burlington County Board of Chosen  
Freeholders and the Township of Willingboro .

Township of Willingboro

Jacqueline Jennings, Mayor

*Sarah Wooding RMC*  
Sarah Wooding, RMC  
Township Clerk

# **Burlington County Municipal Park Development Program**

## **2012 Grant Agreement**

**between the**

**Burlington County Board of Chosen Freeholders**

**and the**

**Township of Willingboro**

THIS AGREEMENT made this 25th day of July, 2012 by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body politic and corporate of the State of New Jersey, having its principal offices at 49 Rancocas Road, in the Township of Mount Holly, County of Burlington, and State of New Jersey, (hereinafter referred to as the "County") and the Township of Willingboro, a body politic and corporate of the State of New Jersey, having its principal offices located at One Salem Road, Willingboro, NJ 08046, County of Burlington and State of New Jersey, (hereinafter referred to as the "Municipality");

### **RECITALS**

WHEREAS, in order to preserve the rural character of Burlington County and enhance the quality of life for its residents, the Board has long championed the preservation of farmland and open space and the development of land for recreational purposes;

WHEREAS, in recognition of the need to establish a steady and reliable funding source to finance its preservation and park development programs, the Board obtained voter approval to create the Burlington County Farmland, Open Space, Recreation and Historic Preservation Trust Fund ("Trust Fund") to be supported by a property tax that is not to exceed \$0.04 per \$100 of assessed valuation;

WHEREAS, the County wishes to broaden its ongoing partnership with its municipalities to further mutual goals for conservation and park development by providing grants for such purposes and has created the Municipal Park Development Program hereinafter "Program";

WHEREAS, the Municipality has made application to the County for grant funding under the Program and the County has reviewed said application and found it to be in conformance with the scope and intent of the Program in whole or in part and has approved the award of a grant to the Municipality;

WHEREAS, N.J.S.A 40:8A-1 et seq. authorizes a County and municipality to enter into contracts for the joint provision of any service which any party to the agreement is empowered to render within its own jurisdiction;

**NOW, THEREFORE,** in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Municipality agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Municipality agrees to undertake the funded project in the manner set forth in the Policy and Procedure Manual for the Municipal Park Development Program and this agreement and Exhibit 1 – Approved Project Description (“Approved Project”):

2. The period of performance under this Agreement is specified two years from the date of execution on the part of the County, for which period, funds are available and allotted. Requests for extension must be made in writing prior to the expiration of the time allowed for project completion. The request should set forth the municipality’s due diligence in pursuing the project, an explanation for the unforeseen difficulties encountered by the municipality in completing the project within the allotted period, and a proposed schedule for completion. There shall be no obligation on the part of the County to renew or extend this time period. If a timely request for extension is not received or if a request is denied, the County shall cancel the funding award.

3. The amount of the award to be provided by the County under this agreement is \$250,000. The County award is based upon the Municipality’s 2012 application to the County as supplemented.

4. The Municipality agrees to secure all funds necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.

5. The Municipality must notify the County in writing of any changes to the scope of the Approved Project and provide with such notification a full description of the changes and the funding implications. Changes that negatively impact the fundamental merits of the project that resulted in project selection may not be approved.

Changes to a project deemed “Major” by the County will not be permitted. Major changes include, but are not limited to, selection of new project location and deletion of key project elements.

Unauthorized changes in project scope may result in the withholding of all or some of the County funding.

6. In the case of a land acquisition project, Program funds shall be dispersed on a reimbursement basis after the satisfactory submittal of all required project documentation.

In the case of a parks development project, Program funds shall be dispersed on a reimbursement basis in two installments. Municipality may apply for reimbursement after 50% of the grant amount has been expended. Requests for reimbursement must be accompanied by a detailed breakdown showing how funds were expended along with documentation providing evidence of such expenditures

(paid invoices, contractor payment applications, etc.) and a certification by a municipal official that funds were expended in the manner described. The remaining 50% shall be disbursed upon the satisfactory completion of the project and submittal of required documentation as identified in the Policy and Procedure Manual which include, among other things, a certified copy of a resolution by the governing body finding that the project is complete and authorizing final payment to the contractor.

7. Municipality agrees that any Program funds received from the County shall be used only for the purposes described herein.

8. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.

9. The Municipality shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.

10. Municipality shall maintain all land and improvements described herein for a period of no less than ten years.

11. Municipality shall cause to be included appropriate deed restriction language as provided by Burlington County in all deeds for property acquired using Program funds.

12. Municipality shall display a sign on the property reflecting the use of County funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator

13. Municipality shall provide access to the facility/property for County staff to conduct inspections of the Approved Project within 48 hours notice by the County.

14. No official or employee of the Municipality who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.

15. In the event Municipality does not perform any of the services, obligations, or responsibilities provided under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void and may disqualify the Municipality from participation in future Program funding rounds.

In the event of termination, the County shall have no further liability to the Municipality and in no event will the County be liable to pay for services not actually rendered.

16. The County will provide a Program Administrator for the program that will advise the Municipality in performance of the required services. Contact:

Burlington County Department of Resource Conservation  
PO Box 6000  
Mount Holly, NJ 08060  
856 642-3850

17. The Municipality, at the request of the County, shall prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed and any other information that may be requested by the County.

18. The Municipality now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.

19. The execution of this Agreement has been authorized by the Municipality's governing body and the Burlington County Board of Chosen Freeholders. A copy of the authorizing resolution or ordinance adopted by the Municipality shall be provided to the County.

20. The Municipality shall indemnify and hold the County of Burlington harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the program, or arising out of, or under this Agreement. The Municipality further agrees to indemnify the County of Burlington from suits or actions of every nature or description brought against it, or damages received or sustained by any part or parties, by or from any of the acts of the Municipality or of the Municipality's, Director's employees, agents or volunteers.

21. The Municipality shall procure and maintain at its own expense, liability insurance for any personal injury or property damage caused by the Municipality in its normal and usual course of its business. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be duly signed, sealed and executed by their respective proper officials the day and year first written above.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Paul Drayton  
County Administrator

\_\_\_\_\_  
Date

(SEAL)

TOWNSHIP OF WILLINGBORO

Attest:

*Daral Wooding, Inc*  
\_\_\_\_\_  
Clerk

By:

\_\_\_\_\_  
Mayor

(SEAL)

\_\_\_\_\_  
Date

*August 21, 2012*



## Exhibit 1

### Approved Project Description Township of Willingboro

**Project Name:** Mill Creek Park Improvements

**Project Location:** Mill Creek Park  
Block 16, Lot 1

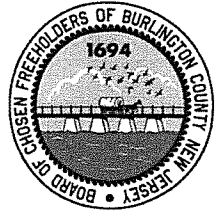
**Type of Application:** Park Development

**Grant Award:** \$250,000

**Project Scope:** Completion of the widening of the approximately 300 feet of the existing paved walking/biking path; reconstruction of approximately 100 feet of existing trail bridge and replacement of damaged equipment on exercise path.

**Project Conditions:** None.

Board of Chosen Freeholders  
County of Burlington



OFFICE OF THE  
BURLINGTON COUNTY FREEHOLDERS

Bruce D. Garganio  
Leah Arter  
Joseph B. Donnelly  
Joseph Howarth  
Mary Ann C. O'Brien

P.O. BOX 6000  
MOUNT HOLLY, NEW JERSEY  
08060-6000

August 1, 2012

Paul Drayton  
County Administrator /  
Board Clerk  
609-265-5020  
Fax: 609-702-7000

Mayor Jacqueline Jennings  
Willingboro Township  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

RECEIVED  
AUG 10 2012  
OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

Dear Mayor Jennings:

I am very pleased to advise you that at the meeting of the Freeholder Board held on July 25, 2012, the Freeholders approved award of a Municipal Park Development Program grant to Willingboro Township in the amount of \$250,000 to be used for improvements to Mill Creek Park.

I am enclosing five copies of the grant agreement for execution by township officials. Kindly execute all five copies and return to my attention. I will send a fully executed copy of the agreement to you upon signature by the County. County staff will be in contact with you to discuss location and installation of a project sign.

Thank you very much for your participation in the Burlington County Municipal Park Development Program. Kindly keep us apprised of the status of your project. Congratulations and best wishes for another successful park project!

Very truly yours,

A handwritten signature in cursive script that reads "Bruce D. Garganio".

Bruce D. Garganio  
Freeholder Director

cc: Mary Pat Robbie, Director, Department of Resource Conservation

RESOLUTION 2012—144

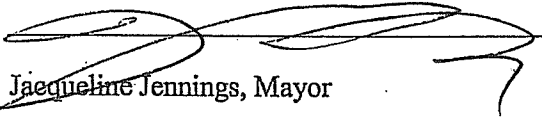
RESOLUTION OF WILLINGBORO TOWNSHIP COUNCIL APPROVAL OF FINDINGS,  
CORRECTION AND RECOMMENDATION OF THE 2011 ANNUAL MUNICIPAL AUDIT

WHEREAS, the Township Council of the Township of Willingboro has received and reviewed the annual report for 2011; and

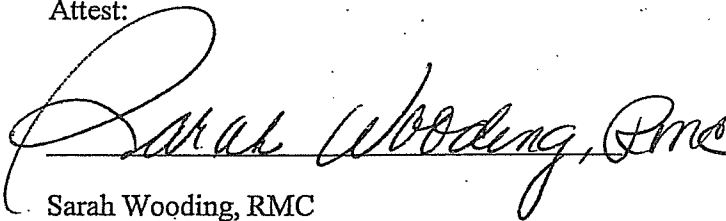
WHEREAS, the Township Council has received and reviewed the Corrective Action Plan submitted by the Chief Financial Officer of the Township of Willingboro;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 21<sup>st</sup> day of August, 2012, that the Corrective Action Plan prepared by the Chief Financial Officer of the Township of Willingboro, for the 2011 Audit, be and hereby is approved; and

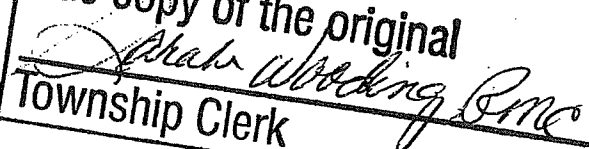
BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to the Chief Finance Officer of the Township of Willingboro to the Township Auditor and the Division of Local Government Services for their information and attention.

  
Jacqueline Jennings, Mayor

Attest:



Sarah Wooding, RMC  
Township Clerk

Certified to be a  
true copy of the original  
  
Township Clerk

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

**Township of Willingboro  
Resolution No. 2012-145**

**A RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY  
MANAGEMENT PLAN (WQM) PLAN AMENDMENT ENTITLED:  
Burlington County Future Wastewater Service Area Map  
(STATEMENT OF CONSENT)**

**WHEREAS**, the Township of Willingboro desires to provide for the orderly development of wastewater facilities with Burlington County; and

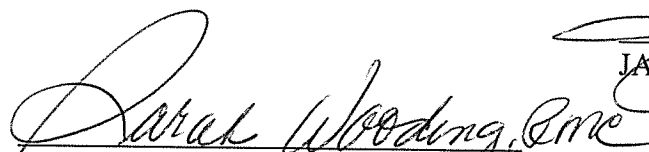
**WHEREAS**, the New Jersey Department of Environmental Protection (NJDEP) requires that proposed wastewater treatment and conveyance facilities and wastewater service areas, as well as related subjects, be in conformance with an approved WQM plan; and

**WHEREAS**, the NJDEP has established the WQM plan amendment procedure as the method of incorporating and updating new or previously unplanned facilities and service areas into a WQM plan; and

**WHEREAS**, a proposed WQM plan amendment noticed in the New Jersey Register on September 4, 2012 for the Burlington County Future Wastewater Service Area Map has been prepared by the County of Burlington Department of Resource Conservation;

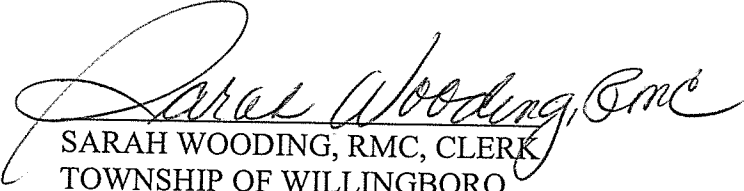
**NOW, THEREFORE, BE IT RESOLVED** in open public session on this 21st day of August, 2012, by the Township Council of the Township of Willingboro that:

1. The Township of Willingboro hereby consents to the amendment entitled Burlington County Future Wastewater Service Area Map, and publicly noticed on September 4, 2012, prepared by the County of Burlington Department of Resource Conservation, for the purpose of its incorporation into the Tri-County Water Quality Management Plan.
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

  
SARAH WOODING, RMC, CLERK

  
JACQUELINE JENNINGS, MAYOR

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of the Township of Willingboro at a meeting duly held on August 21, 2012.

  
SARAH WOODING, RMC, CLERK  
TOWNSHIP OF WILLINGBORO



# TOWNSHIP OF WILLINGBORO

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

**COPIY**

August 31, 2012

Kathleen Giordano  
N.J. D.E.P. – Division of Land Use and Planning  
P.O. Box 420, Mail Code 401-07C  
401 State Street  
Trenton, New Jersey 08625

Re: Willingboro Townships Resolution 2012-145, Consenting to the Proposed Water Quality Management Plan (WQM) Plan Amendment Entitled: *Burlington County Future Wastewater Services Area Man*

Dear Ms. Giordano;

Enclosed please find a copy of Resolution 2012-145 that was adopted by Willingboro Township Council on **August 21, 2012**, regarding the above subject matter.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Enclosure

cc:

Gina Berg - Burlington County Water Resources Program Coordinator

Township of Willingboro  
Resolution No. 2012-145

**A RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY  
MANAGEMENT PLAN (WQM) PLAN AMENDMENT ENTITLED:  
Burlington County Future Wastewater Service Area Map  
(STATEMENT OF CONSENT)**

**WHEREAS**, the Township of Willingboro desires to provide for the orderly development of wastewater facilities with Burlington County; and

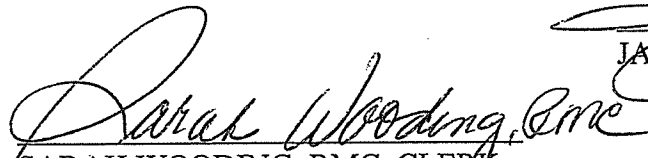
**WHEREAS**, the New Jersey Department of Environmental Protection (NJDEP) requires that proposed wastewater treatment and conveyance facilities and wastewater service areas, as well as related subjects, be in conformance with an approved WQM plan; and

**WHEREAS**, the NJDEP has established the WQM plan amendment procedure as the method of incorporating and updating new or previously unplanned facilities and service areas into a WQM plan; and

**WHEREAS**, a proposed WQM plan amendment noticed in the New Jersey Register on September 4, 2012 for the Burlington County Future Wastewater Service Area Map has been prepared by the County of Burlington Department of Resource Conservation;

**NOW, THEREFORE, BE IT RESOLVED** in open public session on this 21st day of August, 2012, by the Township Council of the Township of Willingboro that:

1. The Township of Willingboro hereby consents to the amendment entitled Burlington County Future Wastewater Service Area Map, and publicly noticed on September 4, 2012, prepared by the County of Burlington Department of Resource Conservation, for the purpose of its incorporation into the Tri-County Water Quality Management Plan.
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

  
SARAH WOODING, RMC, CLERK

  
JACQUELINE JENNINGS, MAYOR

**Sarah Wooding**

---

**From:** Francis, Elfrieda <efranc@co.hurlington.nj.us>  
**Sent:** Thursday, August 30, 2012  
**To:** 'Vanessa Clouden'  
**Cc:** 'Sarah Wooding'  
**Subject:** RE: Resolution Request

*Vanessa,  
Pls. send letter & 8/30/12  
copy to County  
Alliance Coord. & a  
copy to our mun. alli.  
Chairperson.  
Thanks  
Sarah*

Good Afternoon Vanessa,

Can you mail the original Resolution w/seal to my attor

Thanks.  
Frieda

*Elfrieda M. Francis  
County Municipal Alliance Coordinator  
Office of Human Services  
795 Woodlane Road  
P.O. Box 6000  
Westampton, NJ 08060-6000*

---

**From:** Francis, Elfrieda  
**Sent:** Monday, August 27, 2012 8:21 AM  
**To:** 'Vanessa Clouden'  
**Cc:** 'Sarah Wooding'  
**Subject:** RE: Resolution Request

609-265-5382

Thanks.  
Frieda

---

**From:** Vanessa Clouden [<mailto:vclouden@willingborotwp.org>]  
**Sent:** Friday, August 24, 2012 4:37 PM  
**To:** Francis, Elfrieda  
**Cc:** 'Sarah Wooding'  
**Subject:** Resolution Request

Ms. Elfrieda,

As requested by Sarah Wooding, please email me your fax number .

Thank you

*Vanessa Clouden  
Township of Willingboro  
Municipal Complex  
1 Rev. Dr. M.L. King, Jr. Drive*





# TOWNSHIP OF WILLINGBORO

**COPY**

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

August 31, 2012

Elfrienda M. Francis  
County Municipal Alliance Coordinator  
Office of Human Services  
795 Woodlane Road  
P.O. Box 6000  
Westampton, New Jersey 08060-6000

Re: Willingboro Townships Resolution 2012-145, Authorizing the Mayor and Clerk to Execute the 2013 Burlington County Application for Funding Municipal Alliances and Grant Fund Match Plan

Dear Ms. Francis;

Enclosed please find a certified copy of Resolution 2012-134 that was adopted by Willingboro Township Council on **August 21, 2012**, regarding the above subject matter.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Enclosure

RESOLUTION NO. 2012 - 134

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXECUTE  
THE 2013 BURLINGTON COUNTY APPLICATION FOR FUNDING  
MUNICIPAL ALLIANCES AND GRANT FUND MATCH PLAN

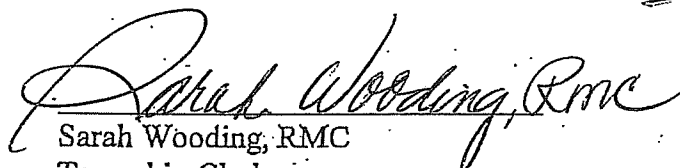
WHEREAS, the New Jersey Governor's Council on Alcoholism and Drug Abuse (hereinafter "Council") has awarded a grant to the Township of Willingboro (hereinafter "Township") in response to the application for funding submitted by the Township of the Willingboro Municipal Alliance Committee; and

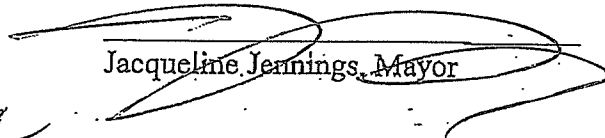
WHEREAS, a Letter Agreement between the Council and the Board of Chosen Freeholders of the County of Burlington (the "Board") outlines the conditions under which the Board shall administer the grant.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open public session on this 21st day of August, 2012, that the Mayor and Clerk are hereby authorized to execute the Municipal Alliance Grant Agreement; and

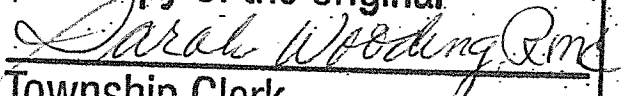
BE IT FURTHER RESOLVED THAT, the Township will authorize the disbursement of the matching funds in the amount of \$2,500.00 to the Municipal Alliance in the amount of referenced by the Grant agreement attached hereto; and

BE IT FURTHER RESOLVED THAT copies of this resolution shall be provided to the County Alliance Coordinator, Chief Financial Officer, and Willingboro Municipal Alliance for their information and attention.

  
Sarah Wooding, RMC  
Township Clerk

  
Jacqueline Jennings, Mayor

Certified to be a  
true copy of the original

  
Township Clerk

cc: R+V

Resolution No. 2012 - --146

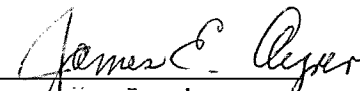
**A RESOLUTION REJECTING BIDS SUBMITTED FOR  
N.J.D.O.T. MUNICIPAL AID BRIDGE REPAIRS AT VAN SCIVER PKWY AND  
PENNYPACKER DRIVE BRIDGE**

**WHEREAS**, the Township Council of the Township of Willingboro requested that bids be submitted for the New Jersey Department of Transportation Municipal Aid Bridge Repairs at Van Sciver Parkway and Pennypacker Drive Bridges; and


**WHEREAS**, bids have been received, opened and read in public on July 10, 2012; and

**WHEREAS**, it appears to be in the best interest of the Township of Willingboro to reject the bids submitted – as per the Engineer’s letter of recommendation dated August 21, 2012 and in accordance with N.J.S.A. 40A:11-13.2(a) whereby a contracting unit may reject all bids when the lowest bid substantially exceeds the cost estimates for the goods or services, or the contracting unit’s appropriation for the goods or services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of September 2012, that all bids are hereby rejected.

  
Deputy Mayor James Ayres

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

# 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

August 21, 2012

Ms. Joanne Diggs, Township Manager  
Township of Willingboro  
One Salem Road  
Willingboro, NJ 08046

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

Dear Ms. Diggs:

We have tabulated the bids received on July 10, 2012, regarding the above-referenced project. This project consists of repairs at the Van Sciver Parkway and Pennypacker Drive Bridges. A copy of the bid tabulation is enclosed for your review.

We have reviewed the bids that were received and found that the bid costs submitted exceed the engineer's estimate of \$208,335.00.

Our office has consulted with the various bidders to determine why there was a substantial difference between the engineers estimate and the bids received, and it appears the higher bids received can be attributed to the fact that there are many different specialized labor categories and work items within the project that requires a number of specialty sub-contractors. Accordingly, the general contractor typically raises the overall total bid costs to add additional overhead & profit.

Additionally, the advertisement and acceptance of the bids for this type of structural repair work late in the construction year typically brings less bidders and / or higher prices as the contractors are busy and / or already have their work planned for the remaining construction season.

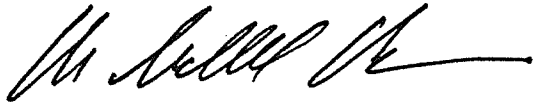
Accordingly we recommend that the bids be formally rejected, and the project re-advertised in the winter months (December 2012) for the spring 2013 construction season. This should bring more competition and more aggressive bidders as they are planning for the 2013 construction season.

Upon formal rejection of the bids by Township Council, the Township Clerk's Office must return the original bid documents and bid securities to each of the perspective bidders.

Page 2  
Township of Willingboro  
August 21, 2012

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

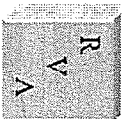
Sincerely,  
**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**



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

KWB/kn  
Enclosures

cc: Sarah Wooding, Township Clerk w/ original bid documents  
Michael Armstrong, Township Solicitor  
Richard Brevogel, Director of Public Works  
Frank Seney, RVE  
Raymond D. Longmore, RVA  
Hasson Shipman, RVA  
Sean Brigandi, RVA



**REMINGTON, VERNICK & ARANGO ENGINEERS**  
**BID TABULATION**

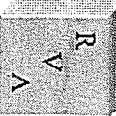
**PROJECT NAME:**  
 NJDOT Municipal Aid Bridge Repairs at Van Sciver Parkway  
 and Pennypacker Drive Bridges  
**PROJECT NUMBER:**  
 0338T108  
**CLIENT:**  
 Willingboro Township

Midwest Construction, Inc.  
 1752 Route 206  
 Southampton, NJ 08088  
 (856) 795-5723  
 (609) 328-4302 FAX

Mount Construction Company  
 427 S. White Horse Pike  
 Berlin, NJ 08009  
 (856) 768-8493  
 (856) 753-1453 FAX

JCP Group, Inc.  
 228 Blackwood-Barnsboro Rd.  
 Blackwood, NJ 08012  
 (856) 232-0400  
 (856) 232-1243 FAX

#	DESCRIPTION	QUANTITY & UNITS	Midwest Construction, Inc.		Mount Construction Company		JCP Group, Inc.	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	CLEARING SITE	1 LS	\$16,500.00	\$16,500.00	\$10,000.00	\$10,000.00	\$70,000.00	\$70,000.00
2	NO ITEM	0 -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	HMA MILLING, 3" OR LESS	1400 SY	\$5.00	\$7,000.00	\$5.00	\$7,000.00	\$18.00	\$25,200.00
4	HOT MIX ASPHALT PAVEMENT REPAIR	100 SY	\$25.00	\$2,500.00	\$80.00	\$8,000.00	\$128.00	\$12,800.00
5	SAWING AND SEALING JOINTS IN HOT MIX ASPHALT SURFACE OVERLAY	150 LF	\$3.50	\$525.00	\$10.00	\$1,500.00	\$9.00	\$1,350.00
6	TACK COAT	250 GAL	\$14.00	\$3,500.00	\$0.01	\$2.50	\$11.00	\$2,750.00
7	NO ITEM	0 -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK CONCRETE SPALL REPAIR, SUBSTRUCTURE	180 TON	\$115.00	\$20,700.00	\$100.00	\$18,000.00	\$190.00	\$34,200.00
9	NO ITEM	75 SF	\$150.00	\$11,250.00	\$200.00	\$15,000.00	\$178.00	\$13,350.00
10	CONCRETE BRIDGE SIDEWALK	8 CY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	CONCRETE BRIDGE SIDEWALK	8 CY	\$350.00	\$2,800.00	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00
12	CONCRETE BRIDGE PARAPET	150 LF	\$350.00	\$52,500.00	\$800.00	\$120,000.00	\$250.00	\$37,500.00
13	REPAIR TIMBER WALKWAY AND RAILING	1 LS	\$5,800.00	\$5,800.00	\$60,000.00	\$60,000.00	\$15,000.00	\$15,000.00
14	PRESSURE INJECTION, CONCRETE CRACKS	70 LF	\$90.00	\$6,300.00	\$80.00	\$5,600.00	\$125.00	\$8,750.00
15	POLLUTION CONTROL SYSTEM	1 LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00
16	HAND/POWER TOOL CLEANING AND PAINTING	1 LS	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$54,000.00	\$54,000.00
17	BICYCLE SAFE GRATE	2 UN	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$535.00	\$1,070.00
18	CURB PIECE	2 UN	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00
19	CLEANING DRAINAGE STRUCTURE	2 UN	\$250.00	\$500.00	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00
20	RIPRAP STONE SLOPE PROTECTION, 16" THICK (D50-8")	25 SY	\$24.00	\$600.00	\$150.00	\$3,750.00	\$112.00	\$2,800.00



**REMINGTON, VERNICK & ARANGO ENGINEERS  
 BID TABULATION**

**PROJECT NAME:**  
 NJDOT Municipal Aid Bridge Repairs at Van Sciver Parkway  
 and Pennypacker Drive Bridges  
**PROJECT NUMBER:**  
 0338TT108  
**CLIENT:**  
 Willingboro Township

Midwest Construction, Inc.  
 1752 Route 206  
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JCP Group, Inc.  
 228 Blackwood-Barnsboro Rd.  
 Blackwood, NJ 08012  
 (856) 232-0400  
 (856) 232-1243 FAX

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE		TOTAL	UNITS PRICE		TOTAL	UNITS PRICE		TOTAL
			UNITS	PRICE		UNITS	PRICE		UNITS	PRICE	
21	CHAIN LINK FENCE, PVC COATED, 6'-0" HIGH CONCRETE SIDEWALK, 4" THICK	60 LF	\$52.00		\$3,120.00	\$40.00		\$2,400.00	\$174.00		\$10,440.00
22	9" X 18" CONCRETE VERTICAL CURB	120 SY	\$81.00		\$9,720.00	\$70.00		\$8,400.00	\$110.00		\$13,200.00
23	BEAM GUIDE RAIL, THREE BEAM GUIDE RAIL, BRIDGE	1000 LF	\$17.00		\$17,000.00	\$15.00		\$15,000.00	\$73.00		\$18,250.00
24	TANGENT GUIDE RAIL TERMINAL	1 UN	\$2,750.00		\$2,750.00	\$2,500.00		\$2,500.00	\$3,200.00		\$3,200.00
25	RUB RAIL	50 LF	\$84.00		\$4,200.00	\$77.00		\$3,850.00	\$151.00		\$7,550.00
26	BREAKAWAY BARRICADE DRUMS	15 UN	\$30.00		\$450.00	\$5.00		\$4,500.00	\$12.00		\$10,800.00
27	CONSTRUCTION SIGNS NO ITEM	60 SF	\$13.00		\$780.00	\$0.01		\$0.15	\$276.00		\$4,140.00
28	TRAFFIC DIRECTOR, FLAGGER	300 HR	\$6.50		\$1,950.00	\$15.00		\$4,500.00	\$133.00		\$7,980.00
29	TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4"	0 LF	\$0.00		\$0.00	\$0.00		\$0.00	\$16.00		\$4,800.00
30	FLARED GUIDE RAIL TERMINAL	24 HR	\$60.00		\$1,440.00	\$70.00		\$1,680.00	\$115.00		\$2,760.00
31	BEAM GUIDE RAIL ANCHORAGE	850 LF	\$4.20		\$3,570.00	\$2.00		\$1,700.00	\$3.00		\$2,550.00
32	BEAM GUIDE RAIL TOPSOLING, 4" THICK (IF & WHERE DIRECTED)	6 UN	\$2,800.00		\$16,800.00	\$2,500.00		\$15,000.00	\$2,800.00		\$16,800.00
33	FERTILIZING & SEEDING, TYPE A-3 (IF & WHERE DIRECTED)	1 UN	\$1,350.00		\$1,350.00	\$1,200.00		\$1,200.00	\$960.00		\$960.00
34	BORROW TOPSOIL (IF & WHERE DIRECTED)	500 SY	\$1.50		\$750.00	\$3.00		\$1,500.00	\$15.00		\$7,500.00
35		500 SY	\$2.25		\$1,125.00	\$0.20		\$100.00	\$2.00		\$1,000.00
36		25 CY	\$22.00		\$550.00	\$20.00		\$500.00	\$106.00		\$2,650.00
37	<b>TOTAL CONSTRUCTION COST</b>				<b>\$228,320.00</b>			<b>\$349,903.25</b>			<b>\$468,210.00</b>



# TOWNSHIP OF WILLINGBORO

**COPY**

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

September 10, 2012

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

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

Dear Mr. Bibbs;

Enclosed please find a copy of **Resolution 2012-146** that was **rejected** by Willingboro Township Council on **September 4, 2012**, regarding the above subject matter.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Encl.



Resolution No. 2012 - --146

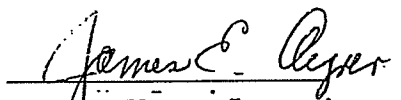
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**WHEREAS**, bids have been received, opened and read in public on July 10, 2012; and

**WHEREAS**, it appears to be in the best interest of the Township of Willingboro to reject the bids submitted – as per the Engineer’s letter of recommendation dated August 21, 2012 and in accordance with N.J.S.A. 40A:11-13.2(a) whereby a contracting unit may reject all bids when the lowest bid substantially exceeds the cost estimates for the goods or services, or the contracting unit’s appropriation for the goods or services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of September 2012, that all bids are hereby rejected.

  
Deputy Mayor James Ayres

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

cc: Rucka  
Palmyra

RESOLUTION 2012—147

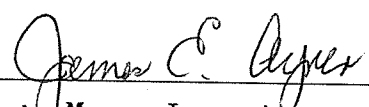
AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND PALMYRA TOWNSHIP

WHEREAS, Palmyra Township has requested an inter-local agreement with Willingboro Township for Animal Control Services; and

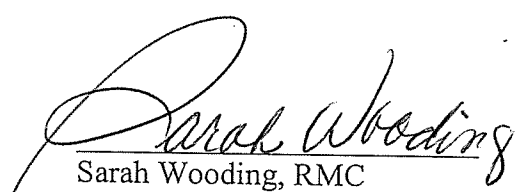
WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an inter-local agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of September, 2012, that the Mayor and Clerk as hereby authorized to sign the attached Inter-local Services Agreement (September 1, 2012 through December 31, 2012).

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

  
Deputy Mayor James Ayres

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

Yes	No	Abstain	Absent
✓			
✓			
✓			
✓			
			✓

## Inter-Local Agreement For the Provision of Animal Control services

This Agreement made this 1 day of September, 2012, 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 Borough of Palmyra, a Municipal Corporation with Principal offices at 20 West Broad St, Palmyra NJ 08065, New Jersey, hereinafter called "Palmyra," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Palmyra.

This Agreement shall be for a 3 month term commencing on September 1, 2012, and ending December 31, 2012. 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 Palmyra 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 domestic animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic or wild 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 Borough of Palmyra 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. Palmyra 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 Palmyra, the cost of required veterinarian care shall be the responsibility of Palmyra.

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:**

Palmyra shall pay a fee of \$3200.00 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 Palmyra, 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.

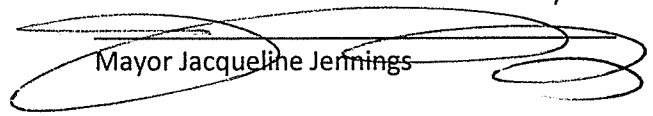
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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, Inc*  
*Township Club*

  
Mayor Jacqueline Jermings

Attest:

Borough of Palmyra

\_\_\_\_\_

\_\_\_\_\_

Mayor Karen Scheffler



# TOWNSHIP OF WILLINGBORO

**COPY**

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

9/5/12  
and letter  
requesting a  
fully executed  
copy to Palmyra  
Twp.

September 10, 2012

Barbara Sheipe, RMC  
Borough of Palmyra Township Clerk  
20 West Broad Street  
Palmyra, New Jersey 08065

Re: Authorizing an Inter-local Service Agreement between Willingboro Township and Palmyra Township

Dear Ms. Sheipe;

Enclosed please find *Resolution 2012-147 Authorizing an Inter-local Agreement between Willingboro Township and Palmyra Township* that was approved by Willingboro Township Council on September 4, 2012.

Please sign and return to this office the fully executed agreement.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Encl.

RESOLUTION 2012—147

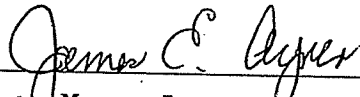
~~AUTHORIZING AN INTER-LOCAL SERVICE AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND PALMYRA TOWNSHIP~~

WHEREAS, Palmyra Township has requested an inter-local agreement with Willingboro Township for Animal Control Services; and


WHEREAS, Willingboro Township has determined that it is reasonable to provide the services based on an inter-local agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of September, 2012, that the Mayor and Clerk as hereby authorized to sign the attached Inter-local Services Agreement (September 1, 2012 through December 31, 2012).

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

  
\_\_\_\_\_  
Deputy Mayor James Ayres

Attest:

  
\_\_\_\_\_  
Sarah Wooding, RMC  
Township Clerk

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

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

## Inter-Local Agreement For the Provision of Animal Control services

This Agreement made this 1 day of September, 2012, 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 Borough of Palmyra, a Municipal Corporation with Principal offices at 20 West Broad St, Palmyra NJ 08065, New Jersey, hereinafter called "Palmyra," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Palmyra.

This Agreement shall be for a 3 month term commencing on September 1, 2012, and ending December 31, 2012. 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 Palmyra 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.

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### Coverage:

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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. Palmyra 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 Palmyra, the cost of required veterinarian care shall be the responsibility of Palmyra.

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:**

Palmyra shall pay a fee of \$3200.00 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.

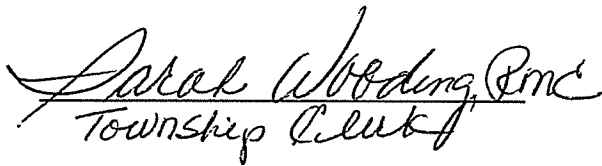
Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Palmyra, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out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

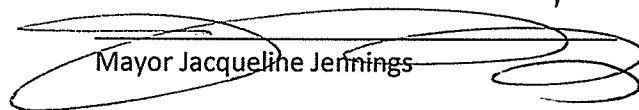
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

  
Township Clerk

  
Mayor Jacqueline Jennings

Attest:

Borough of Palmyra

\_\_\_\_\_

\_\_\_\_\_  
Mayor Karen Scheffler

cc: fin

RESOLUTION NO. 2012--- 148

**AUTHORIZING THE APPROVAL OF VOUCHERS FOR PAYMENT AND RATIFICATION**

WHEREAS, Willingboro township Council received the August, 2012, 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 4th day of September 2012, 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.

*James E. Ayer*  
Deputy Mayor James Ayer

Attest:

*Sarah Wooding*  
Sarah Wooding, RMC  
Township Clerk

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

Yes	No	Abstain	Absent
✓			
✓			
✓			
✓			
			✓

cc: Jen

**RESOLUTION NO. 2012--149**

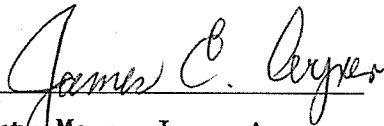
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

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

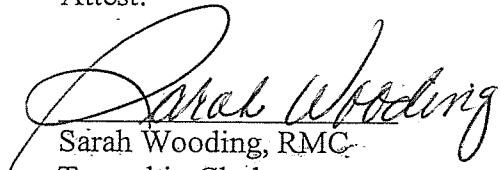
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th. day of September 2012, that refunds be made as per the attached schedule; and

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

  
Deputy Mayor James Ayres

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

cc: Rick  
R&V  
Landberg Cos

**Resolution No. 2012---150**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO**  
**AWARDING A BID FOR**  
**REMOVAL AND REPLACEMENT OF STORM INLETS & CATCH BASINS**  
**(PHASE III)**

**WHEREAS**, on August 1, 2012, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the Removal & Replacement of Storm Inlets & Catch Basins (Phase III); and

**WHEREAS**, bids were received, opened and read in public on Wednesday, August 15, 2012; and

**WHEREAS**, the Township's Engineer reviewed the bids from Landberg Construction, LLC; T&W Construction Co.; Spencer V. Maussner, Inc., and South State, Inc.; and

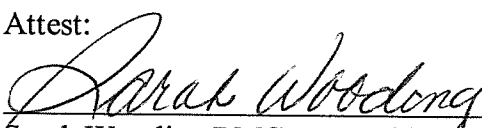
**WHEREAS**, the Township's Engineer determined that Landberg Construction LLC, 466 Clarkstown Road, Mays Landing, New Jersey 08330 had the lowest bid and met the all qualifications required by the bid specifications for the removal and replacement of Storm Inlets & Catch Basins (Phase III); and

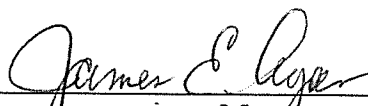
**WHEREAS**, Local Public Contracts Law, N.J.S.A. 40:11-1, et seq., mandates that the Township award the contract to the lowest responsible bidder; and

**WHEREAS**, the Township Council has upon its consideration and review determined that Landberg Construction LLC, is the responsible lowest bidder, and therefore, it is in the best interest of the Township to accept the bid of Landberg Construction, LLC, 466 Clarkstown Road, Mays Landing, New Jersey 08330, in the amount of \$289,232.25.

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of September 2012, hereby accepts the bid of Landberg Construction, LLC 466 Clarkstown Road, Mays Landing, New Jersey 08330 for the removal and replacement of Storm Inlets & Catch Basins (Phase III) that the bid be spread upon the minutes of this meeting.

Attest:  
  
Sarah Wooding, RMC- Township Clerk

  
Deputy Mayor James Ayer

TOWNSHIP OF WILLINGBORO


Interoffice Memorandum

August 30, 2012

TO: Ms. Joanne Diggs  
Township Manager

FROM: Mr. Rich Brevogel  
Director of Public Works

Reference: BID: The Removal and Replacement of Storm Sewer Inlets / Catch Basins  
Phase 3. (Buckingham and Somerset Park Street Style Inlets)

  
Ms. Diggs,

I recommend that the engineer move forward with developing the bid documents for phase 3 of the replacement of the City Style Inlets in Buckingham and Somerset Park. The engineer estimate for the project is attached. Funding would be from the following Capital Accounts:

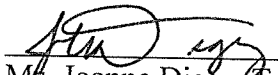
- C-04-55-910-000-008      \$289,232.25

Please let me know if I can be of anymore assistance.

Sincerely,

Richard Brevogel  
Director of Public Works

Approved:

  
Ms. Joanne Diggs, Township Manager

# 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 Dillenhofer, 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 Jamaica 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)

August 22, 2012

Ms. Joanne Diggs, Township Manager  
Township of Willingboro  
One Salem Road  
Willingboro, NJ 08046

Re: Township of Willingboro  
Removal & Replacement of Storm Inlets & Catch Basins (Phase III)  
Our File #0338-T-112

Dear Ms. Diggs:

We have tabulated the bids received on August 15, 2012, regarding the above-referenced project. The project consists of removing and replacing storm sewer inlets and associated reinforced concrete culvert pipe at various locations throughout the Township of Willingboro, Burlington County, New Jersey.

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

It appears that the lowest responsible bidder is Landberg Construction LLC, 466 Clarkstown Road, Mays Landing, New Jersey 08330, with a bid amount of \$289,232.25, representing Items 1 through 30 of the Base Bid.

In accordance with Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Landberg Construction LLC, 466 Clarkstown Road, Mays Landing, New Jersey 08330, in the amount of \$289,232.25.


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

Page 2  
Township of Willingboro  
August 22, 2012

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

Sincerely,

**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**



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

KWB/kn

Enclosures

cc: Mayor & Council c/o Sarah Wooding, Township Clerk  
Richard Brevogel, Director of Public Works  
Michael Armstrong, Township Solicitor  
Raymond D. Longmore, RVA  
Hasson Shipman, RVA  
Sean Brigandi, RVA



**REMINGTON, VERNICK & ARANGO ENGINEERS**  
**BID TABULATION**

R  
V  
A

PROJECT NAME:  
 REMOVAL & REPLACEMENT OF STORM INLETS & CATCH BASINS (PHASE III)  
 PROJECT NUMBER:  
 0338T112

CLIENT:  
 TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS	Landberg Construction LLC		T&W Construction Co. LLC		Spencer V. Mausner, Inc.		South State, Inc.	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	BREAKAWAY BARRICADES, IF & WHERE DIRECTED	10 UN	\$0.01	\$0.10	\$9.00	\$90.00	\$0.01	\$0.10	\$0.01	\$0.10
2	DRUMS, IF & WHERE DIRECTED	50 UN	\$0.01	\$0.50	\$9.00	\$450.00	\$0.01	\$0.50	\$0.01	\$0.50
3	TRAFFIC CONES, IF & WHERE DIRECTED	50 UN	\$0.01	\$0.50	\$9.00	\$450.00	\$0.01	\$0.50	\$0.01	\$0.50
4	CONSTRUCTION SIGNS, IF & WHERE DIRECTED	250 SF	\$10.00	\$2,500.00	\$3.35	\$837.50	\$0.01	\$2.50	\$8.00	\$1,500.00
5	TRAFFIC DIRECTORS, FLAGGERS, IF & WHERE DIRECTED	240 MH	\$55.58	\$13,339.20	\$55.58	\$13,339.20	\$55.58	\$13,339.20	\$55.58	\$13,339.20
6	EXCAVATION, UNCLASSIFIED	295 CY	\$10.00	\$2,950.00	\$45.55	\$13,437.25	\$0.01	\$2.95	\$20.00	\$5,900.00
7	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	300 SY	\$6.00	\$1,800.00	\$4.70	\$1,410.00	\$15.00	\$4,500.00	\$25.00	\$7,500.00
8	HOT MIX ASPHALT 19 M 64 BASE COURSE, 6" THICK	115 TON	\$150.00	\$17,250.00	\$68.65	\$6,744.75	\$80.00	\$9,200.00	\$110.00	\$12,650.00
9	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	155 TON	\$110.00	\$17,050.00	\$170.00	\$26,350.00	\$120.00	\$18,600.00	\$200.00	\$31,000.00
10	MILLING, 3" OR LESS	1235 SY	\$6.00	\$7,410.00	\$20.90	\$25,811.50	\$15.00	\$18,525.00	\$20.00	\$24,700.00
11	TACK COAT	195 GAL	\$0.01	\$1.95	\$1.00	\$195.00	\$0.01	\$1.95	\$0.01	\$1.95
12	15" REINFORCED CONCRETE PIPE, CLASS III	86 LF	\$80.00	\$6,880.00	\$86.40	\$7,430.40	\$100.00	\$8,600.00	\$40.00	\$3,440.00
13	18" REINFORCED CONCRETE PIPE, CLASS III	74 LF	\$85.00	\$6,250.00	\$63.80	\$4,721.20	\$105.00	\$7,770.00	\$40.00	\$2,960.00
14	21" REINFORCED CONCRETE PIPE, CLASS III	50 LF	\$80.00	\$4,000.00	\$88.60	\$4,430.00	\$110.00	\$5,500.00	\$45.00	\$2,250.00
15	24" REINFORCED CONCRETE PIPE, CLASS III	42 LF	\$110.00	\$4,620.00	\$107.00	\$4,494.00	\$120.00	\$5,040.00	\$45.00	\$1,890.00

**REMINGTON, VERNICK & ARANGO ENGINEERS**  
**BID TABULATION**

PROJECT NAME: REMOVAL & REPLACEMENT OF STORM INLETS & CATCH BASINS (PHASE III)  
 PROJECT NUMBER: 0338T112  
 CLIENT: TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS	Landberg Construction LLC		T&W Construction Co. LLC		Spencer V. Maussner, Inc.		South State, Inc.	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
16	36" REINFORCED CONCRETE PIPE, CLASS V	41 LF	\$180.00	\$7,380.00	\$182.90	\$6,678.90	\$175.00	\$7,175.00	\$60.00	\$2,460.00
17	48" REINFORCED CONCRETE PIPE, CLASS V	66 LF	\$200.00	\$13,200.00	\$269.60	\$17,793.60	\$225.00	\$14,850.00	\$60.00	\$3,960.00
18	INLET, TYPE "B" (0-6' DEPTH), 6" CAMPBELL FOUNDRY "P-ECO", OR APPROVED EQUAL	8 UN	\$5,500.00	\$44,000.00	\$5,480.00	\$43,920.00	\$8,000.00	\$64,000.00	\$10,000.00	\$80,000.00
19	INLET, TYPE "DOUBLE B" (0-6' DEPTH), 6" CAMPBELL FOUNDRY "P-ECO", OR APPROVED EQUAL	8 UN	\$7,500.00	\$60,000.00	\$7,550.00	\$60,400.00	\$10,000.00	\$80,000.00	\$12,000.00	\$96,000.00
20	INLET, TYPE "DOUBLE B" (6-8' DEPTH), 6" CAMPBELL FOUNDRY "P-ECO", OR APPROVED EQUAL	1 UN	\$11,000.00	\$11,000.00	\$7,875.00	\$7,875.00	\$11,000.00	\$11,000.00	\$17,000.00	\$17,000.00
21	INLET, TYPE "B" (8-10' DEPTH), 6" CAMPBELL FOUNDRY "P-ECO", OR APPROVED EQUAL	1 UN	\$11,000.00	\$11,000.00	\$5,465.00	\$5,465.00	\$9,000.00	\$9,000.00	\$19,000.00	\$19,000.00
22	INLET, TYPE "B" (12-14' DEPTH), 6" CAMPBELL FOUNDRY "P-ECO", OR APPROVED EQUAL	1 UN	\$17,000.00	\$17,000.00	\$5,960.00	\$5,960.00	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00
23	MONOLITHIC CONCRETE ROLLED CURB AND GUTTER	630 LF	\$30.00	\$18,900.00	\$44.50	\$28,035.00	\$60.00	\$37,800.00	\$56.00	\$35,280.00
24	CONCRETE SIDEWALK, 4" THICK	150 SY	\$80.00	\$12,000.00	\$70.75	\$10,612.50	\$75.00	\$11,250.00	\$50.00	\$7,500.00
25	YELLOW CURB PAINT	40 LF	\$4.00	\$160.00	\$1.00	\$40.00	\$15.00	\$600.00	\$3.00	\$120.00

**REMINGTON, VERNICK & ARANGO ENGINEERS**  
**BID TABULATION**

R  
V  
A

PROJECT NAME: REMOVAL & REPLACEMENT OF STORM INLETS & CATCH BASINS (PHASE II)  
 PROJECT NUMBER: 0338T112

CLIENT: TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	TOTAL
26	TOPSOILING, 4" THICK	375 SY	\$6.00	\$2,250.00
27	FERTILIZING AND SEEDING, TYPE A-3	375 SY	\$1.00	\$375.00
28	STRAW MULCHING	375 SY	\$1.00	\$375.00
29	SOIL AGGREGATE 1-13, IF & WHERE DIRECTED	150 CY	\$10.00	\$1,500.00
30	DEWATERING INLET, IF & WHERE DIRECTED	1 LS	\$6,000.00	\$6,000.00
<b>TOTAL BASE BID COST</b>				<b>\$289,232.25</b>

T&W Construction Co. LLC 3345 Delsea Drive Franklinville, NJ 08322 Phone: 856-694-1327 Fax: 856-694-1328		UNITS PRICE	TOTAL
		\$12.40	\$4,650.00
		\$4.35	\$1,631.25
		\$2.00	\$750.00
		\$20.00	\$3,000.00
		\$1,115.00	\$1,115.00
			<b>\$308,117.05</b>

Spencer V. Maussner, Inc. 524 Woodland Avenue Haddonfield, NJ 08033 Phone: 856-429-5400 Fax: 856-429-5401		UNITS PRICE	TOTAL
		\$4.00	\$1,500.00
		\$2.00	\$750.00
		\$2.00	\$750.00
		\$25.00	\$3,750.00
		\$15,000.00	\$15,000.00
			<b>\$368,507.70</b>

South State, Inc. 202 Reeves Road Bridgeton, NJ 08302 Phone: 856-451-5300 Fax: 856-455-3461		UNITS PRICE	TOTAL
		\$10.00	\$3,750.00
		\$2.00	\$750.00
		\$2.00	\$750.00
		\$5.00	\$750.00
		\$500.00	\$500.00
			<b>\$396,952.25</b>

## Sarah Wooding

---

**From:** Sarah Wooding <[swooding@willingborotwp.org](mailto:swooding@willingborotwp.org)>  
**Sent:** Wednesday, August 22, 2012 5:07 PM  
**To:** c bowie ([chb@armstronglawfirm.com](mailto:chb@armstronglawfirm.com))  
**Cc:** Michael A. Armstrong ([maa@armstronglawfirm.com](mailto:maa@armstronglawfirm.com))  
**Subject:** FW: Recommendation to Award - Removal & Replacement of Storm Inlets & Catch Basins (Phase III)  
**Attachments:** Recommendation of Award.pdf; \_Certification\_.htm

FYI from Remington & Vernick. I believe this will require a resol. for the Sept. meeting.  
Thanks.

**From:** [Kathleen.Niemann@rve.com](mailto:Kathleen.Niemann@rve.com) [<mailto:Kathleen.Niemann@rve.com>]  
**Sent:** Wednesday, August 22, 2012 3:36 PM  
**To:** [JDiggs@willingborotwp.org](mailto:JDiggs@willingborotwp.org); [rbrevogel@willingborotwp.org](mailto:rbrevogel@willingborotwp.org); [swooding@willingborotwp.org](mailto:swooding@willingborotwp.org)  
**Cc:** [Wendell\\_Bibbs/rve@rve.com](mailto:Wendell_Bibbs/rve@rve.com)  
**Subject:** Recommendation to Award - Removal & Replacement of Storm Inlets & Catch Basins (Phase III)

Greetings everyone.

Attached please find the Recommendation to Award letter, along with the bid tabulation, for the referenced project, forwarded to you by the request of Wendell Bibbs.

Regards,

*Kathleen Niemann*

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

"Disclaimer: This message is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential, proprietary, or exempt from disclosure under applicable law. If you are not the intended recipient or the person responsible for delivering the message to the intended recipient, you are strictly prohibited from disclosing, distributing, copying, or in any way using this message. If you have received this communication in error, please notify the sender and destroy and delete any copies you may have received."

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



# 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**

September 10, 2012

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

Re: Awarding a Bid for Removal and Replacement of Storm Inlets & Catch Basins (Phase III)

Dear Sir or Madam;

Enclosed please find a copy of Resolution 2012-150 that was adopted by Willingboro Township Council on **September 4, 2012**, regarding the above subject matter.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,



Sarah Wooding, RMC  
Township Clerk

/ccm  
Encl.

cc:  
Richard Brevogel – Dir. of Public Works  
K. Wendell Bibbs – Remington & Vernick

9/14/12  
Needs letter to.  
① Rich  
② R+V  
③ Landberg Const.

**Resolution No. 2012---150**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO**  
**AWARDING A BID FOR**  
**REMOVAL AND REPLACEMENT OF STORM INLETS & CATCH BASINS**  
**(PHASE III)**

**WHEREAS**, on August 1, 2012, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the Removal & Replacement of Storm Inlets & Catch Basins (Phase III); and

**WHEREAS**, bids were received, opened and read in public on Wednesday, August 15, 2012; and

**WHEREAS**, the Township's Engineer reviewed the bids from Landberg Construction, LLC; T&W Construction Co.; Spencer V. Maussner, Inc., and South State, Inc.; and

**WHEREAS**, the Township's Engineer determined that Landberg Construction LLC, 466 Clarkstown Road, Mays Landing, New Jersey 08330 had the lowest bid and met the all qualifications required by the bid specifications for the removal and replacement of Storm Inlets & Catch Basins (Phase III); and

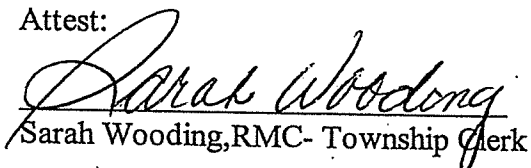
**WHEREAS**, Local Public Contracts Law, N.J.S.A. 40:11-1, et seq., mandates that the Township award the contract to the lowest responsible bidder; and

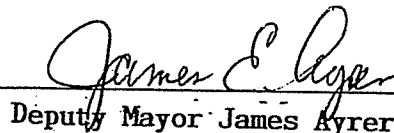
**WHEREAS**, the Township Council has upon its consideration and review determined that Landberg Construction LLC, is the responsible lowest bidder, and therefore, it is in the best interest of the Township to accept the bid of Landberg Construction, LLC, 466 Clarkstown Road, Mays Landing, New Jersey 08330, in the amount of \$289,232.25.

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of September 2012, hereby accepts the bid of Landberg Construction, LLC 466 Clarkstown Road, Mays Landing, New Jersey 08330 for the removal and replacement of Storm Inlets & Catch Basins (Phase III) that the bid be spread upon the minutes of this meeting.

Attest:

  
Sarah Wooding, RMC- Township Clerk

  
Deputy Mayor James Ayer

Certification Of Availability of Funds

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

Resolution Date: 09/04/12  
Resolution Number: 2012-150

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

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

Account Number	Amount	Department Description
C-04-55-910-000-008	289,232.25	2010 CAPITAL ORDINANCE
Total	289,232.25	

Only amounts for the 2012 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

NOT NEEDED

RESOLUTION NO. 2012---151

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 4th day of September, 2012 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 an unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- \_\_\_\_\_ 4. Any Collective Bargaining Agreement or the terms proposed for inclusion in any Collective Bargain negotiation of the terms and conditions thereof with employees.
- \_\_\_\_\_ 5. Any matter involving the purchase, lease or acquisition of funds, the setting of banking rates or investment of funds that adversely affect the public interest if discussions of such matters are held.
- \_\_\_\_\_ 6. Any tactics and techniques utilized in protecting the safety of the public and any investigations of violations or possible causes of such violations.
- \_\_\_\_\_ 7. Any pending or anticipated litigation or contract negotiation in which the 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.

*Request  
PLS  
mail out  
this  
copy  
9/5/12*



cc: IQM2  
B.L.

**Resolution no. 2012- 152**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH IQM2, INC., FOR MEETING MANAGEMENT COMPUTER SOFTWARE**

**WHEREAS**, the Township of Willingboro has a need to acquire meeting management software; and

**WHEREAS**, the Township has decided to accept the proposal of IQM2, Inc. of 90 -D Raynor Avenue, Ronkonkoma, New York 11779 to provide meeting management software for the amount of \$800.00 per month, in accordance with the attached agreement; and

**WHEREAS**, the IQM2 software is a proprietary computer software; and

**WHEREAS**, N.J.S.A. 40A:11-5(dd) authorizes the Township to negotiate and award contracts for the provision or performance of goods or services for the support of proprietary computer hardware and software without public advertising for bids; and

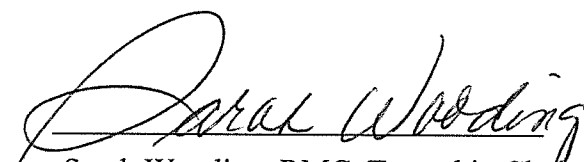
**WHEREAS**, the anticipated term of this contract is one (1) year and may be extended, up to two (2) times as authorized and approved by this governing body; and

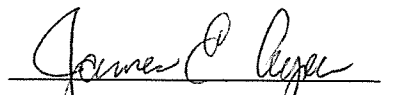
**WHEREAS**, this is a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, the IQM2, Inc., has completed and submitted a Business Entity Disclosure Certification which certifies that IQM2, Inc., has not made any reportable contributions to a political or candidate committee in the Township of Willingboro in the previous one year, and that the contract will prohibit the IQM2, Inc., from making any reportable contributions through the term of the contract; 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 4<sup>th</sup> day of September, 2012 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with IQM2, Inc., 90 -D Raynor Avenue, Ronkonkoma, New York 11779 for Meeting management software that is consistent with this resolution for a term of one (1) year.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be provided to IQM2, Inc. for its information and attention.

  
Sarah Wooding, RMC, Township Clerk

  
Deputy Mayor James Ayres

**Recorded Vote**

Councilman Anderson  
Councilman Campbell  
Councilman Gordon  
Deputy Mayor Ayrer  
Mayor Jennings

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

Done



# 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**

September 21, 2012

Daryl Blowes, C.E.O.  
IQM2, Inc.  
90-D Raynor Avenue  
Ronkonkoma, New York 11779

Re: Willingboro Townships Resolution 2012-152, Authorizing the Award of a Contract with IQM2, Inc., for Meeting Management Computer Software

Dear Mr. Blowes;

Enclosed please find a fully executed copy of the contract along with a copy of Resolution 2012-152 that was adopted by Willingboro Township Council on **September 4, 2012**, regarding the above subject matter.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

*Sarah Wooding*  
Sarah Wooding, RMC  
Township Clerk

/ccm  
Enclosure

cc: IQM2  
B.L.

**Resolution no. 2012- 152**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH IQM2, INC., FOR MEETING MANAGEMENT COMPUTER SOFTWARE**

**WHEREAS**, the Township of Willingboro has a need to acquire meeting management software; and

**WHEREAS**, the Township has decided to accept the proposal of IQM2, Inc. of 90 -D Raynor Avenue, Ronkonkoma, New York 11779 to provide meeting management software for the amount of \$800.00 per month, in accordance with the attached agreement; and

**WHEREAS**, the IQM2 software is a proprietary computer software; and

**WHEREAS**, N.J.S.A. 40A:11-5(dd) authorizes the Township to negotiate and award contracts for the provision or performance of goods or services for the support of proprietary computer hardware and software without public advertising for bids; and

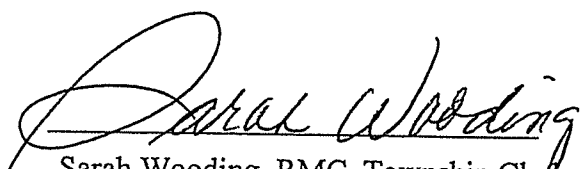
**WHEREAS**, the anticipated term of this contract is one (1) year and may be extended, up to two (2) times as authorized and approved by this governing body; and

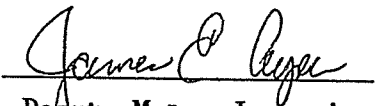
**WHEREAS**, this is a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, the IQM2, Inc., has completed and submitted a Business Entity Disclosure Certification which certifies that IQM2, Inc., has not made any reportable contributions to a political or candidate committee in the Township of Willingboro in the previous one year, and that the contract will prohibit the IQM2, Inc., from making any reportable contributions through the term of the contract; 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 4<sup>th</sup> day of September, 2012 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with IQM2, Inc., 90 -D Raynor Avenue, Ronkonkoma, New York 11779 for Meeting management software that is consistent with this resolution for a term of one (1) year.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be provided to IQM2, Inc. for its information and attention.

  
Sarah Wooding, RMC, Township Clerk

  
Deputy Mayor James Ayres

cc: [unclear]



INTELLIGENT MEETING  
MANAGEMENT

## Meeting Management Software

**Township of Willingboro, NJ**

Submitted By:

**Rob Hoefler**  
Regional Executive

**IQM2 Inc.**  
90-D Raynor Avenue  
Ronkonkoma, NY 11779  
(631) 619-2017

9/1/2012

## IQM2, Inc. Terms, Conditions and Pricing for Township of Willingboro, NJ

**IMPORTANT NOTICE TO USER:** IQM2, Inc. owns all intellectual property in the MinuteTraq, MediaTraq and E-Boardroom software "Software". You shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of New York.

**2. Software License.** This software program and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by IQM2 as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses.

### 3. Continued Services

**3.1 Updates and Renewals.** If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by IQM2. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by IQM2.

**3.2 Service Level Agreement "SLA".** Technical support is available twenty-four (24) hours per day, seven (7) days per week for the term of this Agreement. IQM2 policy requires a response from a support staff member within 60 minutes which will result (if necessary) in a formal submission of a case #. Client will be notified of estimated resolution schedule.

**3.3 Hosting.** IQM2 agrees to maintain customer data in a Tier-2 datacenter and is committed to providing 99.9% uptime and availability. IQM2 will perform nightly backups of your hosted data to an alternate physical location.

**3.4 Ownership of Data.** All hosted data belongs to the customer. At the request of the customer IQM2 will provide a backup of all database information and files through a downloadable backup or DVD. IQM2 agrees to provide this service without charge at least once per year.

### 4. Payment Terms & Fees

**4.1 Billing Procedures.** SaaS Services of **\$800 per month** billing will begin upon delivery of software, usernames and passwords. Each subsequent payment will occur on the 1<sup>st</sup> of each month. IQM2 reserves the right to charge a 5% cost of living per year. Payment Terms are **NET 30 Days**. This agreement can be terminated at any time with **30 days** prior written notice.

**4.2 Travel Expenses.** Travel expenses are not included and will be invoiced separately.

**4.3 Hardware.** IQM2 does not warranty any hardware. Hardware warranty is through manufacturer repair or replacement only.

**5. Limitation of Liability.** In no event will IQM2 be liable to you for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if an IQM2 representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. IQM2's aggregate liability shall be limited to the amount contracted for the software, if any.

### 6. Pricing Structure:

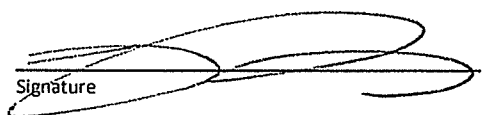
SKU #	Description	Monthly SaaS	One Time
20-103	MinuteTraq - Unlimited - Monthly Subscription & Hosting	\$800 / mo	
10-002	Professional Services - Remote Training		Included
<b>Total - Monthly SaaS</b>		<b>\$800 / mo</b>	

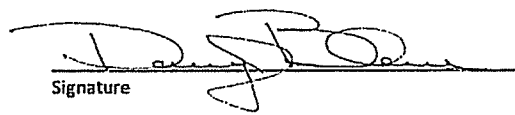
**7. Electronic Payment Discount:** IQM2 offers an optional 2% discount on all services that can be electronically paid through credit card. By submitting your credit card information here you agree to allow IQM2 to charge your monthly SaaS fee (less 2% discount) of **\$784 / mo** in accordance to our regular payment terms.

Type	Card #	Name on Card	Expires
Billing Address (Street, City, State, Zip)			Security Code

Township of Willingboro, NJ

IQM2, Inc.

  
Signature

  
Signature

MAYOR  
Printed Name, Title

Daryl Blowes, CEO  
Printed Name, Title

Date: 9/18/2012

Date: 9/1/2012

## 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)**  
 EQM2 INC

**Business name, if different from above**

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.)**  
 90-12 Bayview Avenue

**City, state, and ZIP code**  
 Rockton, NY 11779

**Requester's name and address (optional)**

**List account number(s) here (optional)**

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

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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
2613507522

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:

1. 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
2. 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
3. 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** ▶ *Erin Kennedy*      **Date** ▶ 8/16/12

**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
3. 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,



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



# TOWNSHIP OF WILLINGBORO

**COPY**

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

September 10, 2012

Robert Hoefler  
IQM2, Inc.  
90-D Raynor Avenue  
Ronkonkoma, New York 11779

Re: Award of a Contract with IQM2, Inc., for Meeting Management Computer Software

Dear Sir or Madam;

Enclosed please find a copy of Resolution 2012-152 that was adopted by Willingboro Township Council on **September 4, 2012**, regarding the above subject matter.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Encl.

cc:

**Resolution no. 2012- 152**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH IQM2, INC., FOR MEETING MANAGEMENT COMPUTER SOFTWARE**

**WHEREAS**, the Township of Willingboro has a need to acquire meeting management software; and

**WHEREAS**, the Township has decided to accept the proposal of IQM2, Inc. of 90 -D Raynor Avenue, Ronkonkoma, New York 11779 to provide meeting management software for the amount of \$800.00 per month, in accordance with the attached agreement; and

**WHEREAS**, the IQM2 software is a proprietary computer software; and

**WHEREAS**, N.J.S.A. 40A:11-5(dd) authorizes the Township to negotiate and award contracts for the provision or performance of goods or services for the support of proprietary computer hardware and software without public advertising for bids; and

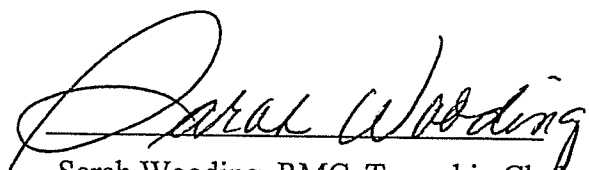
**WHEREAS**, the anticipated term of this contract is one (1) year and may be extended, up to two (2) times as authorized and approved by this governing body; and

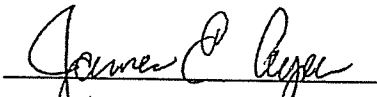
**WHEREAS**, this is a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, the IQM2, Inc., has completed and submitted a Business Entity Disclosure Certification which certifies that IQM2, Inc., has not made any reportable contributions to a political or candidate committee in the Township of Willingboro in the previous one year, and that the contract will prohibit the IQM2, Inc., from making any reportable contributions through the term of the contract; 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 4<sup>th</sup> day of September, 2012 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with IQM2, Inc., 90 -D Raynor Avenue, Ronkonkoma, New York 11779 for Meeting management software that is consistent with this resolution for a term of one (1) year.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be provided to IQM2, Inc. for its information and attention.

  
Sarah Wooding, RMC, Township Clerk

  
Deputy Mayor James Ayer

cc: Monica  
Project Mgr  
Pattay

**RESOLUTION NO 2012—153  
AUTHORIZING CHANGE ORDER NO. 1  
NSP PROJECT—18 FLINTROCK LANE**

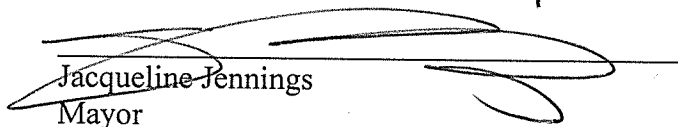
WHEREAS, Willingboro Township Council, by Resolution No. 2012—93 awarded a bid to MD Remodeling, LLC, 1531 Victory Avenue, Cecil, New Jersey 08094 in the amount of \$88,667.00 as per the recommendation of CGP&H in their letter dated 12<sup>th</sup>, June 2012; and

WHEREAS, the Rehabilitation Project Manager has submitted paperwork for Change Order No. 1, which indicated additional cost of \$2,283.00 (based on work change) for an Adjusted Contract Amount of \$90,950.00 as per the Rehabilitation Program Manager's memo received August 14, 2012; and

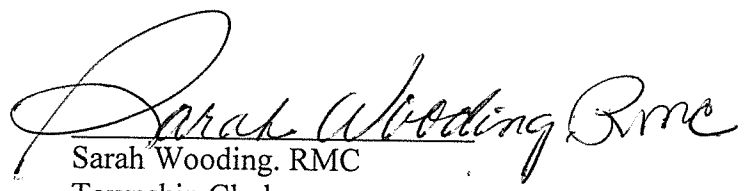
WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18<sup>th</sup>, September 2012, that the original total bid price be adjusted as indicated above and the change order be approved.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director and Rehabilitation Project Manager for their information.

  
Jacqueline Jennings  
Mayor

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

Certification Of Availability of Funds

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

Resolution Date: 09/12/12  
Resolution Number: 2012-153

Vendor: MDREMODE M.D. REMOLDING, LLC  
1531 VICTORY AVE  
CECIL, NJ 08094

Contract: C2-00004 NSP REHAB/18 FLINTROCK LANE

Account Number	Amount	Department Description
C-04-55-909-000-013	527.42	2009 CAPITAL BUDGET
C-04-55-909-200-008	1,644.58	2009 CAPITAL BUDGET
G-01-41-873-000-001	111.00	Neighborhood Stabilization Grant
Total	2,283.00	

Only amounts for the 2012 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

**WILLINGBORO TOWNSHIP  
HOUSING REHABILITATION PROGRAM**

**CHANGE ORDER AUTHORIZATION**

Case No. 18 Flintrock Lane

Contractor: MD Remodeling, LLC  
1531 Victory Avenue, Cecil NJ 08094

**DESCRIPTION OF WORK – CHANGE ORDER #1**

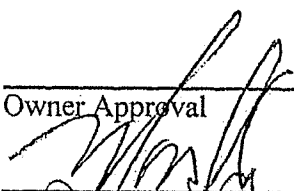
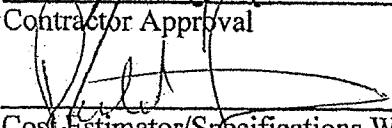
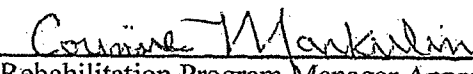
1. Repair and or replace the structural framing components that were removed or installed incorrectly at all window rough openings by the previous contractor. Resize rough openings to accept new construction windows.

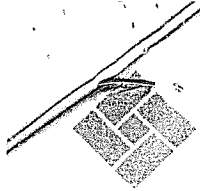
\$ 88,667.00 Original Contract Price

\$ 0.00 Total of Previous Change Orders

\$ 2,283.00 (+) This Change Order Amount

\$ 90,950.00 Revised Contract Price

Owner Approval	Date
	8/13/12
Contractor Approval	Date
	8-14-12
Cost Estimator/Specifications Writer Approval	Date
	8/14/12
Rehabilitation Program Manager Approval	Date



**CGP&H**

Community Grants, Planning & Housing  
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CGP&H, Inc. - Dept. of Community Development  
www.cgp.net 800.331.1000 Fax 609.398.1000

COPY

June 8, 2012

Mayor and Council of the Township of Willingboro

Township of Willingboro  
1 Salem Road  
Willingboro, NJ 08046

Re: Results of the May 9, 2012 Bid Opening for NSP rehabilitation job at 18 Flintrock

Dear Mayor and Council of Willingboro Township;

The replacement contractor work was placed out to bid. Bids were opened on May 9, 2012 and reviewed subsequent to the bid opening. Duane Wallace, Construction Official, reviewed the public bid portion of bid packages. Rick Panizzi, program inspector, reviewed the bid prices, product specifications and contractor general qualifications. See attached letter from Duane Wallace, bid review sheet prepared by Rick Panizzi and bid tabulation sheet.

It is both the Township and CGP&H recommendation to award the job to the lowest bidder, M.D. Remodeling for a total job award of \$88,667.00.

Sincerely,

Corinne Markulin  
CGP&H on behalf of Willingboro Neighborhood Stabilization Program.

WILLINGBORO TOWNSHIP  
HOUSING REHABILITATION PROGRAM

CHANGE ORDER AUTHORIZATION

Case No. 18 Flintrock Lane

Contractor: MD Remodeling, LLC  
1531 Victory Avenue, Cecil NJ 08094

DESCRIPTION OF WORK - CHANGE ORDER #1

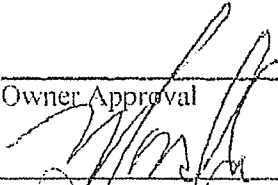
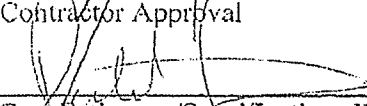
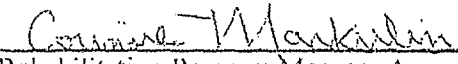
1. Repair and or replace the structural framing components that were removed or installed incorrectly at all window rough openings by the previous contractor. Resize rough openings to accept new construction windows.

\$ 88,667.00 Original Contract Price

\$ 0.00 Total of Previous Change Orders

\$ 2,283.00 (+) This Change Order Amount

\$ 90,950.00 Revised Contract Price

Owner Approval	Date
	8/13/12
Contractor Approval	Date
	8-14-12
Cost Estimator/Specifications Writer Approval	Date
	8/14/12
Rehabilitation Program Manager Approval	Date



TOWNSHIP OF WILLINGBORO  
RESOLUTION NO. 2012 - 93

A RESOLUTION AWARDING A BID FOR  
REHABILITATION OF 18 FLINTROCK LANE, WILLINGBORO  
(Neighborhood Stabilization Program)

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the above referenced project; and

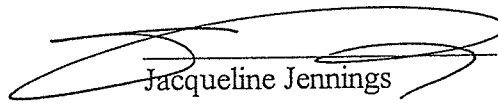
WHEREAS, bids have been received, opened and read in public on May 9, 2012; and


WHEREAS, it appears to be in the best interest of the Township to accept the bid of MD Remodeling, Inc. of 1531 Victory Ave., Cecil, NJ 08094, in the amount of \$88,667.00 as per the recommendation of CGP&H's letter dated June 8, 2012 and Construction Official Duane Wallace's letter dated June 6, 2012; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 19<sup>th</sup> day of June, 2012, that the bid be accepted.

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

  
Jacqueline Jennings  
Mayor

Attest:  
  
Sarah Wooding, RMC  
Township Clerk

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



# TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX*

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

*Willingboro, New Jersey 08046*

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

September 21, 2012

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

**REFERENCE:** Resolution No. 2012-153, Authorizing Change  
Order No. 1 NSP Project—18 Flintrock Lane

Dear Sir:

Enclosed is a fully executed copy of Resolution 2012-153, adopted by Willingboro Township Council on September 18, 2012.

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*

September 21, 2012

Corinne Markulin, Project Manager  
CGP&H  
569 Abbington Drive  
East Windsor, New Jersey 08520

**REFERENCE:** Resolution No. 2012-153, Authorizing Change  
Order No. 1 NSP Project—18 Flintrock Lane

Dear Ms. Markulin:

Enclosed is a fully executed copy of Resolution 2012-153, adopted by Willingboro Township Council on September 18, 2012.

Thank you.

Sincerely,

Sarah Wooding, RMC

Township Clerk

Enclosure: 1

RESOLUTION 2012--154

**A RESOLUTION AWARDED A BID FOR  
DEPARTMENT OF PUBLIC WORKS DUMP TRUCK BODY**

cc: Rich  
Fin  
Linda  
Vendo

**WHEREAS**, on August 3, 2012, the Township Council of the Township of Willingboro has requested that bids be submitted for the Department of Public Works Dump Truck Body, specifically a Dump Body with a Central Hydraulic System for Installation on 2012 International Model 7400 Cab and Chassis; and

**WHEREAS**, bids have been received, opened and read in public on August 22, 2012 ; and

**WHEREAS**, statute mandates that the Township award the contract to the lowest responsible bidder and the low bid may only be rejected when the bidder is determined to be not responsible or his or her bid is determined to be non-responsive; and

**WHEREAS**, the bid of the 5-7 Cubic Yard Dump Body with a Central Hydraulic System was reviewed by the Township's professionals including the Director of Public works who prepared the specifications, the Township Solicitor and Township Clerk ; and

**WHEREAS**, the Director of Public Works and the Solicitor determined failed to submit mandatory documentation required by the bid specifications, specifically, it failed to provide the technical specifications for the exception for the Force America Hydraulic System, which omission caused Dehart and Son's, 311 Crown Point Rd., Thorofare, NJ 08086 bid to be non-responsive to the bid specifications; and

**WHEREAS**, after the disqualification of Dehart and Son's bid, it has been determined that the next lowest responsive bidder is Dejana Truck Equipment of Greater Philadelphia; and

**WHEREAS**, the Director of Public Works reviewed the bid submitted by Dejana Truck Equipment of Greater Philadelphia and determined that the bid met the all qualifications required by the bid specification and have recommended that Dejana Truck Equipment of Greater Philadelphia has provided the lowest responsible bid; and

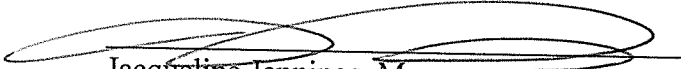
**WHEREAS**, the Township Council has upon its consideration and review determined that Dejana Truck Equipment of Greater Philadelphia, is the responsible lowest bidder and that it is in the best interest of the Township to accept the bid of Dejana Truck Equipment of Greater Philadelphia of 2502 Route 130 North, Cinnaminson, New Jersey 08077, in the amount of \$34,800.00.

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

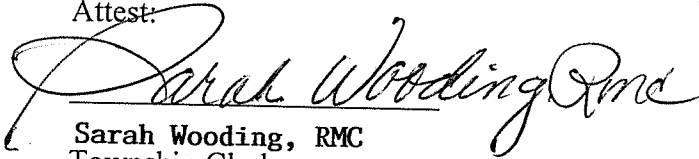
**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 18<sup>th</sup> day of September, 2012, hereby rejects the

bid of Dehart and Sons, 311 Crown Point Rd., Thorofare, NJ 08086  
; and

**BE IT FURTHER RESOLVED**, that the Township Council of the Township of Willingboro accepts the bid of Dejana Truck Equipment of Greater Philadelphia for the manufacture of the Department of Public Works Dump Body Truck; and that the bids be spread upon the minutes of this meeting.

  
Jacqueline Jennings, Mayor

Attest:



Sarah Wooding, RMC  
Township Clerk

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

Certification of Availability of Funds

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

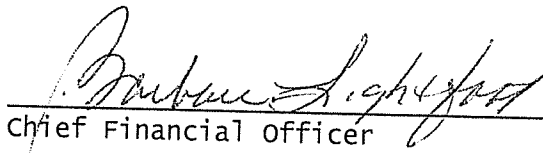
Resolution Date: 09/18/12  
Resolution Number: 2012-154

Vendor: DEJANA DEJANA TRUCK EQUIPMENT, INC  
2502 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077

Contract: C2-00012 Dejana- dump truck

Account Number	Amount	Department Description
C-04-55-910-000-006	34,800.00	2010 CAPITAL ORDINANCE
Total	34,800.00	

Only amounts for the 2012 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*

September 21, 2012

Dejana Truck Equipment of Greater Philadelphia  
2502 Route 130 North  
Cinnaminson, New Jersey 08077

**REFERENCE:** Resolution No. 2012-154, Awarding a Bid For  
Department of Public Works Dump Truck Body

Dear Sir:

Enclosed is a fully executed copy of Resolution 2012-154, adopted by Willingboro Township Council on September 18, 2012.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1

RESOLUTION 2012- 155

cc: Rich  
for  
Linda B  
Gov Deals

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

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

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

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

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


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

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

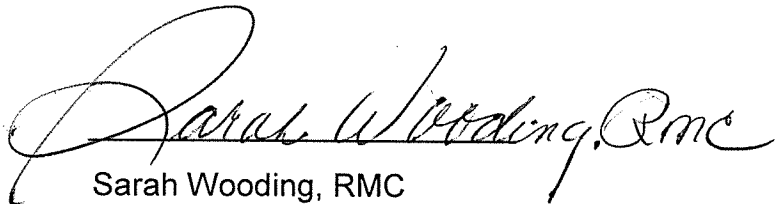


**NOW, THEREFORE BE IT RESOLVED** that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey assembled in public session the<date> authorizes GovDeals.com to provide auctioneering services from the sale of surplus property under State Contract Number A70967 pursuant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

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

  
Jacqueline Jennings  
Mayor

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

## ITEMS FOR AUTHORIZATION TO AUCTION ON GOVDEALS

1. 2005 Ford Crown Victoria V.I.N. # 2FAFP71W45X125602  
94,252 miles (Retired police car)
2. 2001 Ford Crown Victoria V.I.N. # 2FAFP71W31X125813  
141,543 miles (Retired police car)
3. 2000 Ford Crown Victoria V.I.N. # 2FAFP71WOYX203670  
88,500 miles (Retired police car)
4. 2005 Ford Crown Victoria V.I.N. # 2FAFP71W55X125608  
98,007 miles (Retired police car)
5. 2004 Ford Explorer V.I.N. # 1FMZU72K84UA65207  
100,660 miles (Retired police car)
6. 2003 Ford Explorer V.I.N. # 1FMZU72K73ZA65930  
Miles unknown (Retired police car)
7. 1975 3 axle Eager Beaver Trailer (No Title)
8. Single axle trailer (Age unknown)
9. Lot(s) of lockers from police station
10. Lot (s)of computers from police station
11. Lot(s) of miscellaneous building supplies and/or materials left over from complex remodel

## ITEMS FOR AUTHORIZATION TO AUCTION ON GOVDEALS

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# TOWNSHIP OF WILLINGBORO

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

September 21, 2012

GovDeals.com  
5913 Carmichael Place  
Montgomery, AL 36117

**REFERENCE:** Resolution No. 2012-155, Authorizing the Township of Willingboro to enter into a Contract with GovDeals.com for internet auctioneering Services to Sell Township Surplus Property—State Contract Number A790967

Dear Sir:

Enclosed is a fully executed copy of Resolution 2012-155, adopted by Willingboro Township Council on September 18, 2012.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1

RESOLUTION 2012- 155

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

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

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

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


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

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

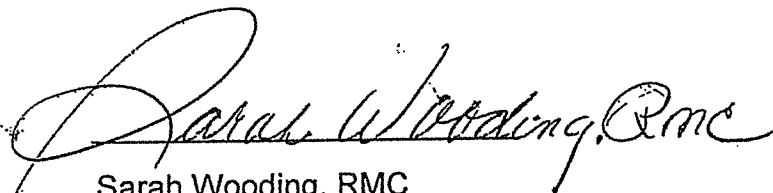
*WHEREAS*, the funds the Township of Willingboro receives from the sales of the surplus property will be posed as reserve for sale of municipal assets.

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

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

  
Jacqueline Jennings  
Mayor

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

## ITEMS FOR AUTHORIZATION TO AUCTION ON GOVDEALS

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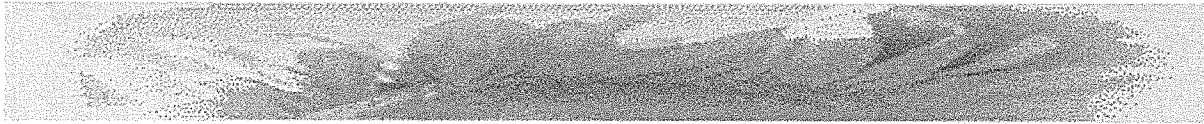
## Cerise Meisel

---

**From:** Cerise Meisel [cmeisel@willingborotwp.org]  
**Sent:** Thursday, September 20, 2012 2:25 PM  
**To:** Joanne Diggs ; 'Richard Brevogel'; Barbara Lightfoot ; Duane Wallace; Jill Cyrus ; Reva Foster ; Gregory Rucker ; Anthony Burnett  
**Subject:** FYI  
**Attachments:** 2012-155 govdeals 9-20-12.pdf

**Importance:** High

Tracking:	Recipient	Read
	Joanne Diggs	Read: 9/20/2012 2:59 PM
	'Richard Brevogel'	Read: 9/20/2012 2:51 PM
	Barbara Lightfoot	Read: 9/21/2012 8:51 AM
	Duane Wallace	Read: 9/24/2012 7:36 AM
	Jill Cyrus	
	Reva Foster	Read: 9/20/2012 3:11 PM
	Gregory Rucker	
	Anthony Burnett	



FYI,

As per Sarah please find attached a copy of Resolution 2012-155 Authorizing Willingboro to enter into a contract with Govdeals.com for Internet Auctioning Services to Sell Township Surplus Property- State contract Number A790967.

*Cerise Meisel*

Cerise Meisel  
Acting Deputy Township Clerk  
Township of Willingboro  
1 Rev. Dr. M. L. King Jr. Drive  
Willingboro, N.J. 08046-2853  
tel 609-877-2200 Ext. 1030  
fax 609-877-1278





**Cerise Meisel**

---

**From:** Justin Lamicella [jlamicella@willingborotwp.org]  
**Sent:** Monday, September 24, 2012 12:53 PM  
**To:** Cerise Meisel  
**Subject:** Re: FYI

Hi Cerise,

THANKS

Thanks again,

Justin L Lamicella, Sr., SCGREA, CTA

Appraisal Systems Inc.

811 Church Road Suite 209

Cherry Hill, NJ 08002

(P) 856 - 773 - 0835

(F) 856 - 486 - 1135

E - mail: [Justin.Lamicella@asinj.com](mailto:Justin.Lamicella@asinj.com)

On Sep 24, 2012, at 12:39 PM, "Cerise Meisel" <[cmeisel@willingborotwp.org](mailto:cmeisel@willingborotwp.org)> wrote:

<image001.jpg>

<image002.gif>

FYI,

As per Sarah please find attached a copy of Resolution 2012-155, Authorizing Willingboro to enter into a contract with [Govdeals.com](http://Govdeals.com) from Internet Auctioning Services to Sell Township Surplus Property-State Contract Number A790967.

*Cerise Meisel*

Cerise Meisel

TOWNSHIP OF WILLINGBORO

cc: Rich  
Rev  
Gen

Resolution No. 2012 - 156

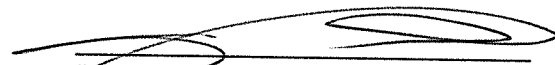
**A RESOLUTION REJECTING BIDS SUBMITTED FOR  
STORM SEWER SYSTEM REHABILITATION (PHASE 1)**

**WHEREAS**, the Township Council of the Township of Willingboro requested that bids be submitted for the Storm Sewer System Rehabilitation (Phase 1); and

**WHEREAS**, bids have been received, opened and read in public on September 7, 2012; and

**WHEREAS**, it appears to be in the best interest of the Township of Willingboro to reject the bids submitted – as per the Engineer’s letter of recommendation dated September 10, 2012 and in accordance with N.J.S.A. 40A:11-13.2(a) whereby a contracting unit may reject all bids when the lowest bid substantially exceeds the cost estimates for the goods or services, or the contracting unit’s appropriation for the goods or services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 18<sup>th</sup> day of September 2012, that all bids are hereby rejected.

  
Jacqueline Jennings  
Mayor

Attest:  
  
Sarah Wooding, RMC  
Township Clerk

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



# 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

September 21, 2012

Remington, Vernick, & Arango Engineers  
K. Wendell, Bibbs, P.E, C.M.E.  
Lincoln Building - Suite 600  
101 Route 130  
Cinnaminson, NJ 08077

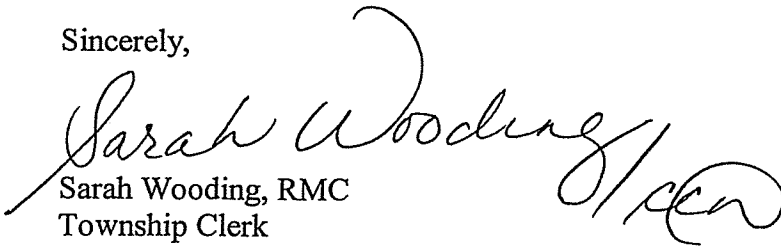
Re: Willingboro Townships Resolution 2012-156, Rejecting Bids Submitted  
for Storm sewer Rehabilitation (Phase 1)

Dear Mr. Bibbs:

Attached is a copy of Resolution No. 2012-156, *Rejecting Bids Submitted for Storm Sewer Systems Rehabilitations (Phase 1)* that was adopted by Willingboro Township Council on **September 18, 2012.**

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

  
Sarah Wooding, RMC  
Township Clerk

/ccm  
Enclosure

TOWNSHIP OF WILLINGBORO

Resolution No. 2012 - 156

R+V

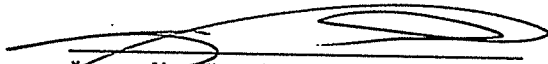
**A RESOLUTION REJECTING BIDS SUBMITTED FOR STORM SEWER SYSTEM REHABILITATION (PHASE 1)**

WHEREAS, the Township Council of the Township of Willingboro requested that bids be submitted for the Storm Sewer System Rehabilitation (Phase 1); and

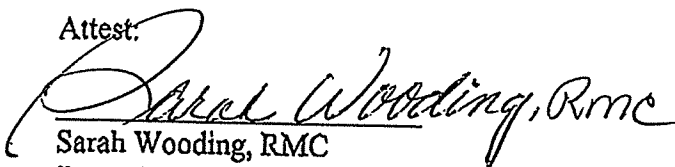
WHEREAS, bids have been received, opened and read in public on September 7, 2012; and

WHEREAS, it appears to be in the best interest of the Township of Willingboro to reject the bids submitted – as per the Engineer’s letter of recommendation dated September 10, 2012 and in accordance with N.J.S.A. 40A:11-13.2(a) whereby a contracting unit may reject all bids when the lowest bid substantially exceeds the cost estimates for the goods or services, or the contracting unit’s appropriation for the goods or services.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18<sup>th</sup> day of September 2012, that all bids are hereby rejected.

  
Jacqueline Jennings  
Mayor

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

RESOLUTION NO. 2012--- 157  
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 September, 2012 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 5 in favor and 0 opposed, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

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

cc. Bond C  
Barb L

RESOLUTION NO. 2012-- 158

**POLICIES AND PROCEDURES REGARDING POST-ISSUANCE  
COMPLIANCE OF FEDERAL TAX REQUIREMENTS  
REGARDING TAX-EXEMPT DEBT ISSUES**

**WHEREAS**, the Internal Revenue Service is now requiring issuers of tax exempt obligations to have adequate policies and procedures to monitor the arbitrage requirements and non-qualified issuer requirements; and

**WHEREAS**, the Township of Willingboro is subject to these requirements since the Township of Willingboro annually issues tax exempt obligations; and

**WHEREAS**, the Township of Willingboro's Mayor and Finance Committee wishes to fully comply with the requirements established by the Internal Revenue Service;

**NOW, THEREFORE, BE IT RESOLVED** that the following procedures are hereby adopted:

**I. ARBITRAGE**

- A. Obtain and retain a copy of IRS Form 8038G or 8038GC;
- B. Obtain and retain a copy of the Non-Arbitrage Certificate;
- C. Determine whether an exception to arbitrage has been met, based on the following criteria:
  - 1. Small Issuer;
  - 2. Six-month spending exception;
  - 3. Eighteen-month spending exception;
  - 4. Two-year construction exception;
- D. If not, then determine:
  - 1. Was a bond year chosen in the non-arbitrage certificate? If not, then discuss with the financial advisor and/or auditor the most advantageous period to choose;
  - 2. Should an arbitrage calculation be prepared annually, or upon the fifth anniversary of the bond year?
    - a. Consideration should be given to the fact that positive arbitrage must be rebated to the IRS 60 days after the end of each fifth bond year, or 60 days after all proceeds are expended;
    - b. Prepare, or contract to have prepared, the arbitrage calculation;
    - c. Rebate any positive arbitrage to the IRS (if unspent proceeds still exist, then only 90% of the liability must be rebated);
- E. The Chief Financial Officer shall be responsible for monitoring the above compliance, as well as maintaining receipt (including investment earnings) and disbursement records in sufficient detail, such that compliance can be met.

**II. NON-QUALIFIED ISSUE MONITORING**

- A. Determine if the issue, or a portion of the issue, was used to finance local government facilities;
- B. If not, then no future monitoring is required;
- C. If "yes," the following must be performed until the issue is fully paid:
  - 1. Monitor the facility that was constructed or renovated with the proceeds of the issue to determine whether any of the following conditions were met:
    - a. Sale of the facility;
    - b. Lease of the facility;
    - c. Non-qualified management contract;
    - d. Non-qualified research contract;
    - e. Special legal entitlement;
  - 2. If none of the conditions were met, then no further action is required;
- D. If any of the conditions were met, then the following must be addressed:
  - 1. Did any of the above-mentioned events, either individually or collectively, represent greater than 5% of the use of the facility?
  - 2. If "no," then nothing further is required;
  - 3. If "yes," remedial action (an action that causes the issue to meet the private activity test, i.e. less than 5%) must be taken;
- E. The Chief Financial Officer, in conjunction with the Administrator, will be responsible for monitoring the above compliance. Bond Counsel should be consulted when necessary.

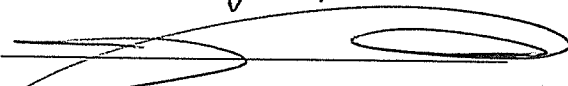
DATED: September 18, 2012

YEAS: 5

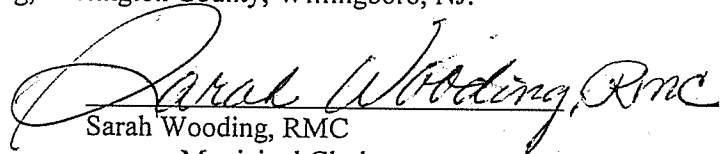
NAYS: 0

MOVED: *Councilman Campbell*

SECONDED: *Deputy Mayor Ayler*

APPROVED:   
Jacqueline Jennings, Mayor

I, Sarah Wooding, Clerk of the Township of Willingboro, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Mayor and Township Committee, at their meeting of September 18, 2012, held in the Municipal Building, Burlington County, Willingboro, NJ.

  
Sarah Wooding, RMC  
Municipal 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**

September 21, 2012

Kirk N. Applegate, CPA, RMA, Partner  
Bowman & Company LLP  
601 White Horse Road  
Voorhees, New Jersey 08043-2493

**REFERENCE:** Resolution No. 2012-158, Policies and Regarding  
Post-Issuance Compliance of Federal Tax Requirements  
Regarding Tax-Exempt Debt Issues

Dear Mr. Applegate:

Enclosed is a fully executed copy of Resolution 2012-158, adopted by Willingboro Township Council on September 18, 2012.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosure: 1



cc: Rick  
Jim  
Linda

RESOLUTION NO.: 2012- 159

**RESOLUTION FOR MEMBER PARTICIPATION IN A COOPERATIVE PRICING SYSTEM**

**RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO, BURLINGTON COUNTY, TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH NATIONAL IPA**

**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 National IPA, herein referred to as the 'Lead Agency' has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

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

**Whereas**, National IPA 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 statues of the State of New Jersey.

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

**Now, Therefore, Be It Resolved**, the Township Council of the Township of Willingboro in open public session on 2<sup>nd</sup>, *October* 2012 hereby authorizes the Mayor and Clerk to enter into a Cooperative Pricing Agreement with the Lead Agency, known as National IPA.

Township of Willingboro

Attest:

Sarah Wooding  
Township Clerk

  
Jacqueline Jennings  
Mayor

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

cc: Fin.

**RESOLUTION NO. 2012--160**

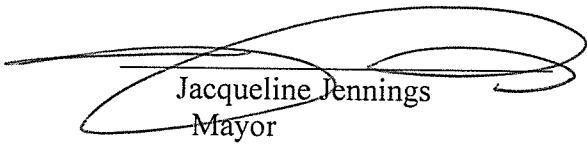
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

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 2<sup>nd</sup> day of October 2012, that refunds be made as per the attached schedule; and

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

  
Jacqueline Jennings  
Mayor

Attest:

  
Sarah Wooding, RMC  
Township Clerk

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

# OVERPAYMENT FOR TAXES

WILLIAM H. TYALOR JR.  
19 PALFREY LANE  
WILLINGBORO, NJ 08046  
BLOCK 329  
LOT 35  
19 PALFREY LANE  
OVERPAYMENT TAXES

\$1,536.83

ANNETTE COLLAZO  
31 BUTTONBUSH LANE  
WILLINGBORO, NJ 08046  
BLOCK 220  
LOT 15  
31 BUTTONBUSH LANE  
OVERPAYMENT TAXES

\$1,088.50

cc: Fin

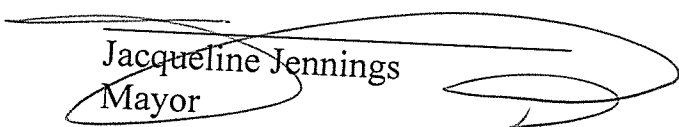
**RESOLUTION NO. 2012---161**

**AUTHORIZING THE APPROVAL OF VOUCHERS FOR PAYMENT AND RATIFICATION**

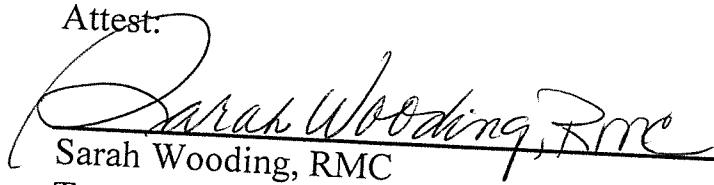
WHEREAS, Willingboro township Council received the September, 2012, Bill List and had an opportunity to review said Bill List; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the township of Willingboro, assembled in public session this 2nd day of October 2012, 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"/>
Deputy Mayor Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Gordon				<input checked="" type="checkbox"/>
Mayor Jennings	<input checked="" type="checkbox"/>			

cc: Jim  
DIGS  
Jill

**RESOLUTION 2012--162  
CHAPTER 159—RESOLUTION FOR  
2012 BURLINGTON COUNTY MUNICIPAL PARK DEVELOPMENT PROGRAM GRANT  
AGREEMENT**

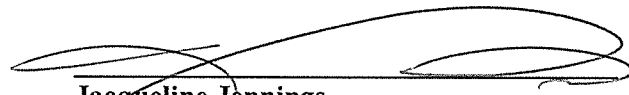
**WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality, when such item shall have been made available by law and the amount thereof was not determined at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

**SECTION 1**

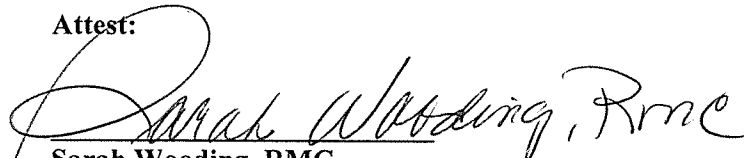
**NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 2<sup>nd</sup> day of October, 2012, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2012;**

**The sum of \$250,000 2012 Burlington County Municipal Park Development Program which item is now available as a reimbursement received from the State of New Jersey.**

**BE IT FURTHER RESOLVED, that two 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**

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

Board of Chosen Freeholders  
County of Burlington  
New Jersey



Department of Resource Conservation

Mailing Address:

P.O. Box 6000  
Mount Holly, New Jersey 08060-6000

Location:

624 Pemberton Browns Mills Road  
Pemberton, New Jersey 08068

Telephone No: (856) 642-3850

Fax: (609) 726-7333

September 4, 2012

Jacqueline Jennings, Mayor  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

cc: *Cristal Armstrong*  
*Barbara L.*  
*Jill Lyons*

RECEIVED  
SEP 07 2012  
OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO NEW JERSEY

Dear Mayor Jennings:

I am transmitting herewith a fully executed copy of the 2012 Burlington County Municipal Park Development Program grant agreement for your records. Under separate cover, the Township will receive a purchase order from the County Purchasing Agent to be signed and submitted with each request for reimbursement.

Please do not hesitate to contact me at (856) 642-3850 or [mprobbie@co.burlington.nj.us](mailto:mprobbie@co.burlington.nj.us) should you have any questions in regard to the Municipal Park Development Program. I would appreciate it if you would advise when your park project is underway so that I can arrange to have a project sign installed. Thank you.

Sincerely yours,

*Mary Pat Robbie*  
Mary Pat Robbie  
Director

cc: Gina Wheatley, Freeholders Office  
Cindy Ward, Legal Department  
Monica Leichy, Finance Department



# 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**

October 4, 2012

Division of Local Government Services  
101 South Broad Street  
P. O. Box 803  
Trenton, New Jersey 08625-0803

Re: Resolution for 2012 Burlington County Municipal Park Development Program Grant Agreement

Dear Sir or Madam;

Enclosed please find a copy of Resolution 2012-162; Chapter 159 – Resolution for 2012 Burlington County Municipal Park Development Program Grant Agreement, which was adopted by Willingboro Township Council on October 2, 2012.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Enclosure

U.S. Postal Service <sup>SM</sup>		OFFICIAL USE	Postmark Here
CERTIFIED MAIL <sup>TM</sup> RECEIPT			
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>			
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>			
PS Form 3800, August 2006			
Postage	\$		
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$		
Sent To			
Street, Apt. No., or PO Box No.			
City, State, Zip+4			
See Reverse for Instructions			

2012 1570 0001 21279 8608

*copy*  
**COPY**  
*DOES*  
*will*

RESOLUTION 2012--162  
CHAPTER 159—RESOLUTION FOR  
2012 BURLINGTON COUNTY MUNICIPAL PARK DEVELOPMENT PROGRAM GRANT  
AGREEMENT

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 item 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 1

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 2<sup>nd</sup> day of October, 2012, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2012;

The sum of \$250,000 2012 Burlington County Municipal Park Development Program which item is now available as a reimbursement received from the State of New Jersey.

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

Jacque  
Mayor

*10/3/12*  
*PLEASE DO FORM*  
*holder + send to*  
*DLGS.*  
*thanks*  
*Sarah*

Attest:

*Sarah Wooding, RMC*  
Sarah Wooding, RMC  
Township Clerk

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



## Sarah Wooding

---

**From:** Sarah Wooding <swooding@willingborotwp.org>  
**Sent:** Monday, September 24, 2012 5:42 PM  
**To:** 'blightfoot@willingborotwp.org'  
**Subject:** Chap.162--2012 BC Mun. Park Dev.  
**Attachments:** Chap.162--2012 BC Mun. Park Dev..docx.docx

Barb,

Is there supposed to be a monetary amount for inclusion to this Chapter 159 resol.?

Sarah

cc: Orig to J.D

HB-0077-0510

STATE OF NEW JERSEY — DEPARTMENT OF THE TREASURY  
DIVISION OF PENSIONS AND BENEFITS  
**STATE HEALTH BENEFITS PROGRAM**  
**SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM**  
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

**RESOLUTION** — 2012-163

**A RESOLUTION to authorize participation** in the State Health Benefits Program and/or School Employees' Health Benefits Program of the State of New Jersey.

**BE IT RESOLVED:**

- The Willingboro Township CORPORATE NAME OF EMPLOYER 21-6007387000 STATE SOCIAL SECURITY ID NUMBER hereby elects to participate in the Health Program provided by the New Jersey State Health Benefits Act of the State of New Jersey (N.J.S.A. 52:14-17.26 and N.J.S.A. 52:14-17.46.2) and to authorize coverage for all the employees and their dependents thereunder in accordance with the statute and regulations adopted by the State Health Benefits Commission and/or School Employees' Health Benefits Commission.
- A.  We elect to participate in the Employee Prescription Drug Plan defined by N.J.S.A. 52:14-17.25 et seq. and authorize coverage for all employees and their dependents in accordance with the statute and regulations adopted by the State Health Benefits Commission and/or School Employees' Health Benefits Commission.  
B.  We will be maintaining \_\_\_\_\_ as our prescription drug plan.  
NAME OF PLAN  
C.  We will not have a stand-alone prescription drug plan and understand that prescription drug coverage will be provided based on the medical plan chosen by the subscriber.
- A.  We elect to participate in the Employee Dental Plans defined by N.J.S.A. 52:14-17.25 et seq. and authorize coverage for all employees and their dependents in accordance with the statute and regulations adopted by the State Health Benefits Commission.  
B.  We will be maintaining Delta Dental as our dental plan.  
NAME OF PLAN  
C.  We will not have a dental plan.
- We elect 25<sup>2</sup> hours per week (average) as the minimum requirement for full time status in accordance with N.J.A.C. 17:9-4.6.
- As a participating employer we will remit to the State Treasury all charges due on account of employee and dependent coverage and periodic charges in accordance with the requirements of the statute and the rules and regulations duly promulgated thereunder.
- We hereby appoint Carmela Spych NAME/TITLE to act as Certifying Officer in the administration of this program.
- This resolution shall take effect immediately and coverage shall be effective as of January 1, 2013 DATE or as soon thereafter as it may be effectuated pursuant to the statutes and regulations (can be no less than 75 or 90 days pursuant to the provisions of N.J.S.A. 17:9-1.4).

NOTE: AN INDIVIDUAL IS PERMITTED COVERAGE AS AN EMPLOYEE, RETIREE, OR DEPENDENT. MULTIPLE COVERAGE UNDER THE SHBP OR SEHBP IS PROHIBITED.

<sup>1</sup> If not electing prescription drug coverage and/or dental plan participation through the State Health Benefits Program or School Employees' Health Benefits Program, attach copies of the current prescription drug and dental plan contracts.  
<sup>2</sup> As of 6/1/2010, may not be less than 25 hours per week for employees, or 35 hours per week for elected or appointed officials.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the:

[Signature] CORPORATE NAME OF EMPLOYER Mayor  
on the 2nd day of October, 2012.  
[Signature] SIGNATURE  
Township Clerk OFFICIAL TITLE

\_\_\_\_\_  
NUMBER OF EMPLOYEES

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
AREA CODE TELEPHONE

\_\_\_\_\_  
EMPLOYER'S STATE SOCIAL SECURITY IDENTIFICATION NUMBER

cc: Riv  
Rich  
Jim

Resolution No. 2012- 164

**RESOLUTION AWARDING A CONTRACT FOR MICROSURFACING  
VARIOUS STREETS IN THE TOWNSHIP**

**WHEREAS**, the Township of Willingboro has a need to purchase microsurfacing services for various Township streets; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29c, municipalities may, by resolution and without advertising for bids, purchase goods or services pursuant to contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

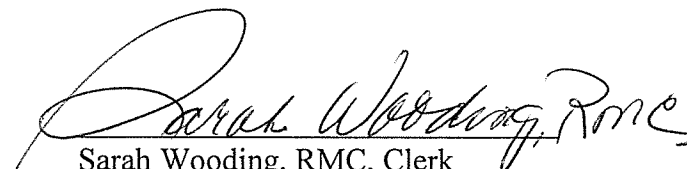
**WHEREAS**, the Division of Purchase and Property has awarded a contract for microsurfacing services to Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey; and

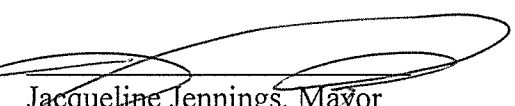
**WHEREAS**, the Township desires to enter into a contract with Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey for microsurfacing of various streets pursuant to and in accordance with the terms of the aforesaid State contract; and

**WHEREAS**, funds for this purpose have been provided for in the 2011 Capital budget identified by C-04-55-911-002-002 in the accounting records of the Township.

**NOW THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Willingboro, in the County of Burlington, that the Township enter into an agreement with Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey for microsurfacing of various streets, for the sum of \$150,195 (Base Bid) and \$40,681 (Alternative Bid A) for a total of \$190,876 pursuant to the aforementioned State contract, to be charged to the account above or as otherwise determined to be correct by the Chief Financial Officer's pending certification of funds; and

Oct 2, 2012

  
Sarah Wooding, RMC, 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: 10/02/12  
Resolution Number: 2012-164

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

Contract: C2-00013 Asphalt Paving microsurfacing

Account Number	Amount	Department Description
C-04-55-911-002-002	190,876.00	2011 CAPITAL ORDINANCE CHANGE OF PURPOSE
Total	190,876.00	

Only amounts for the 2012 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

*To Sarah*

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

SENIOR ASSOCIATES  
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Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME  
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers  
32 Kings Highway East  
addonfield, NJ 08033  
56) 795-9595  
56) 795-1882 (fax)

Remington, Vernick  
Vena Engineers  
Allen Street  
ms River, NJ 08753  
32) 286-9220  
32) 505-8416 (fax)

Locama Boulevard, Suite 300-400  
1 Bridge, NJ 08857  
32) 955-8000  
32) 591-2815 (fax)

Remington, Vernick  
Walberg Engineers  
5 North Main Street  
asantville, NJ 08232  
9) 645-7110  
9) 645-7076 (fax)

77 New Jersey Avenue  
dwood City, NJ 08260  
9) 522-5150  
9) 522-5313 (fax)

Remington, Vernick  
Beach Engineers  
Fayette Street  
shohocken, PA 19428  
9) 940-1050  
9) 940-1161 (fax)

0 East Trindle Road, Suite 203  
hanicsburg, PA 17050  
7) 766-1775  
7) 766-0232 (fax)

Steel Tower  
Grant Street, Suite 1251  
burgh, PA 15219  
9) 263-2200  
9) 263-2210 (fax)

Office Plaza, Bellevue Building  
Chapman Road, Suite 105  
ark, DE 19702  
9) 266-0212  
9) 266-6208 (fax)

Remington, Vernick  
Rango Engineers  
Residential Center  
In Building, Suite 600  
Route 130  
minson, NJ 08077  
9) 303-1245  
9) 303-1249 (fax)

Penhorn Avenue, 3rd Floor  
ucus, NJ 07094  
9) 624-2137  
9) 624-2136 (fax)

September 28, 2012

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

Re: Township of Willingboro  
2012 Microsurfacing Program  
Recommendation to Award State Contract  
Our File #0338-T-113

Dear Ms. Diggs:

Our office has evaluated performing the work under State Contract in lieu of advertising for bids for the above-referenced project. The project consists of the microsurfacing of various roadways throughout the Township. The proposed roadways are as follows:

**Base Contract**

- Norwick Lane (Northampton Drive to Northampton Drive)
- Norwood Lane (Northampton Drive to Northampton Drive)
- Norman Lane (Northampton Drive to Northampton Drive)
- Normont Lane (Northampton Drive to Northampton Drive)
- Newport Lane (Northampton Drive to Northampton Drive)
- Neptune Lane (Northampton Drive to Northampton Drive)
- Nevada Lane (North Place to Northampton Drive)
- North Place (Northampton Drive to Cul-De-Sac)
- Niagara Lane (Hazelwood Circle to Niagara Lane)
- Nimitz Lane (Niagara Lane to Niagara Lane)
- Noble Pass (Niagara Lane to Northampton Drive)

**Alternate Contract No. 1**

- Deerpark Drive (Deerpark Drive to Cul-De-Sac)
- Diamond Court (Derry Drive to Cul-De-Sac)
- Derry Drive (Deerpark Drive to Darby Court)
- Dexter Court (Derry Drive to Cul-De-Sac)
- Darby Court (Derry Drive to Cul-De-Sac)
- Douglas Court (Derry Drive to Cul-De-Sac)

In accordance with Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq, the proposed construction can be performed under State Contract by the vendor Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey 08037. We have reviewed the unit prices of the State Contract and it appears to be more advantageous to perform the work through the State Contract than the advertisement of the project.

A copy of the cost proposal is enclosed for your review.

RECEIVED  
OCT 02 2012  
COPY

RECEIVED  
OCT 03 2012  
OFFICE OF THE TOWNSHIP ENGINEER  
TOWNSHIP OF WILLINGBORO, NJ

Our recommendation to award is as follows:

- Should the Municipality decide to award the Base Contract improvements only, the resolution should indicate award to Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey 08037, in the amount of \$150,195.00 representing Items 1 through 6 of the Base Contract.
- Should the Municipality decide to award the Base Contract & Alternate Contract No. 1 improvements, the resolution should indicate award to Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey 08037, in the amount of \$190,876.00, representing \$150,195.00 for the Base Contract, \$40,681.00 for Alternate Contract No. 1.

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

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

Sincerely,

**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**



Robert M. Mannix, III, P.E., P.P., C.M.E.

for

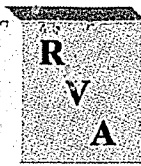
K. Wendell Bibbs, P.E., C.M.E.

Senior Associate & Regional Manager

KWB/RMM/SB

Enclosures

cc: Mayor & Council c/o Sarah Wooding, Township Clerk  
Rich Brevogel, Director of Public Works  
Michael Armstrong, Township Solicitor  
Raymond D. Longmore, RVA  
Hasson Shipman, RVA  
Sean Brigandi, RVA



**REMINGTON, VERNICK & ARANGO ENGINEERS**  
**BID TABULATION**

PROJECT NAME: 2012 Microsurfacing Program

PROJECT NUMBER: 0338T113

CLIENT: Township of Willingboro

Asphalt Paving Systems, Inc.  
 P.O. Box 530  
 Hammonton, NJ 08037  
 (609) 561-4161

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL
<b>BASE CONTRACT</b>					
1	TRAFFIC CONTROL, COUNTY & MUNICIPALITY	30	DAY	\$100.00	\$3,000.00
2	NO ITEM	0	N/A	\$0.00	\$0.00
3	MICROSURFACING, TYPE II, SINGLE APPLICATION, 20 LBS. PER SY MINIMUM	35700	SY	\$2.15	\$76,755.00
4	HOT MIX ASPHALT PAVEMENT REPAIR	265	TON	\$240.00	\$63,600.00
5	SEALING OF CRACKS IN HMA	6000	LF	\$1.00	\$6,000.00
6	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTICS	840	SF	\$1.00	\$840.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$150,195.00</b>
<b>ALTERNATE CONTRACT NO. 1</b>					
1A	NO ITEM	0	N/A	\$0.00	\$0.00
2A	NO ITEM	0	N/A	\$0.00	\$0.00
3A	MICROSURFACING, TYPE II, SINGLE APPLICATION, 20 LBS. PER SY MINIMUM	12340	SY	\$2.15	\$26,531.00
4A	HOT MIX ASPHALT PAVEMENT REPAIR	50	TON	\$240.00	\$12,000.00
5A	SEALING OF CRACKS IN HMA SURFACE COURSE (IF & WHERE DIRECTED)	2100	LF	\$1.00	\$2,100.00
6A	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTICS	50	SF	\$1.00	\$50.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$40,681.00</b>

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE COST PROPOSAL.

9/20/12

DATE

Robert M. Mannix III, P.E., C.M.E.



# TOWNSHIP OF WILLINGBORO

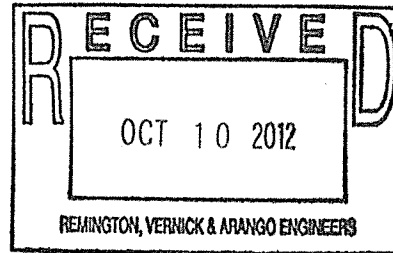
MUNICIPAL COMPLEX

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

Willingboro, New Jersey 08046

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

October 4, 2012



Remington & Vernick Engineers  
Wendell Bibbs  
The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, N.J. 08077

Re: Resolution Awarding a Contract for Micro-surfacing Various Streets in the Township

Dear Mr. Bibbs;

Enclosed please find a copy of Resolution No 2012-164; *Awarding a Contract for Micro-surfacing Various Streets in the Township*, which was adopted by Willingboro Township Council on October 2, 2012.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm

Enclosure



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

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

Remington, Vernick  
& Vena Engineers  
9 Allen Street  
Toms River, NJ 08753  
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3 Jocama Boulevard, Suite 300-400  
Old Bridge, NJ 08857  
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(732) 591-2815 (fax)

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

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

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

5010 East Trindle Road, Suite 203  
Mechanicsburg, PA 17050  
(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)

September 28, 2012

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

Re: Township of Willingboro  
2012 Microsurfacing Program  
Recommendation to Award State Contract  
Our File #0338-T-113

Dear Ms. Diggs:

Our office has evaluated performing the work under State Contract in lieu of advertising for bids for the above-referenced project. The project consists of the microsurfacing of various roadways throughout the Township. The proposed roadways are as follows:

#### Base Contract

- Norwick Lane (Northampton Drive to Northampton Drive)
- Norwood Lane (Northampton Drive to Northampton Drive)
- Norman Lane (Northampton Drive to Northampton Drive)
- Normont Lane (Northampton Drive to Northampton Drive)
- Newport Lane (Northampton Drive to Northampton Drive)
- Neptune Lane (Northampton Drive to Northampton Drive)
- Nevada Lane (North Place to Northampton Drive)
- North Place (Northampton Drive to Cul-De-Sac)
- Niagara Lane (Hazelwood Circle to Niagara Lane)
- Nimitz Lane (Niagara Lane to Niagara Lane)
- Noble Pass (Niagara Lane to Northampton Drive)

#### Alternate Contract No. 1

- Deerpark Drive (Deerpark Drive to Cul-De-Sac)
- Diamond Court (Derry Drive to Cul-De-Sac)
- Derry Drive (Deerpark Drive to Darby Court)
- Dexter Court (Derry Drive to Cul-De-Sac)
- Darby Court (Derry Drive to Cul-De-Sac)
- Douglas Court (Derry Drive to Cul-De-Sac)

In accordance with Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq, the proposed construction can be performed under State Contract by the vendor Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey 08037. We have reviewed the unit prices of the State Contract and it appears to be more advantageous to perform the work through the State Contract than the advertisement of the project.

A copy of the cost proposal is enclosed for your review.

*Earning Our Reputation Every Day Since 1901*  
www.rve.com

R  
V  
A

REMINGTON, VERNICK & ARANGO ENGINEERS  
 BID TABULATION

PROJECT NAME: 2012 Microsurfacing Program

PROJECT NUMBER: 0338T113

CLIENT: Township of Willingboro

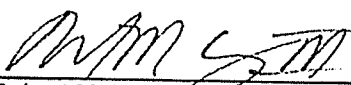
Asphalt Paving Systems, Inc.  
 P.O. Box 530  
 Hammonton, NJ 08037  
 (609) 561-4161

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL
<b>BASE CONTRACT</b>					
1	TRAFFIC CONTROL, COUNTY & MUNICIPALITY	30	DAY	\$100.00	\$3,000.00
2	NO ITEM	0	N/A	\$0.00	\$0.00
3	MICROSURFACING, TYPE II, SINGLE APPLICATION, 20 LBS. PER SY MINIMUM	35700	SY	\$2.15	\$76,755.00
4	HOT MIX ASPHALT PAVEMENT REPAIR	265	TON	\$240.00	\$63,600.00
5	SEALING OF CRACKS IN HMA	6000	LF	\$1.00	\$6,000.00
6	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTICS	840	SF	\$1.00	\$840.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$150,195.00</b>
<b>ALTERNATE CONTRACT NO. 1</b>					
1A	NO ITEM	0	N/A	\$0.00	\$0.00
2A	NO ITEM	0	N/A	\$0.00	\$0.00
3A	MICROSURFACING, TYPE II, SINGLE APPLICATION, 20 LBS. PER SY MINIMUM	12340	SY	\$2.15	\$26,531.00
4A	HOT MIX ASPHALT PAVEMENT REPAIR	50	TON	\$240.00	\$12,000.00
5A	SEALING OF CRACKS IN HMA SURFACE COURSE (IF & WHERE DIRECTED)	2100	LF	\$1.00	\$2,100.00
6A	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTICS	50	SF	\$1.00	\$50.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$40,681.00</b>

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE COST PROPOSAL.

9/29/12

DATE



Robert M. Mannix III, P.E., C.M.E.

cc: Rick  
Fin  
Red of Free

**TOWNSHIP OF WILLINGBORO  
RESOLUTION 2012---165**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES  
AGREEMENT WITH THE BURLINGTON COUNTY BOARD OF CHOSEN  
FREEHOLDERS FOR SNOW REMOVAL AND ASSOCIATED USES.**

**WHEREAS**, the Township of Willingboro ("Township") has determined that it is in the best interest of the Township to cooperate with the Burlington County Board of Chosen Freeholders (the "County") regarding the provision of mutual services for snow removal, salting and sanding of state, County and Municipal roads; and

**WHEREAS**, the Township and the County wish to cooperate in furthering their mutual ability to provide snow removal, salting, sanding, and associated services (hereinafter "the Services") which are beneficial to the Township and its residents and to the County and its residents; and

**WHEREAS**, the Township and the County wishes to memorialize the provision of the Services for the period of October 1, 2012 to September 30, 2015;


**WHEREAS**, N.J.S.A. 40A:65-1, et seq. authorizes the Township and Burlington County Board of Chosen Freeholders (the "County") to enter into the Shared Services agreement for joint provision of any service for which that party is authorized to enter within its jurisdiction ("Agreement"); and

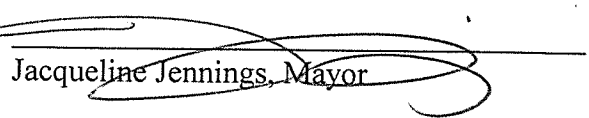
**WHEREAS**, the purpose of the Agreement is to define the responsibilities and duties between the County and the Township;

**WHEREAS**, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto, and determined that it is in the public interest of and will benefit the Township of Willingboro; and

**NOW THEREFORE, BE IT RESOLVED**, on this 2<sup>nd</sup> day of October, 2012, the Township Council of the Township of Willingboro assembled in open public session, hereby authorizes the Mayor to execute a Shared Service Agreement on behalf of the Township Council, with the Burlington County Board of Chosen Freeholders for snow removal, salting, sanding and associated uses of applicable roads, in accordance with N.J.S.40A:65-1, et seq.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be provided to the Burlington County Board of Chosen Freeholders for their information and attention.

  
Sarah Wooding, RMC, Clerk

Township of Willingboro  
  
Jacqueline Jennings, Mayor

cc: Kiehl  
Fin  
Rd of Free

**TOWNSHIP OF WILLINGBORO  
RESOLUTION 2012---165**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES  
AGREEMENT WITH THE BURLINGTON COUNTY BOARD OF CHOSEN  
FREEHOLDERS FOR SNOW REMOVAL AND ASSOCIATED USES.**

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**WHEREAS**, the Township and the County wish to cooperate in furthering their mutual ability to provide snow removal, salting, sanding, and associated services (hereinafter "the Services") which are beneficial to the Township and its residents and to the County and its residents; and

**WHEREAS**, the Township and the County wishes to memorialize the provision of the Services for the period of October 1, 2012 to September 30, 2015;

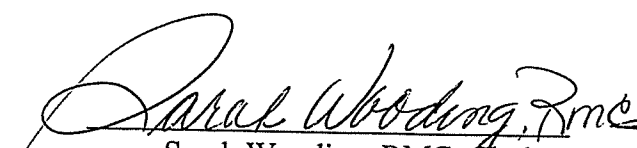
**WHEREAS**, N.J.S.A. 40A:65-1, et seq. authorizes the Township and Burlington County Board of Chosen Freeholders (the "County") to enter into the Shared Services agreement for joint provision of any service for which that party is authorized to enter within its jurisdiction ("Agreement"); and

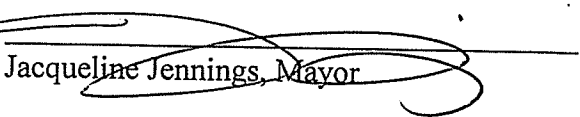
**WHEREAS**, the purpose of the Agreement is to define the responsibilities and duties between the County and the Township;

**WHEREAS**, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto, and determined that it is in the public interest of and will benefit the Township of Willingboro; and

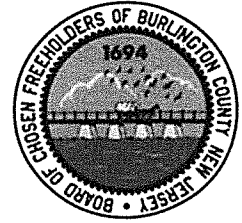
**NOW THEREFORE, BE IT RESOLVED**, on this 2<sup>nd</sup> day of October, 2012, the Township Council of the Township of Willingboro assembled in open public session, hereby authorizes the Mayor to execute a Shared Service Agreement on behalf of the Township Council, with the Burlington County Board of Chosen Freeholders for snow removal, salting, sanding and associated uses of applicable roads, in accordance with N.J.S.40A:65-1, et seq.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be provided to the Burlington County Board of Chosen Freeholders for their information and attention.

  
Sarah Wooding, RMC, Clerk

Township of Willingboro  
  
Jacqueline Jennings, Mayor

Board of Chosen Freeholders  
County of Burlington  
New Jersey



Office of the  
**COUNTY SOLICITOR**  
49 Rancocas Road, Room 225  
P.O. Box 6000  
Mount Holly, N.J. 08060-6000

PETER H. NELSON  
County Solicitor  
Tele: (609) 265-5289  
Fax: (609) 265-5933

September 25, 2012

Township of Willingboro  
Municipal Complex, One Salem Road  
Willingboro, NJ 08048  
Attn: Township Clerk

RECEIVED

SEP 26 2012

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

*cc: Mayor/Council  
mgr.  
Dep. mgr.  
Sol.  
file.*

Re: Burlington County  
Highway Department  
2012-2015 Interlocal Service Agreement for Snow Removal  
Our File No. 19-91-12 (WILLINGBORO TOWNSHIP)

Dear Clerk:

The Burlington County Solicitor's office has undertaken the review of the Interlocal Service Agreements related to snow removal and associated uses which were approved by Burlington County Resolution No. 436 on July 22, 2009 for the period of October 1, 2009 to September 30, 2012. As such, it is necessary to create a "new" Agreement for plowing and salting of certain roads. This was formerly an Interlocal Service Agreement and is now, by statute, a "Shared Services Agreement".


The County has passed the necessary Resolution No. 2012-521 on September 17, 2012 to authorize a new Shared Services Agreement with all Townships within the County for the new period of October 1, 2012 to September 30, 2015. Attached is a copy of the Shared Services Agreement prepared by this office. The mileage figure may be adjusted, if needed, by the Burlington County Highway Department. Should the information in the Agreement be satisfactory, please pass the approved Resolution/Ordinance and execute and return the Agreement at your earliest convenience.

Should there be any questions regarding this, please contact me at the above-referenced number or William Kochersperger, Supervising Road Inspector of the Highway Department at (609)726-7300.

I thank you for your attention and courtesy in this matter.

Very truly yours,

PETER H. NELSON  
BURLINGTON COUNTY SOLICITOR

By:   
Carl V. Buck III  
Senior Assistant County Solicitor  
[cbuck@co.burlington.nj.us](mailto:cbuck@co.burlington.nj.us)

CVB/rl  
Enclosure

cc: Paul Drayton, County Administrator  
Peter H. Nelson, County Solicitor  
William Kochersperger, Supervising Road Inspector, Highway Dept  
Jeffrey Kerchner, Supervising Administrative Analyst  
Sharon M. Brauckmann, Purchasing Agent

Document Prepared by:

Carl V. Buck III  
Burlington County  
Solicitor's Office

**SHARED SERVICES AGREEMENT**

BETWEEN

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

TOWNSHIP OF WILLINGBORO

THIS AGREEMENT made on this 3rd day of October, 2012,

by and between the BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY, with offices located at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter known as the "County"), and the [TOWNSHIP OF WILLINGBORO], a body politic and corporate of the State of New Jersey, with offices located at Municipal Complex, One Salem Road, Willingboro, NJ 08048 (hereinafter known as the "Governmental Entity"):

WITNESSETH:

WHEREAS, the parties having authorized and approved this Agreement, the County by Resolution No. 2012-521 on September 12, 2012 and the Governmental Entity by Ordinance, duly adopted pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq.;

WHEREAS, the parties herein wish to reach an agreement between the County and the Governmental Entity regarding snow and snow removal activities which information pertaining to the agreement is contained in the attached Schedule "A".

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a County and a Governmental Entity to enter into contracts for the joint

provision of any service which any party to the agreement is authorized to render within its own jurisdiction and the County has evidenced its approval to enter into this Agreement by authorization of Resolution No. 2012-521 dated September 12, 2012 (a copy of which is attached hereto as Schedule "B") and the Governmental Entity Resolution No. \_\_\_\_\_ on \_\_\_\_\_ (a copy of which is attached hereto as Schedule "C").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows and as pertinent to this specific agreement:

1. Parties agree to the following schedule:

- a. Plowing and Salting: \_\_\_\_\_ miles x times plowed x \$230.00=
- b. Salting only: \_\_\_\_\_ miles x times salted x \$115.00=
- c. Plowing only: \_\_\_\_\_ miles x times plowed x \$115.00=

2. The Governmental Entity agrees to not lift its snowplows or turn off its salter when traveling on the applicable streets contained within all the streets in Schedule "A".

**TERM.** The term of this Agreement is for a period of three (3) years beginning October 1, 2012 to September 30, 2015.

**CONSIDERATION.** As good and valuable consideration for this Use Agreement, the Governmental Entity agrees to pay to County the sum of \$1.00 per year in addition to any other costs for services and or materials as contained in number 1, above.

**RENEWAL.** County and the Governmental Entity have the option for continuing a one-year renewal to the agreement. Notification of request to continue such Agreement must be made by the



Governmental Entity to County no sooner than six months nor later than three months before the end of the period. Notification must be made to the Office of the Burlington County Solicitor by regular and certified mail or hand-delivery. The parties agree that the County in its sole discretion shall have the ability to either continue with this Agreement or terminate the same. The right to one-year renewals of this agreement shall continue in perpetuity until rescinded by the County or modified by a subsequent agreement.

**PAYMENT.** Payment for use of the services under this Shared Services Agreement shall be made as billed with payment to be made within 45 days after complete submission of bills and appropriate back up information. Governmental Entity on not less than monthly, if applicable.

**NO ASSIGNMENT.** The Governmental Entity may not do any of the following without the County's written consent:

- (a) assign this Agreement;

**LIABILITY INSURANCE.** The Governmental Entity shall secure and maintain the following insurance coverage during the term of this Agreement.

- a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.
- b. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million

dollars (\$2,000,000) annual aggregate.

- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement taking effect, the Governmental Entity shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate of Insurance by the Insurance & Risk Management Division is a precedent to the taking effect of this Agreement. The certificate should be issued to:

Burlington County Board of Chosen Freeholders  
49 Rancocas Road, PO Box 6000  
Mt. Holly, NJ 08060-6000  
Attention: Insurance & Risk Management

**NOTICE.** All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by:

- (a) personal delivery; or
- (b) certified mail, return receipt requested.

**NO WAIVER.** The County's failure to enforce any agreement in this Agreement shall not prevent the County from enforcing the agreement for any violations occurring at a later time.

**SURVIVAL.** If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.

**BINDING.** This Agreement binds the County and the Governmental Entity and all parties who lawfully succeed to their rights or take their places.

**FULL AGREEMENT.** The parties have read this Agreement. It contains their full agreement. It may not be changed except in writing signed by the County and the Governmental Entity.

**IN WITNESS WHEREOF,** and intending to be legally bound, the Board of Chosen Freeholders of the County of Burlington has caused this Agreement to be executed by its duly authorized Director, attested by its County Administrator and its corporate seal to be hereto affixed the day and year first written above.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound, the parties to this agreement have caused this Agreement to be executed by their representative, attested to and the proper seal to be hereto affixed the day and year first written above.

(SEAL)

Attest:

**BOARD OF CHOSEN FREEHOLDERS  
OF BURLINGTON COUNTY**

By:

\_\_\_\_\_  
Paul Drayton  
County Administrator

\_\_\_\_\_  
Bruce Garganio  
Freeholder Director

(SEAL)

Attest:

**TOWNSHIP OF WILLINGBORO**

Clerk

By:

Mayor

STATE OF NEW JERSEY)  
TOWNSHIP OF WILLINGBORO)  
COUNTY OF BURLINGTON )

I certify that on October 3, 2012, Sarah Wooding personally became before me and this person acknowledged under oath, to my satisfaction that:

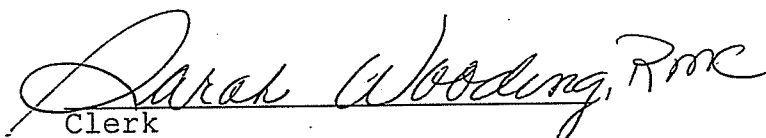
(a) This person is the Clerk for the Township of Willingboro, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Jacqueline Jennings the Mayor of the Township of Willingboro;

(c) This document was signed and delivered by the Township of Willingboro as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

  
Clerk  
Township of Willingboro

Sworn and Subscribed to  
before me this 3 day  
of October, 2012  
Vanessa Clouden

VANESSA CLOUDEN  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES JUNE 17, 2016

STATE OF NEW JERSEY )

SS

COUNTY OF BURLINGTON )

I certify that on \_\_\_\_\_, 2012, Paul Drayton personally became before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the County Administrator for the Burlington County Board of Chosen Freeholders, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Bruce Garganio, the Freeholder/Director of the Burlington County Board of Chosen Freeholders;

(c) This document was signed and delivered by the Burlington County Board of Chosen Freeholders as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Paul Drayton  
County Administrator

Sworn and Subscribed to  
before me this \_\_\_ day  
of \_\_\_\_\_, 2012  
\_\_\_\_\_

**Board of Chosen Freeholders**  
**County of Burlington**



OFFICE OF THE  
 BURLINGTON COUNTY FREEHOLDERS

Bruce D. Garganio  
 Leah Arter  
 Joseph B. Donnelly  
 Joseph Howarth  
 Mary Ann C. O'Brien

P.O. BOX 6000  
 MOUNT HOLLY, New Jersey  
 08060-6000

Paul Drayton, Jr.  
 County Administrator /  
 Board Clerk  
 609-265-5020  
 Fax: 609-702-7000

**AGENDA, REGULAR MEETING, BOARD OF CHOSEN FREEHOLDERS, COUNTY OF BURLINGTON**

Date: Sep 12, 2012 - 7:00 PM  
 Location: County Administration Building  
 Freeholder's Board Room  
 49 Rancocas Road  
 Mt. Holly, NJ 08060

Agenda: SHARED SERVICES AGREEMENT WITH VARIOUS MUNICIPALITIES FOR SNOW REMOVAL FOR THE TERM OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2015 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING

Official Resolution#		2012-00521					
Meeting Date		09/12/2012					
Introduced Date		09/12/2012					
Adopted Date		09/12/2012					
Agenda Item		h-50					
CAF #							
Purchase Req. #							
Result		Adopted					
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Garganio	✓				✓		
Arter	✓				✓		
Donnelly	✓		✓		✓		
Howarth	✓				✓		
O'Brien	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ AT THE MEETING REFERENCED THEREON

*Paul Drayton*

CLERK OF THE BOARD

WHEREAS, Burlington County has previously determined that it is in the best interest of the County to cooperate with the various governmental entities within the County regarding provision of mutual services for snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County and the various governmental entities within the County wish to cooperate in furthering their mutual ability to provide such snow removal, salting, and sanding services beneficial to the County of Burlington, to each governmental entity and ultimately to all residents within the County of Burlington; and

WHEREAS, a number of governmental entities within the County of Burlington wish to cooperate with the County of Burlington regarding snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County wishes to memorialize provisions for the provision of services for snow removal, salting and sanding of State, County and other governmental roads with the respective participating government entities within Burlington County for the period October 1, 2012 to September 30, 2015; and

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes the County to enter into Shared Services agreements for joint provisions of any service for which any party to the Shared Services agreement is authorized to enter within its own jurisdictional limit; and

WHEREAS, in order to memorialize respective agreements with the various governmental entities who wish to enter into such agreements, the County is required to enter into a Shared Services Agreement (hereinafter referred to as "Agreement") with each participating municipality which Agreement shall define the responsibilities and duties between the County and the respective municipal entities; now, therefore, be it

WHEREAS, the Burlington County Board of Chosen Freeholders and the municipalities within Burlington County are authorized by the Shared Services Act, N.J.S.A. 40A:65-1, et seq., to enter into contracts for the provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

RESOLVED by the Burlington County Board of Chosen Freeholders that a Shared Services Agreement between the County and the various governmental entities within the County of Burlington setting forth the terms and conditions of the agreements between the County and the various governmental entities relating to snow removal,

salting and sanding of applicable State, County and Municipal roads be hereby approved subject to approval as to final form by the Burlington County Solicitor; and, be it

FURTHER RESOLVED, that the Shared Services Agreements are authorized pursuant to the Shared Services Act, N.J.S. 40A:65-1, et seq.; and, be it

FURTHER RESOLVED, that such Shared Services Agreements shall be filed and available for public inspection for thirty (30) days after adoption of this Resolution in the offices of the Burlington County Administrator per the requirements of N.J.S. 40A:65-5(b).

FURTHER RESOLVED, that the Burlington County Administrator is hereby authorized to sign, seal, execute and deliver the subject Agreement(s) between the County and the various governmental entities in accordance with the Rules of the Board.

FURTHER RESOLVED, that per the requirements of N.J.S. 40A:65-5(b), copies of the proposed contract are available for public inspection between the hours of 9:00 A.M. to 5:00 P.M. in Room 123 in the Burlington County Office Building, 49 Rancocas Road, Mount Holly, New Jersey 08060.



Willingboro

Rt626 Beverly Rancocas Rd	3.6
4 lanes divided	3.6
Rt629 Levitt Pkwy	1
4 lanes divided	1
Rt630 Levitt Pkwy / Charleston Rd	3.2
4 lanes divided	3.2
Rt633 JFK Way	2
4 lanes	2
Rt634 Sunset Road	1.2
4 lanes	1.2
Rt688 Salem Rd	<u>.1</u>
Total	22.1

TOWNSHIP OF WILLINGBORO  
RESOLUTION 2012---165

cc: Kiehl  
Fin  
✓ Rd of Free

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENT WITH THE BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS FOR SNOW REMOVAL AND ASSOCIATED USES.**

**WHEREAS**, the Township of Willingboro ("Township") has determined that it is in the best interest of the Township to cooperate with the Burlington County Board of Chosen Freeholders (the "County") regarding the provision of mutual services for snow removal, salting and sanding of state, County and Municipal roads; and

**WHEREAS**, the Township and the County wish to cooperate in furthering their mutual ability to provide snow removal, salting, sanding, and associated services (hereinafter "the Services") which are beneficial to the Township and its residents and to the County and its residents; and

**WHEREAS**, the Township and the County wishes to memorialize the provision of the Services for the period of October 1, 2012 to September 30, 2015;

**WHEREAS**, N.J.S.A. 40A:65-1, et seq. authorizes the Township and Burlington County Board of Chosen Freeholders (the "County") to enter into the Shared Services agreement for joint provision of any service for which that party is authorized to enter within its jurisdiction ("Agreement"); and

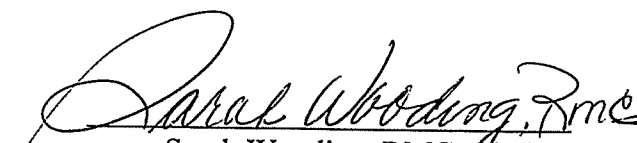
**WHEREAS**, the purpose of the Agreement is to define the responsibilities and duties between the County and the Township;

**WHEREAS**, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto, and determined that it is in the public interest of and will benefit the Township of Willingboro; and

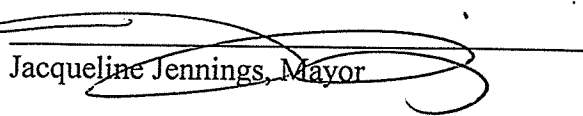
**NOW THEREFORE, BE IT RESOLVED**, on this 2<sup>nd</sup> day of October, 2012, the Township Council of the Township of Willingboro assembled in open public session, hereby authorizes the Mayor to execute a Shared Service Agreement on behalf of the Township Council, with the Burlington County Board of Chosen Freeholders for snow removal, salting, sanding and associated uses of applicable roads, in accordance with N.J.S.40A:65-1, et seq.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be provided to the Burlington County Board of Chosen Freeholders for their information and attention.

COPY

  
Sarah Wooding, RMC, Clerk

Township of Willingboro

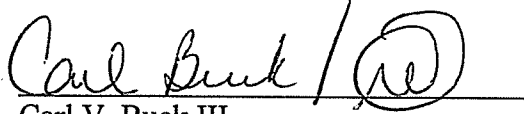
  
Jacqueline Jennings, Mayor

I thank you for your attention and courtesy in this matter.

Very truly yours,

PETER H. NELSON  
BURLINGTON COUNTY SOLICITOR

By:



Carl V. Buck III  
Senior Assistant County Solicitor  
[cbuck@co.burlington.nj.us](mailto:cbuck@co.burlington.nj.us)

CVB/rl

Enclosure

cc: Paul Drayton, County Administrator  
Peter H. Nelson, County Solicitor  
William Kochersperger, Supervising Road Inspector, Highway Dept  
Jeffrey Kerchner, Supervising Administrative Analyst  
Sharon M. Brauckmann, Purchasing Agent

provision of any service which any party to the agreement is authorized to render within its own jurisdiction and the County has evidenced its approval to enter into this Agreement by authorization of Resolution No. 2012-521 dated September 12, 2012 (a copy of which is attached hereto as Schedule "B") and the Governmental Entity Resolution No. \_\_\_\_\_ on \_\_\_\_\_ (a copy of which is attached hereto as Schedule "C").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows and as pertinent to this specific agreement:

1. Parties agree to the following schedule:

- a. Plowing and Salting:        \_\_miles\_\_ x times plowed x   \$230.00=
- b. Salting only:                \_\_miles\_\_ x times salted x   \$115.00=
- c. Plowing only:                \_\_miles\_\_ x times plowed x   \$115.00=

2. The Governmental Entity agrees to not lift its snowplows or turn off its salter when traveling on the applicable streets contained within all the streets in Schedule "A".

**TERM.** The term of this Agreement is for a period of three (3) years beginning October 1, 2012 to September 30, 2015.

**CONSIDERATION.** As good and valuable consideration for this Use Agreement, the Governmental Entity agrees to pay to County the sum of \$1.00 per year in addition to any other costs for services and or materials as contained in number 1, above.

**RENEWAL.** County and the Governmental Entity have the option for continuing a one-year renewal to the agreement. Notification of request to continue such Agreement must be made by the

dollars (\$2,000,000) annual aggregate.

- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement taking effect, the Governmental Entity shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate of Insurance by the Insurance & Risk Management Division is a precedent to the taking effect of this Agreement. The certificate should be issued to:

Burlington County Board of Chosen Freeholders  
49 Rancocas Road, PO Box 6000  
Mt. Holly, NJ 08060-6000  
Attention: Insurance & Risk Management

**NOTICE.** All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by:

- (a) personal delivery; or
- (b) certified mail, return receipt requested.

**NO WAIVER.** The County's failure to enforce any agreement in this Agreement shall not prevent the County from enforcing the agreement for any violations occurring at a later time.

**SURVIVAL.** If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.

STATE OF NEW JERSEY)  
TOWNSHIP OF WILLINGBORO)  
COUNTY OF BURLINGTON )

I certify that on October 3, 2012, Sarah Wooding personally became before me and this person acknowledged under oath, to my satisfaction that:

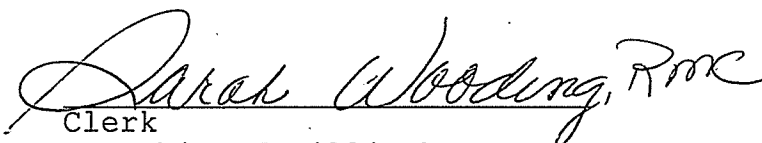
(a) This person is the Clerk for the Township of Willingboro, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Jacqueline Jennings the Mayor of the Township of Willingboro;

(c) This document was signed and delivered by the Township of Willingboro as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

  
Clerk  
Township of Willingboro

Sworn and Subscribed to

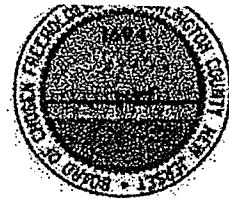
before me this 3 day

of October, 2012

Vanessa Clouden

VANESSA CLOUDEN  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES JUNE 17, 2016

**Board of Chosen Freeholders**  
**County of Burlington**



OFFICE OF THE  
 BURLINGTON COUNTY FREEHOLDERS

Bruce D. Garganio  
 Leah Arter  
 Joseph B. Donnelly  
 Joseph Howarth  
 Mary Ann C. O'Brien

P.O. BOX 6000  
 MOUNT HOLLY, New Jersey  
 08060-6000

Paul Drayton, Jr.  
 County Administrator /  
 Board Clerk  
 609-265-5020  
 Fax: 609-702-7000

**AGENDA, REGULAR MEETING, BOARD OF CHOSEN FREEHOLDERS, COUNTY OF BURLINGTON**

Date: Sep 12, 2012 - 7:00 PM  
 Location: County Administration Building  
 Freeholder's Board Room  
 49 Rancocas Road  
 Mt. Holly, NJ 08060

Agenda: SHARED SERVICES AGREEMENT WITH VARIOUS MUNICIPALITIES FOR SNOW REMOVAL FOR THE TERM OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2015 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING

Official Resolution#	2012-00521						
Meeting Date	09/12/2012						
Introduced Date	09/12/2012						
Adopted Date	09/12/2012						
Agenda Item	h-50						
CAF #							
Purchase Req. #							
Result	Adopted						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Garganio	<				<		
Arter	<				<		
Donnelly	<		<		<		
Howarth	<				<		
O'Brien	<			<	<		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ AT THE MEETING REFERENCED THEREON

*Paul Drayton*

CLERK OF THE BOARD

salting and sanding of applicable State, County and Municipal roads be hereby approved subject to approval as to final form by the Burlington County Solicitor; and, be it

FURTHER RESOLVED, that the Shared Services Agreements are authorized pursuant to the Shared Services Act, N.J.S. 40A:65-1, et seq.; and, be it

FURTHER RESOLVED, that such Shared Services Agreements shall be filed and available for public inspection for thirty (30) days after adoption of this Resolution in the offices of the Burlington County Administrator per the requirements of N.J.S. 40A:65-5(b).

FURTHER RESOLVED, that the Burlington County Administrator is hereby authorized to sign, seal, execute and deliver the subject Agreement(s) between the County and the various governmental entities in accordance with the Rules of the Board.

FURTHER RESOLVED, that per the requirements of N.J.S. 40A:65-5(b), copies of the proposed contract are available for public inspection between the hours of 9:00 A.M. to 5:00 P.M. in Room 123 in the Burlington County Office Building, 49 Rancocas Road, Mount Holly, New Jersey 08060.





# TOWNSHIP OF WILLINGBORO

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

**CC COPY**

October 4, 2012

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

Re: Authorizing the Execution of Shared Services Agreement with The Burlington County Board of Chosen Freeholders for Snow Removal and Associated Uses

Dear Sir or Madam;

Enclosed please find *Resolution 2012-165 Authorizing the Execution of Shared Services Agreement with The Burlington County Board of Chosen Freeholders for Snow Removal and Associated Uses*, which was adopted by Willingboro Township Council on October 2, 2012.

Please sign and return to this office a fully executed copy.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Encl.

**TOWNSHIP OF WILLINGBORO  
RESOLUTION 2012---165**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES  
AGREEMENT WITH THE BURLINGTON COUNTY BOARD OF CHOSEN  
FREEHOLDERS FOR SNOW REMOVAL AND ASSOCIATED USES.**

**WHEREAS**, the Township of Willingboro ("Township") has determined that it is in the best interest of the Township to cooperate with the Burlington County Board of Chosen Freeholders (the "County") regarding the provision of mutual services for snow removal, salting and sanding of state, County and Municipal roads; and

**WHEREAS**, the Township and the County wish to cooperate in furthering their mutual ability to provide snow removal, salting, sanding, and associated services (hereinafter "the Services") which are beneficial to the Township and its residents and to the County and its residents; and

**WHEREAS**, the Township and the County wishes to memorialize the provision of the Services for the period of October 1, 2012 to September 30, 2015;

**WHEREAS**, N.J.S.A. 40A:65-1, et seq. authorizes the Township and Burlington County Board of Chosen Freeholders (the "County") to enter into the Shared Services agreement for joint provision of any service for which that party is authorized to enter within its jurisdiction ("Agreement"); and

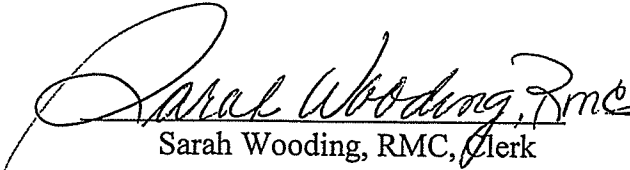
**WHEREAS**, the purpose of the Agreement is to define the responsibilities and duties between the County and the Township;

**WHEREAS**, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto, and determined that it is in the public interest of and will benefit the Township of Willingboro; and

**NOW THEREFORE, BE IT RESOLVED**, on this 2<sup>nd</sup> day of October, 2012, the Township Council of the Township of Willingboro assembled in open public session, hereby authorizes the Mayor to execute a Shared Service Agreement on behalf of the Township Council, with the Burlington County Board of Chosen Freeholders for snow removal, salting, sanding and associated uses of applicable roads, in accordance with N.J.S.40A:65-1, et seq.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be provided to the Burlington County Board of Chosen Freeholders for their information and attention.

Township of Willingboro

  
Sarah Wooding, RMC, Clerk

  
Jacqueline Jennings, Mayor

Document Prepared by:

Carl V. Buck III  
Burlington County  
Solicitor's Office

**SHARED SERVICES AGREEMENT**  
**BETWEEN**  
**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS**  
**AND**  
**TOWNSHIP OF WILLINGBORO**

THIS AGREEMENT made on this 3rd day of October, 2012,

by and between the **BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY**, with offices located at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter known as the "County"), and the **[TOWNSHIP OF WILLINGBORO]**, a body politic and corporate of the State of New Jersey, with offices located at Municipal Complex, One Salem Road, Willingboro, NJ 08048 (hereinafter known as the "Governmental Entity"):

WITNESSETH:

WHEREAS, the parties having authorized and approved this Agreement, the County by Resolution No. 2012-521 on September 12, 2012 and the Governmental Entity by Ordinance, duly adopted pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq.;

WHEREAS, the parties herein wish to reach an agreement between the County and the Governmental Entity regarding snow and snow removal activities which information pertaining to the agreement is contained in the attached Schedule "A".

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a County and a Governmental Entity to enter into contracts for the joint

provision of any service which any party to the agreement is authorized to render within its own jurisdiction and the County has evidenced its approval to enter into this Agreement by authorization of Resolution No. 2012-521 dated September 12, 2012 (a copy of which is attached hereto as Schedule "B") and the Governmental Entity Resolution No. \_\_\_\_\_ on \_\_\_\_\_ (a copy of which is attached hereto as Schedule "C").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows and as pertinent to this specific agreement:

1. Parties agree to the following schedule:

- a. Plowing and Salting:      \_\_miles\_\_ x times plowed x   \$230.00=
- b. Salting only:            \_\_miles\_\_ x times salted x   \$115.00=
- c. Plowing only:            \_\_miles\_\_ x times plowed x   \$115.00=

2. The Governmental Entity agrees to not lift its snowplows or turn off its salter when traveling on the applicable streets contained within all the streets in Schedule "A".

**TERM.** The term of this Agreement is for a period of three (3) years beginning October 1, 2012 to September 30, 2015.

**CONSIDERATION.** As good and valuable consideration for this Use Agreement, the Governmental Entity agrees to pay to County the sum of \$1.00 per year in addition to any other costs for services and or materials as contained in number 1, above.

**RENEWAL.** County and the Governmental Entity have the option for continuing a one-year renewal to the agreement. Notification of request to continue such Agreement must be made by the

Governmental Entity to County no sooner than six months nor later than three months before the end of the period. Notification must be made to the Office of the Burlington County Solicitor by regular and certified mail or hand-delivery. The parties agree that the County in its sole discretion shall have the ability to either continue with this Agreement or terminate the same. The right to one-year renewals of this agreement shall continue in perpetuity until rescinded by the County or modified by a subsequent agreement.

**PAYMENT.** Payment for use of the services under this Shared Services Agreement shall be made as billed with payment to be made within 45 days after complete submission of bills and appropriate back up information. Governmental Entity on not less than monthly, if applicable.

**NO ASSIGNMENT.** The Governmental Entity may not do any of the following without the County's written consent:

- (a) assign this Agreement;

**LIABILITY INSURANCE.** The Governmental Entity shall secure and maintain the following insurance coverage during the term of this Agreement.

- a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.
- b. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million

dollars (\$2,000,000) annual aggregate.

- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement taking effect, the Governmental Entity shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate of Insurance by the Insurance & Risk Management Division is a precedent to the taking effect of this Agreement. The certificate should be issued to:

Burlington County Board of Chosen Freeholders  
49 Rancocas Road, PO Box 6000  
Mt. Holly, NJ 08060-6000  
Attention: Insurance & Risk Management

**NOTICE.** All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by:

- (a) personal delivery; or
- (b) certified mail, return receipt requested.

**NO WAIVER.** The County's failure to enforce any agreement in this Agreement shall not prevent the County from enforcing the agreement for any violations occurring at a later time.

**SURVIVAL.** If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.

**BINDING.** This Agreement binds the County and the Governmental Entity and all parties who lawfully succeed to their rights or take their places.

**FULL AGREEMENT.** The parties have read this Agreement. It contains their full agreement. It may not be changed except in writing signed by the County and the Governmental Entity.

**IN WITNESS WHEREOF,** and intending to be legally bound, the Board of Chosen Freeholders of the County of Burlington has caused this Agreement to be executed by its duly authorized Director, attested by its County Administrator and its corporate seal to be hereto affixed the day and year first written above.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound, the parties to this agreement have caused this Agreement to be executed by their representative, attested to and the proper seal to be hereto affixed the day and year first written above.

(SEAL)

Attest:

**BOARD OF CHOSEN FREEHOLDERS  
OF BURLINGTON COUNTY**

\_\_\_\_\_  
Paul Drayton  
County Administrator

By:

\_\_\_\_\_  
Bruce Garganio  
Freeholder Director

(SEAL)

Attest:

**TOWNSHIP OF WILLINGBORO**

*Paul Wooding, RMC*  
Clerk

By:

\_\_\_\_\_  
Mayor

STATE OF NEW JERSEY)

TOWNSHIP OF WILLINGBORO)

COUNTY OF BURLINGTON )

I certify that on October 3, 2012, Sarah Wooding personally became before me and this person acknowledged under oath, to my satisfaction that:

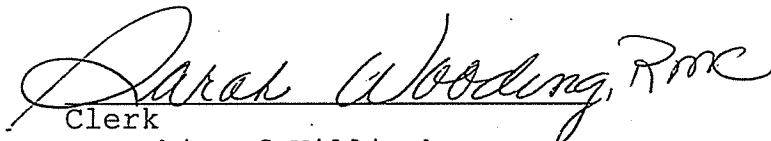
(a) This person is the Clerk for the Township of Willingboro, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Jacqueline Jennings the Mayor of the Township of Willingboro;

(c) This document was signed and delivered by the Township of Willingboro as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

  
Clerk  
Township of Willingboro

Sworn and Subscribed to

before me this 3 day

of October, 2012

Vanessa Clouden

VANESSA CLOUDEN  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES JUNE 17, 2016



STATE OF NEW JERSEY )

ss

COUNTY OF BURLINGTON)

I certify that on \_\_\_\_\_, 2012, Paul Drayton personally became before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the County Administrator for the Burlington County Board of Chosen Freeholders, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Bruce Garganio, the Freeholder/Director of the Burlington County Board of Chosen Freeholders;

(c) This document was signed and delivered by the Burlington County Board of Chosen Freeholders as its voluntary act duly authorized by a proper resolution;

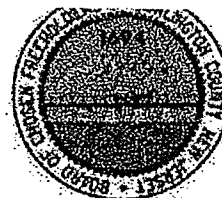
(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Paul Drayton  
County Administrator

Sworn and Subscribed to  
before me this \_\_\_ day  
of \_\_\_\_\_, 2012  
\_\_\_\_\_

**Board of Chosen Freeholders**  
**County of Burlington**



OFFICE OF THE  
BURLINGTON COUNTY FREEHOLDERS

Bruce D. Garganio  
Leah Arter  
Joseph B. Donnelly  
Joseph Howarth  
Mary Ann C. O'Brien

P.O. BOX 6000  
MOUNT HOLLY, New Jersey  
08060-6000

Paul Drayton, Jr.  
*County Administrator /*  
*Board Clerk*  
609-265-5020  
Fax: 609-702-7000

**AGENDA, REGULAR MEETING, BOARD OF CHOSEN FREEHOLDERS, COUNTY OF BURLINGTON**

Date: Sep 12, 2012 - 7:00 PM  
Location: County Administration Building  
Freeholder's Board Room  
49 Rancocas Road  
Mt. Holly, NJ 08060

Agenda: SHARED SERVICES AGREEMENT WITH VARIOUS MUNICIPALITIES FOR SNOW REMOVAL FOR THE TERM OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2015 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING

<b>Official Resolution#</b>		<b>2012-00521</b>					
<b>Meeting Date</b>		09/12/2012					
<b>Introduced Date</b>		09/12/2012					
<b>Adopted Date</b>		09/12/2012					
<b>Agenda Item</b>		h-50					
<b>CAF #</b>							
<b>Purchase Req. #</b>							
<b>Result</b>		Adopted					
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Garganio	✓				✓		
Arter	✓				✓		
Donnelly	✓		✓		✓		
Howarth	✓				✓		
O'Brien	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ AT THE MEETING REFERENCED THEREON

*Paul Drayton*

CLERK OF THE BOARD

WHEREAS, Burlington County has previously determined that it is in the best interest of the County to cooperate with the various governmental entities within the County regarding provision of mutual services for snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County and the various governmental entities within the County wish to cooperate in furthering their mutual ability to provide such snow removal, salting, and sanding services beneficial to the County of Burlington, to each governmental entity and ultimately to all residents within the County of Burlington; and

WHEREAS, a number of governmental entities within the County of Burlington wish to cooperate with the County of Burlington regarding snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County wishes to memorialize provisions for the provision of services for snow removal, salting and sanding of State, County and other governmental roads with the respective participating government entities within Burlington County for the period October 1, 2012 to September 30, 2015; and

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes the County to enter into Shared Services agreements for joint provisions of any service for which any party to the Shared Services agreement is authorized to enter within its own jurisdictional limit; and

WHEREAS, in order to memorialize respective agreements with the various governmental entities who wish to enter into such agreements, the County is required to enter into a Shared Services Agreement (hereinafter referred to as "Agreement") with each participating municipality which Agreement shall define the responsibilities and duties between the County and the respective municipal entities; now, therefore, be it

WHEREAS, the Burlington County Board of Chosen Freeholders and the municipalities within Burlington County are authorized by the Shared Services Act, N.J.S.A. 40A:65-1, et seq., to enter into contracts for the provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

RESOLVED by the Burlington County Board of Chosen Freeholders that a Shared Services Agreement between the County and the various governmental entities within the County of Burlington setting forth the terms and conditions of the agreements between the County and the various governmental entities relating to snow removal,

salting and sanding of applicable State, County and Municipal roads be hereby approved subject to approval as to final form by the Burlington County Solicitor; and, be it

FURTHER RESOLVED, that the Shared Services Agreements are authorized pursuant to the Shared Services Act, N.J.S. 40A:65-1, et seq.; and, be it

FURTHER RESOLVED, that such Shared Services Agreements shall be filed and available for public inspection for thirty (30) days after adoption of this Resolution in the offices of the Burlington County Administrator per the requirements of N.J.S. 40A:65-5(b).

FURTHER RESOLVED, that the Burlington County Administrator is hereby authorized to sign, seal, execute and deliver the subject Agreement(s) between the County and the various governmental entities in accordance with the Rules of the Board.

FURTHER RESOLVED, that per the requirements of N.J.S. 40A:65-5(b), copies of the proposed contract are available for public inspection between the hours of 9:00 A.M. to 5:00 P.M. in Room 123 in the Burlington County Office Building, 49 Rancocas Road, Mount Holly, New Jersey 08060.

Willingboro

Rt626 Beverly Rancocas Rd	3.6
4 lanes divided	3.6
Rt629 Levitt Pkwy	1
4 lanes divided	1
Rt630 Levitt Pkwy / Charleston Rd	3.2
4 lanes divided	3.2
Rt633 JFK Way	2
4 lanes	2
Rt634 Sunset Road	1.2
4 lanes	1.2
Rt688 Salem Rd	<u>.1</u>
Total	22.1

10/4/12 sent email to Rich  
re: pg. 3.  
10/9/12 - s/w Rich - Ins.  
issue handled.

TOWNSHIP OF WILLINGBORO  
RESOLUTION 2012---165

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES  
AGREEMENT WITH THE BURLINGTON COUNTY BOARD OF CHOSEN  
FREEHOLDERS FOR SNOW REMOVAL AND ASSOCIATED USES.**

COPY

**WHEREAS**, the Township of Willingboro ("Township") has determined that it is in the best interest of the Township to cooperate with the Burlington County Board of Chosen Freeholders (the "County") regarding the provision of mutual services for snow removal, salting and sanding of state, County and Municipal roads; and

**WHEREAS**, the Township and the County wish to cooperate in furthering their mutual ability to provide snow removal, salting, sanding, and associated services (hereinafter "the Services") which are beneficial to the Township and its residents and to the County and its residents; and

**WHEREAS**, the Township and the County wishes to memorialize the provision of the Services for the period of October 1, 2012 to September 30, 2015;

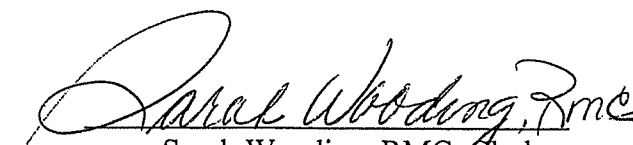
**WHEREAS**, N.J.S.A. 40A:65-1, et seq. authorizes the Township and Burlington County Board of Chosen Freeholders (the "County") to enter into the Shared Services agreement for joint provision of any service for which that party is authorized to enter within its jurisdiction ("Agreement"); and

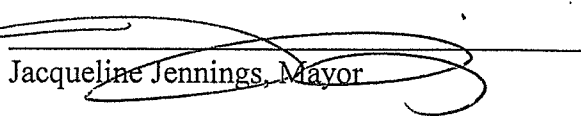
**WHEREAS**, the purpose of the Agreement is to define the responsibilities and duties between the County and the Township;

**WHEREAS**, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto, and determined that it is in the public interest of and will benefit the Township of Willingboro; and

**NOW THEREFORE, BE IT RESOLVED**, on this 2<sup>nd</sup> day of October, 2012, the Township Council of the Township of Willingboro assembled in open public session, hereby authorizes the Mayor to execute a Shared Service Agreement on behalf of the Township Council, with the Burlington County Board of Chosen Freeholders for snow removal, salting, sanding and associated uses of applicable roads, in accordance with N.J.S.40A:65-1, et seq.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be provided to the Burlington County Board of Chosen Freeholders for their information and attention.

  
Sarah Wooding, RMC, Clerk

Township of Willingboro  
  
Jacqueline Jennings, Mayor

Document Prepared by:

Carl V. Buck III  
Burlington County  
Solicitor's Office

**SHARED SERVICES AGREEMENT**  
**BETWEEN**  
**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS**  
**AND**  
**TOWNSHIP OF WILLINGBORO**

THIS AGREEMENT made on this 3rd day of October, 2012,  
by and between the **BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY**, with offices located at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter known as the "County"), and the **[TOWNSHIP OF WILLINGBORO]**, a body politic and corporate of the State of New Jersey, with offices located at Municipal Complex, One Salem Road, Willingboro, NJ 08048 (hereinafter known as the "Governmental Entity"):

WITNESSETH:

WHEREAS, the parties having authorized and approved this Agreement, the County by Resolution No. 2012-521 on September 12, 2012 and the Governmental Entity by Ordinance, duly adopted pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq.;

WHEREAS, the parties herein wish to reach an agreement between the County and the Governmental Entity regarding snow and snow removal activities which information pertaining to the agreement is contained in the attached Schedule "A".

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a County and a Governmental Entity to enter into contracts for the joint

provision of any service which any party to the agreement is authorized to render within its own jurisdiction and the County has evidenced its approval to enter into this Agreement by authorization of Resolution No. 2012-521 dated September 12, 2012 (a copy of which is attached hereto as Schedule "B") and the Governmental Entity Resolution No. \_\_\_\_\_ on \_\_\_\_\_ (a copy of which is attached hereto as Schedule "C").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows and as pertinent to this specific agreement:

1. Parties agree to the following schedule:

- a. Plowing and Salting:      \_\_miles\_\_ x times plowed x   \$230.00=
- b. Salting only:            \_\_miles\_\_ x times salted x   \$115.00=
- c. Plowing only:            \_\_miles\_\_ x times plowed x   \$115.00=

2. The Governmental Entity agrees to not lift its snowplows or turn off its salter when traveling on the applicable streets contained within all the streets in Schedule "A".

**TERM.** The term of this Agreement is for a period of three (3) years beginning October 1, 2012 to September 30, 2015.

**CONSIDERATION.** As good and valuable consideration for this Use Agreement, the Governmental Entity agrees to pay to County the sum of \$1.00 per year in addition to any other costs for services and or materials as contained in number 1, above.

**RENEWAL.** County and the Governmental Entity have the option for continuing a one-year renewal to the agreement. Notification of request to continue such Agreement must be made by the



Governmental Entity to County no sooner than six months nor later than three months before the end of the period. Notification must be made to the Office of the Burlington County Solicitor by regular and certified mail or hand-delivery. The parties agree that the County in its sole discretion shall have the ability to either continue with this Agreement or terminate the same. The right to one-year renewals of this agreement shall continue in perpetuity until rescinded by the County or modified by a subsequent agreement.

**PAYMENT.** Payment for use of the services under this Shared Services Agreement shall be made as billed with payment to be made within 45 days after complete submission of bills and appropriate back up information. Governmental Entity on not less than monthly, if applicable.

**NO ASSIGNMENT.** The Governmental Entity may not do any of the following without the County's written consent:

- (a) assign this Agreement;

**LIABILITY INSURANCE.** The Governmental Entity shall secure and maintain the following insurance coverage during the term of this Agreement.

- a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.
- b. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million

dollars (\$2,000,000) annual aggregate.

- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement taking effect, the Governmental Entity shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate of Insurance by the Insurance & Risk Management Division is a precedent to the taking effect of this Agreement. The certificate should be issued to:

Burlington County Board of Chosen Freeholders  
49 Rancocas Road, PO Box 6000  
Mt. Holly, NJ 08060-6000  
Attention: Insurance & Risk Management

**NOTICE.** All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by:

- (a) personal delivery; or
- (b) certified mail, return receipt requested.

**NO WAIVER.** The County's failure to enforce any agreement in this Agreement shall not prevent the County from enforcing the agreement for any violations occurring at a later time.

**SURVIVAL.** If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.

**BINDING.** This Agreement binds the County and the Governmental Entity and all parties who lawfully succeed to their rights or take their places.

**FULL AGREEMENT.** The parties have read this Agreement. It contains their full agreement. It may not be changed except in writing signed by the County and the Governmental Entity.

**IN WITNESS WHEREOF,** and intending to be legally bound, the Board of Chosen Freeholders of the County of Burlington has caused this Agreement to be executed by its duly authorized Director, attested by its County Administrator and its corporate seal to be hereto affixed the day and year first written above.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound, the parties to this agreement have caused this Agreement to be executed by their representative, attested to and the proper seal to be hereto affixed the day and year first written above.

(SEAL)

Attest:

**BOARD OF CHOSEN FREEHOLDERS  
OF BURLINGTON COUNTY**

\_\_\_\_\_  
Paul Drayton  
County Administrator

By:

\_\_\_\_\_  
Bruce Garganio  
Freeholder Director

(SEAL)

Attest:

**TOWNSHIP OF WILLINGBORO**

*Paul Wooding, RMC*  
Clerk

By:

\_\_\_\_\_  
Mayor

STATE OF NEW JERSEY)  
TOWNSHIP OF WILLINGBORO)  
COUNTY OF BURLINGTON)

I certify that on October 3, 2012, Sarah Wooding personally became before me and this person acknowledged under oath, to my satisfaction that:

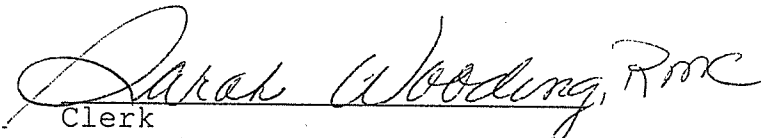
(a) This person is the Clerk for the Township of Willingboro, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Jacqueline Jennings the Mayor of the Township of Willingboro;

(c) This document was signed and delivered by the Township of Willingboro as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

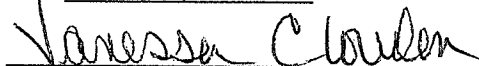
(e) This person signed this proof to attest to the truth of these facts.

  
Clerk  
Township of Willingboro

Sworn and Subscribed to

before me this 3 day

of October, 2012



VANESSA CLOUDEN  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES JUNE 17, 2016

STATE OF NEW JERSEY )

SS

COUNTY OF BURLINGTON )

I certify that on \_\_\_\_\_, 2012, Paul Drayton personally became before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the County Administrator for the Burlington County Board of Chosen Freeholders, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Bruce Garganio, the Freeholder/Director of the Burlington County Board of Chosen Freeholders;

(c) This document was signed and delivered by the Burlington County Board of Chosen Freeholders as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Paul Drayton  
County Administrator

Sworn and Subscribed to

before me this \_\_\_ day

of \_\_\_\_\_, 2012

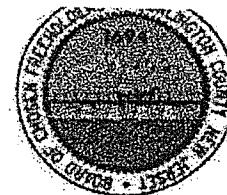
\_\_\_\_\_

**Board of Chosen Freeholders**  
**County of Burlington**

OFFICE OF THE  
 BURLINGTON COUNTY FREEHOLDERS

Bruce D. Garganio  
 Leah Arter  
 Joseph B. Donnelly  
 Joseph Howarth  
 Mary Ann C. O'Brien

P.O. BOX 6000  
 MOUNT HOLLY, New Jersey  
 08060-6000



Paul Drayton, Jr.  
 County Administrator /  
 Board Clerk  
 609-265-5020  
 Fax: 609-702-7000

**AGENDA, REGULAR MEETING, BOARD OF CHOSEN FREEHOLDERS, COUNTY OF BURLINGTON**

Date: Sep 12, 2012 - 7:00 PM  
 Location: County Administration Building  
 Freeholder's Board Room  
 49 Rancocas Road  
 Mt. Holly, NJ 08060

Agenda: SHARED SERVICES AGREEMENT WITH VARIOUS MUNICIPALITIES FOR SNOW REMOVAL FOR THE TERM OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2015 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING

Official Resolution#	2012-00521						
Meeting Date	09/12/2012						
Introduced Date	09/12/2012						
Adopted Date	09/12/2012						
Agenda Item	h-50						
CAF #							
Purchase Req. #							
Result	Adopted						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Garganio	✓				✓		
Arter	✓				✓		
Donnelly	✓		✓		✓		
Howarth	✓				✓		
O'Brien	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ AT THE MEETING REFERENCED THEREON

*Paul Drayton*

CLERK OF THE BOARD

WHEREAS, Burlington County has previously determined that it is in the best interest of the County to cooperate with the various governmental entities within the County regarding provision of mutual services for snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County and the various governmental entities within the County wish to cooperate in furthering their mutual ability to provide such snow removal, salting, and sanding services beneficial to the County of Burlington, to each governmental entity and ultimately to all residents within the County of Burlington; and

WHEREAS, a number of governmental entities within the County of Burlington wish to cooperate with the County of Burlington regarding snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County wishes to memorialize provisions for the provision of services for snow removal, salting and sanding of State, County and other governmental roads with the respective participating government entities within Burlington County for the period October 1, 2012 to September 30, 2015; and

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes the County to enter into Shared Services agreements for joint provisions of any service for which any party to the Shared Services agreement is authorized to enter within its own jurisdictional limit; and

WHEREAS, in order to memorialize respective agreements with the various governmental entities who wish to enter into such agreements, the County is required to enter into a Shared Services Agreement (hereinafter referred to as "Agreement") with each participating municipality which Agreement shall define the responsibilities and duties between the County and the respective municipal entities; now, therefore, be it

WHEREAS, the Burlington County Board of Chosen Freeholders and the municipalities within Burlington County are authorized by the Shared Services Act, N.J.S.A. 40A:65-1, et seq., to enter into contracts for the provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

RESOLVED by the Burlington County Board of Chosen Freeholders that a Shared Services Agreement between the County and the various governmental entities within the County of Burlington setting forth the terms and conditions of the agreements between the County and the various governmental entities relating to snow removal,

salting and sanding of applicable State, County and Municipal roads be hereby approved subject to approval as to final form by the Burlington County Solicitor; and, be it

FURTHER RESOLVED, that the Shared Services Agreements are authorized pursuant to the Shared Services Act, N.J.S. 40A:65-1, et seq.; and, be it

FURTHER RESOLVED, that such Shared Services Agreements shall be filed and available for public inspection for thirty (30) days after adoption of this Resolution in the offices of the Burlington County Administrator per the requirements of N.J.S. 40A:65-5(b).

FURTHER RESOLVED, that the Burlington County Administrator is hereby authorized to sign, seal, execute and deliver the subject Agreement(s) between the County and the various governmental entities in accordance with the Rules of the Board.

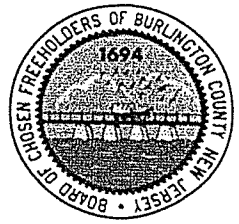
FURTHER RESOLVED, that per the requirements of N.J.S. 40A:65-5(b), copies of the proposed contract are available for public inspection between the hours of 9:00 A.M. to 5:00 P.M. in Room 123 in the Burlington County Office Building, 49 Rancocas Road, Mount Holly, New Jersey 08060.



Willingboro

Rt626 Beverly Rancocas Rd	3.6
4 lanes divided	3.6
Rt629 Levitt Pkwy	1
4 lanes divided	1
Rt630 Levitt Pkwy / Charleston Rd	3.2
4 lanes divided	3.2
Rt633 JFK Way	2
4 lanes	2
Rt634 Sunset Road	1.2
4 lanes	1.2
Rt688 Salem Rd	<u>.1</u>
Total	22.1

Board of Chosen Freeholders  
County of Burlington  
New Jersey



Office of the  
COUNTY SOLICITOR  
49 Rancocas Road, Room 225  
P.O. Box 6000  
Mount Holly, N.J. 08060-6000

October 15, 2012

PETER H. NELSON  
County Solicitor  
Tele: (609) 265-5289  
Fax: (609) 265-5933

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

Re: Shared Services Agreement  
Snow Removal 2012-2015  
Our File No. 19-02-12

Dear Clerk:

Please find enclosed a fully executed copy of the Shared Services Agreement between Burlington County and the Township of Willingboro for snow removal matters.


Should there be any questions concerning this, please do not hesitate to contact either myself or William Kochersperger, Acting Assistant County Supervisor of Roads & Bridges.

I thank you and the governing body of Willingboro for your attention to and courtesy in this matter.

Very truly yours,

PETER H. NELSON  
BURLINGTON COUNTY SOLICITOR

By:

  
\_\_\_\_\_  
Carl V. Buck III  
Senior Assistant Solicitor  
Cbuck@co.burlington.nj.us

COPY

CVB/rl  
Enclosure

cc Paul Drayton, County Administrator  
Peter H. Nelson, County Solicitor  
Joseph T. Brickley, Director of Public Works/County Engineer  
Jeff Kerchner, Acting County Supervisor of Roads & Bridges  
William Kochersperger, Acting Assistant County Supervisor of Roads & Bridges

Document Prepared by:



Carl V. Buck III  
Burlington County  
Solicitor's Office

**SHARED SERVICES AGREEMENT**  
**BETWEEN**  
**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS**  
**AND**  
**TOWNSHIP OF WILLINGBORO**

THIS AGREEMENT made on this 3rd day of October, 2012,  
by and between the BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON  
COUNTY, with offices located at 49 Rancocas Road, Mount Holly, New  
Jersey 08060 (hereinafter known as the "County"), and the  
[TOWNSHIP OF WILLINGBORO], a body politic and corporate of the  
State of New Jersey, with offices located at Municipal Complex,  
One Salem Road, Willingboro, NJ 08048 (hereinafter known as the  
"Governmental Entity"):

WITNESSETH:

WHEREAS, the parties having authorized and approved this  
Agreement, the County by Resolution No. 2012-521 on September 12,  
2012 and the Governmental Entity by Ordinance, duly adopted  
pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq.;

WHEREAS, the parties herein wish to reach an agreement  
between the County and the Governmental Entity regarding snow and  
snow removal activities which information pertaining to the  
agreement is contained in the attached Schedule "A".

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a County  
and a Governmental Entity to enter into contracts for the joint

provision of any service which any party to the agreement is authorized to render within its own jurisdiction and the County has evidenced its approval to enter into this Agreement by authorization of Resolution No. 2012-521 dated September 12, 2012 (a copy of which is attached hereto as Schedule "B") and the Governmental Entity Resolution No. \_\_\_\_\_ on \_\_\_\_\_ (a copy of which is attached hereto as Schedule "C").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows and as pertinent to this specific agreement:

1. Parties agree to the following schedule:

- a. Plowing and Salting:      \_\_miles\_\_ x times plowed x \$230.00=
- b. Salting only:            \_\_miles\_\_ x times salted x \$115.00=
- c. Plowing only:            \_\_miles\_\_ x times plowed x \$115.00=

2. The Governmental Entity agrees to not lift its snowplows or turn off its salter when traveling on the applicable streets contained within all the streets in Schedule "A".

**TERM.** The term of this Agreement is for a period of three (3) years beginning October 1, 2012 to September 30, 2015.

**CONSIDERATION.** As good and valuable consideration for this Use Agreement, the Governmental Entity agrees to pay to County the sum of \$1.00 per year in addition to any other costs for services and or materials as contained in number 1, above.

**RENEWAL.** County and the Governmental Entity have the option for continuing a one-year renewal to the agreement. Notification of request to continue such Agreement must be made by the

Governmental Entity to County no sooner than six months nor later than three months before the end of the period. Notification must be made to the Office of the Burlington County Solicitor by regular and certified mail or hand-delivery. The parties agree that the County in its sole discretion shall have the ability to either continue with this Agreement or terminate the same. The right to one-year renewals of this agreement shall continue in perpetuity until rescinded by the County or modified by a subsequent agreement.

**PAYMENT.** Payment for use of the services under this Shared Services Agreement shall be made as billed with payment to be made within 45 days after complete submission of bills and appropriate back up information. Governmental Entity on not less than monthly, if applicable.

**NO ASSIGNMENT.** The Governmental Entity may not do any of the following without the County's written consent:

- (a) assign this Agreement;

**LIABILITY INSURANCE.** The Governmental Entity shall secure and maintain the following insurance coverage during the term of this Agreement.

- a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.
- b. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million

dollars (\$2,000,000) annual aggregate.

- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement taking effect, the Governmental Entity shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate of Insurance by the Insurance & Risk Management Division is a precedent to the taking effect of this Agreement. The certificate should be issued to:

Burlington County Board of Chosen Freeholders  
49 Rancocas Road, PO Box 6000  
Mt. Holly, NJ 08060-6000  
Attention: Insurance & Risk Management

**NOTICE.** All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by:

- (a) personal delivery; or
- (b) certified mail, return receipt requested.

**NO WAIVER.** The County's failure to enforce any agreement in this Agreement shall not prevent the County from enforcing the agreement for any violations occurring at a later time.

**SURVIVAL.** If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.

**BINDING.** This Agreement binds the County and the Governmental Entity and all parties who lawfully succeed to their rights or take their places.

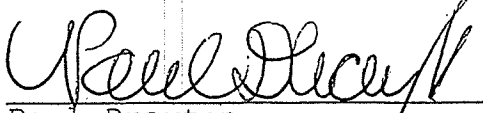
**FULL AGREEMENT.** The parties have read this Agreement. It contains their full agreement. It may not be changed except in writing signed by the County and the Governmental Entity.

**IN WITNESS WHEREOF,** and intending to be legally bound, the Board of Chosen Freeholders of the County of Burlington has caused this Agreement to be executed by its duly authorized Director, attested by its County Administrator and its corporate seal to be hereto affixed the day and year first written above.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound, the parties to this agreement have caused this Agreement to be executed by their representative, attested to and the proper seal to be hereto affixed the day and year first written above.

(SEAL)

Attest:

  
Paul Drayton  
County Administrator

**BOARD OF CHOSEN FREEHOLDERS  
OF BURLINGTON COUNTY**

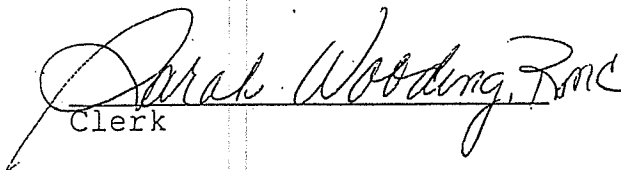
By:

  
Bruce Garganio  
Freeholder Director

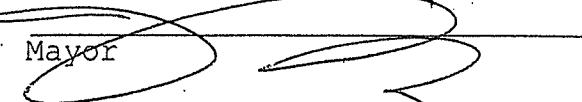
(SEAL)

Attest:

**TOWNSHIP OF WILLINGBORO**

  
Clerk

By:

  
Mayor

STATE OF NEW JERSEY)  
TOWNSHIP OF WILLINGBORO)  
COUNTY OF BURLINGTON)

I certify that on October 3, 2012, Sarah Wooding personally became before me and this person acknowledged under oath, to my satisfaction that:

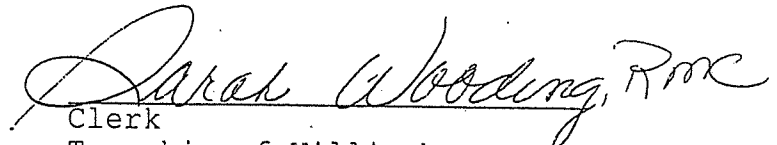
(a) This person is the Clerk for the Township of Willingboro, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Jacqueline Jennings the Mayor of the Township of Willingboro;

(c) This document was signed and delivered by the Township of Willingboro as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

  
Clerk  
Township of Willingboro

Sworn and Subscribed to

before me this 3 day

of October, 2012

Vanessa Clouden

VANESSA CLOUDEN  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES JUNE 17, 2016



STATE OF NEW JERSEY )

SS

COUNTY OF BURLINGTON )

I certify that on Oct 11, 2012, Paul Drayton personally became before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the County Administrator for the Burlington County Board of Chosen Freeholders, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Bruce Garganio, the Freeholder/Director of the Burlington County Board of Chosen Freeholders;

(c) This document was signed and delivered by the Burlington County Board of Chosen Freeholders as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

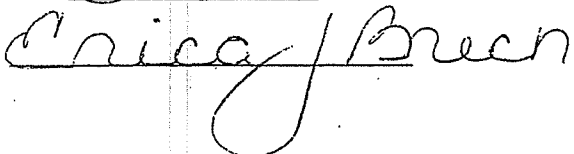
(e) This person signed this proof to attest to the truth of these facts.

  
Paul Drayton  
County Administrator

Sworn and Subscribed to

before me this 11<sup>th</sup> day

of October, 2012



ERICA J. BRECH

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES MARCH 31, 2014

**Board of Chosen Freeholders**  
**County of Burlington**

OFFICE OF THE  
 BURLINGTON COUNTY FREEHOLDERS

Bruce D. Garganio  
 Leah Arter  
 Joseph B. Donnelly  
 Joseph Howarth  
 Mary Ann C. O'Brien

P.O. BOX 6000  
 MOUNT HOLLY, New Jersey  
 08060-6000



Paul Drayton, Jr.  
 County Administrator /  
 Board Clerk  
 609-265-5020  
 Fax: 609-702-7000

**AGENDA, REGULAR MEETING, BOARD OF CHOSEN FREEHOLDERS, COUNTY OF BURLINGTON**

Date: Sep 12, 2012 - 7:00 PM  
 Location: County Administration Building  
 Freeholder's Board Room  
 49 Rancocas Road  
 Mt. Holly, NJ 08060

Agenda: SHARED SERVICES AGREEMENT WITH VARIOUS MUNICIPALITIES FOR SNOW REMOVAL FOR THE TERM OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2015 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING

Official Resolution#	2012-00521						
Meeting Date	09/12/2012						
Introduced Date	09/12/2012						
Adopted Date	09/12/2012						
Agenda Item	h-50						
CAF #							
Purchase Req. #							
Result	Adopted						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Garganio	✓				✓		
Arter	✓				✓		
Donnelly	✓		✓		✓		
Howarth	✓				✓		
O'Brien	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ AT THE MEETING REFERENCED THEREON

*Paul Drayton*

CLERK OF THE BOARD

WHEREAS, Burlington County has previously determined that it is in the best interest of the County to cooperate with the various governmental entities within the County regarding provision of mutual services for snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County and the various governmental entities within the County wish to cooperate in furthering their mutual ability to provide such snow removal, salting, and sanding services beneficial to the County of Burlington, to each governmental entity and ultimately to all residents within the County of Burlington; and

WHEREAS, a number of governmental entities within the County of Burlington wish to cooperate with the County of Burlington regarding snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County wishes to memorialize provisions for the provision of services for snow removal, salting and sanding of State, County and other governmental roads with the respective participating government entities within Burlington County for the period October 1, 2012 to September 30, 2015; and

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes the County to enter into Shared Services agreements for joint provisions of any service for which any party to the Shared Services agreement is authorized to enter within its own jurisdictional limit; and

WHEREAS, in order to memorialize respective agreements with the various governmental entities who wish to enter into such agreements, the County is required to enter into a Shared Services Agreement (hereinafter referred to as "Agreement") with each participating municipality which Agreement shall define the responsibilities and duties between the County and the respective municipal entities; now, therefore, be it

WHEREAS, the Burlington County Board of Chosen Freeholders and the municipalities within Burlington County are authorized by the Shared Services Act, N.J.S.A. 40A:65-1, et seq., to enter into contracts for the provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

RESOLVED by the Burlington County Board of Chosen Freeholders that a Shared Services Agreement between the County and the various governmental entities within the County of Burlington setting forth the terms and conditions of the agreements between the County and the various governmental entities relating to snow removal,

salting and sanding of applicable State, County and Municipal roads be hereby approved subject to approval as to final form by the Burlington County Solicitor; and, be it

FURTHER RESOLVED, that the Shared Services Agreements are authorized pursuant to the Shared Services Act, N.J.S. 40A:65-1, et seq.; and, be it

FURTHER RESOLVED, that such Shared Services Agreements shall be filed and available for public inspection for thirty (30) days after adoption of this Resolution in the offices of the Burlington County Administrator per the requirements of N.J.S. 40A:65-5(b).

FURTHER RESOLVED, that the Burlington County Administrator is hereby authorized to sign, seal, execute and deliver the subject Agreement(s) between the County and the various governmental entities in accordance with the Rules of the Board.

FURTHER RESOLVED, that per the requirements of N.J.S. 40A:65-5(b), copies of the proposed contract are available for public inspection between the hours of 9:00 A.M. to 5:00 P.M. in Room 123 in the Burlington County Office Building, 49 Rancocas Road, Mount Holly, New Jersey 08060.

Willingboro

Rt626 Beverly Rancocas Rd	3.6
4 lanes divided	3.6
Rt629 Levitt Pkwy	1
4 lanes divided	1
Rt630 Levitt Pkwy / Charleston Rd	3.2
4 lanes divided	3.2
Rt633 JFK Way	2
4 lanes	2
Rt634 Sunset Road	1.2
4 lanes	1.2
Rt688 Salem Rd	<u>.1</u>
Total	22.1

TOWNSHIP OF WILLINGBORO  
RESOLUTION 2012---165

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES  
AGREEMENT WITH THE BURLINGTON COUNTY BOARD OF CHOSEN  
FREEHOLDERS FOR SNOW REMOVAL AND ASSOCIATED USES.**

WHEREAS, the Township of Willingboro ("Township") has determined that it is in the best interest of the Township to cooperate with the Burlington County Board of Chosen Freeholders (the "County") regarding the provision of mutual services for snow removal, salting and sanding of state, County and Municipal roads; and

WHEREAS, the Township and the County wish to cooperate in furthering their mutual ability to provide snow removal, salting, sanding, and associated services (hereinafter "the Services") which are beneficial to the Township and its residents and to the County and its residents; and

WHEREAS, the Township and the County wishes to memorialize the provision of the Services for the period of October 1, 2012 to September 30, 2015;

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes the Township and Burlington County Board of Chosen Freeholders (the "County") to enter into the Shared Services agreement for joint provision of any service for which that party is authorized to enter within its jurisdiction ("Agreement"); and

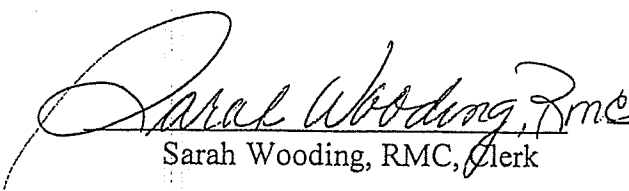
WHEREAS, the purpose of the Agreement is to define the responsibilities and duties between the County and the Township;

WHEREAS, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto, and determined that it is in the public interest of and will benefit the Township of Willingboro; and

**NOW THEREFORE, BE IT RESOLVED**, on this 2<sup>nd</sup> day of October, 2012, the Township Council of the Township of Willingboro assembled in open public session, hereby authorizes the Mayor to execute a Shared Service Agreement on behalf of the Township Council, with the Burlington County Board of Chosen Freeholders for snow removal, salting, sanding and associated uses of applicable roads, in accordance with N.J.S.40A:65-1, et seq.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be provided to the Burlington County Board of Chosen Freeholders for their information and attention.

Township of Willingboro

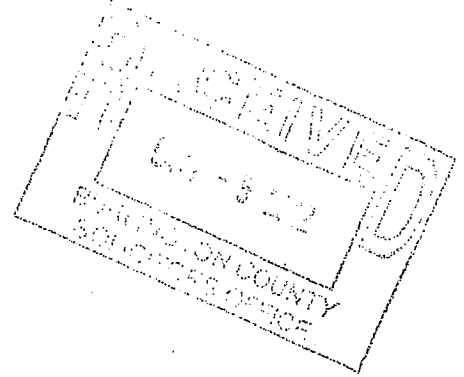
  
Sarah Wooding, RMC, Clerk

  
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



October 4, 2012

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

Re: Authorizing the Execution of Shared Services Agreement with The Burlington County Board of Chosen Freeholders for Snow Removal and Associated Uses

Dear Sir or Madam;

Enclosed please find *Resolution 2012-165 Authorizing the Execution of Shared Services Agreement with The Burlington County Board of Chosen Freeholders for Snow Removal and Associated Uses*, which was adopted by Willingboro Township Council on October 2, 2012.

Please sign and return to this office a fully executed copy.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Encl.

cc: J.D.  
Rtel

Resolution 2012-166

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF  
TOWNSHIP OF WILLINGBORO TO SUPPORT THE  
DEVELOPMENT IN DELCANCO OF THE "WEST AVENUE  
TRAILS AT THE DUNES" AND TO OPPOSE THE DUMPING OF  
DREDGE SPOILS AT THIS SITE.**

**Whereas**, The Honorable Marlene Jass, Mayor of Delanco Township, recently shared with the Township of Willingboro plans and materials regarding Delanco's new public park known as the "West Avenue Trails at the Dunes" with the Township Manager; and,

**Whereas**, the "West Avenue Trails at the Dunes" were created on the site of municipal compost facility as passive parkland which will primarily be used as paths and trails; and,

**Whereas**, as the Township shares a border with Delanco and shares the Dunes, the Township officially offers its support of the "West Avenue Trails at the Dunes"; and,

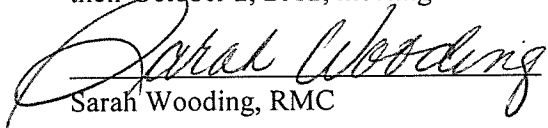
**Whereas**, the Township shares Delanco's concerns that the Dunes have been listed as a potential site for the dumping of dredge spoils from the Delaware River by the US Army Corps of Engineers and by the New Jersey Department of Environmental Protection; and,

**Whereas**, as the Willingboro Township Council supports the "West Avenue Trails at the Dunes" and as the Township of Willingboro has concerns about the impacts the dumping dredge spoils could have on the Township, the Township of Willingboro officially opposes the dumping of dredge spoils at the Dunes;

Now, therefore, be it resolved by the Mayor and Council of the Township of Willingboro that:

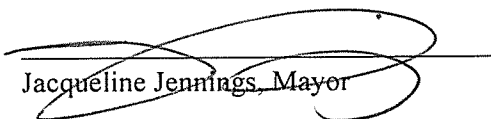
1. Willingboro Township officially supports the Township of Delanco's efforts to create The "West Avenue Trails at the Dunes".
2. Willingboro Township officially opposes the dumping of dredge spoils at the Dunes.
3. The Township Clerk is hereby authorized to forward this resolution to the Township of Delanco The US Army Corps of Engineers, and the New Jersey Department of Environmental Protection.

I, Sarah Wooding, RMC, and Municipal Clerk of the Township of Willingboro do hereby certify this to be a true and accurate copy of the Resolution approved by the Council of the Township of Willingboro at their October 2, 2012, meeting held at 7:00 PM at the Municipal Complex.

  
Sarah Wooding, RMC

10/2/2012  
Date

Approved:

  
Jacqueline Jennings, Mayor

10/2/2012  
Date



**RESOLUTION NO. 2012-167**  
**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 October, 2012 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 3 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.

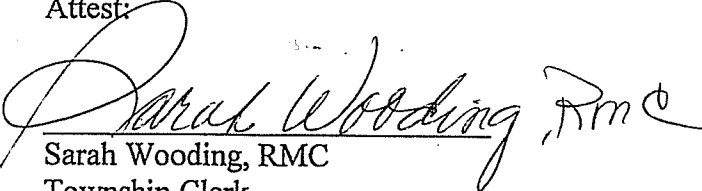
- \_\_\_\_\_ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- \_\_\_\_\_ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to:

**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

  
Jacqueline Jennings  
Mayor

Attest:

  
Sarah Wooding, RMC  
Township Clerk

cc: Monica  
Patty  
Sol

**Resolution No. 2012- 168**

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING  
THE SALE OF 30 PENNANT LANE BLOCK 315, LOT 9 WILLINGBORO, AND  
EXECUTION OF DOCUMENTS NECESSARY TO CONVEY THIS  
NEIGHBORHOOD STABILIZATION PROGRAM PROPERTY**

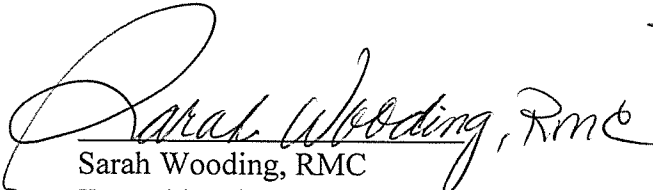
**WHEREAS**, the Township of Willingboro has been awarded and is in the process of administering a Neighborhood Stabilization Program (hereinafter, NSP) grant from the department of Housing and Urban Development to acquire and renovate or rebuild vacant properties in the township pursuant to the grant;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

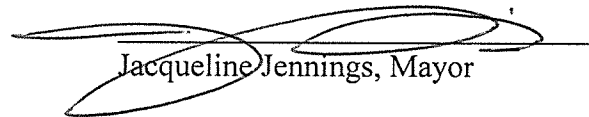
**WHEREAS**, it is in the best interest of the Township the goals of the NSP to sell each of the properties to NSP eligible purchasers in a timely manner; and

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

**WHEREAS**, the property at 30 Pennant Lane Willingboro, New Jersey 08046, Lot 315, Block 9 has been offered and accepted for sale at the price of \$99,500.00, in accordance with the NSP rules; and

**NOW THEREFORE BE IT RESOLVED**, in open public session on this 2<sup>nd</sup> day of October 2012 that the Township Council of the Township of Willingboro hereby authorizes the Mayor to execute all documents on behalf of the Township at the closing, in accordance with the NSP grant program.

  
Sarah Wooding, RMC  
Township Clerk

  
Jacqueline Jennings, Mayor

10/1/12  
SEE RECORD BOOK

Denise Thomas  
2221 Marne Highway  
Hainesport, NJ 08036

To Whom It May Concern,

Imani Realty & Associates is not representing me as a Buyer's agent.

Denise Thomas Denise Thomas

10-1-12 Date