

RESOLUTION NO. 2012---48

**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 6th, day of, March, 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:

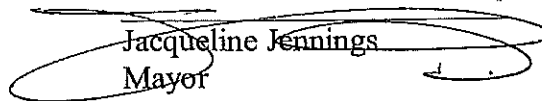
- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.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

TOWNSHIP OF WILLINGBORO


 Jacqueline Jennings
 Mayor

Attest:

 Sarah Wooding
 Acting Township Clerk

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

cc: PW

RESOLUTION NO. 2012 - 49

RESOLUTION AUTHORIZING THE ADOPTION OF A WILLINGBORO
TOWNSHIP SIGN REPLACEMENT PLAN

WHEREAS, the U.S. Department of Transportation Federal Highway Administration has mandated that a new standard in sign reflectivity be implemented by municipal entities such as the Township of Willingboro; and

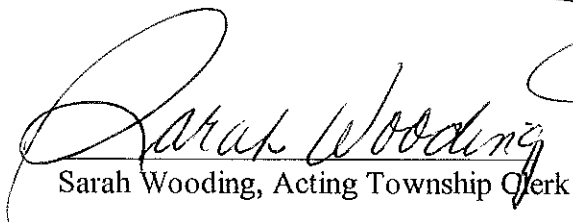
WHEREAS, the Township has determined that it is in the best interest of the Township to comply with the mandated standards; and

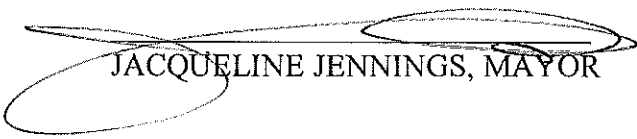
WHEREAS, the Township has established a sign assessment/management plan to maintain minimum levels of retro reflectivity, in accordance with the "Manual on Uniform traffic Control Devices" (MUTCD).

WHEREAS, the Township Council would like to adopt a Sign Replacement Plan to meet the mandated standards by the "Blanket Replacement" method as required by the MUTCD.

NOW THEREFORE BE IT resolved on this 6th day of March, 2012 in open public session that that the Township hereby adopts the Sign Replacement Plan, attached hereto, effective January 22, 2012.

BE IT FURTHER RESOLVED that the Township Manager and Department of Public Works are hereby authorized to take the necessary actions to implement the Sign Replacement Plan.


Sarah Wooding, Acting Township Clerk


JACQUELINE JENNINGS, MAYOR

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

cc: Finance
State

TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON
RESOLUTION TO USE ALTERNATE TAX COLLECTION RATE
PURSUANT TO N.J.S.A. 40A:4-41
FOR USE IN THE 2012 MUNICIPAL BUDGET
RESOLUTION NO. 2012--50

WHEREAS, the Township of Willingboro experienced substantial cancellations of 2011 property taxes due to tax appeal judgments of the county taxation board pursuant to R.S.54:3-21 et seq., or the State tax court pursuant to R.S.54:48-1 et seq., and a resulting decline in the tax collection rate for the year 2011; and

WHEREAS, the use of the lower collection rate in arriving at the budget appropriation Reserve for Uncollected Taxes in the 2012 Municipal Budget would result in an unfair tax burden to the taxpayers of the Township of Willingboro; and

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

WHEREAS, the Division of Local Government Services, Department of Community Affairs will allow the Township of Willingboro to use the alternate collection rate for the year 2011 in calculating the budget appropriation Reserve for Uncollected Taxes in the 2012 Municipal Budget; and

WHEREAS, the prior year's collection rate without reducing the certified tax for county tax board or the State tax court appeals is 96.04% for 2011; and

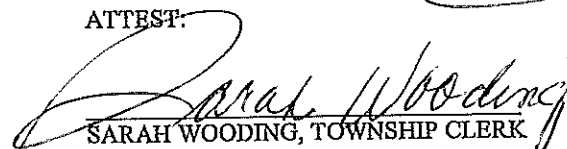
WHEREAS, the prior year's collection rate with reducing the certified tax for county tax board or the State tax court appeals is 97.19% for 2011,

NOW, THEREFORE, BE IT RESOLVED that the Township of Willingboro will use the collection rate of 97.19% in calculating the budget appropriation Reserve for Uncollected Taxes in the 2012 Municipal Budget.

TOWNSHIP OF WILLINGBORO


JACQUELINE JENNINGS, MAYOR

ATTEST:


SARAH WOODING, TOWNSHIP CLERK

The foregoing Resolution was duly adopted by the Township Council of the Township of Willingboro at a regular meeting held on March 6, 2012.

SARAH WOODING, TOWNSHIP CLERK

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

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2012-51**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PARTICIPATION IN THE IN THE NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY
“LIVE WHERE YOU WORK PROGRAM”**

WHEREAS, by resolution 2011-54, the Township authorized participation in the New Jersey Housing and Mortgage Finance Agency’s (NJHMFA) Live Where you Work (LWYW) program; and

WHEREAS, the Live Where You Work Program seeks to strengthen neighborhoods, increase community involvement through home ownership, and attract individuals who work within the Township to also live within the Township;

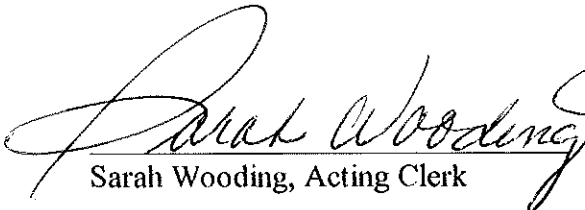
WHEREAS, the LWYW program is a partnership with municipalities to offer incentives to homebuyers who will live and work therein with a low interest first mortgage on properties within the municipalities, as well as down payment and/or closing costs assistance known; and

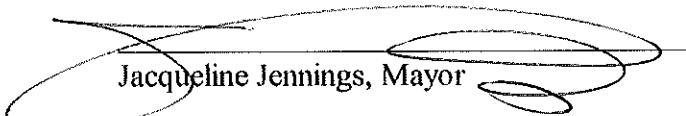
WHEREAS, the Township has been approved by the NJHMFA to participate in the program; and

WHEREAS, the Township desires to enter into an Agreement outlining the responsibilities of the Township and of the NJHMFA in administering the LWYW program, attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 6th day of March 2012, that the Mayor and the Township Clerk are hereby authorized to execute the Agreement between the New Jersey Housing and Mortgage Finance Agency and the Township of Willingboro for the Live Where You Work Program.

Township of Willingboro


Sarah Wooding, Acting Clerk


Jacqueline Jennings, Mayor

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 March 6, 2012.

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"/>			

**AGREEMENT BETWEEN
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AND TOWNSHIP OF WILLINGBORO
FOR
THE LIVE WHERE YOU WORK PROGRAM**

This Agreement is made on this ___6th___ day of March, 2012, by and between Township Willingboro a municipal corporation, located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey 08046 (the municipality) and the New Jersey Housing and Mortgage Finance Agency("HMFA"), an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended, N.J.S.A. 55:14K-1 et seq. (the "Act"), having a place of business at 637 South Clinton Avenue, Trenton, New Jersey.

Purpose

The purpose of this Agreement is to create an understanding by and between HMFA and the municipality regarding the shared responsibilities in administering HMFA's Live Where You Work (LWYW) Program.

Background

HMFA created the LWYW program in order to increase homeownership and enhance housing affordability opportunities within partner municipalities. The LWYW program offers homebuying incentives to persons employed within participating municipalities. Additionally, LWYW encourages the use of public transit and other forms of non-auto transportation for commuting to work, in furtherance of smart growth planning principles.

LWYW is a partnership between HMFA and participating municipalities. HMFA is responsible for providing enhanced financing benefits to eligible homebuyers as defined in the LWYW Fact Sheet, (see Attachment A) which the Agency may amend. Municipalities are responsible for marketing LWYW to persons employed within their municipal boundaries.

The financing benefits from HMFA include: (1) down payment and closing cost assistance under the Agency's Smart Start Program to eligible borrowers as defined in the LWYW Program Guidelines; and (2) expanded housing and debt ratios for homebuyers in underwriting the mortgage loan to factor in the reduction in travel expenses realized as a result of the homebuyer living close to their place of employment.

Understanding

1. RESPONSIBILITIES OF THE MUNICIPALITY.

- a. The municipality shall create an Outreach and Distribution Plan ("The Plan"). The Plan will, at a minimum, identify the top ten employment centers in the municipality and schedule outreach meetings with executive and human resource managers to market the program. The Plan shall provide a strategy for approaching the local media network (radio or television) through which the municipality can make public service announcements about the Program.
- b. The municipality shall approve the final marketing brochure prior to public release. The municipality shall provide program brochures for distribution to employers and distribute them to all municipal employees.
- c. The municipality shall contribute up to half the cost of printing and reproducing the brochure (up to approximately \$3000).
- d. The municipality shall describe the LWYW program on their municipal website. The LWYW web page must employ a short domain name that can be referenced easily from the LWYW brochure.
- e. The municipality shall participate in at least one public relations event for the Program.
- f. The municipality shall coordinate one public housing fair, which includes arranging for a location, providing necessary staff support, and promoting the event through local channels.
- g. The municipality is encouraged to identify further incentives for homebuyers in addition to the benefits offered through the LWYW program. The incentive may come from a third party, such as a local lender who serves as the originator of HMFA mortgage. For example, the lender could waive the application fee or provide direct closing cost/downpayment assistance. Other examples might include gifts (bicycles, transit passes, local event or museum passes, etc.), credit counseling or discounts to appliance stores.
- h. In addition, the municipality is encouraged to provide some quantifiable incentive to mortgage applicants who do not qualify for the HMFA financing. The incentive may come from a third party, such as a local lender who serves as the originator of HMFA mortgages and offers an alternative loan product for households not eligible for HMFA mortgages.
- i. Any and All Third party partners, referenced herein, will not be mentioned by name, logo, or website on the HMFA LWYW website or brochure. Instead, consumers will be encouraged to visit their municipality's website to learn about further incentives which are exclusive to their municipality. Municipalities are encouraged to promote their third party partnerships on their website.

2. RESPONSIBILITIES OF HMFA

- a. HMFA shall design a tri-fold marketing brochure and reproduce the necessary number of brochures, up to 25,000, for the Program.
- b. HMFA shall develop a custom website for LWYW that will provide information about the program in general, as well as specific pages for each participating municipality; participating municipalities will be able to link directly to their specific page.
- c. HMFA shall coordinate and manage one public relations event.
- d. HMFA shall assist the municipality in planning the housing fair.
- e. HMFA shall approve the municipal Outreach and Distribution Plan.
- f. HMFA shall assist the municipality with identifying appropriate municipal incentives for non-HMFA eligible applicants. HMFA shall approve the municipal incentive.

3. TERMS OF MEMORANDUM OF UNDERSTANDING

Unless terminated earlier in accordance with provision 4 hereof, this Agreement shall remain in full force until three (3) years from the execution of this Agreement.

4. EARLY TERMINATION

Termination Upon Notice. The municipality or HMFA may terminate this Agreement upon 60 calendar days advance notice to the parties. If the Agreement is terminated under this section, the municipality and HMFA shall complete all unfinished and ongoing obligations under the Agreement.

Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Agreement notwithstanding, the parties agree that their ability to honor the terms and conditions of this Agreement is contingent upon the availability of HMFA financing to support the mortgages, down payment and closing cost assistance, and funds to support operating and marketing costs. If, during the term of this Agreement, funds are unavailable, both parties reserve the right, upon Notice to the other party, to commensurately reduce the extent of their obligations under this Agreement or to terminate the Agreement.

5. ADDITIONAL PROVISIONS

Application of New Jersey Law. This Agreement shall be governed, construed, and interpreted in accordance with laws of the State of New Jersey. If any legal action should be filed by any party against any the other in

connection with this Agreement and/or other Loan Documents, the venue and forum for such action shall be the New Jersey Superior Court, Mercer County.

Limitation of Liability. It is mutually agreed by the Municipality and the Agency that the Agency and its members, directors, officers, agents, servants, employees, and attorneys shall not be liable for any action performed under this Agreement, and that the Municipality shall hold them harmless from any claim or suit of whatever nature.

Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Municipality agrees that it shall be applicable to claims arising under this Agreement. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

Exercise of Rights. A failure or a delay on the part of the municipality or HMFA in exercising any right, power or privilege under this Agreement shall not waive that right, power or privilege.

Moreover, a single or partial exercise shall not prevent another or further exercise of that or any other right, power privilege

6. AGREEMENT SIGNATURES AND DATES. The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement set forth on the preceding pages in paragraphs 1 through 6, and any related Annex(es). This Agreement contains within its four corners the entire agreement of parties and oral evidence tending to contradict, amend or supplement the Agreement is inadmissible; the parties having made the Agreement as the final and complete expression of their understanding.

TOWNSHIP OF WILLINGBORO

BY: _____

Jacqueline Jennings

TITLE: MAYOR, Township of Willingboro

DATE: _____

March 6, 2012

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

BY: _____

TITLE: _____

DATE: _____

Agreement Effective Date: _____

Agreement Expiration Date: _____

ACKNOWLEDGMENT

STATE OF NEW JERSEY,
SS.:
COUNTY OF Burlington

I CERTIFY that on 3-7- 2012, Jacqueline Jennings personally came before me, personally came before me, known to be the Mayor of the Township of Willingboro and acknowledged under oath, to my satisfaction, that the person:

- (a) named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as the act and deed of the Township of Willingboro.

Vanessa Clouden
Notary

ACKNOWLEDGMENT

VANESSA CLOUDEN
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES JUNE 17, 2016

STATE OF _____
SS:
COUNTY OF _____

I CERTIFY that on _____, _____ personally came before me known to be [an] authorized member[s] of the New Jersey Housing and Mortgage Finance Agency and acknowledged under oath, to my satisfaction, that the person:

- (a) described in and who personally signed this document; and
- (b) signed, sealed and delivered this document as the act and deed of the said NJHMFA.

(SEAL)

Notary Public

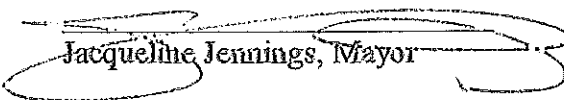
RESOLUTION 2012-52

WHEREAS, N.J.S. 40A:4-8, as amended by Chapter 259, P.L. 1995 provides that the budget may be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of hearing, a complete copy of the budget has been made available for public inspection in the free public library, if any, located within our municipality and a county library. If there is no county library located within the municipality, then it must be provided to any county library in the county wherein the municipality is located. Further, the public officer delegated the responsibility for delivery of the copies to said libraries has completed a certification forwarded to the governing body that such deliveries were made and copies have been made available by the Clerk to persons requesting them; and

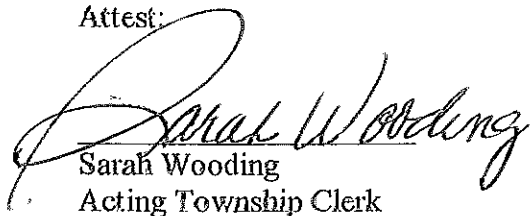
WHEREAS, these two conditions have been met;

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

ROLL CALL:


Jacqueline Jennings, Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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

**RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF
WILLINGBORO REQUESTING COAH OR THE DCA TO
REVIEW AND APPROVE THE TOWNSHIP'S SPENDING
PLAN**

WHEREAS, the Council of the Township of Willingboro asked the Court for a Judgment of Compliance and Repose in December of 2008 to approve its Housing Element and Fair Share Plan in its current form or any amended form; and

WHEREAS, the Township of Willingboro adopted a Development Fee Ordinance on December 23, 2008; and

WHEREAS, the Development Fee Ordinance was approved by the Court via an Order entered by the Honorable Ronald E. Bookbinder, A.J.S.C. on April 2, 2009; and

WHEREAS, the Development Fee Ordinance establishes an affordable housing trust fund that includes development fees, payments from developers in lieu of constructing affordable units on-site, barrier free escrow funds, rental income, repayments from affordable housing program loans, recapture funds, proceeds from the sale of affordable units, and/or funds collected in connection with the Township's affordable housing program; and

WHEREAS, a municipality with an affordable housing trust fund should receive approval of a spending plan prior to spending any of the funds in its housing trust fund; and

WHEREAS, N.J.A.C. 5:97-8.10 requires a spending plan to include the following:

1. A projection of revenues anticipated from imposing fees on development, based on pending, approved and anticipated developments and historic development activity;
2. A projection of revenues anticipated from other sources, including payments in lieu of constructing affordable units on sites zoned for affordable housing, funds from the sale of units with extinguished controls, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, and interest earned;
3. A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
4. A description of the anticipated use of all affordable housing trust funds pursuant to N.J.A.C. 5:97-8.7, 8.8, and 8.9;
5. A schedule for the expenditure of all affordable housing trust funds;

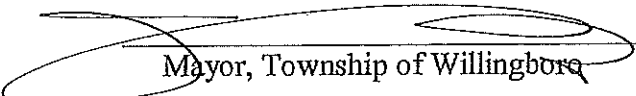
6. If applicable, a schedule for the creation or rehabilitation of housing units;
7. A pro-forma statement of the anticipated costs and revenues associated with the development if the municipality envisions supporting or sponsoring public sector or non-profit construction of housing; and
8. A plan to spend the trust fund balance within four years of the COAH's or the DCA's approval of the spending plan, or in accordance with an implementation schedule approved by the COAH or the DCA;
9. A plan to spend and/or contractually commit all development fees and any payments in lieu of construction within three years of the end of the calendar year ~~in which funds are collected, but no later than the end of third round substantive certification period;~~
10. The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan; and
11. A description of the anticipated use of excess affordable housing trust funds, in the event more funds than anticipated are collected, or projected funds exceed the amount necessary for satisfying the municipal affordable housing obligation.

WHEREAS, the Township of Willingboro has prepared a spending plan consistent with N.J.A.C. 5:97-8.10 and P.L. 2008, c.46.

WHEREAS, Judge Bookbinder, of the Superior Court of Burlington County, approved the spending plan via an Order entered on February 28, 2012 after it was reviewed and approved by the Court Master, Elizabeth McKenzie, P.P., A.I.C.P.; and said order required that the Township to seek final approval of same by COAH or the DCA.

NOW THEREFORE BE IT RESOLVED that the Council of the Township of Willingboro, County of Burlington, endorses the Spending Plan and requests that COAH or the DCA review and approve the Township's Spending Plan.

7


Mayor, Township of Willingboro

I, SARAH WOODING, Township Clerk of the Township of Willingboro, do hereby certify that the above is a true copy of a resolution adopted by the Township Council at a meeting held on 3/20, 2012.


Township Clerk, Township of Willingboro

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2012 -54**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES
AGREEMENT WITH EDGEWATER PARK TOWNSHIP FOR THE PROVISION
OF ANIMAL CONTROL SERVICES.**

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Services Agreement for the provision of municipal services ("Agreement"); and

WHEREAS, the purpose of Shared Services Agreements is to reduce local expenses funded by property taxpayers; and

WHEREAS, the Township Council of the Township of Willingboro and the Township of Edgewater Park desire to enter into a Shared Services Agreement for the provision of Animal Control Services to Edgewater Park for a fee of \$11,500.00 beginning April 1, 2012 and expiring March 31, 2013; and

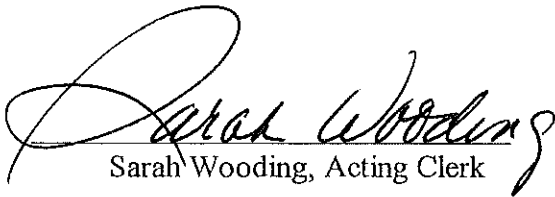
WHEREAS, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto; and

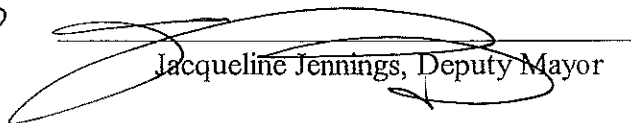
WHEREAS, the sharing of these services is in the public interest and will benefit the Township of Willingboro and the Township of Edgewater Park.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 20th day of March 2012 that the Mayor and the Township Clerk are hereby authorized to execute the Shared Services Agreement, as attached hereto, between the Township of Willingboro and the Township of Edgewater Park for the provision of Animal Control Services.

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

Township of Willingboro


Sarah Wooding, Acting Clerk


Jacqueline Jennings, Deputy Mayor

Recorded Vote

Yes No Abstain Absent

Councilman Anderson

✓

Councilman Campbell

✓

Councilman Gordon

✓

Deputy Mayor Ayrer

✓

Mayor Jennings

✓

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

This Agreement made this 1st day of April, 2012, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Edgewater Park Township, a Municipal Corporation with Principal offices at 400 Delanco Road, Edgewater Park, New Jersey, hereinafter called "Edgewater Park Township," for animal control services.

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

This Agreement shall be for a One (1) Year term commencing on April 1, 2012, and ending March 31, 2013. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

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

Definitions:

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

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

Coverage:

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

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

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

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

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

Financials:

Edgewater Park Township shall pay a fee of \$11,500.00 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency. Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Edgewater Park Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

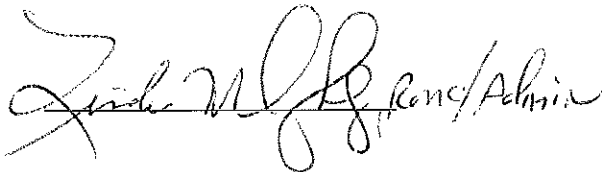
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

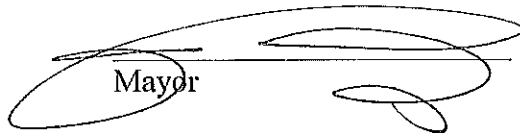
Attest:


Acting Township Clerk


Attest:


Zick M. Spencer/Admin

Township of Willingboro


Mayor

Edgewater Park Township


Mayor

**TOWNSHIP OF EDGEWATER PARK
RESOLUTION NO. 2012-44**

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

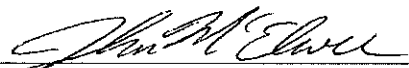
WHEREAS, the Township of Edgewater Park entered into an Interlocal Services Agreement with the Township of Willingboro to provide Animal Control services on November 22, 2005; and

WHEREAS, said contract was nullified in April 2011 and the Township entered into an Interlocal Service Agreement with Willingboro Township effective April 1, 2011; and

WHEREAS, the Township of Edgewater Park, pursuant to the terms and provisions as set forth in a revised Interlocal Services Agreement, a copy of which is filed in the Clerk's Office, desires to enter into a new Interlocal Services Agreement for a one year period, effective April 1, 2012 with the Township of Willingboro pursuant to N.J.S.A. 40:8A-1, et. seq.

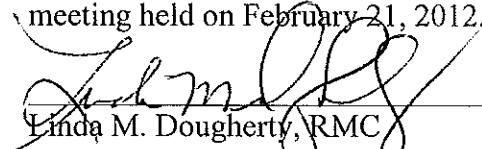
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Edgewater Park that the Mayor and/or Clerk/Administrator is hereby authorized to execute said agreement on behalf of the Township of Edgewater Park.

TOWNSHIP OF EDGEWATER PARK



John McElwee, Mayor

I certify that the foregoing Resolution No. 2012-44 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on February 21, 2012.



Linda M. Dougherty, RMC
Municipal Clerk/Administrator

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mrs. Belgard	✓				
Mr. Booker	✓				
Mr. Kercher	✓				<i>zal</i>
Mr. Pullion	✓				
Mayor McElwee	✓				<i>10T</i>

RESOLUTION NO. 2012--55
A RESOLUTION REJECTING BIDS SUBMITTED FOR
STORM SEWER REHABILITATION PHASE I

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

WHEREAS, sealed bids were received, on March 9, 2012 from the following bidder for:

- Contract No. 1 Seminole Construction, L.L.C.
- Contract No. 2 Seminole Construction, L.L.C.

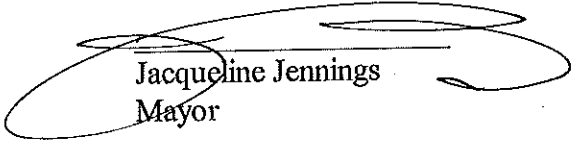
WHEREAS, the bids received were in excess of the allocated funding for the project; and

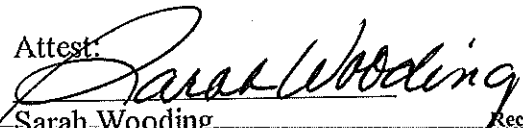
WHEREAS, it appears to be in the best interest of the Township of Willingboro to reject bids submitted, in accordance with N.J.S.A. 40A:11-1, et seq., whereby a contracting unit may reject bids that exceed the acceptable cost estimates,

WHEREAS, it is recommended that the project be re-advertised.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of March, 2012, that all the bids for Storm Sewer Rehabilitation Phase 1 project are hereby rejected.

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the bidders for their information and attention.


 Jacqueline Jennings
 Mayor

Attest:

 Sarah Wooding
 Acting Township Clerk

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

RESOLUTION NO. 2012 - 56

**RESOLUTION AUTHORIZING THE TOWNSHIP TO APPLY FOR THE 2011
RECYCLING TONNAGE GRANT**

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grants may be made to municipalities, in order to encourage local source separation and recycling programs; and

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

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

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

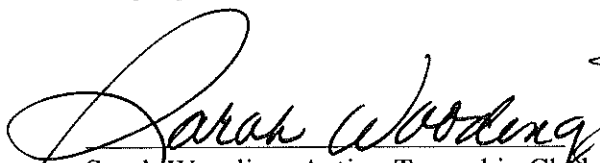
WHEREAS, the Township Council has determined that it is in the best interest of the Township to apply for the tonnage grants; and

WHEREAS, a resolution authorizing the Township to apply for the 2011 Recycling Tonnage Grant will memorialize the commitment of the Township to recycling and indicate the assent of the Township Council to efforts undertaken by the Township and the requirements contained in the Recycling Act and recycling regulations; and

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

NOW THEREFORE BE IT resolved on this 20th day of March, 2012 in open public session that that the Township Council hereby authorizes and endorses the Tonnage Grant Application to the New Jersey Department of Environmental Protection; and

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


Sarah Wooding, Acting Township Clerk


JACQUELINE JENNINGS, MAYOR

RESOLUTION NO. 2012--57
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 20th, day of, March, 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:

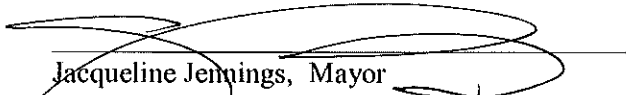
- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- _____ 3. Any material the disclosure of which constitutes 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 or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

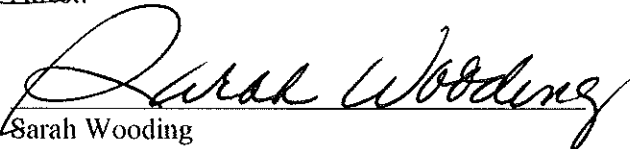
BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to:

Personnel OHA
issue.

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.

TOWNSHIP OF WILLINGBORO


Jacqueline Jennings, Mayor
Attest:


Sarah Wooding
Acting Township Clerk

Recorded Vote	No	Yes	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"/>		

RESOLUTION NO. 2012-58

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
WILLINGBORO PROVIDING FOR AN EMERGENCY TEMPORARY
APPROPRIATIONS FOR 2012

WHEREAS, Willingboro Township Council, on the 1st day of January, 2012 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

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

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 2012,

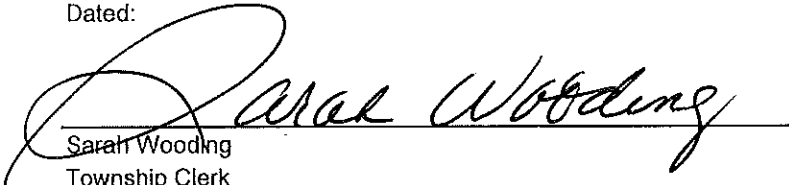
WHEREAS, the adoption of the 2012 budget may be delayed due to circumstances beyond our control,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of March, 2012 with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 to be made as attached


Jacqueline Jennings
Mayor

ATTEST:

Dated:


Sarah Wooding
Township Clerk

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE EXECUTION OF A LETTER OF PERMISSION FOR RIGHT OF ENTRY UPON CERTAIN TOWNSHIP OWNED PROPERTIES FOR THE REPLACEMENT OF BRIDGE C3.64 OF JFK WAY OVER MILLCREEK BETWEEN CHARLESTON ROAD AND LEVIT PARKWAY

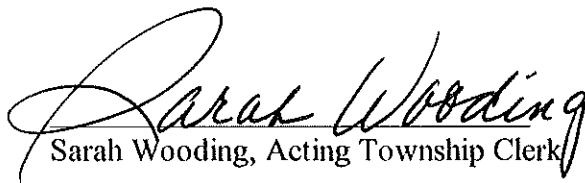
WHEREAS, the Township of Willingboro (“the Township”) owns certain properties specifically: Block 232 -Lot 22, Block 232-Lot 22.01, Block 232-Lot 22.02, Block 232-Lot 23, Block 232-Lot 45, Block 608-Lot 1, Block 608-Lot 82 (“the Property”); and

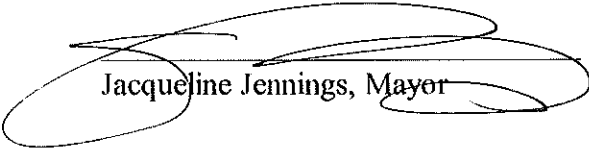
WHEREAS, the Board of Chosen Freeholders of Burlington County (“the County”), seeks permission for a right of entry to the property for its agents to commence and complete construction and related work for the replacement of Bridge C3.64 of JFK Way over Mill Creek between Charleston Road and Levitt Parkway, Willingboro; and

WHEREAS, the Township Council, has determined it is in the best interest of the Township to authorize access to the Property for the construction work to proceed;

NOW, THEREFORE, BE IT RESOLVED THAT, in open public session on this 20th day of March, 2012, the Township Council of the Township of Willingboro hereby authorizes the Mayor to execute the Letter of permission for right of entry upon the properties listed herein for the purposes stated in the letter attached hereto.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to the Burlington County Board of Chosen Freeholders, the Township Engineer and Department of Public Works, for their information and attention.


Sarah Wooding, Acting Township Clerk


Jacqueline Jennings, Mayor

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

RESOLUTION NO. 2012-60
A RESOLUTION AWARDED A BID FOR
REHABILITATION OF 46 Buttercup Lane
(Neighborhood Stabilization Program)

Patty Monica

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 July 19, 2011; and

WHEREAS, the bids were reviewed and tabulated, as attached; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of MD Remodeling of 1531 Victory Avenue, Cecil, New Jersey 08094 in the amount of \$106,844 (base price) and \$3,680.00 (optional items should township decide to include them) as per the recommendation of CGP&H's letter dated August 19, 2011 attached hereto; and

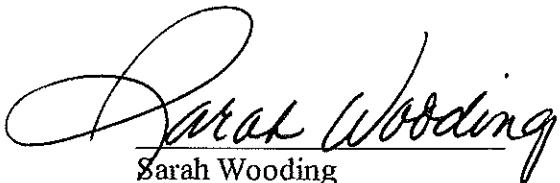
WHEREAS, the award of this bid was held in abeyance, pending the receipt of NSP grant funds for same and

WHEREAS, MD Remodeling has to accept the Township's award of the bid at this time and has agreed to honor the prices set forth in its bid; and

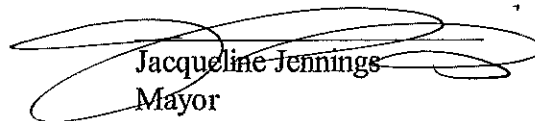
WHEREAS, funds are now available for this purpose as indicated by the attached Treasurer's Certification – through the NSP Grant.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of March 2012, that the bid be accepted.

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting and that a copy of this resolution be provided to MD Remodeling, LLC.



Sarah Wooding
Acting Township Clerk


Jacqueline Jennings
Mayor

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 Ayres	<input checked="" type="checkbox"/>			
Mayor Jennings	<input checked="" type="checkbox"/>			