

RESOLUTIONS

2011

138 THROUGH 152

RESOLUTION NO. 2011--138

Authorizing the Approval of Vouchers for Payment & Ratification

Whereas, Willingboro Township Council received the July, 2011 Bill List and had an opportunity to review said Bill List; and

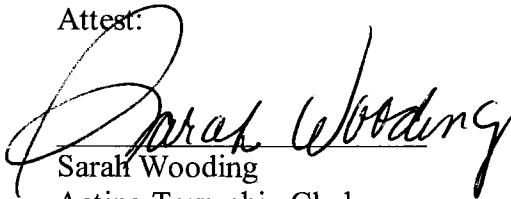
Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of August, 2011, that the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified 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.



Eric Campbell
Mayor

Attest:



Sarah Wooding
Acting Township Clerk

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

RESOLUTION NO. 2011--139


A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES

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

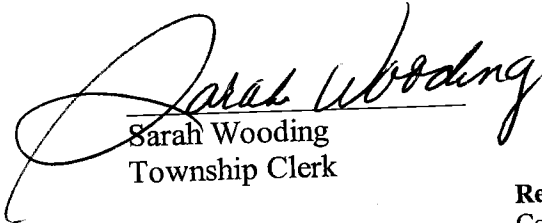
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of August 2011, that refunds be made as per the attached schedule; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Township Clerk

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

OVERPAYMENT FOR TAXES

JIMMIE & MARY LEE HOWARD 23 PENNANT LANE WILLINGBORO, NJ 08046 BLOCK 314 LOT 38 23 PENNANT LANE OVERPAYMENT TAXES	\$217.49
TRICIA & TITUS RICHARDS 31 BLOOMFIELD LANE WILLINGBORO, NJ 08046 BLOCK 209 LOT 13 31 BLOOMFIELD LANE OVERPAYMENT TAXES	\$160.83
ELEANOR R. & WAVERLY S. WHITE 60 TRINITY TURN WILLINGBORO, NJ 08046 BLOCK 1119 LOT 8 60 TRINITY TURN OVERPAYMENT TAXES	\$143.64
WILLIE E. & PATTIE L. CARROLL 41 PEPPERMINT LANE WILLINGBORO, NJ 08046 BLOCK 303 LOT 27 41 PEPPERMINT LANE OVERPAYMENT TAXES	\$658.71
JERROLD A. & ALICE A. BELL 29 EASTERN COURT WILLINGBORO, NJ 08046 BLOCK 827 LOT 24 29 EASTERN COURT OVERPAYMENT TAXES	\$432.60
CHASE HOME FINANCE 1 CORELOGIC DRIVE WESTLAKE, TX 76262 BLOCK 18 LOT 3.05 21 BEECHNUT LANE OVERPAYMENT TAXES	\$78.92
ALONZO & MAXINE DIXON 225 EVERGREEN DRIVE WILLINGBORO, NJ 08046 BLOCK 832 LOT 10 225 EVERGREEN DRIVE OVERPAYMENT TAXES	\$1,029.45

OVERPAYMENT FOR TAXES

R.M. PEREZ & EVELIO PEREZ RODRIGUEZ
38 MIDVALE LANE
WILLINGBORO, NJ 08046
BLOCK 519
LOT 5
38 MIDVALE LANE
OVERPAYMENT TAXES

\$630.38

MARTIN YARBOROUGH
561 CHARLESTON ROAD
WILLINGBORO, NJ 08046
BLOCK 609
LOT 29
561 CHARLESTON ROAD
OVERPAYMENT TAXES

\$300.00

RESOLUTION NO. 2011 - 140
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 August, 2011, 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 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 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 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 JFK Solar Bid discussion presented by Wendell Gibbs - Parker McKay litigation issues

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.

Eddie Campbell, Jr.
 Eddie Campbell, Jr.
 Mayor

Attest:
Sarah Wooding
 Sarah Wooding
 Acting Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	/			
Councilman Ayer	/			
Councilman Gordon	/			
Dep. Mayor Jennings	/			
Mayor Campbell	/			

**AGREEMENT TO RENEW MEMBERSHIP IN THE
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND**

WHEREAS, the Professional Municipal Management Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Township of Willingboro is currently a member of said Fund, and;

WHEREAS, effective December 31, 2011, said membership will expire unless earlier renewed, and;

WHEREAS, the Mayor and Council of the Township of Willingboro has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Township of Willingboro hereby renews its membership in the Professional Municipal Management Joint Insurance Fund for a three (3) year period, beginning January 1, 2012 and ending January 1, 2015*.
2. The Township of Willingboro hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Professional Municipal Management Joint Insurance Fund as from time tot time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. Township of Willingboro agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of the Township of Willingboro in the Professional Municipal Management Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Township of Willingboro.
5. Executed the 2nd day of Aug, 2011 as the lawful and binding act and deed of the Township of Willingboro, which execution has been duly authorized by public vote of the governing body.

D. N. G. L.

EXECUTIVE DIRECTOR
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

Eddie Campbell, Jr.
MAYOR

Eddie Campbell, Jr.

Sarah Wooding
ATTEST

Sarah Wooding
Acting Township Clerk

*12:01 am

RESOLUTION FOR RENEWAL OF MEMBERSHIP
IN THE
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

Handwritten mark

WHEREAS, the Township of Willingboro is a member of the Professional Municipal Management Joint Insurance Fund; and


WHEREAS, said renewed membership terminates as of December 31, 2011 unless earlier renewed by agreement between the Municipality and the Fund; and

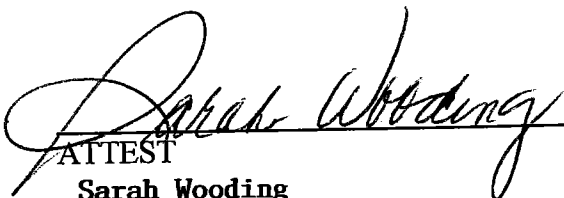
WHEREAS, the Municipality desires to renew said membership;

NOW THEREFORE, be it resolved as follows:

1. The Township of Willingboro agrees to renew its membership in the Professional Municipal Management Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Mayor and Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Professional Municipal Management Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

This Resolution agreed to this 2nd day of August, 2011 by a vote
of: 5 Affirmative
0 Negative


MAYOR
Eddie Campbell, Jr.


ATTEST
Sarah Wooding
Acting Township Clerk
August 2, 2011
DATE

**AGREEMENT TO RENEW MEMBERSHIP IN THE
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND**

WHEREAS, the Professional Municipal Management Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Township of Willingboro is currently a member of said Fund, and;

WHEREAS, effective December 31, 2011, said membership will expire unless earlier renewed, and;

WHEREAS, the Mayor and Council of the Township of Willingboro has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

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2. The Township of Willingboro hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Professional Municipal Management Joint Insurance Fund as from time tot time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. Township of Willingboro agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of the Township of Willingboro in the Professional Municipal Management Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Township of Willingboro.
5. Executed the 2nd day of Aug, 2011 as the lawful and binding act and deed of the Township of Willingboro which execution has been duly authorized by public vote of the governing body.



MAYOR
Eddie Campbell, Jr.



EXECUTIVE DIRECTOR
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND

ATTEST
Sarah Wooding
Acting Township Clerk



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

COPY

August 3, 2011

Executive Director
Professional Municipal Management Joint Insurance Fund
250 Pehle Avenue
Suite 701
Saddle Brook, New Jersey 07663

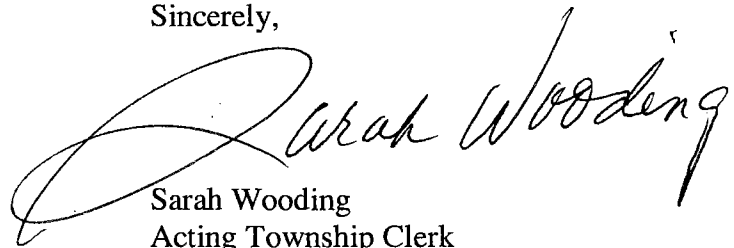
Re: Resolution 2011—141 and
Professional Municipal Management Joint
Insurance Fund Agreement

Dear Executive Director:

Enclosed is one copy of Resolution 2011—141, which was adopted at the Willingboro Township Council meeting of August 2, 2011. Also enclosed are three copies of the agreement. It would be greatly appreciated if you would **sign and return two fully executed** copies to my office.

Thank you.

Sincerely,


Sarah Wooding
Acting Township Clerk

Encl.
/saw

CC - Libeiser
w/ Contract
8-27-12

RESOLUTION NO. 2011 – 142

**A RESOLUTION AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH
EAGLE CONSTRUCTION FOR RENOVATION
TO MUNICIPAL COMPLEX PHASE III**

WHEREAS, on March 22, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the renovation of the Municipal Complex (Phase III); and

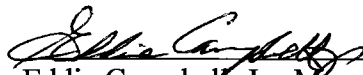
WHEREAS, on June 28, 2011, by Resolution 2011-117 Township Council determined that Eagle Construction Services, Inc., is the responsible lowest bidder and accepted the bid of Eagle Construction Services, Inc., of 1624 Jacksonville Road, Burlington, New Jersey 08016, in the amount of \$2,318,514.00; and

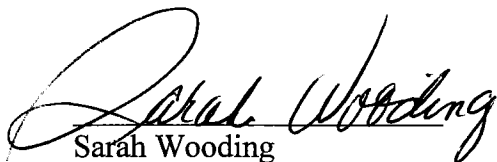
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of August 2011, hereby authorizes the Mayor to execute the Standard Form of Agreement with Eagle Construction Services, Inc. for the Renovation of the Municipal Complex Phase 3.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to Eagle Construction Services, Inc for their information and attention.

Attest:


Eddie Campbell, Jr., Mayor


Sarah Wooding
Township Clerk

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



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782

COPY

August 3, 2011

Victor J. DiAnna, President
Eagle Construction Services, Inc.
1624 Jacksonville Road
Burlington, New Jersey 08016

Re: Resolution 2011—142 and Agreement Contract

Dear Mr. DiAnna:

Attached is a copy of Resolution No. 2011-142, adopted by Willingboro Township Council at their meeting of August 2, 2011 authorizing the execution of the Agreement with Eagle Construction for Renovation to Municipal Complex Phase III.

Also enclosed are three original sets of said agreement. After review, please sign and return one fully executed original set to my office.

Also, please note the change on page 10 (...for a period of 30 days,...), it has been changed to read 60 days. Please initial alongside the Mayor's initial.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.

/saw

Cc: Duane Wallace—Inspections Director
Carlos Raul Rodrigues, Architect
File

(Seal)

RESOLUTION NO. 2011 – 142

**A RESOLUTION AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH
EAGLE CONSTRUCTION FOR RENOVATION
TO MUNICIPAL COMPLEX PHASE III**

WHEREAS, on March 22, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the renovation of the Municipal Complex (Phase III); and

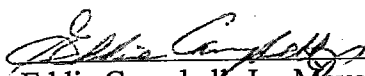
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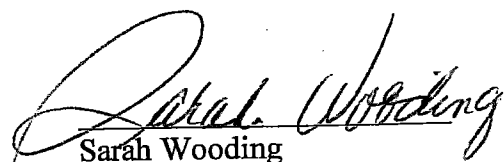
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of August 2011, hereby authorizes the Mayor to execute the Standard Form of Agreement with Eagle Construction Services, Inc. for the Renovation of the Municipal Complex Phase 3.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to Eagle Construction Services, Inc for their information and attention.

Attest:


Eddie Campbell, Jr., Mayor


Sarah Wooding
Township Clerk

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

Eagle Construction Services, Inc.
 1624 Jacksonville Road
 Burlington, NJ 08016

LETTER OF TRANSMITTAL

(609) 239-8000, Fax (609) 239-8008

TO: The Township of Willingboro One Salem Road Willingboro, NJ 08046	Job No. 1484	Date: 08/02/11
	Attention: Mayor Eddie Campbell Jr.	
	Re: Willingboro Municipal Complex PHASE III Alterations	

WE ARE SENDING YOU

<input type="checkbox"/> shop drawings	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under separate cover via the following items:
<input type="checkbox"/> copy of letter	<input type="checkbox"/> prints	<input type="checkbox"/> plans <input type="checkbox"/> specifications <input type="checkbox"/> samples
	<input type="checkbox"/> change order	<input checked="" type="checkbox"/> Other: <u>CONTRACTS</u>

COPIES	DATE	NUMBER	DESCRIPTION
3	07/18/11		Contract of Agreement Between Owner & Contractor

THESE ARE TRANSMITTED as checked below:

<input checked="" type="checkbox"/> for approval	<input type="checkbox"/> approved as submitted	<input type="checkbox"/> resubmit	<input type="checkbox"/> copies for approval
<input checked="" type="checkbox"/> for your use	<input type="checkbox"/> approved as noted	<input type="checkbox"/> submit	<input type="checkbox"/> copies for distribution
<input type="checkbox"/> as requested	<input type="checkbox"/> returned for corrections	<input type="checkbox"/> return	<input type="checkbox"/> corrected prints
<input type="checkbox"/> FOR BIDS DUE/DATE:		<input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US	

Remarks:

Duane, Please have the Mayor sign all 3 contracts at tonight's meeting. You should keep 1 for your records and return the other 2 to our office. I will forward 1 onto Carlos Rodriguez Architects and retain 1 for Eagle's records. All Bonds and Insurance were delivered and approved at the pre-construction meeting. Should you have any questions please contact my office. Thank you, we look forward to working with you on the successful completion of this project.

COPY TO: File, Dawn

Jennifer Farley

 Jennifer Farley, Office Manager

If enclosures are not as noted, please notify us at once.



AIA® Document A105™ – 2007



Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the 18 day of July in the year Two Thousand Eleven
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046
Telephone Number: 609-877-2200
Fax Number: 609-877-1278

and the Contractor:
(Name, legal status, address and other information)

Eagle Construction Services, Inc.
1624 Jacksonville Road
Burlington, NJ 08016
Telephone Number: 609-239-8000
Fax Number: 609-239-8008

for the following Project:
(Name, location and detailed description)

2011/Willingboro Municipal Complex Phase III Alterations
One Salem Road
Willingboro, NJ 08046

The Architect:
(Name, legal status, address and other information)

Carlos Raul Rodriguez Architect
1961 Browning Road
Pennsauken, NJ 08110-2941
Telephone Number: 856-663-0606
Fax Number: 856-663-3216

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

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User Notes:

(1146646384)

TABLE OF ARTICLES

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- 9 ARCHITECT
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- 11 TIME
- 12 PAYMENTS AND COMPLETION
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- 16 TERMINATION OF THE CONTRACT
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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated March 14, 2011, and enumerated as follows:

Drawings:		
Number	Title	Date
All Drawings as listed on 00015-1 through 00015-4. See attached.	List of Drawings, Various	All dated March 14, 2011 Except as noted herein; P-2, P-3 & P-4 dated Revision #1, Addendum #1, dated 4/5/2011.
Specifications:		
Section	Title	Pages
As listing on Table of Contents, Page 1 – Page5. See attached	Various	Various

Init.

(Paragraphs deleted)

.3 addenda prepared by the Architect as follows:

Number	Date
Addenda NO. 1	April 6, 2011

Pages

1-2, 00410-1 to 00410-3, Prebid Conference notes 2 pages, Revised specifications 15145-1 to 15145-8 and 15146-1 to 15146-3.

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:
None – N/A

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than Two Hundred Fifteen (215) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

Performance period shall start on the date provided for by the Notice to Proceed and completion date shall be 215 calendar days thereafter. Reference is also made to Resolution No. 2011-117 (see attached).

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Two Million Three Hundred Eighteen Thousand Five Hundred Fourteen Dollars and Zero Cents (\$ 2,318,514.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
In accordance with the approved schedule of values.	

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
None	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

Init.

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

In accordance with the Owner's council meetings for payment approvals; which are the first, second and fourth Tuesday of each month (except July and August when there are only two meetings). From the total amounts due ascertained through a current Architect's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Owner pending completion of the contract. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amount being withheld by the Owner shall be released and paid in full to the Contractor within forty-five (45) days of final acceptance date agreed upon by the contractor and the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

1.5 %

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
General Liability, Auto Liability, Excess Liability, Workers Compensation and Employers Liability, in accordance with 00200 Instructions to Bidders and 00700 General Conditions.	

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12. Willingboro Township will be named as an additional insured to the contractor's general liability policy only.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

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§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

7.4.1.1 Prior to substantial completion A/V System. After substantial completion cabinets, furnishings, small equipment, artwork, appliances, telephone equipment and computer equipment.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements

Init.

and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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User Notes:

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§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus 10% overhead and 10% profit, in accordance with specification 00700-7, paragraph 3.06 (b)

Init.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

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§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

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§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of ~~60~~ ³⁰ days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

None

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

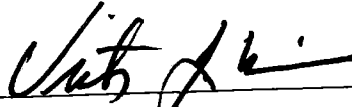
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OWNER (Signature)

Eddie Campbell Jr., Mayor
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

(Printed name, title and address)



CONTRACTOR (Signature)

Victor J. DiAnna, President

Eagle Construction Services, Inc.
1624 Jacksonville Road
Burlington, NJ 08016

(Printed name, title and address)

LICENSE NO.:

JURISDICTION:

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SECTION 00015

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13070	BULLET RESISTANT COMPOSITE	2
13701	VIDEO SURVEILLANCE	13
13702	INTRUSION DETECTION SYSTEM	5
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DIVISION 15 - MECHANICAL

15076	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	2
15082	PIPING INSULATION	4
15083	HVAC PIPING INSULATION	4
15086	DUCT INSULATION	3
15145	PLUMBING PIPING	8
15146	PLUMBING SPECIALTIES	3
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15410	PLUMBING FIXTURES	6
15430	PLUMBING EQUIPMENT	2
15517	CONDENSING MODULATING BOILERS	4
15720	VERTICAL BLOWER COIL UNITS	4
15731	SMALL SPLIT-SYSTEM HEATING AND COOLING	3
15735	PACKAGED ROOF TOP AIR CONDITIONING UNITS	4
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15810	DUCTS	3
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15833	CENTRIFUGAL FANS	6
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16070	HANGERS AND SUPPORTS	2
16075	ELECTRICAL IDENTIFICATION	2
16095	MINOR ELECTRICAL DEMOLITION	2
16123	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	3
16131	CONDUIT	4
16138	BOXES	3
16140	WIRING DEVICES	7
16145	LIGHTING CONTROL DEVICES	6
16155	EQUIPMENT WIRING	2
16411	ENCLOSED CIRCUIT BREAKERS	4
16412	ENCLOSED SWITCHES	4
16443	PANELBOARDS	4

16491	FUSES	2
16510	INTERIOR LUMINAIRES	7

Carlos Raul Rodríguez Architect

1961 Browning Road
Pennsauken, NJ 08110-2941
(856) 663-0606 (856) 663-3216 FAX
crrarch@verizon.net

Carlos Raul Rodríguez, AIA, CID

Willingboro Township 2011 / Municipal Complex Phase III Alterations

ADDENDA NO. 1

6 April 2011

11.017

This Addendum modifies the Bidding Documents; all previously issued Addenda, and is hereby incorporated into and made part of the Contract Documents. Work not mentioned in this Addendum shall not be affected by this Addendum. Bidders shall indicate receipt of this Addendum in their Bid. Failure to do so may disqualify the bidder.

GENERAL

None

CHANGES TO PREVIOUSLY ISSUED ADDENDUMS

None

CLARIFICATIONS, CHANGES AND ADDITIONS TO THE CONTRACT DOCUMENTS

1. The scope of new site pavement markings is indicated on Drawing SP1.
2. Bid Forms and Documents: Section 001400 – Bid Form has been revised to provide new line items for Site Demolition and Building Demolition. Although some demolition work was performed by the Owner, bidders are directed to provide bids for the entire scope of site and building demolition work as indicated on the drawings. The revised form is to be provided with the bid submission.
3. Refer to Specification Section 00200-Instructions to Bidders for direction on obtaining the most current Prevailing Wage Rate Determinations and the Prevailing Wage Debarment List.
4. Specification Section 15145 has been revised to provide information on new underground piping.
5. Floor Drains: All floor drains will be installed new with trap primers. Trap primer valves are to be located on nearest domestic cold water line. Refer to the attached revised

Plumbing drawings and Specification Section 15146 for locations of valves, piping and specifics on trap primer valves.

6. Limited Area Sprinklers: No calculations are required and its installation does not require a certified fire protection contractor.
7. Mechanical: In addition to the 3-way valves for blower coils BC1-BC4 provide 3-way valves for unit heaters UH1, UH2 and UH3. All remaining hot water equipment can utilize 2-way valves.
8. A Project Labor Agreement is not required.

CLARIFICATIONS, CHANGES AND ADDITIONS TO THE BID DOCUMENTS

None

Distribution: All Bidders
S. Wooding, Willingboro Township Clerk
D. Wallace, Willingboro Township
C. Minter, Willingboro Township
Capt. Strother, Willingboro Township
Lt. Randall, Willingboro Township
M. Hicks, NJ DOC
G. McCloskey, The DaVinci Group
File

Attachments

RESOLUTION NO. 2011 – 142

**A RESOLUTION AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH
EAGLE CONSTRUCTION FOR RENOVATION
TO MUNICIPAL COMPLEX PHASE III**

WHEREAS, on March 22, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the renovation of the Municipal Complex (Phase III); and

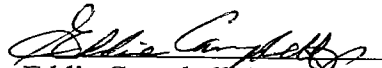
WHEREAS, on June 28, 2011, by Resolution 2011-117 Township Council determined that Eagle Construction Services, Inc., is the responsible lowest bidder and accepted the bid of Eagle Construction Services, Inc., of 1624 Jacksonville Road, Burlington, New Jersey 08016, in the amount of \$2,318,514.00; and

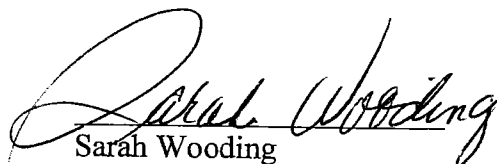
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of August 2011, hereby authorizes the Mayor to execute the Standard Form of Agreement with Eagle Construction Services, Inc. for the Renovation of the Municipal Complex Phase 3.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to Eagle Construction Services, Inc for their information and attention.

Attest:


Eddie Campbell, Jr., Mayor


Sarah Wooding
Township Clerk

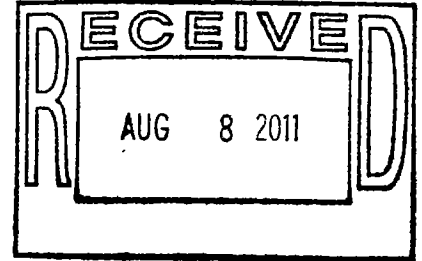
Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	_____	_____	_____	_____
Councilman Ayer	_____	_____	_____	_____
Councilman Gordon	_____	_____	_____	_____
Deputy Mayor Jennings	_____	_____	_____	_____
Mayor Campbell	_____	_____	_____	_____



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782

August 3, 2011



Victor J. DiAnna, President
Eagle Construction Services, Inc.
1624 Jacksonville Road
Burlington, New Jersey 08016

Re: Resolution 2011—142 and Agreement Contract

Dear Mr. DiAnna:

Attached is a copy of Resolution No. 2011-142, adopted by Willingboro Township Council at their meeting of August 2, 2011 authorizing the execution of the Agreement with Eagle Construction for Renovation to Municipal Complex Phase III.

Also enclosed are three original sets of said agreement. After review, please sign and return one fully executed original set to my office.

Also, please note the change on page 10 (...for a period of 30 days,...), it has been changed to read 60 days. Please initial alongside the Mayor's initial.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.

/saw

Cc: Duane Wallace—Inspections Director
Carlos Raul Rodrigues, Architect
File

()

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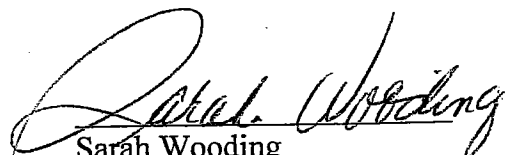
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BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to Eagle Construction Services, Inc for their information and attention.

Attest:



Eddie Campbell, Jr., Mayor



Sarah Wooding
Township Clerk

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

AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the 18 day of July in the year Two Thousand Eleven
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046
Telephone Number: 609-877-2200
Fax Number: 609-877-1278

and the Contractor:
(Name, legal status, address and other information)

Eagle Construction Services, Inc.
1624 Jacksonville Road
Burlington, NJ 08016
Telephone Number: 609-239-8000
Fax Number: 609-239-8008

for the following Project:
(Name, location and detailed description)

2011/Willingboro Municipal Complex Phase III Alterations
One Salem Road
Willingboro, NJ 08046

The Architect:
(Name, legal status, address and other information)

Carlos Raul Rodriguez Architect
1961 Browning Road
Pennsauken, NJ 08110-2941
Telephone Number: 856-663-0606
Fax Number: 856-663-3216

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated March 14, 2011, and enumerated as follows:

Drawings:		Title	Date
Number		List of Drawings, Various	All dated March 14, 2011
All Drawings as listed on			Except as noted herein;
00015-1 through 00015-4.			P-2, P-3 & P-4 dated Revision
See attached.			#1, Addendum #1, dated
			4/5/2011.
Specifications:		Title	Pages
Section		Various	Various
As listing on Table of Contents,			
Page 1 – Page5. See attached			

Init.

(Paragraphs deleted)

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addenda NO. 1	April 6, 2011	1-2, 00410-1 to 00410-3, Prebid Conference notes 2 pages, Revised specifications 15145-1 to 15145-8 and 15146-1 to 15146-3.

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:
None – N/A

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than Two Hundred Fifteen (215) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

Performance period shall start on the date provided for by the Notice to Proceed and completion date shall be 215 calendar days thereafter. Reference is also made to Resolution No. 2011-117 (see attached).

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Two Million Three Hundred Eighteen Thousand Five Hundred Fourteen Dollars and Zero Cents (\$ 2,318,514.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
In accordance with the approved schedule of values.	

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
None	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

Init.

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

In accordance with the Owner's council meetings for payment approvals; which are the first, second and fourth Tuesday of each month (except July and August when there are only two meetings). From the total amounts due ascertained through a current Architect's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Owner pending completion of the contract. Upon acceptance of the work performed pursuant to this contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amount being withheld by the Owner shall be released and paid in full to the Contractor within forty-five (45) days of final acceptance date agreed upon by the contractor and the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

1.5 %

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
General Liability, Auto Liability, Excess Liability, Workers Compensation and Employers Liability, in accordance with 00200 Instructions to Bidders and 00700 General Conditions.	

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12. Willingboro Township will be named as an additional insured to the contractor's general liability policy only.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

Init.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

7.4.1.1 Prior to substantial completion A/V System. After substantial completion cabinets, furnishings, small equipment, artwork, appliances, telephone equipment and computer equipment.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements

Init.

and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus 10% overhead and 10% profit, in accordance with specification 00700-7, paragraph 3.06 (b)

Init.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

Init.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

Init.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

60 DAYS
VSD
8/9/11

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.


ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

None

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

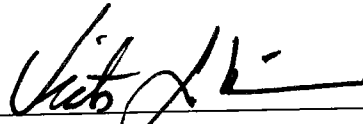
Init.



OWNER (Signature)

Eddie Campbell Jr., Mayor
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

(Printed name, title and address)



CONTRACTOR (Signature)

Victor J. DiAnna, President

Eagle Construction Services, Inc.
1624 Jacksonville Road
Burlington, NJ 08016

(Printed name, title and address)

LICENSE NO.:
JURISDICTION:

Init.

SECTION 00015

LIST OF DRAWINGS

CS	ABBREVIATIONS, SYMBOLS LEGEND AND DRAWING INDEX
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SITE	SITE PLAN AND NOTES
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SP2	ENLARGED SITE, GRADING AND SESC PLAN
SP3	ENLARGED LIGHTING AND LANDSCAPING PLAN
SP4	ENLARGED SITE, GRADING AND SESC PLAN
SP5	ENLARGED LIGHTING AND LANDSCAPING PLAN
SP6	DETAILS
SP7	DETAILS
D1	FIRST FLOOR DEMOLITION PLAN
D2	SECOND FLOOR DEMOLITION PLAN
D3	FIRST FLOOR CEILING DEMOLITION PLAN
D4	SECOND FLOOR CEILING DEMOLITION PLAN
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A2	OVERALL SECOND FLOOR PLAN
A3	ENLARGED FIRST FLOOR PLAN
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A5	ENLARGED FIRST FLOOR PLAN
A6	ENLARGED SECOND FLOOR PLANS
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A14	EXTERIOR ELEVATIONS

- A15 EXTERIOR ELEVATIONS
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- A28 FINISH SCHEDULE AND MILLWORK DETAILS
- A29 FINISH SCHEDULE AND MILLWORK DETAILS
- A30 INTERIOR ELEVATIONS
- A31 DOOR SCHEDULE AND DOOR TYPES
- A32 DOOR DETAILS
- A33 CURTAINWALL TYPES AND DETAILS
- A34 STOREFRONT TYPES AND DETAILS
- A35 WINDOW SCHEDULE, WINDOW TYPES AND DETAILS
- A36 WINDOW DETAILS AND MISCELLANEOUS DETAILS
- A37 MISCELLANEOUS DETAILS
- A38 FIRST AND SECOND FLOOR FURNITURE PLANS
- A39 SIGNAGE SCHEDULE AND DETAILS
- A40 FIRST FLOOR SECURITY PLAN
- A41 SECOND FLOOR SECURITY PLAN

- S0 STRUCTURAL NOTES
- S1 FOUNDATION PLANS AND DETAILS
- S2 FRAMING PLANS AND DETAILS
- S3 DETAILS

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Carlos Raul Rodríguez Architect

1961 Browning Road
Pennsauken, NJ 08110-2941
(856) 663-0606 (856) 663-3216 FAX
crrarch@verizon.net

Carlos Raul Rodríguez, AIA, CID

Willingboro Township 2011 / Municipal Complex Phase III Alterations

ADDENDA NO. 1
6 April 2011

11.017

This Addendum modifies the Bidding Documents; all previously issued Addenda, and is hereby incorporated into and made part of the Contract Documents. Work not mentioned in this Addendum shall not be affected by this Addendum. Bidders shall indicate receipt of this Addendum in their Bid. Failure to do so may disqualify the bidder.

GENERAL

None

CHANGES TO PREVIOUSLY ISSUED ADDENDUMS

None

CLARIFICATIONS, CHANGES AND ADDITIONS TO THE CONTRACT DOCUMENTS

1. The scope of new site pavement markings is indicated on Drawing SP1.
2. Bid Forms and Documents: Section 001400 – Bid Form has been revised to provide new line items for Site Demolition and Building Demolition. Although some demolition work was performed by the Owner, bidders are directed to provide bids for the entire scope of site and building demolition work as indicated on the drawings. The revised form is to be provided with the bid submission.
3. Refer to Specification Section 00200-Instructions to Bidders for direction on obtaining the most current Prevailing Wage Rate Determinations and the Prevailing Wage Debarment List.
4. Specification Section 15145 has been revised to provide information on new underground piping.
5. Floor Drains: All floor drains will be installed new with trap primers. Trap primer valves are to be located on nearest domestic cold water line. Refer to the attached revised

Plumbing drawings and Specification Section 15146 for locations of valves, piping and specifics on trap primer valves.

6. Limited Area Sprinklers: No calculations are required and its installation does not require a certified fire protection contractor.
7. Mechanical: In addition to the 3-way valves for blower coils BC1-BC4 provide 3-way valves for unit heaters UH1, UH2 and UH3. All remaining hot water equipment can utilize 2-way valves.
8. A Project Labor Agreement is not required.

CLARIFICATIONS, CHANGES AND ADDITIONS TO THE BID DOCUMENTS

None

Distribution: All Bidders
S. Wooding, Willingboro Township Clerk
D. Wallace, Willingboro Township
C. Minter, Willingboro Township
Capt. Strother, Willingboro Township
Lt. Randall, Willingboro Township
M. Hicks, NJ DOC
G. McCloskey, The DaVinci Group
File

Attachments

RESOLUTION NO. 2011 - 117

CC:
EAGLE
CONSTRUCTION

**A RESOLUTION AWARDING A BID FOR
RENOVATION TO MUNICIPAL COMPLEX
PHASE III**

WHEREAS, on March 22, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the renovation of the Municipal Complex (Phase II); and

WHEREAS, a mandatory pre-bid conference was held for with prospective bidders on March 30, 2011; and

WHEREAS, bids have been received, opened and read in public on Tuesday, April 19th, 2011; 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 Eagle Construction Services, Inc. was reviewed by the Township's professionals including the Architect who prepared the specifications, the Township Solicitor, and Township Clerk ; and

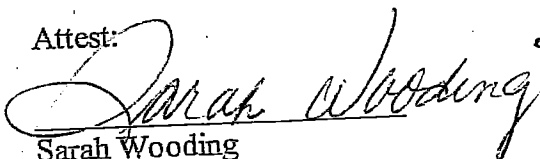
WHEREAS, the Township's professionals have determined that Eagle Construction Services, Inc.'s bid met the all qualifications required by the bid specification and that Eagle Construction Services, Inc. submitted the lowest responsible bid; and

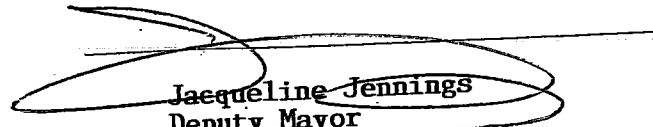
WHEREAS, the Township Council has upon its consideration and review determined that Eagle Construction Services, Inc., is the responsible lowest bidder and that therefore, it is in the best interest of the Township to accept the bid of Eagle Construction Services, Inc., of 1624 Jacksonville Road, Burlington, New Jersey 08016, in the amount of \$2,318,514.00.

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 28th day of June 2011, hereby accepts the bid of Eagle Construction Services, Inc. for the Renovation of the Municipal Complex Phase 3; and that the bids be spread upon the minutes of this meeting.

Attest:


Sarah Wooding
Township Clerk


Jacqueline Jennings
Deputy Mayor

Certification Of Availability of Funds

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

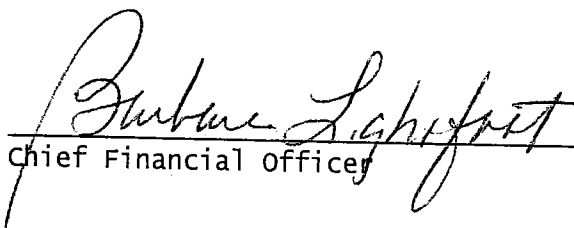
Resolution Date: 06/28/11
Resolution Number: 2011-117

Vendor: EAGLE EAGLE CONSTRUCTION SERVICE INC
1624 JACKSONVILLE ROAD
BURLINGTON, NJ 08016

Contract: C1-00004 EAGLE CONST-PHASE 3 RENOVATION

Account Number	Amount	Department Description
C-04-55-906-001-901	61,213.20	GENERAL CAPITAL 2006
C-04-55-910-000-001	2,257,300.80	2010 CAPITAL ORDINANCE
Total	2,318,514.00	

Only amounts for the 2011 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

Eagle Construction Services, Inc.
1624 Jacksonville Road
Burlington, NJ 08016

LETTER OF TRANSMITTAL

(609) 239-8000, Fax (609) 239-8008

TO:

The Township of Willingboro
One Salem Road
Willingboro, NJ 08046

Job No. **1484** Date: **08/10/11**
Attention: **Mayor Eddie Campbell Jr.**
Re: **Willingboro Municipal Complex**
PHASE III Alterations

WE ARE SENDING YOU

shop drawings

copy of letter

Attached

prints

change order

Under separate cover via the following items:

plans

specifications

samples

Other: CONTRACTS

COPIES

DATE

NUMBER

DESCRIPTION

1

07/18/11

Fully Executed & Initialed (For Article 16) Contract

THESE ARE TRANSMITTED as checked below:

for approval

for your use

as requested

FOR BIDS DUE/DATE:

approved as submitted

approved as noted

returned for corrections

resubmit

submit

return

PRINTS RETURNED AFTER LOAN TO US

copies for approval

copies for distribution

corrected prints

Remarks:

COPY TO: File, Dawn, Carlos Rodriguez

Jennifer Farley
Jennifer Farley, Office Manager

If enclosures are not as noted, please notify us at once.

RESOLUTION NO. 2011 - 117

A RESOLUTION AWARDING A BID FOR
RENOVATION TO MUNICIPAL COMPLEX
PHASE III

cc: Eagle
Bk
D w
Smalley
Carles

WHEREAS, on March 22, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the renovation of the Municipal Complex (Phase II); and

WHEREAS, a mandatory pre-bid conference was held for with prospective bidders on March 30, 2011; and

WHEREAS, bids have been received, opened and read in public on Tuesday, April 19th, 2011; 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 Eagle Construction Services, Inc. was reviewed by the Township's professionals including the Architect who prepared the specifications, the Township Solicitor, and Township Clerk ; and

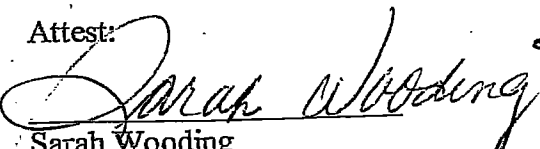
WHEREAS, the Township's professionals have determined that Eagle Construction Services, Inc.'s bid met the all qualifications required by the bid specification and that Eagle Construction Services, Inc. submitted the lowest responsible bid; and

WHEREAS, the Township Council has upon its consideration and review determined that Eagle Construction Services, Inc., is the responsible lowest bidder and that therefore, it is in the best interest of the Township to accept the bid of Eagle Construction Services, Inc., of 1624 Jacksonville Road, Burlington, New Jersey 08016, in the amount of \$2,318,514.00.

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NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of June 2011, hereby accepts the bid of Eagle Construction Services, Inc. for the Renovation of the Municipal Complex Phase 3; and that the bids be spread upon the minutes of this meeting.

Attest:


Sarah Wooding
Township Clerk


Jacqueline Jennings
Deputy Mayor

RESOLUTION NO. 2011 – 143

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING A BID FOR
JFK CENTER SOLAR POWER PURCHASE AGREEMENT**

WHEREAS, on June 22, 2011, the Township Council of the Township of Willingboro advertised its request that bids be submitted for the JFK Center Solar Power Purchase Agreement; and

WHEREAS, on July 20, 2011, three bids were received, and opened in presence of the Township Clerk's Office from:

1. Borrego Solar Systems, Inc., having its main corporate offices at 1365 North Johnson Avenue, Suite 102, El Cajon, CA 92020;
2. Syndicated Solar, Inc., having its main corporate offices at Denver Technology Center, 5613 DTC Parkway, Suite 211, Greenwood Village, CO 80111;
3. J.A. Wig Construction & Electric, LLC of 124 Bobbi's Terrace Rd., New Egypt, NJ 08533;

WHEREAS, Township's Engineer reviewed, evaluated and tabulated the bids based upon the evaluation criteria set forth in paragraph 1.5 of the Request for Proposal (RFP) advertised; and

WHEREAS, the Township Engineer found that both Borrego Solar Systems, Inc., and Syndicated Solar, Inc., each received 95 out of 100 points, and J.A. Wig received 71 points out of 100 points based upon the evaluation criteria set forth in the RFP; and

WHEREAS, the Township Engineer has recommended to the Township Council that Syndicated Solar, Inc. has submitted the most advantageous proposal giving due regard to price and other factors considered, as set forth in the evaluation criteria noted in paragraph 1.5 of the RFP; and


WHEREAS, the Township Council has upon its consideration and review determined that it is in the best interest of the Township to accept the bid of Syndicated Solar Inc. based upon the Township Engineer's recommendation.

WHEREAS, the award of this bid is contingent upon the availability of funds for this purpose, and as indicated by the attached Treasurer's Certification.

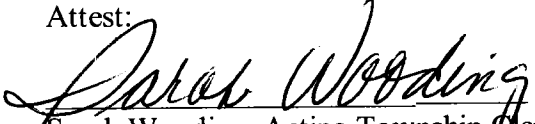
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of August, 2011, hereby accepts the bid of Syndicated Solar Inc.; and

BE IT FURTHER RESOLVED, that

1. The bids be spread upon the minutes of this meeting
2. A copy of this resolution be provided to Syndicated Solar Inc. for its information and attention; and
3. The Mayor and Clerk are authorized to execute the necessary forms of contract.


Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding, Acting Township Clerk

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



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

COPY

August 16, 2011

Syndicated Solar, Inc.
Denver Technology Center
5613 DTC Parkway
Suite 211
Greenwood Village, CO. 80111

Re: Resolution 2011--143

Dear Sir:

Enclosed is a copy of Resolution 2011—143 adopted by Willingboro Township Council at their meeting of August 2, 2011 meeting, awarding the bid for JFK Center Solar Power Purchase Agreement.

Sincerely,

Sarah Wooding
Acting Township Clerk

/saw

Cc:
Wendell Bibbs-Remington & Vernick, Engineer
Duane Wallace—Will'boro. Code Enforcement Dir.
Barbara Lightfoot—Will'boro Finance Dept.
File

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

tsbank

CASHIER'S CHECK

No. 7036502391

93-38
929

DATE: JULY 18, 2011

PAY TWENTY THOUSAND DOLLARS AND 00 CENTS

\$ 20,000.00

TO THE ORDER OF: **THE TOWNSHIP OF WILLINGBORO, NJ**
PURPOSE/REMITTER: BID NO. 0338G007

Location: 7036 GRAND JUNCTION F RD

U.S. Bank National Association
Minneapolis, MN 55480



[Handwritten Signature]
AUTHORIZED SIGNATURE

⑆ 7036502391 ⑆ ⑆ 092900383⑆ ⑆ 50080235099⑆

Security Features Included. Details on Back.

[Large handwritten signature]

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Township of Willingboro
(Name of Local Contracting Unit)

JFK Community Center Solar PP RFP
(Name of Project)

0338G007
(Project or Bid number)

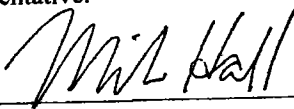
Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
N/A				

Acknowledged by bidder:

Name of Bidder: Borrego Solar Systems, Inc.

By Authorized Representative:

Signature: 

Printed Name and Title: Michael Hall, CEO

Date: 7/19/2011

FORM107140-0908
06000269

55-760/312



No. 1529558

CASHIER'S CHECK

DATE JULY 20, 2011

PAY TO THE ORDER OF TOWNSHIP OF WILLINGBORD \$ 20,000.00

TWENTY THOUSAND AND 00 / 100***** DOLLARS

Security features included. Details on back.

J. A. WIG CONSTRUCTION & ELECTRIC
REMITTER

PNC Bank, National Association
Jualyn H. Long
OFFICIAL SIGNATURE MP

⑈01529558⑈ ⑆031207607⑆ 8010001302⑈



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782

RE COPY

August 17, 2011

Certified Mail # 7005-0390-0002-9107-9079

J. A. Wig Construction & Electric, LLC
124 Bobbi's Terrace Rd.
New Egypt, NJ 08533

Re: Bid for JFK Center Solar Power Purchasing Agreement and
Return of Bid Bond or Check

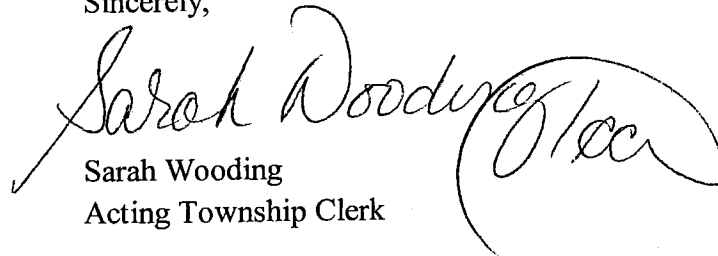
Dear Sir or Madam;

Enclosed please find Resolution No 2011-143 awarding the JFK Center Solar Power Purchasing Agreement to Syndicated Solar, Inc.

Please find your original Bid Bond/check enclosed herewith as well.

Thank you for your submission and interest

Sincerely,


Sarah Wooding
Acting Township Clerk

/ccm

Enclosure

RESOLUTION NO. 2011 – 143

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING A BID FOR
JFK CENTER SOLAR POWER PURCHASE AGREEMENT**

WHEREAS, on June 22, 2011, the Township Council of the Township of Willingboro advertised its request that bids be submitted for the JFK Center Solar Power Purchase Agreement; and

WHEREAS, on July 20, 2011, three bids were received, and opened in presence of the Township Clerk's Office from:

1. Borrego Solar Systems, Inc., having its main corporate offices at 1365 North Johnson Avenue, Suite 102, El Cajon, CA 92020;
2. Syndicated Solar, Inc., having its main corporate offices at Denver Technology Center, 5613 DTC Parkway, Suite 211, Greenwood Village, CO 80111;
3. J.A. Wig Construction & Electric, LLC of 124 Bobbi's Terrace Rd., New Egypt, NJ 08533;

WHEREAS, Township's Engineer reviewed, evaluated and tabulated the bids based upon the evaluation criteria set forth in paragraph 1.5 of the Request for Proposal (RFP) advertised; and

WHEREAS, the Township Engineer found that both Borrego Solar Systems, Inc., and Syndicated Solar, Inc., each received 95 out of 100 points, and J.A. Wig received 71 points out of 100 points based upon the evaluation criteria set forth in the RFP; and

WHEREAS, the Township Engineer has recommended to the Township Council that Syndicated Solar, Inc. has submitted the most advantageous proposal giving due regard to price and other factors considered, as set forth in the evaluation criteria noted in paragraph 1.5 of the RFP; and


WHEREAS, the Township Council has upon its consideration and review determined that it is in the best interest of the Township to accept the bid of Syndicated Solar Inc. based upon the Township Engineer's recommendation.

WHEREAS, the award of this bid is contingent upon the availability of funds for this purpose, and as indicated by the attached Treasurer's Certification.

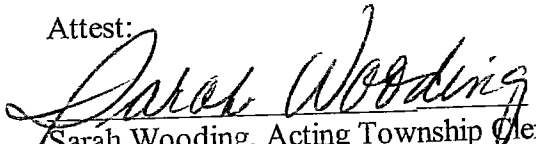
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of August, 2011, hereby accepts the bid of Syndicated Solar Inc.; and

BE IT FURTHER RESOLVED, that

1. The bids be spread upon the minutes of this meeting
2. A copy of this resolution be provided to Syndicated Solar Inc. for its information and attention; and
3. The Mayor and Clerk are authorized to execute the necessary forms of contract.


Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding, Acting Township Clerk

Recorded Vote

Councilman Anderson
Councilman Ayer
Councilman Gordon
Deputy Mayor Jennings
Mayor Campbell

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

FORM 107140-0908

55-760/312



No. 1529558

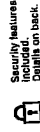
CASHIER'S CHECK

DATE _____

PAY TO THE ORDER OF _____

\$ _____

_____ DOLLARS



REMITTER _____

PNC Bank, National Association

Quahyn H. Long
OFFICIAL SIGNATURE

MP

⑆01529558⑆ ⑆031207607⑆ 8010001302⑆

RESOLUTION NO. 2011- 144

**AUTHORIZING THE SUBMISSION OF CERTIFICATE OF INCORPORATION
FOR THE ECONOMIC DEVELOPMENT CORPORATION**

WHEREAS, the Willingboro Township Council (“Council”) finds that it is the best interest of the Township to extend its ability to attract additional grants, funding sources, and projects, not presently available to the township; and

WHEREAS, Council finds that an economic development corporation may be utilized to seek and attract these forms of funding; and

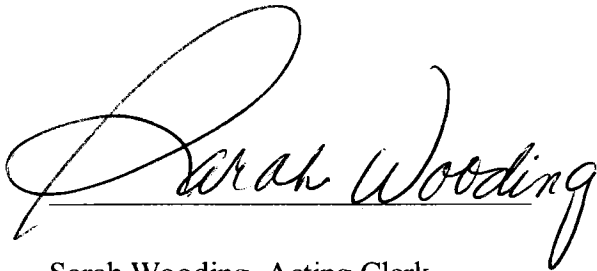
WHEREAS, Council has developed By-Laws and a corporate structure for the formation of an Economic Development Corporation; and,

WHEREAS, Township Council has made a recommendation that the Economic Development Committee work with the Township Council to prepare a certificate of incorporation for filing; and

WHEREAS, the Willingboro Township Council has reviewed the mission, structure and By Laws of the group, and endorses the formation of an Economic Development Corporation.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro on this 23rd day of August, 2011, in open public session, that the Township Council of the Township of Willingboro does hereby approve and authorize the Willingboro Township Economic Development Committee to submit a certificate of incorporation for the creation of an Economic Development Corporation; and,

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to the Township Manager, Director of Finance, and Code/Construction Official.



Sarah Wooding, Acting Clerk

Township of Willingboro



Eddie Campbell, Jr., Mayor

BY-LAWS
WILLINGBORO ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I
BOARD OF TRUSTEES

Section 1. The business and affairs of the Corporation shall be managed by the Board of Eleven (11) Trustees. These founding Trustees shall be appointed by the Township Council of Willingboro. All Trustees, other than the Municipal Trustees, as hereinafter defined, and those Trustees appointed prior to the effective date of these By-Laws, shall serve and hold office for staggered terms of three (3) years and until their successors have been selected and qualified. However, the initial terms of the Business and Civic Trustees will be shortened to allow for the staggering of terms. The Municipal Trustees shall hold office as Trustee for a term of one (1) year. The Board of Trustees will determine the initial terms at their sole discretion, except that they must ensure that no more than two (2) terms of Business and/or Civic Trustees expire in any given year.

All Trustees, other than the Municipal Trustees, as hereinafter defined, and those Trustees appointed prior to the effective date of these By-Laws, shall serve and hold office for staggered terms of three (3) years and until their successors have been selected and qualified.

Section 2. There shall be three (3) classes of Trustees.

- a. Municipal Trustee
- b. Business Trustee
- c. Civic Trustee

a. There shall be three (3) Municipal Trustees as follows: The Mayor or one Trustee appointed by the Mayor and two member at large appointees of the Township Council designated by resolution of the Township Council.

A Municipal Trustee holding office by virtue of his municipal office shall automatically cease to be a Trustee of the Corporation upon his ceasing to hold his municipal office. In the event of a change in the title of any such named office, or change in the functions and duties of any such named office, where such officer shall be succeeded as a Municipal Trustee of the Corporation by the officers of the Township of Willingboro who succeeds to the principal functions and duties of such office and all questions arising under this sentence shall be determined by the Corporation's Counsel or chief legal officer of the Township of Willingboro, whose determination shall be final and binding upon the Corporation.

b. There shall be Five (5) Business Trustees; one Trustee appointed by the _____, one Trustee appointed by _____, one Trustee appointed by the Township of Willingboro Council representing the greater Township of Willingboro Business Community, one Trustee appointed by the Willingboro Township Economic Development Corporation representing the greater Township of Willingboro Business Community, and one Trustee appointed by The Greater Willingboro Area Chamber of Commerce.

c. There shall be three at large (3) Civic Trustees, who shall be persons prominent in the financial, commercial, industrial, civic or professional community of the Township of Willingboro and at least two of whom shall reside In the Township of Willingboro. The remaining civil trustee need not reside in the Township of Willingboro. Civic Trustees shall not hold elected office within the municipal government of the Township of Willingboro at any time during their term as Trustees. Such Civic Trustees shall be appointed by the Board of Trustees of the Corporation.

Section 3. Vacancies in the Board of Trustees, occurring by reasons of death, resignation, disqualification, removal or otherwise, shall be filled as follows:

a. All vacancies of Municipal Trustees shall be filled by an appointment by the Township of Willingboro Council.

b. A Business Trustee shall be succeeded by the Chairman or a person appointed by the same body that appointed the now vacant seat.

c. A Civic Trustee shall be succeeded by a person prominent in the financial, commercial, industrial, civic or professional community. Such Civic Trustee shall be appointed by the Board of Trustees of the Corporation.

All Business and Civic Trustees selected to fill a vacancy pursuant to this Section 3 shall hold office as Trustee for the unexpired term of his or her predecessor in office. The Municipal Trustees selected to fill a vacancy under this Section 3 shall serve in accordance with the provision of Section 1 of this Article.

Section 4. A minimum of four (4) meetings of the Board shall be held at such time and place in the Township of Willingboro as designated in a schedule of meetings that will be set at the annual organizational meeting.

The annual organizational meeting of the Trustees shall be held at such place in the Township of Willingboro as shall be determined by the Board of Trustees. If the Board of Trustees has not taken action in fixing the place of the meeting, the Chairman of the Board of Trustees may designate the place of the meeting within the Township of Willingboro. The time of the meeting shall be set at the previous organizational meeting.

Section 5. Special meetings of the Board shall be called at the discretion of the Executive Director of the Corporation, the Chairman of the Board of Trustees, or by a majority of the members of the Board of Trustees, and shall be held at such time and place in the Township of Willingboro as shall be designated in the notice calling said meeting. Written notice of the time, place and object of every special meeting of the Board shall be given to each Trustee at least seven (7) days prior to the day named for the meeting, and no business shall be considered except such as is stated in the notice of the meeting, excepting, however, development contracts, which may be considered at any time without previous notice with the unanimous consent of those present.

Section 6. Five (5) Trustees shall be necessary to constitute a quorum for the transaction of business. The acts of a majority of the Trustees present at a meeting, at which a quorum is present, shall be the acts of the Board of Trustees. If a quorum is not present, a majority of the Trustees present may adjourn the meeting to such time and place within the Township of Willingboro as they may determine.

Section 7. At the first meeting of the members, and at each subsequent annual meeting the members shall elect from the Board of Trustees a Chairman of the Board of Trustees, a Vice Chairman of the Board of Trustees, a Secretary and a Treasurer. The chairman of the Board of Trustees shall preside at all meetings of the members of the Board of Trustees at which he shall be present, and he shall perform such other duties as are incidental to his office, or as are properly required of him by the Board of Trustees or the members. The Vice Chairman of the Board of Trustees shall perform the duties and exercise the functions of the Chairman in his temporary absence, or during his temporary inability to act. The Vice Chairman shall perform such other duties as may be assigned to him by the Board of Trustees or by the Chairman of the Board of Trustees.

Section 8. The Chairman and the Vice Chairman of the Board of the Trustees shall be elected annually from the Board of Trustees by the members and shall hold their respective offices until the next annual meeting of the members and until their successors shall have been elected and qualified.

Section 9. Procedural questions will be resolved by reference to Roberts rules of order.

Section 10. All trustees shall attend a minimum of seven out of twelve consecutive meetings. Any trustee who misses five of the twelve previous meetings may be removed by a majority vote of the Board present at an official meeting.

ARTICLE II **NOTICE OF MEETINGS**

Section 1. Whenever notice is required by law or by these By-Laws to be given to any Trustee or member, it may be given to such person either personally or by sending a copy thereof by facsimile through the mail or by telegram, charges pre-paid, to his address, supplied by him to the Corporation for the purpose of the notice. If the notice is sent by mail or by telegram, it shall be deemed to have been given to the person entitled thereto when deposited in the United States Mail or with a telegram office for transmission to such person; or when transmitted via facsimile to such person and received at a facsimile machine designated by such person for the receipt of such notice. Such notice shall specify the place, date, and hour of the meeting, and where required the purpose thereof and the nature of the business to be transacted thereat.

Section 2. Whenever any written notice is required to be given by law or by these By-Laws, to any Trustee or member, such may be sent by the Chairman, the Executive Director or the Secretary.

ARTICLE III **OFFICERS**

Section 1. The officers of the Corporation shall be President, a Vice President, a Treasurer, a Secretary, and an Executive Director. In addition, the Board may designate such other officers and assistant officers as it may from time to time determine to be necessary or desirable. No one person may hold more than one office simultaneously.

Section 2. The President and Vice President of the Corporation shall be the Chairman and the Vice Chairman of the Board of Trustees, respectively, and shall hold such offices during their tenure as Chairman and Vice Chairman of the Board of Trustees, respectively, and until their successors shall have been selected.

Section 3. The Treasurer shall be elected from the Board of Trustees.

Section 4. The Executive Director shall serve at the pleasure of the Board of Trustees, or as per contractual obligation. The Executive Director shall not be a member of the Board of Trustees.

Section 5. All vacancies occurring prior to the expiration of the term of any of the officers shall be filled at the next meeting by the Board of Trustees who shall elect an officer to fill the unexpired term.

Section 6. The Board may elect such other officers as it shall deem necessary, who shall hold their offices for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 7. Any officer elected by the board of Trustees may be removed by the Board of Trustees, whenever, in its judgment the best interests of the Corporation will be served thereby.

Section 8. The Board of Trustees shall have the power to require that the officers, agents, and employees of the Corporation or any of them, shall furnish a corporate surety for the faithful performance of their respective duties, in such amount as the Board shall determine, the expense of such bond to be borne by the Corporation.

ARTICLE IV **DUTIES OF THE OFFICERS**

Section 1. President: The President shall perform such duties as are required as Chairman of the Board of Trustees and shall perform such other duties as are incidental to the office of President, or as are properly required by the Board of Trustees.

Section 2. Vice President: The Vice President shall perform such duties as are required as the Vice Chairman of the Board of Trustees, and shall perform such other duties as may be assigned by the Board of Trustees, the Chairman of the Board of Trustees or the President.

Section 3. Executive Director: The Executive Director shall have general charge and supervision and authority over all the business and affairs of the Corporation, and shall be the chief operating officer of the Corporation subject to the control and direction of the President and the Board of Trustees. The Executive Director may issue notices of meetings, and shall make reports and perform such other duties as are incidental to the office or as are required by the Board of Trustees or the President. In addition, the Executive Director shall have the power to hire such employees of the Corporation upon such terms and conditions as the Executive Director may determine, subject, however, to the advice and consent of the majority of the Board of Trustees, and within the limits of available appropriations.

Section 4. Treasurer: The Treasurer shall have charge of all monies and securities of the Corporation and shall cause regular books of account to be kept and an annual G.A.A.P. audit to be performed. The funds of the Corporation shall be deposited in the name of the Corporation with such banks, bankers, or trust companies, as the Board of Trustees shall, from time to time, designate. The Treasurer shall perform all duties incidental to this office or that area required by the Board of Trustees or the President

Section 5. Secretary: The Secretary may issue notices of meetings, shall keep the minutes of all meetings, shall have charge of the records of the Corporation, shall have the custody of the Corporate Seal, and shall make reports and perform such other duties as are incidental to this office or as required by the Board of Trustees or the Executive Director.

ARTICLE V
COMMITTEES

The Board of Trustees may, from time to time, establish such committees and confer upon them such power as it deems appropriate for the conduct of the Corporation's business. The Board may similarly provide that the members of such Committees need not be members of the Board of Trustees.

ARTICLE VI
CONFLICTS OF INTEREST

No Trustee, officer, employee, of the Corporation shall acquire any interest, direct, or indirect, in any project the Corporation is promoting, or in any contract or contract for materials or services or in any lease, Sale or contract of any nature whatever, relating to any such project or to the Corporation, without first making disclosure to the corporation, which disclosure shall be in writing and included in the minutes of the Corporation. No Trustee who has such an interest shall participate, either directly or indirectly, in any discussions on or related to any matter relating to such interest or shall such Trustee be permitted to be present during the vote on such matter nor shall such trustee be permitted to vote on such matter.

ARTICLE VII
SEAL

The Seal of the Corporation shall be circular in form and shall carry the name of the Corporation and the year of its incorporation. Members of Board shall be indemnified to the full extent permitted by N.J.S.A. 15A:3-4 of the New Jersey non-profit corporation act and to the full extent as otherwise permitted by law.

ARTICLE VIII
AMENDMENTS

These By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted by the Board of Trustees after ten (10) day written notice of the proposed alteration, amendment, or change has been given to each Trustee, provided, that no alteration, amendment or change shall be made without the affirmative vote of a majority of the total number of Trustees.

ARTICLE IX
LIABILITIES OF TRUSTEES AND OFFICERS

A Trustee or Officer shall not be personally liable to the Corporation or its members for damages for breach of any duty to the Corporation or its members, except that this article shall not relieve a Trustee or Officer from liability for any breach of duty based upon an act or omission (1) in breach of such person's duty of loyalty to the Corporation or to its members, (2) not in good faith or involving a knowing violation of law, or (3) resulting in receipt by such person of an improper personal benefit.

**CERTIFICATE OF INCORPORATION
OF
TOWNSHIP OF WILLINGBORO ECONOMIC DEVELOPMENT CORPORATION**

The undersigned, being over the age of eighteen years, in order to form a corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, does hereby certify:

FIRST: The name of the corporation is Township of Willingboro Economic Development Corporation.

SECOND: The purposes for which the Corporation is organized are:

To promote, encourage, and assist the commercial and economic development of the Township of Willingboro in the County of Burlington, and State of New Jersey, to the end that use may be made of vacant buildings and other lands and premises in the Township of Willingboro, thereby increasing the commerce and trade of the Township of Willingboro, creating greater employment opportunities for its residents; and broadening the base of the tax structure.

(a) To publicize through all manner of information media, the advantages and benefits of development in the Township of Willingboro and of a business location in the Township of Willingboro and to cooperate with all agencies, both public and private, seeking to accomplish the same purposes.

(b) To engage in buying, selling, leasing and improving lands and properties in the Township of Willingboro, buying, selling, leasing personal property of every description: acquiring, holding, selling, hypothecating, assigning, transferring and conveying of its own obligations, or the obligations of any persons or other corporations, and collection, foreclosure, compromising, releasing, satisfying and discharging the same, buying, owning and improving of real estate by erecting buildings and all other manner and form or structures thereon, as allowed by law, and leaving the same, and assigning leases thereon, the borrowing of money and executing deeds of trust upon real estate leases thereon, or chattel mortgages or secured transactions under the Uniform Commercial Code on personal property as security therefore, the borrowing of money and the executing of promissory notes, bills or exchange, bonds or debentures

(c) To enter into contracts, agreements and studies with the Township of Willingboro, the County of Burlington, the State of New Jersey, or the Federal Government and any of their departments, divisions, bureaus, or other agencies, to further the purposes of this Corporation; and to cooperate with all such governmental agencies in any manner to further effectuate the commercial and economic development of the Township of Willingboro.

(d) To enter into contracts with the Township of Willingboro for the acquisition of improved or unimproved lands in the Township of Willingboro and to act as a "developer" as that term is defined in Federal, State or Municipal Law.

(e) To maintain offices, bank accounts, issue checks and drafts, employ all necessary professional administration personnel to carry out and effectuate the purpose of this Corporation.

(f) To own, purchase or lease motor vehicles, office equipment, and all other personal property necessary to carry out the purposes of this Corporation.

(g) To accept by way of grant, gift, devise or otherwise, any money or other real or personal property from any person, firm, foundation, corporation or governmental agency to help further the purposes of this Corporation.

The purposes specified herein shall be construed both as purposes and powers, and shall be in no way limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate, but the purposes and powers specified in each of the clauses herein shall be regarded as independent purpose and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any manner the meanings of general terms or of the general powers of the Corporation, nor shall the expression of one thing be deemed to exclude another although it be of like nature not expressed.

THIRD: The Corporation is not organized for pecuniary profit, nor shall it have any powers to issue certificates of stock or declare dividends, and no part of its earnings shall inure to the benefit of any member, trustee, or individual. The balance, if any, of all monies received by the Corporation from its operations after the payment of all debts, obligations and provisions for reserve of the Corporation, shall be used for or distributed to the Township of Willingboro, a Municipal Corporation of the State of New Jersey, for public purpose as voted by a majority of the Board of Trustees.

FOURTH: The Corporation shall be governed by a Board of Trustees, which shall be eleven (11) in number. The initial Board of Trustees shall consist of those persons named as incorporates herein. Trustees shall serve for such terms as provided in the By-Laws.

Each Trustee shall have one (1) vote exercisable by him personally at duly constituted meetings of the Board of Trustees. The board of Trustees shall have the power to adopt and amend the By-Laws of the Corporation upon a majority vote of a quorum of Trustees present and voting at a duly constituted meeting. There shall be no cumulative voting.

FIFTH: The members of the Corporation shall be the Trustees or the corporation while holding office as such, and such members shall be empowered to establish such subcommittees or subsidiaries as may be necessary and proper to effectuate the purposes of the Corporation. The Trustees shall elect from among them a Chairman for the term of one (1) year,

in accordance with this Certificate of Incorporation, and the By-Laws of the Corporation, and may create and effect such officers of the Corporation as they shall deem necessary, and shall specify therein the term of office duties and other responsibility for such officers.

SIXTH: The Corporation's principal place of business shall be located in the Township of Willingboro, One Salem Road, New Jersey 08046.

SEVENTH: The address of the Corporation's initial registered office is One Salem Road, Willingboro, New Jersey, and the name of the Corporation's initial registered agent is

EIGHTH: The Corporation shall indemnify every corporate agent as defined herein, and to the full extent permitted by N.J.S.A. 15A:3-4 of the New Jersey Non-Profit Corporation Act and to the full extent as otherwise permitted by law.

NINTH: The number of trustees constituting the founding board is eleven (11), and the names and addresses of the persons who are to serve as such trustees are:

TENTH: The name and address of the incorporators are:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

9.

10.

11.

ELEVENTH: No trustee or officer of the Corporation shall as such receive or become entitled to receive at any time any part of the net earnings or other net income of the Corporation, nor shall any part of the net earnings of the Corporation inure to the benefit of any person, except as reasonable compensation for services rendered and reimbursements for expenses incurred in conducting its affairs and carrying out Its purposes, nor shall the Corporation carry on propaganda or otherwise attempt to influence legislation, nor shall the Corporation participate or intervene in any political campaign on behalf of any candidate for public office.

TWELFTH: (1) The Corporation shall distribute its income for ach taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(2) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(3) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(4) The corporation shall not make any investments in such manner as to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(5) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

THIRTEENTH: In the event of a dissolution of this Corporation, or in the event it shall cease to carry out the objects and purposes herein set forth, all property and assets of the Corporation, after payment of all outstanding debts and obligations, shall be paid over and delivered to the Township of Willingboro, for its public purposes.

FOURTEENTH: The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any

candidate for public office. Notwithstanding any other provision of these articles., the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 510(c)(3) of the Internal Revenue Code of 1916 (or corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States internal Revenue Law).

FIFTEENTH: There shall be no members of the Corporation other than the Board of Trustees.

IN WITNESS WHEREOF, the Undersigned has executed the Certificate of Incorporation this

_____ day of _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION --2011--145

Willingboro Township Joining the National Moment of Remembrance of the 10th Anniversary of September 11th

WHEREAS, the governing body of *Willingboro Township Council* expresses their support of the United State's Senate regarding coming together as a Nation and ceasing all work or other activity for a moment of remembrance beginning at 1:00 p.m. Eastern Daylight Time on September 11, 2011, in honor of the 10th anniversary of the terrorist attacks committed against the United States on September 11, 2001; and

WHEREAS, at 8:46 a.m., on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York City, New York; and

WHEREAS, 17 minutes later, at 9:03 a.m., hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center; and

WHEREAS, at 9:37 a.m., the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarters of the Department of Defense; and

WHEREAS, at approximately 10:00 a.m., the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania, and, in doing so, gave their lives to save countless others; and

WHEREAS, nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001; and

WHEREAS, tens of thousands of individuals narrowly escaped the attacks at the Pentagon and World Trade Center and, as witnesses to this tragedy, are forever changed; and

WHEREAS, countless fire departments, police departments, first responders, governmental officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events; and

WHEREAS, the Fire Department of New York suffered 343 fatalities on September 11, 2001, the largest loss of life of any emergency response agency in United States history; and

WHEREAS, the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day; and

WHEREAS, the New York Police Department suffered 23 fatalities as a result of the terrorist attacks; and

WHEREAS, the impact of that day on public health continues through 2011, as nearly 90,000 people are at risk of or suffering from negative health effects as a result of the events of September 11, 2001, including 14,000 workers and 2,400 community residents who are sick, and tens of thousands of others whose health is being monitored; and

WHEREAS, 10 years later, the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day; and

WHEREAS, 10 years later, thousands of men and women in the United States Armed Forces remain in harm's way defending the United States against those who seek to threaten the United States; and

WHEREAS, on the 10th anniversary of this tragic day, the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001 and their families; and

WHEREAS, the lives of Americans were changed forever on September 11, 2001, when events threatened the American way of life; and

WHEREAS, in 2009, Congress and the President joined together to designate September 11 as a National Day of Service and Remembrance under the Serve America Act (Public Law 111-13; 123 Stat. 1460); and

WHEREAS, in September 2009 and 2010, President Obama issued Proclamation 8413 (74 Fed. Reg. 47045) and Proclamation 8559 (75 Fed. Reg. 56463) proclaiming September 11, 2009, and September 11, 2010, respectively, as Patriot Day and National Day of Service and Remembrance; and

WHEREAS, September 11 will never, and should never, be just another day in the hearts and minds of all people of the United States;

NOW, THEREFORE BE IT RESOLVED that the governing body of *Willingboro Townshi*):

(1) recognizes September 11, 2011, as a day of solemn commemoration of the events of September 11, 2001, and a day to come together as a Nation; and

(2) offers its deepest and most sincere condolences to the families, friends, and loved ones of the innocent victims of the September 11, 2001, terrorist attacks; and

(3) honors the heroic service, actions, and sacrifices of first responders, law enforcement personnel, State and local officials, volunteers, and countless others who aided the


innocent victims of those attacks and, in doing so, bravely risked and often gave their own lives; and

(4) recognizes the valiant service, actions, and sacrifices of United States personnel, including members of the United States Armed Forces, the United States intelligence agencies, the United States diplomatic service, homeland security and law enforcement personnel, and their families, who have given so much, including their lives and well-being, to support the cause of freedom and defend the security of the United States; and

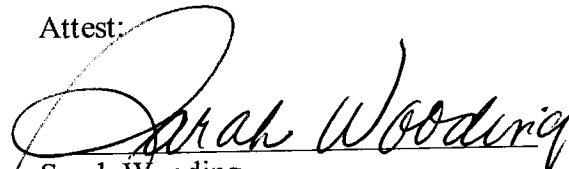
(5) reaffirms that the people of the United States will never forget the challenges our country endured on and since September 11, 2001, and will work tirelessly to defeat those who attacked the United States; and

BE IT FURTHER RESOLVED that on the 10th anniversary of this tragic day in United States history the governing body of the *Willingboro Township* calls upon all of the people and institutions of the United States to observe a moment of remembrance on September 11, 2011, including (i) media outlets; (ii) houses of worship; (iii) military organizations; (iv) veterans organizations; (v) airlines; (vi) airports; (vii) railroads; (viii) sports teams; (ix) the Federal Government; (x) State and local governments; (xi) police, fire, and other public institutions; (xii) educational institutions; (xiii) businesses; and (xiv) other public and private institutions; and

BE IT FURTHER RESOLVED that the governing body of *Willingboro Township* encourages the observance of the moment of remembrance to last for 1 minute beginning at 1:00 p.m. Eastern Daylight Time by, to the maximum extent practicable ceasing all work or other activity; and marking the moment in an appropriate manner, including by ringing bells, blowing whistles, or sounding sirens.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Recorded Vote:

Councilman Anderson
Councilman Ayer
Councilman Gordon
Deputy Mayor Jennings
Mayor Campbell

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

RESOLUTION 2011—146
CHAPTER 159—2009 DEPARTMENT OF NJ TRANSPORTATION TRUST FUND
RESURFACING OF
EVERGREEN DRIVE—PHASE II


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 hereof was not determined at the time of the adoption of the budget; and

SECTION 1

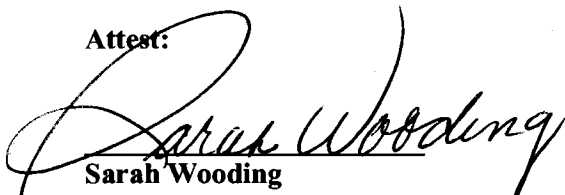
NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 23rd day of August, 2011, hereby request the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2011;

The sum of \$205,373 for Resurfacing of Evergreen Drive-Phase II, which item is now available as a reimbursement received from the New Jersey Transportation Trust Fund Authority Act.

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 to the Tax Collector/Treasurer of the Township of Willingboro.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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



FILE COPY

State of New Jersey

DEPARTMENT OF TRANSPORTATION

District 4 Local Aid
 Route 70 West, 3rd Floor
 One Executive Campus
 Cherry Hill, NJ 08002

Jon S. Corzine
 Governor

Stephen Dilla
 Commissioner

June 17, 2009

Honorable Jacqueline Jennings
 Mayor, Willingboro Township
 1 Salem Road
 Willingboro, NJ 08046

Re: Improvements to Evergreen Drive - Phase II
 Willingboro Township, Burlington County
 FY2009 Municipal Aid

Dear Mayor Jennings:

Enclosed is one copy of the executed Agreements approved by the Department of Transportation for the above referenced project in the amount of \$205,373.00.

This project will be funded from the New Jersey Transportation Trust Fund Authority Act. State participation in the cost of the project is limited to 100 percent of the cost of the completed construction work, including construction supervision, inspection and material testing, or the amount of the allotment, whichever is less.

The construction contract is to be awarded within 18 months from the date of the execution of the Agreement. Failure to make an award by November 7, 2009 or to comply with the requirements of the Municipal Aid Regulation 16:20B and the Terms and Conditions of Grant Agreement for State Aid to Counties and Municipalities will jeopardize the use of State funds on this project. The Regulations and terms and conditions can be found on the Local Aid Website at: <http://www.state.nj.us/transportation/business/localaid/pubs.htm>.

Through the approval of this agreement and all future agreements, the sponsor is required to provide phased submission updates that are to be tracked through the on-line SAGE System in accordance with the State Aid Checklist (see attached) for this project. Please note, that the Sponsor is responsible for continued updates with respect to the construction administration/management phase of the project in the SAGE System. The preparation of contract documents shall use the 2007 Standard Specifications as amended by the 2007 Special Provisions for Local Aid Projects. All requirements of this program can be found in the State Aid Handbook, available on line at www.state.nj.us/transportation/business/localaid/pubs.htm.

If you have any questions regarding the above, please contact Alka Shah of this office at (856) 486-6710.

Sincerely,


 Vincent Masolundaro
 Acting Manager
 District 4 Local Aid

Attachment

c: Municipal Clerk
 Municipal Engineer

FY' 2009 DEPARTMENT OF

RESOLUTION 2011-146
CHAPTER 159-NJ TRANSPORTATION TRUST FUND AUTHORITY ACT GRANT
FOR EVERGREEN DRIVE (PHASE II)
RESURFACING OF

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 hereof 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 23rd day of August, 2011, hereby request 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 2011;

The sum of \$205,373 ~~Evergreen Drive-Phase II~~, which item is now available as a reimbursement received from ~~New Jersey Transportation Trust Fund Authority Act~~ **RESURFACING OF** ~~THE~~

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 to the Tax Collector/Treasurer of the Township of Willingboro.

Eddie Campbell, Jr.
Mayor

Attest:

Sarah Wooding
Acting Township Clerk

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



TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782*



September 12, 2011

Director of the Division of
Local Government Services
P. O. Box 803
Trenton, NJ 08625

Dear Sir/Madam:

Enclosed is a copy of Resolution 2011-146 adopted by Willingboro Township Council meeting of March 1, 2011 for Chapter 159-2009 Department of NJ Transportation Trust Fund Resurfacing of Evergreen Drive Phase II.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.
/vc

cc: Wendell Bibbs, Township Engineer
Barbara Lightfoot, Finance Department
Director of the Division of Local Government Services

RESOLUTION 2011—147
CHAPTER 159—2010 DEPARTMENT OF NJ TRANSPORTATION TRUST FUND
RESURFACING OF
EVERGREEN DRIVE (PHASE III)


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

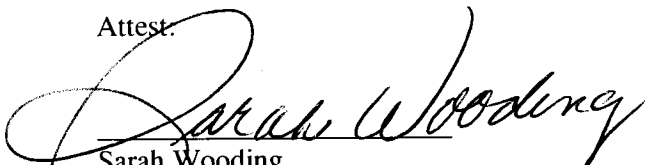
SECTION 1

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 23rd day of August, 2011, hereby request the Director of the Divisions of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2011;

The sum of \$205,334 for the Resurfacing of Evergreen Drive Phase III, which item is now available as a reimbursement received from New Jersey Transportation Trust Fund Authority Act.

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 to the Tax Collector/Treasurer of the Township of Willingboro.


 Eddie Campbell, Jr.
 Mayor

Attest.

 Sarah Wooding
 Acting Township Clerk

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



RECEIVED

James S. Simpson
James S. Simpson
James S. Simpson

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

State of New Jersey

DEPARTMENT OF TRANSPORTATION
District 4 Local Aid
One Executive Campus
Route 70 WB, 3rd Floor
Cherry Hill, NJ, 08002

JAMES S. SIMPSON
Commissioner

CHRIS CHRISTIE
Governor

KIM GAUDAGNO
Lt. Governor

November 1, 2010

Honorable Eddie Campbell, Jr.
Mayor, Willingboro Township
1 Salem Road
Willingboro, NJ 08046

Re: Evergreen Drive
Willingboro Township, Burlington County
FY 2010 Municipal & Urban Aid

Dear Mayor Campbell:

Enclosed is one copy of the fully executed Application/Agreement as approved by the Department of Transportation for the above project, for an allotment of \$205,334.00.

As stipulated in the agreement, this project will be funded from the New Jersey Transportation Trust Fund Authority Act. State participation in the cost of the project is limited to 100 percent of the cost of the completed construction work including construction supervision, inspection and material testing, or the amount of the allotment, whichever is less.

The project is to be awarded by April 19, 2012. Failure to comply with this requirement and the conditions of the agreement may jeopardize the use of State funds on this project.

Please be advised that the American Disability Act (ADA) Accessibility Guidelines requires public sidewalk curb ramps with truncated domes at all curb ramp locations. The municipality must comply with the requirements of the ADA as found on the Access Boards website at www.access-board.gov/adaag/dws/update.htm.

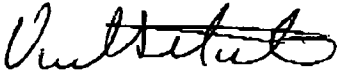
At the time of submission of the award of contract and bid tabulation to the Local Aid District 4 Office, payment voucher (Form PV) should be submitted for 75 percent of the lesser of the award amount or allotment amount.

Re: FY 2010 ATP
Transfer Inquiry
Page 2

Attached is a checklist to assist you with the Local Aid Project Process. Also, please refer to the State Aid handbook available through our office or at our website <http://www.state.nj.us/transportation/lgs>.

If you have any questions regarding this project, please do not hesitate to call me at 856-486-6618.

Sincerely,



Vincent Masciandro
Supervising Engineer
Local Aid District 4

Enclosure

C: ~~Municipal Clerk~~
Municipal Engineer

FOR THE DEPARTMENT OF TRANSPORTATION

Subject Project : FY' 2010 NJDOT Trust Fund Reconstruction/Resurfacing of Evergreen Drive
(Phase III)
Name of Sponsor : Willingboro Township
Address : 1 Salem Road
Willingboro, NJ 08046

Vendor ID Number: 216007381

Fiscal Year/Funds:	<u>2010 Municipal Aid</u>	<u>2010 Urban Aid</u>
Job Number:	<u>8700587</u>	<u>8702725</u>
Account:	<u>10-480-078-6320-AKO-6010</u>	<u>10-480-078-6320-AKS-6010</u>
State Funds:	<u>\$180,000.00</u>	<u>\$25,334.00</u>
FAO Number	<u>9778008 ✓</u>	<u>9778009 ✓</u>

Certification of Funds 10-14-10
Date

By [Signature]
Director, Division of Accounting and Auditing
ACTIVE

APPROVED: [Signature]
Michael Russo
Director, Division of Local Aid and Economic Development

[Signature]
Date

ATTEST and SEAL

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the
Commissioner of
Transportation or Designee on February 19, 2010.

Certification Process

[Signature]
Jacqueline Traust
Secretary, Department of Transportation

Approval as to Form by Certification Process.

FY 2010

DEPARTMENT OF

RESOLUTION 2011-147

CHAPTER 159—NJ TRANSPORTATION TRUST FUND ~~AUTHORITY ACT GRANT~~
RESURFACING OF FOR EVERGREEN DRIVE (PHASE III)

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

SECTION I

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 23rd day of August, 2011, hereby request the Director of the Divisions of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2011;

FOR THE RESURFACING OF

The sum of \$205,334 Evergreen Drive ~~Reconstruction~~ *Resurfacing*, which item is now available as a reimbursement received from New Jersey Transportation Trust Fund Authority Act.

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 to the Tax Collector/Treasurer of the Township of Willingboro.

(PHASE III)

Eddie Campbell, Jr.
Mayor

Attest:

Sarah Wooding
Acting Township Clerk

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



TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782*



September 12, 2011

Director of the Division of
Local Government Services
P. O. Box 803
Trenton, NJ 08625

Dear Sir/Madam:

Enclosed is a copy of Resolution 2011-147 adopted by Willingboro Township Council meeting of March 1, 2011 for Chapter 159-2010 Department of NJ Transportation Trust Fund Resurfacing Evergreen Drive Phase III.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.
/vc

cc: Wendell Bibbs, Township Engineer
Barbara Lightfoot, Finance Department
Director of the Division of Local Government Services

00-100

RESOLUTION--2011--148
CHAPTER 159--RESOLUTION FOR ANJEC
2011 SMART GROWTH PLANNING GRANT PROJECT AGREEMENT


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

SECTION 1

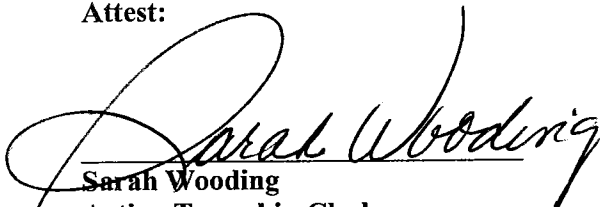
NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 23rd day of August, 2011, hereby request the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2011;

The sum of \$5,360 Green Building and Environmental Sustainability Element Project, Which item is now available as a reimbursement received from the 2011 Smart Growth Planning Grant Project.

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 to the Tax Collector/Treasurer of the Township of Willingboro.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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

2011 SMART GROWTH PLANNING GRANT PROJECT
 AGREEMENT

MUNICIPALITY: Township of Willingboro, Burlington County, NJ
 PROJECT: Green Building and Environmental Sustainability Element Project
 GRANT AMOUNT: \$5360.

PURPOSE: The Township will contract with a professional environmental consultant to develop a Green Building and Environmental Sustainability Element (GBESE) for the municipal Master Plan. The consultant will collaborate with a Project Team (PT) made up of the Environmental Commission and representatives of the Planning Board. The Project Team will conduct public outreach activities, including a community visioning session, to inform residents about the GBESE throughout its development and solicit input. On completion, the Environmental Commission will present the GBESE to the Planning Board with a recommendation for adoption into the Master Plan.

TASKS AND TIMETABLE:

June 1 through July 31, 2011	<ul style="list-style-type: none"> • ANJEC Agreement signed by both parties • Township contracts with environmental consultant • Kickoff meeting with consultant, PT and ANJEC liaison
Aug. 1 through Sept. 30, 2011	<ul style="list-style-type: none"> • PT develops press release article on project and opportunities for public input; distributes through newspapers and website • QUARTERLY REPORT due at ANJEC 8/15/11 • Consultant collects/compiles data; creates template and materials for Community Visioning Session • PT publicizes Visioning Session through media and website; invites Planning Board, governing body, ANJEC • Consultant and PT host Visioning Session
Oct. 1 through Nov. 30, 2011	<ul style="list-style-type: none"> • Consultant compiles community input; prepares draft GBESE and submits to PT • QUARTERLY REPORT due at ANJEC 11/15/11 • Consultant meets with PT to review work to date
Dec. 1 through Jan 31, 2012	<ul style="list-style-type: none"> • Consultant revises draft GBESE; circulates to PT and Planning Board • PT posts draft GBSE on website for public review; publicizes with press release • PT and consultant make final revisions to GBESE
Feb. 1 through Mar. 31, 2012	<ul style="list-style-type: none"> • PT delivers GBESE to Planning Board with recommendation to adopt • Consultant develops Power Point for adoption hearing • PT helps to publicize adoption hearing, invites ANJEC • QUARTERLY REPORT due at ANJEC 2/15/12 • Consultant and PT present GBESE at adoption hearing
Apr. 1 through May 30, 2012	<ul style="list-style-type: none"> • PT develops final article on project; posts final GBESE on website • QUARTERLY REPORT due at ANJEC 5/15/12 OR • PT submits documentation on expenditure of funds, web link, and copies of all grant products (incl. one paper and one pdf copy of GBESE) to ANJEC to request reimbursement

QUARTERLY PROGRESS REPORTS DUE AT ANJEC: Aug. 15, 2011, Nov. 15, 2011, Feb. 15, 2012; May 15, 2012. If, with consent of ANJEC, project runs past June 30, 2012, reports continue to be due quarterly thereafter. *Grantee will utilize the reporting format provided by ANJEC for all quarterly reports.*

TOWNSHIP OF WILLINGBORO AGREES TO:

1. Use the grant funds solely for the purposes described in the written proposal (March, 2011) and schedule set out above, and to forego/repay any portion not used for the purpose of this grant.
2. Provide matching funds in the amount of \$5360. and in-kind services by volunteers and municipal staff as needed to complete all tasks
3. Maintain complete and accurate records of all expenditures related to the project.
4. Submit brief quarterly reports and a full final report on the manner in which the funds, including matching funds and in-kind services, are used and the progress made in accomplishing the tasks set out above.
5. Notify ANJEC staff liaison of at least one meeting date per reporting period (quarterly); *liaison may attend.*
6. Work cooperatively with ANJEC staff to ensure that the project is carried to completion according to the proposal and the schedule set out above. ANJEC reserves the right to withdraw its financial support if the project does not maintain progress or falls significantly behind schedule.
7. Acknowledge the grant by including the following on the title or acknowledgements page: *"This plan was prepared with the assistance of a Sustainable Land Use Planning Grant from the Association of New Jersey Environmental Commissions."*
8. Provide to ANJEC copies of all final materials developed for this project, for use as models in other municipalities.

Grant funds from ANJEC will be paid to the Township of Willingboro upon completion of the project and delivery of final report and materials to ANJEC.

Grantor: ANJEC

By Sandy Batty
Sandy Batty, Exec. Director

Date 8/1/11

Grantee: Township of Willingboro

By Eddie Campbell, Jr.
Eddie Campbell, Jr., Mayor

Date July 5, 2011

Resolution 20-11-149

Executive Session

Not Needed

Resolution No. 2011- 150
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
RELEASING THE CLEARWIRE US, LLC, 161 EDGE LANE
PERFORMANCE BOND #LPM8985287

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. has conducted inspected improvements by Clearwire US, LLC, to the property located at 161 Edge Lane, Willingboro, New Jersey, Block 833, lot 80; and


WHEREAS, the Township's Engineer has determined that the condition of the improvement is satisfactory, and with due regard to the passage of time; and

WHEREAS, it is the recommendation of the Township's Engineer that the Township of Willingboro release the Performance Surety Bond #LPM8985287 in the amount of Ten thousand dollars (\$10,000.00) and upon a posting of a two year Maintenance Bond in the amount of One thousand five hundred dollars (\$1,500.00), provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

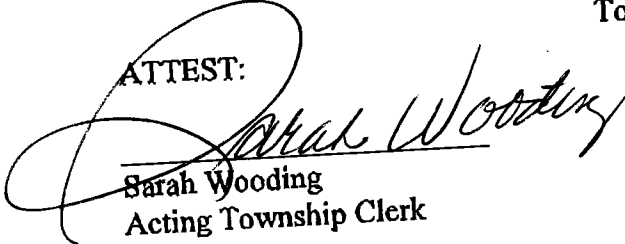
WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Performance Bond and accept a two year Maintenance Bond in the amount referenced herein, contingent upon the payment of all outstanding escrow invoices, in accordance with the Township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

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of August 2011, that the performance bond #LPM8985287 shall be released for the Clearwire US, LLC, 161 Edge Lane, Willingboro, NJ, Project described above and the Township shall accept a two year maintenance bond of \$1,500.00 as well.

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


Eddie Campbell, Jr., Mayor
Township of Willingboro

ATTEST:


Sarah Wooding
Acting Township Clerk

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS

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

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

SENIOR ASSOCIATES

John J. Cantwell, PE, PP, CME
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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
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(717) 766-0232 (fax)

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Univ. Office Plaza, Bellevue Building
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Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick & Arango Engineers

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

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

July 26, 2010

Sarah Wooding, Township Clerk
Township of Willingboro
1 Salem Road
Willingboro, New Jersey 08046

**Re: Township of Willingboro
Clearwire USA LLC
Block 833, Lot 80
161 Edge Lane, Willingboro NJ
Performance Bond # LPM8985287
R&V #0338-P075**

Dear Ms. Wooding:

Remington, Vernick & Arango Engineers' Inspection Department has inspected the above referenced property for the purposes of a performance bond release. We recommend release of the performance bond in the amount of **\$10,000.00** and posting of a two (2) year maintenance bond in the amount of **\$1,500.00**.

If you have any questions, please do not hesitate to call.

Sincerely yours,

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 and Regional Manager

HS/RMM/kn

cc: Mayor & Committee
Joanne Diggs, Township Manager
Cerise Meisel, Planning Board Secretary

t:\willingboro\p075-clearwire 161 edge\perf release 7-26-11.doc

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www.rve.com

cc: *Arise*

RECEIVED

JUL 28 2011

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NJ 08046

OK

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

cc: *Arango*

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

SENIOR ASSOCIATES
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(201) 624-2136 (fax)

July 26, 2010

Sarah Wooding, Township Clerk
Township of Willingboro
1 Salem Road
Willingboro, New Jersey 08046

**Re: Township of Willingboro
Clearwire USA LLC
Block 833, Lot 80
161 Edge Lane, Willingboro NJ
Performance Bond # LPM8985287
R&V #0338-P075**

Dear Ms. Wooding:

Remington, Vernick & Arango Engineers' Inspection Department has inspected the above referenced property for the purposes of a performance bond release. We recommend release of the performance bond in the amount of **\$10,000.00** and posting of a two (2) year maintenance bond in the amount of **\$1,500.00**.

If you have any questions, please do not hesitate to call.

Sincerely yours,

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 and Regional Manager

HS/RMM/kn

cc: Mayor & Committee
Joanne Diggs, Township Manager
Cerise Meisel, Planning Board Secretary

RECEIVED

JUL 28 2011

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NJ 08046

OK



Fidelity and Deposit Company of Maryland

1600 McConnor Parkway, 10th Floor, Surety Intake Center, Schaumburg, IL 60173

Bond No. LPM8985287

RECOPY

NOTICE OF CANCELLATION

Date: JUNE 21, 2011

Township of Willingboro, NJ
Municipal Complex One Salem Road
Willingboro NJ 08046

The undersigned Surety upon a certain Bond in your favor as follows:

Principal: Clearwire US LLC

Bond No: LPM8985287


License No:

Amount of Coverage: \$ 10,000

Effective Date: 12/02/2009

hereby notifies you that it desires to cancel and does hereby cancel said bond as an entirety. Such cancellation to become effective at Sixty (60) days from receipt of this letter. It shall be presumed that you receive this letter within five (5) days of this notice. Please send written confirmation of this notice to the address below.

This notice is given to you in accordance with the cancellation provision contained in said bond.

By: 

Pamela D. Washington

, Attorney-in-Fact

Fidelity and Deposit Company of Maryland
trading as Zurich North America Surety
Attn: Surety Service Center
1600 McConnor Parkway
10th Floor, Surety Intake Center
Schaumburg IL 60173

CC: AON RISK INSURANCE SERVICES WEST, INC
1420 5TH AVE STE 1200
SEATTLE WA 981012333

Clearwire US LLC
4400 Carillon Point
Kirkland WA 98033

*Their mailing Address
9-12-11*



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**



September 12, 2011

Clearwire US LLC
4400 Carillon Point
Kirkland, WA 98033

Dear Sir/Madam:

Enclosed is a copy of Resolution 2011-150 adopted by Willingboro Township Council meeting of August 23, 2011, Releasing the Clearwire US, LLC, Edge Lane Performance Bond #LPM8985287.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.
/vc

cc: Wendell Bibbs, Township Engineer
Barbara Lightfoot, Acting Finance Director

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

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. has been advised of the request for a release of escrow funds from the Clearwire US, LLC application for 161 Edge Lane, Block 833, Lot 80, Willingboro; and


WHEREAS, the Township's Engineer has 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 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 Clearwire US LLC application for 161 Edge Lane, Willingboro, in accordance with the Township Engineer's recommendations.

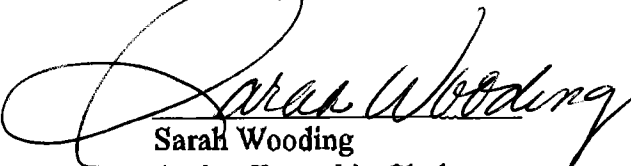
NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of August, 2011, that the Escrow funds for Clearwire US, LLC application for 161 Edge Lane, Block 833, Lot 80 shall be released.

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



Eddie Campbell, Jr., Mayor
Township of Willingboro

ATTEST:



Sarah Wooding
Acting Township Clerk

REMINGTON VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (609) 221-2000
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

**MANAGER OF OPERATIONS
CORPORATE SECRETARY**

Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES

John J. Cantwell, PE, PP, CME
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Richard B. Czokanski, PE, CME, BCEE

Remington & Vernick Engineers

232 Kings Highway East
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& Vena Engineers**

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3 Locoma Boulevard, Suite 300-400
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(732) 591-2815 (fax)

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& Walberg Engineers**

845 North Main Street
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(609) 645-7110
(609) 645-7076 (fax)

4997 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
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192 Constitution Road, Suite 105
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(302) 486-6208 (fax)

**Remington, Vernick
& Arango Engineers**

The Piedmont Center
601 N. Broad Street, Suite 600
101 Route 130
Cranston, NJ 08077
(856) 393-1245
(856) 393-1249 (fax)

309 Fethers Avenue, 3rd Floor
Secaucus, NJ 07094
(973) 624-2112
(201) 624-2116 (fax)

June 28, 2011

Ms. Cerise Meisel, Acting Deputy Township Clerk
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

Re: **Escrow Release for Clearwire US, LLC**
161 Edge Lane - Block 833, Lot 80
Our Project #0338P075

Dear Ms. Meisel:

We have been advised of the request for a release of escrow funds from the Clearwire US, LLC application for 161 Edge Lane, block 833, lot 80. Currently there are no outstanding invoices, nor is any work being performed at this site.

Our office takes no exception to the release of any remaining escrow balance since all outstanding invoices have been satisfied.

Should you have any questions or require additional information, please do not hesitate to contact me at (856) 795-9595 extension 1001 or via email at cheryl.acerbo@rve.com.

Thank you for your time and attention to this matter.

Sincerely,
Remington, Vernick & Arango Engineers, Inc.



Cheryl Acerbo
Accounts Receivable Administrator

Enclosure(s)

Cc: Rick Arango
Wendell Bibbs

Cheryl Acerbo
8/17/11
RA

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Richard G. Arango, PE, CME

**DIRECTOR OF OPERATIONS
CORPORATE SECRETARY**
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(856) 303-1249 (fax)

304 Indiana Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 674-2132
(201) 674-2136 (fax)

June 28, 2011

Ms. Cerise Meisel, Acting Deputy Township Clerk
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

**Re: Escrow Release for Clearwire US, LLC
161 Edge Lane - Block 833, Lot 80
Our Project #0338P075**

Dear Ms. Meisel:

We have been advised of the request for a release of escrow funds from the Clearwire US, LLC application for 161 Edge Lane, block 833, lot 80. Currently there are no outstanding invoices, nor is any work being performed at this site.

Our office takes no exception to the release of any remaining escrow balance since all outstanding invoices have been satisfied.

Should you have any questions or require additional information, please do not hesitate to contact me at (856) 795-9595 extension 1001 or via email at cheryl.acerbo@rve.com.

Thank you for your time and attention to this matter.

Sincerely,
Remington, Vernick & Arango Engineers, Inc.



Cheryl Acerbo
Accounts Receivable Administrator

Enclosure(s)
Cc: Rick Arango
Wendell Bibbs

Cheryl Acerbo
8/17/11
JKW

Cerise Meisel

From: Uri Taenzer [taenzer@tesalaw.com]
Sent: Monday, June 27, 2011 4:41 PM
To: Cerise Meisel
Subject: Re: Clearwire US LLC

We're paid in full.

Uri

Uri Hugo Taenzer, Esq,
Taenzer, Ettenson, Stockton & Aberant, p.c.,
123 N. Church Street, Moorestown, NJ 08057 Ph. 856.235-1234; Fax 856.235-1911; Cell 609-790-3668

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Taenzer, Ettenson, Stockton & Aberant, p.c. client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

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

From: "Cerise Meisel" <cmeisel@willingborotwp.org>
To: "taenzer taenzer" <taenzer@tesalaw.com>; "Wendall Bibbs " <wendell.bibbs@rve.com>
Cc: "Barbara Lightfoot " <blightfoot@willingborotwp.org>; <Christina.greco@rve.com>
Sent: Monday, June 27, 2011 12:28 PM
Subject: Clearwire US LLC

[cid:image002.gif@01CC34C4.1532B1E0]

Please be advised that this was received in the office today. Could you please inform me if you have any outstanding issues with regards to this being released and email something to me regarding releasing the bond and the balance of \$296.50 from the escrow account.

· Clearwire US LLC
161 Edge Lane (PHL-403)
Willingboro, Block 833-Lot 80
Bond # LPM8985287
Thank you,
Cerise Meisel
Acting Deputy Township Clerk
Township of Willingboro
One Salem Road
Willingboro, NJ 08046-2853

tel 609-877-2200 x1030
fax 609-877-1278

[cid:image003.jpg@01CC34C4.1532B1E0]

Project Id: PHL403
Category Id: MISC

Project Name: CLEARWIRE US, LLC

Statement Date Range: 08/01/01 to 08/18/11
Project Status: Active

CLEARWIRE US, LLC, *Princeton Tower*
156 TAMARACK CIRCLE
SKILLMAN, NJ 08553

Block: 833
Lot: 80
Qual:

COPY

Date	Type	Description	Amount	Balance
		Opening Balance:		0.00
06/19/09	Deposit	Meth: APPL. 6-2009-INITIAL ESCROW	500.00	500.00
08/31/09	Expenditure	PO 09-02328 2 PROF. SERV RENDERED CLEARWIRE Pd	214.50-	285.50
12/31/09	Expenditure	PO 09-03133 3 10/16/09-11/15/09 CLEARWIRE US Pd	105.00-	180.50
01/20/10	Deposit	Meth: ADD'L ESCROW FOR 161 EDGE LANE	1,200.00	1,380.50
01/29/10	Expenditure	PO 10-00273 1 PROF SERV RENDERED CLEARWIRE Pd	594.00-	786.50
01/29/10	Expenditure	PO 10-00272 1 7/16/09-815/09 COLOCATE WTMUA Pd	490.00-	296.50

Total Transactions:

Opening Balance:	0.00
Deposits:	1,700.00
Adjustments:	0.00
Developer Interest:	0.00
Expenditures:	1,403.50
<hr/>	
Unencumbered Balance:	296.50
Encumbrances:	0.00
<hr/>	
Closing Balance:	296.50

* Denotes Transaction that is not included in Balance. The Transaction was previously incurred and billed.

Total Page

Statement Date Range: 08/01/01 to 08/18/11
Project Status: Active

Sequence: Project Id Range: PHL403 to PHL403 Charge Threshold: 0.00

Statements Printed:	1
Deposits:	1,700.00
Adjustments:	0.00
Developer Interest:	0.00
Expenditures:	1,403.50
Encumbrances:	0.00



TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782*



September 12, 2011

Clearwire US LLC
4400 Carillon Point
Kirkland, WA 98033

Dear Sir/Madam:

Enclosed is a copy of Resolution 2011-151 adopted by Willingboro Township Council meeting of August 23, 2011, Releasing Escrow Funds for the Clearwire US LCC application for 161 Edge Lane, Block 833, Lot 80.

Sincerely,

Sarah Wooding
Acting Township Clerk

Encl.
/vc

cc: Barbara Lightfoot-Acting Finance Director
Wendell Bibbs, Township Engineer

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO RELEASING
ESCROW FUNDS FOR THE METRO PCS PENNSYLVANIA, LLC
25 HOLYOKE LANE, BLOCK 617 LOT 8**

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. has been advised of the request for a release of escrow funds from the Metro PCS application for 25 Holyoke Lane, Block 617, Lot 8; and


WHEREAS, the Township's Engineer has 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 that the Township of Willingboro release the Escrow since all outstanding invoices have been satisfied.

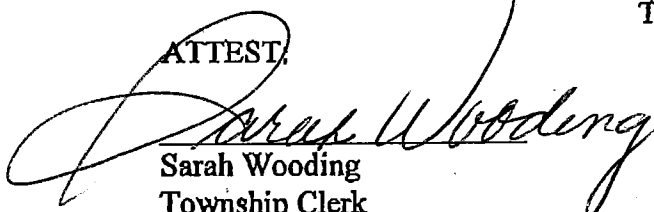
WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Escrow funds from the Metro PCS application for 25 Holyoke Lane, in accordance with the Township Engineer's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of August, 2011; that the Escrow funds for Metro PCS Pennsylvania, LLC application 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, and Metro PCS Pennsylvania, LLC for their information and attention.



Eddie Campbell, Jr., Mayor
Township of Willingboro

ATTEST

Sarah Wooding
Township Clerk



TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782*

August 30, 2011

Metro PCS Pennsylvania, LLC
510 Virginia Avenue
Ft. Washington Drive, PA 19034
Attn: Mr. Lee Peart

Dear Mr. Peart:

Enclosed, please find a signed copy of Resolution 2011-152 which was adopted at the August 23, 2011 Willingboro Township Council Meeting.

Sincerely,

Sarah Woodling
Township Clerk
(609) 877-2200 Ext. 1028

/saw
Encl.

cc: Mr. Wendell Bibbs

file

MA:1 came back to WBoic
9-8-11 - Spoke to Kathy from
Remington-Vernick - Advised me
to sent to attorney + Sarah
Agreed - Stark + Stark

993 Lenox Dr.

Lawrenceville, NJ 08648

Attn: Eric S. Goldberg,
Esq.

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG E. 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
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Dorham, NC 27702
(360) 266-0712
(360) 214-0598 (fax)

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

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

June 28, 2011

Ms. Cerise Meisel, Acting Deputy Township Clerk
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

Re: **Escrow Release for Metro PCS Pennsylvania, LLC**
25 Holyoke Lane - Block 617, Lot 8
Our Project #0338P067

Dear Ms. Meisel:

We have been advised of the request for a release of escrow funds from the Metro PCS application for 25 Holyoke Lane, block 617, lot 8. Currently there are no outstanding invoices, nor is any work being performed at this site.

Our office takes no exception to the release of any remaining escrow balance since all outstanding invoices have been satisfied.

Should you have any questions or require additional information, please do not hesitate to contact me at (856) 795-9595 extension 1001 or via email at cheryl.acerbo@rve.com.

Thank you for your time and attention to this matter.

Sincerely,
Remington, Vernick & Arango Engineers, Inc.

Cheryl Acerbo
Accounts Receivable Administrator

Enclosure(s)
Cc: Rick Arango
Wendell Bibbs

STARK & STARK
A PROFESSIONAL CORPORATION

ERIC S. GOLDBERG
DIRECT DIAL NUMBER
609-791-7010 7013
E-MAIL
egoldberg@stark-stark.com

ATTORNEYS AT LAW

OFFICE: 993 LENOX DRIVE LAWRENCEVILLE, NJ 08648-2389

MAILING: PO BOX 5315 PRINCETON, NJ 08543-5315

609-896-9060 (PHONE) 609-896-0629 (FAX)

WWW.STARK-STARK.COM

JUN 09 2011

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

June 8, 2011

Ms. Cerise Meisle
Willingboro Township
1 Salem Road - Municipal Complex
Willingboro, New Jersey 08046

**RE: MetroPCS Pennsylvania, LLC / Site#PHO224A
Block 617, Lot 8 a/k/a 25 Holyoke Lane**

Dear Ms. Meisle:

It is my understanding that there remains an escrow balance in the above-referenced matter that contains over \$800.00. This is to advise you that it is my understanding that all of the construction work for this matter has been completed and inspected and it is therefore respectfully requested that the balance be refunded to the following address: Attention: Mr. Lee Peart, Metro PCS, 510 Virginia Avenue, Fort Washington, PA 19034.

Please do not hesitate to contact me with any questions. Thank you for your assistance.

Very truly yours,

STARK & STARK
A Professional Corporation

By: 

ERIC S. GOLDBERG

ESG/vjv
c: Mr. Lee Peart

G:\docs\Bus\clients\MetroPCS Pennsylvania, LLC\Willingboro Water Tank (Burlington County) - Site #PHO224A\CORRESPONDENCE\Meisle Ltr
060811.wpd

Project Id: METROPCS
Category Id: MISC

Project Name: MetroPCS Pennsylvania, LLC

Statement Date Range: 08/01/01 to 08/18/11
Project Status: Active

METRO PCS PENNSYLVANIA, LLC
510 VIRGINIA AVE
FT. WASHINGTON DRIVE PA 19034

Attn: Mr. Lee Pearl

Block: 617
Lot: 8
Qual:

COPY

Mail to: ↑

Per - Mr. Eric Goldberg
8-30-11 1:00 PM VL

Date	Type	Description	Amount	Balance
		Opening Balance:		0.00
2/21/07	Deposit	INITIAL ESCROW	250.00	250.00
9/24/08	Deposit	ADDITIONAL ESCROW	2,964.25	3,214.25
10/31/08	Expenditure PO 08-03268	9/26/08 PROFESSIONAL SERVICES Pd	1,092.25-	2,122.00
2/31/08	Expenditure PO 08-03826	3/16/08 TO 04/15/08 REVIEW Pd	1,181.25-	940.75
8/31/09	Expenditure PO 09-02327	6/16-7/15/09 METRO PCS PENNSYL Pd	140.00-	800.75

Total Transactions:

Opening Balance:	0.00
Deposits:	3,214.25
Adjustments:	0.00
Developer Interest:	0.00
Expenditures:	2,413.50

Unencumbered Balance:	800.75
Encumbrances:	0.00

Closing Balance:	800.75

* Denotes Transaction that is not included in Balance. The Transaction was previously incurred and billed.

Total Page

Statement Date Range: 08/01/01 to 08/18/11
Project Status: Active

Sequence: Project Id Range: METROPCS to METROPCS Charge Threshold: 0.00

Statements Printed: 1
Deposits: 3,214.25
Adjustments: 0.00
Developer Interest: 0.00
Expenditures: 2,413.50
Encumbrances: 0.00

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO RELEASING
ESCROW FUNDS FOR THE METRO PCS PENNSYLVANIA, LLC
25 HOLYOKE LANE, BLOCK 617 LOT 8**

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. has been advised of the request for a release of escrow funds from the Metro PCS application for 25 Holyoke Lane, Block 617, Lot 8; and


WHEREAS, the Township's Engineer has 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 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 Metro PCS application for 25 Holyoke Lane, in accordance with the Township Engineer's recommendations.

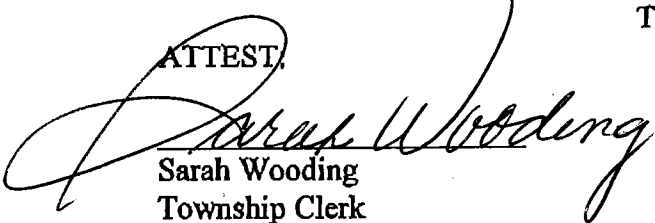
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BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, and Metro PCS Pennsylvania, LLC for their information and attention.



Eddie Campbell, Jr., Mayor
Township of Willingboro

ATTEST.


Sarah Wooding
Township Clerk

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (Resigned 2009)
Edward J. Walberg, PE, PP, CME
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(302) 381-0708 (fax)

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June 28, 2011

Ms. Cerise Meisel, Acting Deputy Township Clerk
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

Re: **Escrow Release for Metro PCS Pennsylvania, LLC**
25 Holyoke Lane - Block 617, Lot 8
Our Project #0338P067

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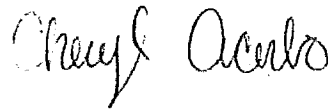
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Should you have any questions or require additional information, please do not hesitate to contact me at (856) 795-9595 extension 1001 or via email at cheryl.acerbo@rve.com.

Thank you for your time and attention to this matter.

Sincerely,
Remington, Vernick & Arango Engineers, Inc.



Cheryl Acerbo
Accounts Receivable Administrator

Enclosure(s)
Cc: Rick Arango
Wendell Bibbs

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(856) 795-1892 (fax)

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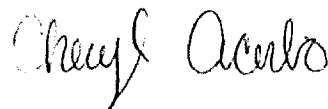
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Remington, Vernick & Arango Engineers, Inc.



Cheryl Acerbo
Accounts Receivable Administrator

Enclosure(s)
Cc: Rick Arango
Wendell Bibbs

STARK & STARK
A PROFESSIONAL CORPORATION

ERIC S. GOLDBERG
DIRECT DIAL NUMBER
609-791-7010
E-MAIL 7013
egoldberg@stark-stark.com

ATTORNEYS AT LAW

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MAILING: PO BOX 5315 PRINCETON, NJ 08543-5315

609-896-9060 (PHONE) 609-896-0629 (FAX)

WWW.STARK-STARK.COM

JUN 09 2011

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NJ 08046

June 8, 2011

Ms. Cerise Meisle
Willingboro Township
1 Salem Road - Municipal Complex
Willingboro, New Jersey 08046

**RE: MetroPCS Pennsylvania, LLC / Site#PHO224A
Block 617, Lot 8 a/k/a 25 Holyoke Lane**

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Please do not hesitate to contact me with any questions. Thank you for your assistance.

Very truly yours,

STARK & STARK
A Professional Corporation

By: 
ERIC S. GOLDBERG

ESG/vjv
c: Mr. Lee Peart

Project Id: METROPCS
Category Id: MISC

Project Name: MetroPCS Pennsylvania, LLC

Statement Date Range: 08/01/01 to 08/18/11
Project Status: Active

METRO PCS PENNSYLVANIA, LLC
510 VIRGINIA AVE
FT. WASHINGTON DRIVE PA 19034

Attn: Mr. Lee Peart

Block: 617
Lot: 8
Qual:

QC COPY

Date	Type	Description	Amount	Balance
		Opening Balance:		0.00
12/21/07	Deposit	Meth: INITIAL ESCROW	250.00	250.00
09/24/08	Deposit	Meth: ADDITIONAL ESCROW	2,964.25	3,214.25
10/31/08	Expenditure	PO 08-03268 2 9/26/08 PROFESSIONAL SERVICES Pd	1,092.25-	2,122.00
12/31/08	Expenditure	PO 08-03826 22 3/16/08 TO 04/15/08 REVIEW Pd	1,181.25-	940.75
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<hr/>	
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Encumbrances:	0.00
<hr/>	
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* Denotes Transaction that is not included in Balance. The Transaction was previously incurred and billed.

Total Page

Statement Date Range: 08/01/01 to 08/18/11
Project Status: Active

Sequence: Project Id Range: METROPCS to METROPCS Charge Threshold: 0.00

Statements Printed: 1
Deposits: 3,214.25
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