

RESOLUTIONS

2011

180 THROUGH 2011

CC. 10/25/11

RESOLUTION NO. 2011--180

**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

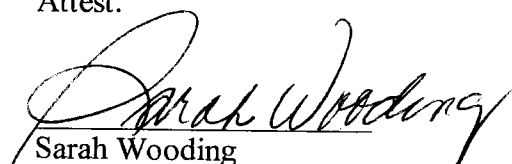
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of October, 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 their information, attention and compliance.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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

00.1

RESOLUTION 2011---181

RESOLUTION AUTHORIZING A CHANGE ORDER #1 FOR CHARLES VAN SCIVER PARKWAY ROAD IMPROVEMENT

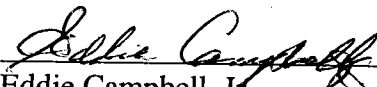
WHEREAS, the Township of Willingboro voted on July 18, 2011 to award bid to Asphalt Paving Systems, Inc. P.O. Box 530, Hammonton, New Jersey in the amount of \$521,992.55 base bid (for required items 1-31 and \$144,417.10 (items 1A—31A) for additional alternate bid as per Resolution 2011---153; and

WHEREAS, the Engineer has submitted Change Order #1 (copy attached) which represents a Final adjustment increase of \$51,205.00; and

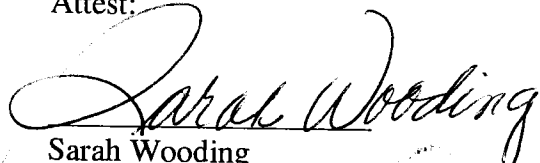
WHEREAS, the rules of the Local Finance Board required such change order to be approved by prior resolution of the township Council.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th of October, 2011, as follows:

1. Change Order #1 Final as above adjusts the contract from \$666,409.65 to \$717,614.65
2. Copies of this resolution shall be forwarded to the finance Director, Engineer and Auditor for their information.


 Eddie Campbell, Jr.
 Mayor

Attest:


 Sarah Wooding
 Township Clerk

| | Recorded Votes | 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

October 31, 2011

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

Resolution #2011-181

Dear Mr. Bibbs:

Enclosed is a copy of Resolution #2011-181 adopted by Willingboro Township Council at their meeting of October 25, 2011 a Change Order #1 for Charles Van Sciver Parkway Road Improvements .

Sincerely,

Sarah Wooding
Acting Township Clerk

/vc

Encl.

cc: Barbara Lightfoot, Finance Director

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: 10/25/11
Resolution Number: 2011-181

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

Contract: C1-00007 ASPHALT PAVING VANSCIVER PKWY

| Account Number | Amount | Department Description |
|---------------------|------------|---------------------------|
| C-04-55-901-004-926 | 795.55 | 2001 GENERAL CAPITAL FUND |
| C-04-55-907-000-912 | 78.00 | GENERAL CAPITAL 2007 |
| C-04-55-909-000-010 | 191,228.85 | 2009 CAPITAL BUDGET |
| C-04-55-996-004-903 | 3,519.70 | General Capital 1996 |
| Total | 195,622.10 | |

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

Barbara Lightfoot
Acting Chief Financial Officer

Page 2
Township of Willingboro
October 6, 2011

If you have any questions or require any further information, please do not hesitate to contact our Cinnaminson office.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.



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

KWB/HS/kn

Enclosures:

cc: Joann Diggs, Township Manager w/ enclosures
Mayor & Council c/o Sarah Wooding, Clerk w/ enclosures
Michael Armstrong, Solicitor, w/ enclosures
Ray Longmore, RV&A
Hasson Shipman, RV&A



REMINGTON & VERNICK ENGINEERS
ESTIMATE

PROJECT NAME:
CHARLES VAN SCIVER PARKWAY ROAD IMPROVEMENTS

PROJECT NUMBER:
0338-T-099

CLIENT:
TOWNSHIP OF WILLINGBORO

6-Oct-11

Change Order No. 1

| # | DESCRIPTION | UNITS | ESTIMATED SUPPL QUANTITY | UNIT PRICE | ESTIMATED AMOUNT |
|-----|--|-------|-----------------------------|------------|---------------------|
| 4E | TRAFFIC CONE, IF & WHERE DIRECTED | UN | 50 | \$20.00 | \$1,000.00 |
| 5E | CONSTRUCTION SIGNS, IF & WHERE DIRECTED | SF | 100 | \$20.00 | \$2,000.00 |
| 7E | MAXIMUM ALLOCATION FOR TRAFFIC DIRECTOR, FLAGGER | HOUR | 80 | \$54.10 | \$4,328.00 |
| 13E | HMA MILLING, 3" OR LESS | SY | 2250 | \$5.00 | \$11,250.00 |
| 17E | TACK COAT | GAL | 338 | \$0.01 | \$3.38 |
| 18E | HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2.5" THICK | TON | 332 | \$78.80 | \$26,161.60 |
| 23E | TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" WIDE | LF | 985 | \$0.33 | \$325.05 |
| 25E | TRAFFIC MARKINGS, SYMBOLS, LONG-LIFE, HOT APPLIED THERMOPLASTIC | SF | 40 | \$6.35 | \$254.00 |
| 26E | TRAFFIC MARKINGS, HOT APPLIED THERMOPLASTIC | SF | 80 | \$2.25 | \$180.00 |
| 28E | LOOP DETECTOR | LF | 300 | \$19.00 | \$5,700.00 |

TOTAL ESTIMATED COST:

\$51,202.03

**RESOLUTION --2011-182
OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON
STATE OF NEW JERSEY
ADOPTING THE 'AFFIRMATIVE MARKETING PLAN'
FOR THE TOWNSHIP OF WILLINGBORO**

WHEREAS, in accordance with the regulations of the Department of Community Affairs ("DCA") pursuant to N.J.A.C. 5:97-1, *et seq.*, and the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26-1, *et seq.*, the Township of Willingboro is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by the rehabilitation of rental housing units within the Township of Willingboro, are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 5, the Housing Region encompassing the Township of Willingboro.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Township of Willingboro shall be marketed in accordance with the provisions herein unless otherwise provided in the DCA's Rules at N.J.A.C. 5:97-1, et seq.
- B. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low and moderate income units, including those that are part of the Township's current Housing Element and Fair Share Plan (hereinafter "Fair Share Plan") and those that may be constructed in future developments not yet anticipated by the Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units.
- C. The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract to the Township of Willingboro. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s).
- D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township of Willingboro, shall undertake all of the following strategies:

1. Publication of one advertisement in a newspaper of general circulation within the housing region.
 2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
 3. At least one additional regional marketing strategy using one of the other sources listed below.
- E. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the DCA Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Township of Willingboro is located in DCA Housing Region 5, consisting of Burlington, Camden, and Gloucester Counties.
- F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
1. All newspaper articles, announcements and requests for applications for low and moderate income units shall appear in the Courier Post and the Burlington County Times.
 2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers once a week for four consecutive weeks. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.
 3. The advertisement shall include a description of the:
 - a. Location of the units;
 - b. Directions to the units;
 - c. Range of prices for the units;
 - d. Size, as measured in bedrooms, of units;

- e. Maximum income permitted to qualify for the units;
 - f. Location of applications;
 - g. Business hours when interested households may obtain an application; and
 - h. Application fees.
4. Newspaper articles, announcements and information on where to request applications for low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily in Burlington County and the other two of which shall be circulated primarily outside of Burlington County but within the housing region.
 5. The following regional cable television stations or regional radio stations shall be used during the first month of advertising. The developer must provide satisfactory proof of public dissemination:
 - a. WYSP 94.1
 - b. Comcast of Burlington County
 - c. 52 WNJT- New Jersey Public Broadcasting Authority
- G. Applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
1. Willingboro Township Municipal Building
 2. Willingboro Township Web Site
 3. Developer's Sales/Rental Offices
 4. Burlington County Administration Building
 5. Gloucester County Administration Building
 6. Camden County Administration Building
 7. Burlington County Library (all branches).
 9. Gloucester County Library (all branches)
 10. Camden County Library (all branches)

Applications shall be mailed by the Administrative Agent and Municipal Housing Liaison to prospective applicants upon request. Also, applications shall be available at

the developer's sales/rental office and shall be mailed to prospective applicants upon request.

H. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Burlington, Camden and Gloucester Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers identified in Attachment A, Part III, Marketing, Section 3d of COAH's *Affirmative Fair Housing Marketing Plan for Affordable Housing in Region 5* (attached to and hereby made part of this Resolution).

1. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

Burlington County Board of Realtors
Gloucester County Board of Realtors
Camden County Board of Realtors

2. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies within the counties of Gloucester, Burlington and Camden:

Welfare or Social Service Board (via the Director)
Rental Assistance Office (local office of DCA)
Office on Aging
Housing Authority (municipal or county)
Community Action Agencies
Community Development Departments

3. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all of the major employers within the region, as listed on Attachment A, Part III, Marketing, Section 3d.

I. The following is a listing of community contact person(s) and/or organizations in Camden, Gloucester, and Burlington Counties that will aid in the affirmative marketing program and provide guidance and counseling services to prospective occupants of low and moderate income units:

1. Burlington County Community Action Program, 718 Route 130 South, Burlington, N.J. 08016.
2. Burlington County Board of Social Services, 795 Woodlane Road, Mount Holly, NJ 08060.
3. Consumer Credit Counseling Service of Delaware Valley, One Cherry Hill Dr. - Suite 615, Cherry Hill, N.J. 08002.
4. Willingboro Township Municipal Housing Liaison and Administrative Agent.

- J. A random selection method to select occupants of low and moderate income housing will be used by the Administrative Agent, in conformance with N.J.A.C. 5:80-26.16 (l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 5, which is comprised of Camden, Burlington and Gloucester Counties.

- J. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26-1, et seq.

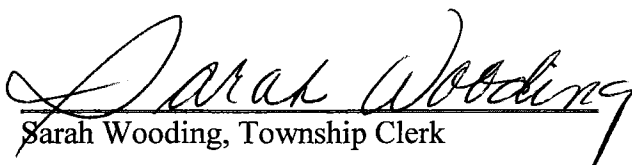
- K. The Administrative Agent shall provide or direct qualified low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.


- L. All developers/owners of low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.

- M. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all low income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary.

- N. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq.

I hereby certify that this is a true copy of a resolution duly adopted by the Township Council of the Township of Willingboro at a Township Council meeting held on October 25, 2011, 2011.


 Sarah Wooding, Township Clerk


 Eddie Campbell, Jr.
 Mayor

Resolution No. 2011-183

**A RESOLUTION AUTHORIZING ACCESS TO REDHAWK
ENVIRONMENTAL CONSULTING, LTD.
FOR THE INSTALLATION OF GROUND WATER MONITORING WELLS IN
FRONT OF 24 AND 30 PARSON LANE, WILLINGBORO, NJ**

WHEREAS, RedHawk Environmental Consulting, Ltd (hereinafter RedHawk) has been assigned by Cumberland Insurance Group (hereinafter, CIG) to conduct investigation and oversee remediation related to a fuel oil release from underground storage tanks (UST) formerly used at 30 Parson Lane; and

WHEREAS, the New Jersey Department of Environmental Protection (hereinafter, NJDEP) has directed that such oil releases from USTs be properly investigated and remediated; and

WHEREAS, RedHawk has sought the Township's authorization to enter and access Township Property to install permitted two groundwater monitoring wells and/or probe holes in Parson Lane in front of the properties located at 24 Parson Lane and 30 Parson Lane to collect and monitor ground water samples at that location; and

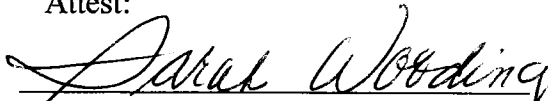
WHEREAS, RedHawk has represented to the Township Council by its Access Request letter of October 19, 2011 the following: it will obtain all required and necessary state permits and subsurface utility markouts; the ground water monitoring well will be installed and be finished flush with the existing ground surface, by a New Jersey licensed well driller; and


WHEREAS, all proposed work will be conducted in accordance with the Access Request letter between the Township and RedHawk, at no cost to the Township and the Township will assume no liability based on the results of the monitoring well samples.

WHEREAS, the Township Council, in consultation with the Township Engineer, has reviewed and approved the application for the access to Parson Lane in front of 30 Parson Lane and 24 Parson Lane for this limited purpose.

NOW THEREFORE BE IT RESOLVED THAT, in open public session on this 25th day of October, 2011, the Township Council of the Township of Willingboro hereby authorizes the Mayor to execute the Request for Access Letter, subject to the legal review of the Solicitor, and provided that a copy of this resolution shall be provided to RedHawk Environmental for its information and attention.

Attest:


Sarah Wooding, Acting Township Clerk


Eddie Campbell, Jr., Mayor



RedHawk

ENVIRONMENTAL

October 19, 2011

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

Re: Request for Access to Parson Lane in front of the properties located at 24 and 30 Parson Lane, Willingboro, NJ

Dear Sir/Madam,

RedHawk Environmental Consulting, Ltd. (RedHawk) and/or its agents, has been assigned by Cumberland Insurance Group (CIG) to conduct investigation and oversee remediation activities related to a fuel oil release from the heating oil underground storage tank (UST) formerly used at the property located at 30 Parson Lane, Willingboro, NJ.

The New Jersey Department of Environmental Protection (NJDEP) requires that releases from USTs be properly investigated and remediated. To complete this investigation and associated activities, it is necessary to install permitted wells and/or probe holes in Parson Lane in front of the properties located at 24 and 30 Parson Lane, Willingboro, NJ for the purpose of obtaining groundwater and/or soil samples, as well as periodic groundwater monitoring and/or sampling activities related to the investigation/remediation of the fuel oil release from the UST formerly used at the property located at 30 Parson Lane. It is our understanding that Parson Lane is a Township Road, and this letter is submitted to facilitate access to Parson Lane for the installation of permitted monitoring wells and/or probe holes, and subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from the UST formerly used at the property at 30 Parson Lane.

The monitoring wells will be installed using either a truck-mounted drill rig, or a smaller track-mounted Geoprobe® unit, and be finished flush with the existing ground surface. All drill cuttings, and development water will be containerized and removed from your property on the same day that the wells are installed. Public utility markout 1-calls are required and will be made prior to the work.

The work areas will be restored as closely as possible to the condition in which they existed prior to RedHawk's entry onto them. As stated above, the permitted wells will be finished with a concrete pad flush with the ground surface, and 2-inch diameter probe holes will be filled and graded even with ground surface. The areas surrounding the work will be raked smooth and/or left broom clean.

Willingboro Township

Request for Access to Parson Lane in front of the properties located at 24 and 30 Parson Lane, Willingboro, NJ

October 19, 2011

RedHawk shall be responsible for obtaining any and all permits and/or governmental approvals required for the subject testing, (if any) and all work shall be done in accordance with all applicable laws and/or regulations.

Upon receipt of the signed access agreement, we will contact you with the date for the well installations. Further, we will periodically need to access the wells for various (non-intrusive activities [i.e., well gauging and/or sampling]), which will require subsequent visits to your property. We will notify you in advance of these subsequent visits to your property.

The above investigation work, including eventual decommissioning of any monitoring wells, is being (will be) completed by CIG under the Richardson's prior homeowners insurance policy with it for the property at 30 Parson Lane, Willingboro, NJ, at no cost to you.

At this time we anticipate that 2 wells will be installed in Parson Lane (one in front of the property at 24 Parson lane and one in front of the property at 30 Parson Lane), and that the wells can be installed in 1 day. However, as stated previously, subsequent visits will be required, and will be handled in a similar manner, including advance notice. A road opening permit has been obtained for the installation of one well (attached), and a road opening permit application for the second well was submitted to Willingboro Township.

As part of this access request/agreement, RedHawk agrees to abide by the following terms and conditions requested by Willingboro Township.

1. RedHawk agrees to use the traffic controls required by the Township in the construction of the ground water monitoring wells to ensure public safety.
2. To the fullest extent permitted by law RedHawk, their agents, assigns, contractors and/or consultants shall indemnify and hold harmless the Township, its consultants, agents, representatives and employees from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the access and construction of the groundwater monitoring wells, wherever located on Township property, provided that such claim, damage, loss, cost or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the ground water monitoring well itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of RedHawk and/or its contractor, consultant or anyone directly or indirectly employed or retained by the RedHawk or anyone for whose acts RedHawk may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified

hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. RedHawk shall further indemnify and hold harmless the Township, Township's consultants, agents, representative and employees from and against any and all claims damages, losses, costs, and expenses, including but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claim, damage, loss, cost 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) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Township, its consultants, agents, representatives, or employees and arises out of the construction of these ground water monitoring wells, or the work performed on these ground water monitoring wells and provided such claim, damage, loss, cost or expense is not caused by the sole negligence of a party indemnified hereunder.

3. The groundwater monitoring wells, identified as Mw-3 and MW-6 upon the site plan attached hereto, shall be installed in accordance with the site plans provided by RedHawk and approved by the Township Council and the Township Engineer.
4. RedHawk and/or its contractors, consultants, agents or employees will obtain any and all required and necessary state permits and subsurface utility markouts, the ground water monitoring wells shall be installed by a New Jersey licensed well driller to an approximate depth of up to 12 feet below the existing surface grade. The ground water monitoring wells shall be installed in accordance with the industry standard materials for such monitoring wells of the depth and size, required, sealed with a metal casting hatch and locked when not in use.
5. When the ground water monitoring wells are no longer necessary for the environmental investigation, as required by the New Jersey Department of Environmental Protection, RedHawk shall remove the well from the Township property and return the property to pre-existing conditions to the greatest extent possible.
6. This agreement will be construed in accordance with the laws of the State of New Jersey. The venue of any court proceedings regarding this Agreement shall be set in Superior Court of the State of New Jersey, Burlington County.

Willingboro Township

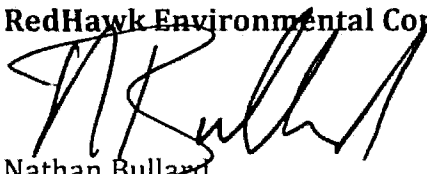
Request for Access to Parson Lane in front of the properties located at 24 and 30 Parson Lane, Willingboro, NJ

October 19, 2011

Please provide us with your acceptance by signing below and returning a copy of this letter to RedHawk. We will accept this letter, when so executed, as an "Access Agreement" for the work described above and only for access by RedHawk employees and/or its agents and subcontractors. Please contact me at (215) 436-7043 if you have any questions. Thank you in advance for your anticipated cooperation.

Sincerely,

RedHawk Environmental Consulting, Ltd.



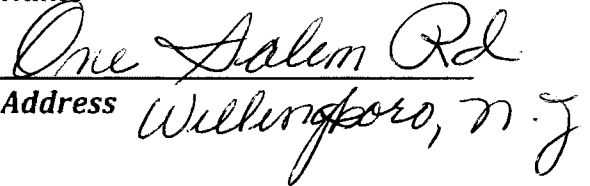
Nathan Bullard
Vice President

cc: Annie Robichaud; RedHawk

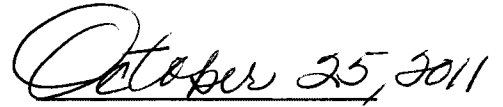
Accepted By:



Name



Address



Date



Phone # for Contact Purposes



RedHawk

ENVIRONMENTAL

October 19, 2011

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

Re: Request for Access to Parson Lane in front of the properties located at 24 and 30 Parson Lane, Willingboro, NJ

Dear Sir/Madam,

RedHawk Environmental Consulting, Ltd. (RedHawk) and/or its agents, has been assigned by Cumberland Insurance Group (CIG) to conduct investigation and oversee remediation activities related to a fuel oil release from the heating oil underground storage tank (UST) formerly used at the property located at 30 Parson Lane, Willingboro, NJ.

The New Jersey Department of Environmental Protection (NJDEP) requires that releases from USTs be properly investigated and remediated. To complete this investigation and associated activities, it is necessary to install permitted wells and/or probe holes in Parson Lane in front of the properties located at 24 and 30 Parson Lane, Willingboro, NJ for the purpose of obtaining groundwater and/or soil samples, as well as periodic groundwater monitoring and/or sampling activities related to the investigation/remediation of the fuel oil release from the UST formerly used at the property located at 30 Parson Lane. It is our understanding that Parson Lane is a Township Road, and this letter is submitted to facilitate access to Parson Lane for the installation of permitted monitoring wells and/or probe holes, and subsequent groundwater monitoring activities related to the investigation/remediation of the fuel oil release from the UST formerly used at the property at 30 Parson Lane.

The monitoring wells will be installed using either a truck-mounted drill rig, or a smaller track-mounted Geoprobe® unit, and be finished flush with the existing ground surface. All drill cuttings, and development water will be containerized and removed from your property on the same day that the wells are installed. Public utility markout 1-calls are required and will be made prior to the work.

The work areas will be restored as closely as possible to the condition in which they existed prior to RedHawk's entry onto them. As stated above, the permitted wells will be finished with a concrete pad flush with the ground surface, and 2-inch diameter probe holes will be filled and graded even with ground surface. The areas surrounding the work will be raked smooth and/or left broom clean.

October 19, 2011

RedHawk shall be responsible for obtaining any and all permits and/or governmental approvals required for the subject testing, (if any) and all work shall be done in accordance with all applicable laws and/or regulations.

Upon receipt of the signed access agreement, we will contact you with the date for the well installations. Further, we will periodically need to access the wells for various (non-intrusive activities [i.e., well gauging and/or sampling]), which will require subsequent visits to your property. We will notify you in advance of these subsequent visits to your property.

The above investigation work, including eventual decommissioning of any monitoring wells, is being (will be) completed by CIG under the Richardson's prior homeowners insurance policy with it for the property at 30 Parson Lane, Willingboro, NJ, at no cost to you.

At this time we anticipate that 2 wells will be installed in Parson Lane (one in front of the property at 24 Parson lane and one in front of the property at 30 Parson Lane), and that the wells can be installed in 1 day. However, as stated previously, subsequent visits will be required, and will be handled in a similar manner, including advance notice. A road opening permit has been obtained for the installation of one well (attached), and a road opening permit application for the second well was submitted to Willingboro Township.

As part of this access request/agreement, RedHawk agrees to abide by the following terms and conditions requested by Willingboro Township.

1. RedHawk agrees to use the traffic controls required by the Township in the construction of the ground water monitoring wells to ensure public safety.
2. To the fullest extent permitted by law RedHawk, their agents, assigns, contractors and/or consultants shall indemnify and hold harmless the Township, its consultants, agents, representatives and employees from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the access and construction of the groundwater monitoring wells, wherever located on Township property, provided that such claim, damage, loss, cost or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the ground water monitoring well itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of RedHawk and/or its contractor, consultant or anyone directly or indirectly employed or retained by the RedHawk or anyone for whose acts RedHawk may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified

hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. RedHawk shall further indemnify and hold harmless the Township, Township's consultants, agents, representative and employees from and against any and all claims damages, losses, costs, and expenses, including but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claim, damage, loss, cost 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) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Township, its consultants, agents, representatives, or employees and arises out of the construction of these ground water monitoring wells, or the work performed on these ground water monitoring wells and provided such claim, damage, loss, cost or expense is not caused by the sole negligence of a party indemnified hereunder.

3. The groundwater monitoring wells, identified as Mw-3 and MW-6 upon the site plan attached hereto, shall be installed in accordance with the site plans provided by RedHawk and approved by the Township Council and the Township Engineer.
4. RedHawk and/or its contractors, consultants, agents or employees will obtain any and all required and necessary state permits and subsurface utility markouts, the ground water monitoring wells shall be installed by a New Jersey licensed well driller to an approximate depth of up to 12 feet below the existing surface grade. The ground water monitoring wells shall be installed in accordance with the industry standard materials for such monitoring wells of the depth and size, required, sealed with a metal casting hatch and locked when not in use.
5. When the ground water monitoring wells are no longer necessary for the environmental investigation, as required by the New Jersey Department of Environmental Protection, RedHawk shall remove the well from the Township property and return the property to pre-existing conditions to the greatest extent possible.
6. This agreement will be construed in accordance with the laws of the State of New Jersey. The venue of any court proceedings regarding this Agreement shall be set in Superior Court of the State of New Jersey, Burlington County.

Page 4 of 2

Willingboro Township

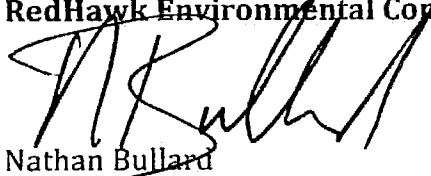
Request for Access to Parson Lane in front of the properties located at 24 and 30 Parson Lane, Willingboro, NJ

October 19, 2011

Please provide us with your acceptance by signing below and returning a copy of this letter to RedHawk. We will accept this letter, when so executed, as an "Access Agreement" for the work described above and only for access by RedHawk employees and/or its agents and subcontractors. Please contact me at (215) 436-7043 if you have any questions. Thank you in advance for your anticipated cooperation.

Sincerely,

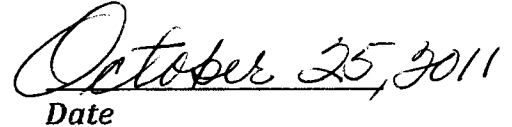
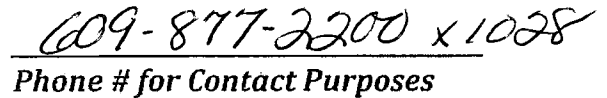
RedHawk Environmental Consulting, Ltd.



Nathan Bullard
Vice President

cc: Annie Robichaud; RedHawk

Accepted By:


Name
Address
Date
Phone # for Contact Purposes



TOWNSHIP OF WILLINGBORO

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

Certified Copy

October 31, 2011

Nathan Bullard, Vice President
Red Hawk Environmental Consulting, Ltd.
P. O. Box 245
242 Blueberry Ledge Lane
Bridgewater Corners, VT 05035

Resolution #2011-183

Dear Mr. Bullard:

Enclosed is a copy of Resolution #2011-183 adopted by Willingboro Township Council at their meeting October 25, 2011 Authorizing Access to Redhawk Environmental Consulting, LTD for the installation of ground water Monitoring Well in front of 24 and 30 Parson Lane, Willingboro, NJ.

Sincerely,

Sarah Wooding /vc

Sarah Wooding
Acting Township Clerk

/vc
Encl.

cc: Barbara Lightfoot, Finance Director
Rich Brevogel, Public Work Director
Duane Wallace, Inspections Director
Linda Berger, Purchasing Director

cc 6-11-11

RESOLUTION NO. 2011 - 184

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING THE
BID FOR THE CONCRETE SIDEWALK, DRIVEWAY APRON AND CURB
REPAIRS**

WHEREAS, the Township of Willingboro publicly advertised Specifications for Proposal, and Contract Documents for the Concrete Sidewalk, Driveway Apron, and Curb repairs on August 9, 2011.

WHEREAS, the Township received and opened the bids on September 7, 2011.

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

WHEREAS, the Township received only one bid from Curb Con, Inc., 514 North Main Street, Barnegat, New Jersey 08005.

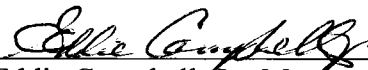
WHEREAS, the fundings for these repairs will be made through the Department of Public Works Streets and Roads Capital Budget, and the amount of the bid award is not to exceed \$100,000.00; and

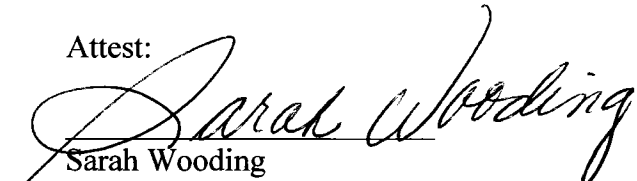
WHEREAS, the Township Council has upon its consideration and review determined to accept the bid of that Curb Con, Inc., 514 North Main Street, Barnegat, New Jersey 08005.

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 25th day of October, 2011, hereby accepts the bid of Curb Con, Inc., and

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


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 | ✓ | | | |

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: 10/25/11
Resolution Number: 2011-184

Vendor: CURBCON CURB CON, INC.
514 ROUTE 9
BARNEGAT
BARNEGAT, NJ 08005

Contract: C1-00012 CURBCON- SIDEWALK REPAIRS

| Account Number | Amount | Department Description |
|---------------------|------------|------------------------|
| C-04-55-909-000-010 | 100,000.00 | 2009 CAPITAL BUDGET |
| Total | 100,000.00 | |

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

Burtan Lightfoot
ACTING Chief Financial Officer



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

November 29, 2011

Curb Con, Inc.
514 North Main Street
Barnegat, NJ 08005

Correct Address

resent

Resolution #2011-184

Dear Sir/Madam:

Enclosed is a copy of Resolution #2011-184 adopted by Willingboro Township Council at their meeting October 25, 2011 awarding Curb Con, Inc. for Concrete Sidewalk, Driveway Apron and Curb Repair.

Sincerely,

Sarah Wooding /vc

Sarah Wooding
Acting Township Clerk

/vc

Encl.

cc: Barbara Lightfoot, Finance Director



TOWNSHIP OF WILLINGBORO

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

certified

October 31, 2011

Curb Con, Inc.
514 Route 9
Barnegat, NJ 08005

Resolution #2011-184

Dear Sir/Madam:

Enclosed is a copy of Resolution #2011-184 adopted by Willingboro Township Council at their meeting
October 25, 2011 awarding Curb Con, Inc. for Concrete Sidewalk, Driveway Apron and Curb Repair.

Sincerely,

Sarah Wooding /vc

Sarah Wooding
Acting Township Clerk

/vc

Encl.

cc: Barbara Lightfoot, Finance Director

RESOLUTION NO. 2011 - 185
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 25th day of Oct., 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.

2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.

6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- X 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

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

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

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:

Dorcas Wooding
 Township Clerk

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

RESOLUTION 2011--186


AUTHORIZING AN AGREEMENT

**BETWEEN WILLINGBORO TOWNSHIP AND THE BOARD OF
CHOSEN FREEHOLDERS FOR THE ACQUISITION OF
AUTO CART CONTAINERS**

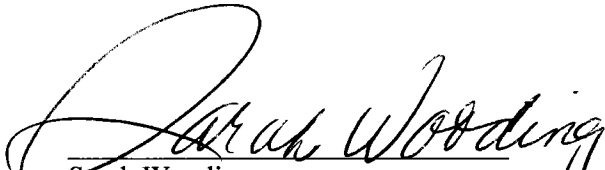
WHEREAS, the Township of Willingboro and the Board of Chosen Freeholders desire to enter into an Agreement providing for the acquisition of Auto Cart Containers (for use by residents for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of October, 2011, that the Mayor and Clerk are hereby authorized to sign the attached Agreement representing a minimum Cart Purchase Cost Commitment of \$35,000 (funds to come from Tonnage Recycling Grant).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders and the Finance Office for their information and attention.


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 | _____ | _____ | _____ | _____ |

BURLINGTON COUNTY RECYCLING PROGRAM
AGREEMENT CONCERNING THE ACQUISITION OF
AUTO CART CONTAINERS in 2011

As per B.C. No. 100-2011-001, auto cart contract (see higher up page)
COPY

Municipality: Willingboro Township

Minimum Cart Purchase Cost Commitment: \$35,000.00

This Agreement is made and entered into by and between the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") and the above-named Burlington County Municipality (hereafter, the "Municipality").

WITNESSETH:

WHEREAS, the above-named Municipality has entered into yearly agreements, called Solid Waste Service Contracts, with the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") pursuant to which the Board has agreed to provide for the collection and disposition of recyclable materials generated by the Municipality's residents; and

WHEREAS, the Board has determined to implement a "cart program" by which residents would use carts for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment because use of these carts (a) has been found to improve recycling participation and municipal recycling rates and (b) results in financial savings and other benefits to the County and municipalities; and

WHEREAS, the Board has arranged for the solicitation of bids for its purchase of auto carts for paper recyclables for and on behalf of Burlington County municipalities that are interested in implementing use of auto carts; and

WHEREAS, the Municipality has determined to make a commitment to the Board to purchase carts through the County's solicitation; now, therefore, in consideration of the mutual covenants and agreements stated herein, the Board and Municipality agree as follows:

1. The Municipality commits to the above-stated Minimum Cart Purchase Cost Commitment for purchases made in 2011. Said amount represents the minimum amount the Municipality is willing to spend to make auto cart purchases through the Board. The Municipality agrees to take whatever actions are necessary or required by law in order to secure the funding needed therefor. The municipality may amend this resolution to purchase additional carts if more carts are made available at a later date.

2. The County and Municipality shall establish a schedule for delivery of the carts ordered by the County in reliance on the Municipality's commitment. The carts will be delivered by the vendor to the location designated by the Board as approved by the Municipality. The Municipality shall be responsible for taking appropriate steps necessary for receipt of the carts. It shall take no action that hinders or delays the vendor in delivering and assembling the carts. If the Municipality's failure to properly prepare for the carts results in additional charges assessed by the vendor it shall be responsible for paying them.

3. The Municipality shall be liable to the Board for one-half of the actual total purchase cost of each cart acquired by the Board for the Municipality pursuant to this Agreement. Not later than April 30, 2012, the Municipality shall pay one-twelfth (1/12) of the total actual cost of the carts. Not later than April 30 of 2013, 2014, 2015, 2016, and 2017 the Municipality shall pay, in equal installments, the balance of the amount payable to the Board pursuant to paragraph 1.

4. Failure of the Municipality to pay the amount owed to the Board or to accept delivery of the carts ordered by the Board at the request of the Municipality shall constitute a breach of this Agreement. The Municipality agrees that it shall be liable for the full amount of the Municipality's share of the cost of the carts purchased by the Board at the Municipality's request and that if the Municipality refuses to pay said sum the Board shall have the right to file an action to recover said amount through a summary proceeding in accordance with New Jersey Court Rules.

5. Nothing herein shall make the Board liable to the Municipality for any damages or other remedy in the event that the Board fails to proceed with a solicitation for bids for auto carts or fails to award one or more contracts to

sellers of auto carts or fails to order the number of carts requested by the Municipality.

6. This Agreement shall be effective on both parties' execution hereof, the Municipality's adoption of an ordinance or resolution authorizing it and adoption of a resolution by the Board.

7. The Municipality agrees that, notwithstanding the fact that it is not required to make any payments for the carts purchased by the Board in 2011 at the Municipality's behest prior to 2012, this is an agreement that is enforceable and supported by good, sufficient and valuable consideration.

IN WITNESS WHEREOF and intending to be bound thereby, the parties have executed this Agreement by their duly authorized representatives.

MUNICIPALITY

Signature

Date: _____

Signatory's typed/printed name

Signatory's Title

Attest:

Attestant's typed/printed name

Attestant's Title

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

Paul Drayton, County Administrator

Date

cc Linda B
Marie Soper

BURLINGTON COUNTY RECYCLING PROGRAM
AGREEMENT CONCERNING THE ACQUISITION OF
AUTO CART CONTAINERS in 2011

Municipality: Willingboro Township

Minimum Cart Purchase Cost Commitment: \$35,000.00

This Agreement is made and entered into by and between the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") and the above-named Burlington County Municipality (hereafter, the "Municipality").

WITNESSETH:

WHEREAS, the above-named Municipality has entered into yearly agreements, called Solid Waste Service Contracts, with the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") pursuant to which the Board has agreed to provide for the collection and disposition of recyclable materials generated by the Municipality's residents; and

WHEREAS, the Board has determined to implement a "cart program" by which residents would use carts for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment because use of these carts (a) has been found to improve recycling participation and municipal recycling rates and (b) results in financial savings and other benefits to the County and municipalities; and

WHEREAS, the Board has arranged for the solicitation of bids for its purchase of auto carts for paper recyclables for and on behalf of Burlington County municipalities that are interested in implementing use of auto carts; and

WHEREAS, the Municipality has determined to make a commitment to the Board to purchase carts through the County's solicitation; now, therefore, in consideration of the mutual covenants and agreements stated herein, the Board and Municipality agree as follows:

1. The Municipality commits to the above-stated Minimum Cart Purchase Cost Commitment for purchases made in 2011. Said amount represents the minimum amount the Municipality is willing to spend to make auto cart purchases through the Board. The Municipality agrees to take whatever actions are necessary or required by law in order to secure the funding needed therefor. The municipality may amend this resolution to purchase additional carts if more carts are made available at a later date.

2. The County and Municipality shall establish a schedule for delivery of the carts ordered by the County in reliance on the Municipality's commitment. The carts will be delivered by the vendor to the location designated by the Board as approved by the Municipality. The Municipality shall be responsible for taking appropriate steps necessary for receipt of the carts. It shall take no action that hinders or delays the vendor in delivering and assembling the carts. If the Municipality's failure to properly prepare for the carts results in additional charges assessed by the vendor it shall be responsible for paying them.

3. The Municipality shall be liable to the Board for one-half of the actual total purchase cost of each cart acquired by the Board for the Municipality pursuant to this Agreement. Not later than April 30, 2012, the Municipality shall pay one-twelfth (1/12) of the total actual cost of the carts. Not later than April 30 of 2013, 2014, 2015, 2016, and 2017 the Municipality shall pay, in equal installments, the balance of the amount payable to the Board pursuant to paragraph 1.

4. Failure of the Municipality to pay the amount owed to the Board or to accept delivery of the carts ordered by the Board at the request of the Municipality shall constitute a breach of this Agreement. The Municipality agrees that it shall be liable for the full amount of the Municipality's share of the cost of the carts purchased by the Board at the Municipality's request and that if the Municipality refuses to pay said sum the Board shall have the right to file an action to recover said amount through a summary proceeding in accordance with New Jersey Court Rules.

5. Nothing herein shall make the Board liable to the Municipality for any damages or other remedy in the event that the Board fails to proceed with a solicitation for bids for auto carts or fails to award one or more contracts to

sellers of auto carts or fails to order the number of carts requested by the Municipality.

6. This Agreement shall be effective on both parties' execution hereof, the Municipality's adoption of an ordinance or resolution authorizing it and adoption of a resolution by the Board.

7. The Municipality agrees that, notwithstanding the fact that it is not required to make any payments for the carts purchased by the Board in 2011 at the Municipality's behest prior to 2012, this is an agreement that is enforceable and supported by good, sufficient and valuable consideration.

IN WITNESS WHEREOF and intending to be bound thereby, the parties have executed this Agreement by their duly authorized representatives.

MUNICIPALITY



Signature

Date: October 25, 2011

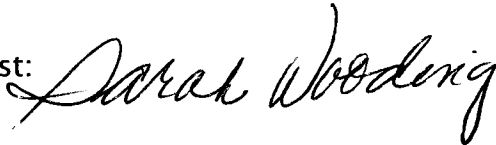
Eddie Campbell, Jr.

Mayor

Signatory's typed/printed name

Signatory's Title

Attest:



Sarah Wooding

Acting Township Clerk

Attestant's typed/printed name

Attestant's Title

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

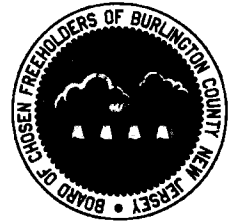


Paul Drayton, County Administrator



Date

Board of Chosen Freeholders
County of Burlington
New Jersey



Department of: Solid Waste
Director: **Jerome Sheehan**
Mailing Address:
P.O. Box 429
Columbus, NJ 08022

NOV 21 2011

Location:
Eco Complex
1200 Florence-Columbus Road
Bordentown, NJ 08505
Telephone: (609) 499-1001
Fax: (609) 499-5212

November 16, 2011

Sarah Wooding, Acting Township Clerk
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Re: Burlington County Fall 2011 Auto Cart Container Agreement

Dear Ms. Wooding:

Attached, please find a fully executed copy of the Township's Fall 2011 cart purchase agreement for your records.

Sincerely,

Ann Moore
County Recycling Coordinator





TOWNSHIP OF WILLINGBORO

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

COPI

sent certified

October 31, 2011

Paul Drayton, County Administrator
Board of Chosen Freeholders
P. O Box 6000
Mt. Holly, NJ 08060

Dear Mr. Drayton:

Enclosed please find two(2) original certified copy of Burlington County Recycling Program Agreement concerning the Acquisition of Auto Cart Container in 2011.

Also attached is a copy of Resolution #2011-186 adopted by Willingboro Township Council meeting October 25, 2011 authorizing an Agreement between Willingboro Township and The Board of Chosen Freeholders for the Acquisition of Auto Car containers.

Once you have signed off please return one(1) completed executed copy to this office.

If you have any questions do not hesitate to call.

Sincerely,

Sarah Wooding/vc

Sarah Wooding
Acting Township Clerk

Encl.
/vc

BURLINGTON COUNTY RECYCLING PROGRAM
AGREEMENT CONCERNING THE ACQUISITION OF
AUTO CART CONTAINERS in 2011

COPY

Municipality: Willingboro Township

Minimum Cart Purchase Cost Commitment: \$35,000.00

This Agreement is made and entered into by and between the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") and the above-named Burlington County Municipality (hereafter, the "Municipality").

WITNESSETH:

WHEREAS, the above-named Municipality has entered into yearly agreements, called Solid Waste Service Contracts, with the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") pursuant to which the Board has agreed to provide for the collection and disposition of recyclable materials generated by the Municipality's residents; and

WHEREAS, the Board has determined to implement a "cart program" by which residents would use carts for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment because use of these carts (a) has been found to improve recycling participation and municipal recycling rates and (b) results in financial savings and other benefits to the County and municipalities; and

WHEREAS, the Board has arranged for the solicitation of bids for its purchase of auto carts for paper recyclables for and on behalf of Burlington County municipalities that are interested in implementing use of auto carts; and

WHEREAS, the Municipality has determined to make a commitment to the Board to purchase carts through the County's solicitation; now, therefore, in consideration of the mutual covenants and agreements stated herein, the Board and Municipality agree as follows:

1. The Municipality commits to the above-stated Minimum Cart Purchase Cost Commitment for purchases made in 2011. Said amount represents the minimum amount the Municipality is willing to spend to make auto cart purchases through the Board. The Municipality agrees to take whatever actions are necessary or required by law in order to secure the funding needed therefor. The municipality may amend this resolution to purchase additional carts if more carts are made available at a later date.

2. The County and Municipality shall establish a schedule for delivery of the carts ordered by the County in reliance on the Municipality's commitment. The carts will be delivered by the vendor to the location designated by the Board as approved by the Municipality. The Municipality shall be responsible for taking appropriate steps necessary for receipt of the carts. It shall take no action that hinders or delays the vendor in delivering and assembling the carts. If the Municipality's failure to properly prepare for the carts results in additional charges assessed by the vendor it shall be responsible for paying them.

3. The Municipality shall be liable to the Board for one-half of the actual total purchase cost of each cart acquired by the Board for the Municipality pursuant to this Agreement. Not later than April 30, 2012, the Municipality shall pay one-twelfth (1/12) of the total actual cost of the carts. Not later than April 30 of 2013, 2014, 2015, 2016, and 2017 the Municipality shall pay, in equal installments, the balance of the amount payable to the Board pursuant to paragraph 1.

4. Failure of the Municipality to pay the amount owed to the Board or to accept delivery of the carts ordered by the Board at the request of the Municipality shall constitute a breach of this Agreement. The Municipality agrees that it shall be liable for the full amount of the Municipality's share of the cost of the carts purchased by the Board at the Municipality's request and that if the Municipality refuses to pay said sum the Board shall have the right to file an action to recover said amount through a summary proceeding in accordance with New Jersey Court Rules.

5. Nothing herein shall make the Board liable to the Municipality for any damages or other remedy in the event that the Board fails to proceed with a solicitation for bids for auto carts or fails to award one or more contracts to

sellers of auto carts or fails to order the number of carts requested by the Municipality.

6. This Agreement shall be effective on both parties' execution hereof, the Municipality's adoption of an ordinance or resolution authorizing it and adoption of a resolution by the Board.

7. The Municipality agrees that, notwithstanding the fact that it is not required to make any payments for the carts purchased by the Board in 2011 at the Municipality's behest prior to 2012, this is an agreement that is enforceable and supported by good, sufficient and valuable consideration.

IN WITNESS WHEREOF and intending to be bound thereby, the parties have executed this Agreement by their duly authorized representatives.

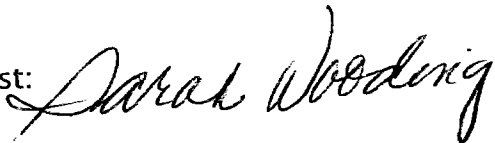
MUNICIPALITY


Signature

Date: October 25, 2011

Eddie Campbell, Jr.
Signatory's typed/printed name

Mayor
Signatory's Title

Attest: 

Sarah Wooding
Attestant's typed/printed name

Acting Township Clerk
Attestant's Title

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

Paul Drayton, County Administrator

Date

WHEREAS, the Municipality has determined to make a commitment to the Board to purchase carts through the County's solicitation; now, therefore, in consideration of the mutual covenants and agreements stated herein, the Board and Municipality agree as follows:

1. The Municipality commits to the above-stated Minimum Cart Purchase Cost Commitment for purchases made in 2011. Said amount represents the minimum amount the Municipality is willing to spend to make auto cart purchases through the Board. The Municipality agrees to take whatever actions are necessary or required by law in order to secure the funding needed therefor. The municipality may amend this resolution to purchase additional carts if more carts are made available at a later date.

2. The County and Municipality shall establish a schedule for delivery of the carts ordered by the County in reliance on the Municipality's commitment. The carts will be delivered by the vendor to the location designated by the Board as approved by the Municipality. The Municipality shall be responsible for taking appropriate steps necessary for receipt of the carts. It shall take no action that hinders or delays the vendor in delivering and assembling the carts. If the Municipality's failure to properly prepare for the carts results in additional charges assessed by the vendor it shall be responsible for paying them.

3. The Municipality shall be liable to the Board for one-half of the actual total purchase cost of each cart acquired by the Board for the Municipality pursuant to this Agreement. Not later than April 30, 2012, the Municipality shall pay one-twelfth (1/12) of the total actual cost of the carts. Not later than April 30 of 2013, 2014, 2015, 2016, and 2017 the Municipality shall pay, in equal installments, the balance of the amount payable to the Board pursuant to paragraph 1.

4. Failure of the Municipality to pay the amount owed to the Board or to accept delivery of the carts ordered by the Board at the request of the Municipality shall constitute a breach of this Agreement. The Municipality agrees that it shall be liable for the full amount of the Municipality's share of the cost of the carts purchased by the Board at the Municipality's request and that if the Municipality refuses to pay said sum the Board shall have the right to file an action to recover said amount through a summary proceeding in accordance with New Jersey Court Rules.

5. Nothing herein shall make the Board liable to the Municipality for any damages or other remedy in the event that the Board fails to proceed with a solicitation for bids for auto carts or fails to award one or more contracts to

sellers of auto carts or fails to order the number of carts requested by the Municipality.

6. This Agreement shall be effective on both parties' execution hereof, the Municipality's adoption of an ordinance or resolution authorizing it and adoption of a resolution by the Board.

7. The Municipality agrees that, notwithstanding the fact that it is not required to make any payments for the carts purchased by the Board in 2011 at the Municipality's behest prior to 2012, this is an agreement that is enforceable and supported by good, sufficient and valuable consideration.

IN WITNESS WHEREOF and intending to be bound thereby, the parties have executed this Agreement by their duly authorized representatives.

MUNICIPALITY

Signature

Date: _____

Signatory's typed/printed name

Signatory's Title

Attest:

Attestant's typed/printed name

Attestant's Title

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

Paul Drayton, County Administrator

Date

RESOLUTION NO. 2011—187

RESOLUTION FOR PROFESSIONAL SERVICES OF CARLOS RAUL RODRIGUEZ
BUILDING RENOVATIONS
CHANGE ORDER (PHASE III)

WHEREAS, Willingboro township Council appointed Carlos Raul Rodriguez, 1961 Browning road, Pennsauken, New Jersey 08110 as the Architect to provide services regarding the renovation of Municipal Complex (for not to exceed sum of \$25,000) through the adoption of Res. No. 2008-114 on August 5, 2008; and

WHEREAS, the Willingboro township Council through the adoption of Res. No. 2009—92 on July 28, 2009 (Phase II), increased the contract by \$50,000 for a not to exceed sum of \$75,000; and


WHEREAS, it is the recommendation of Mr. Duane Wallace, Director , Inspections Department, as per his attached letter dated February 2, 2010, that Willingboro Township Council continue with the service of Carlos Rodriguez, Architect in order to handle Phase III (completion) of the Municipal Complex Renovations for an additional not to exceed amount of \$96,500.00 bringing the total not to exceed amount to \$171,500; and

WHEREAS, it is now the recommendation of Mr. Duane Wallace, Director, Inspection Department as per his attached letter dated October 17, 2011, that Willingboro Township Council continue with Carlos Rodriguez, services in the handling of Phase III (completion) of the Municipal Complex Renovation for an additional \$50,000.00 not to exceed \$221,500; and

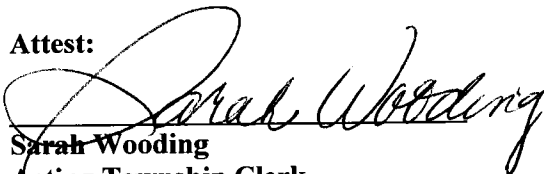
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the township of Willingboro, assembled in public session the 25th day of October, 2011, that the additional \$50,000.00 is approved and the contract is not to exceed \$221,500.00.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the Manager, Finance Department and Auditor for their information.



Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

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

INTEROFFICE MEMORANDUM

TO: SARAH WOODING, TOWNSHIP CLERK
FROM: DUANE J. WALLACE, DIRECTOR OF INSPECTIONS/MUNICIPAL PROJECT MANAGER 
SUBJECT: ARCHITECTURAL SERVICES
DATE: 10/17/2011
CC: JOANNE DIGGS, TOWNSHIP MANAGER

As you are aware we are currently underway with Phase III of the municipal building renovations and we have exhausted the monies originally approved for architectural services. Our request to replenish the line item for architectural services is necessary as in the development stages of the final submissions for the project there were a significant number of changes added. Changes include a total revamp of the HVAC system, renovations of the exterior of the building to include compliance with National standards for Accreditation of the Police Department., prefabrication of correctional facilities and changes due to change orders. The amount requested \$50,000 will be sufficient to complete the construction of the Municipal Complex project.

I trust that this information is sufficient for your needs and I am available for any additional requests if needed.

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: 10/25/11
Resolution Number: 2011-187

Vendor: RODRIG01 CARLOS R. RODRIGUEZ
1961 BROWNING ROAD
PENNSAUKEN, NJ 081102941

Contract: C8-00007 Architec/Mun Bldg/Phase 1,2,3

| Account Number | Amount | Department Description |
|---------------------|-----------|------------------------|
| C-04-55-910-000-002 | 50,000.00 | 2010 CAPITAL ORDINANCE |
| Total | 50,000.00 | |

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

Barbara Lightfoot

Acting Chief Financial Officer



TOWNSHIP OF WILLINGBORO

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



October 31, 2011

Carlos R. Rodriguez
1961 Browning Road
Pennsauken, NJ 08110-2941

Resolution #2011-187

Dear Mr. Rodriguez:

Enclosed is a copy of Resolution #2011-187 adopted by Willingboro Township Council at their meeting of October 25, 2011 appointing Carlos Raul Rodriguez as the Architect to provide services regarding the Building Renovations change order (Phase III).

Sincerely,

Sarah Wooding
Acting Township Clerk

/vc

Encl.

cc: Barbara Lightfoot, Finance Director
Duane Wallace, Inspections Director
Linda Berger, Purchasing Director

2011-187

RESOLUTION NO. 2010-33

Whereas, Willingboro Township Council appointed Carlos Raul Rodriguez, 1961 Browning Road, Pennsauken, New Jersey 08110 as the Architect to provide services regarding the renovation of **Municipal Complex** (for a not to exceed sum of \$25,000) through the adoption of Res. No. 2008 – 114 on August 5, 2008; and

Whereas, the Willingboro Township Council through the adoption of Res. No. 2009 – 92 on July 28, 2009 (Phase II), increased the contract by \$50,000 for a not to exceed sum of \$75,000; and

Whereas, it is the recommendation of Mr. Duane Wallace, Director Inspections Department, as per his attached letter dated February 2, 2010, that Willingboro Township Council continue with the service of Carlos Rodriguez, Architect in order to handle Phase III (completion) of the Municipal Complex Renovations for an additional not to exceed amount of \$96,500.00 bringing the total not to exceed amount to \$171,500; and


NEW Parag

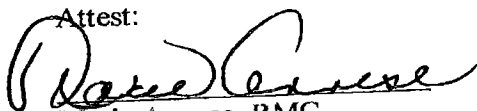
Whereas, funds are available for this purpose as indicated by the attached Treasurer's Certification.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of February, 2010, that the additional \$96,500 is approved and the contract is not to exceed ~~\$171,500~~ 221,500.

Be It Further Resolved that copies of this resolution shall be provided to the Manager, Finance Department and Auditor for their information.

171,500
50,000
221,500


Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

Carlos Raul Rodríguez Architect

EXHIBIT B

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

Carlos Raul Rodriguez, AIA, CID

25 January 2010

Mr. Duane Wallace
Director of Inspections
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Basic Services / Municipal Complex Alterations / Phase III
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Mr. Wallace:

This letter is my proposal for professional services for your project. I will outline my understandings of the project and respond to them with proposed services and a fee.

PROJECT DESCRIPTION

In continuance with the projected overall renovation project, the Township intends to perform phase three of the overall building renovations to the above referenced property. The scope of work and program objective is to create new and updated facilities, typical of the previously renovated areas, to accommodate the various remaining functions within the Municipal Complex. The existing office environment and public spaces would be completely revamped and the exterior appearance will be updated to complement the various interior and exterior alterations previously completed to the building.

The project will be subject to the Township's Zoning Ordinance and the "Uniform Construction Code Rehabilitation Subcode NJAC 5:23-6". The scope of construction work entails considerable interior construction which would, in my opinion, be considered an "alteration" as defined in the subcode. Any new building components in addition to the alterations will be subject to the New Jersey Edition of the 2006 International Building Code. The work includes, but is not limited to, the following:

- demolition of existing exterior building and site features for the installation of new work
- demolition of existing partitions, doors and finishes
- installation of new interior partitions, doors, windows and finishes
- installation of millwork
- installation of new mechanical equipment and distribution systems
- removal of existing chiller and boiler plants
- renovations to existing restroom facilities
- installation of new electrical distribution and interior lighting within existing electrical panels
- installation of new emergency and egress lighting
- installation of camera surveillance, intrusion detection and access control systems

- installation of new exterior insulation and finish system on all exterior fascades
- installation of new exterior windows and entrances
- installation of new site features, such as, fences, screens, signs, etc.
- installation of new exterior electrical and lighting within existing electrical panels

PROPOSED SERVICES

The services will consist of providing full basic services for the design and documentation of the project. These documents will serve to bid and build the project, as well as, submit to the Township for zoning and building permits. Based on zoning and building code requirements, CRR Architect has determined a scope of services to respond to your goals. The following tasks are proposed:

- BASIC 1: CRR Architect will assist the proposed occupants in determining and finalizing the architectural program requirements. CRR Architect will perform an architectural survey of the site and confirm existing conditions and documents. CRR Architect will develop schematic plans based on the architectural program requirements for the project for review and approval.
- BASIC 2: CRR Architect will develop design development documents based on the approved schematic design documents for review and approval. These drawings will also begin to finalize the scope of work, selected materials and budgeted construction cost.
- BASIC 3: Using the existing data and the approved design development documents, CRR Architect will develop scaled drawings and specifications suitable for submission to the Township for building permits, which will include a site plan, a building key plan, floor plans, reflected ceiling plans, a roof plan, exterior and interior building elevations (as required), sections, details, mechanical and electrical plans, schedules and specifications. These drawings will show the designed layout and required technical information indicating project data, building dimensions, type of construction, spatial usage, and mechanical, and electrical systems sizes and locations.
- BASIC 4: CRR Architect will assist in obtaining and evaluating construction bids from invited contractors. This will include assembling and distributing bid sets which shall be reimbursed according to the schedule listed below.
- BASIC 5: CRR Architect will conduct, at a minimum, four jobsite meetings and provide progress reports, as required. This phase will include a pre-construction meeting and three critical inspections at demolition, rough framing and final completion. The review and approval of "Applications and Certificates for Payment" and the issuance of the "Certificate of Substantial Completion" will also be provided in this phase.
- NOTE: CRR Architect will also assist in preparing the building permit applications at no additional cost.

EXCLUSIONS

The following items are not included in this proposal:

- Documentation for or meetings with the Township's Planning/Zoning Boards
- Land or topographical surveys

- Any site planning or civil engineering
- Design or documentation for any new utilities
- Abatement of any hazardous materials
- Design or documentation for roofing systems

BASIS FOR FEES

The fixed fee for the above mentioned services will be Ninety-six Thousand Five Hundred Dollars (\$96,500.00) which is computed at approximately 5.7% on the following basis:

| | |
|-----------------------------|-------------|
| Projected Construction Cost | \$1,693,000 |
|-----------------------------|-------------|

The fee will cover all architectural, mechanical, plumbing, fire and electrical documentation. Reimbursables shall be billed for documents per the following schedule:

| | |
|-----------------|----------------------------------|
| Document copies | \$ 0.50 / Sq. Ft. of bond prints |
| | 0.10 / Sheet |

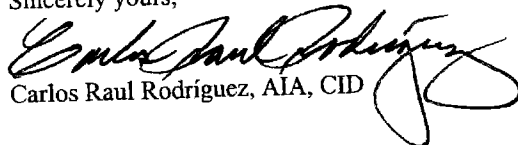
SCHEDULE OF PAYMENTS

All payments shall be made according to the executed AIA Standard Form of Agreement Between Owner and Architect. In the event you need additional services or have an increase or change in the scope of work, I am prepared to provide these services on an hourly basis per the following schedule:

| | |
|--|---------------|
| Principal | \$125.00/hour |
| Project Architect | 75.00/hour |
| Architectural Designer / Draftsperson | 50.00/hour |
| Office Support | 35.00/hour |

I trust this meets your expectations for the fees required for your project. Should you find this proposal acceptable, please let me know and I will prepare an AIA Document B151-1997/Abbreviated Standard Form of Agreement Between Owner and Architect for our signatures. Thank you again for this additional opportunity and I look forward to your response.

Sincerely yours,


Carlos Raul Rodríguez, AIA, CID

cc: file

EXHIBIT A

RESOLUTION NO. 2008 – 114

Whereas, Willingboro Township Council has determined that the service of an Architect is needed; and

Whereas, the Willingboro Township Council advertised for Request for Qualifications and received responses on June 20, 2008; and

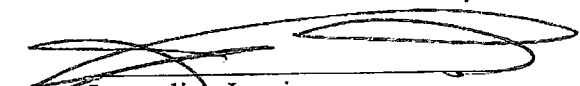
Whereas, Willingboro Township Council has determined that they will designate/appoint Carlos Raul Rodriguez, 1961 Browning Road, Pennsauken, New Jersey 08110 as the Architect to provide services regarding the **completion of Municipal Complex Renovations**; and

Whereas, for the purposes of N.J.S.A. 40A:11-1 et seq., it is found as a fact that the services to be rendered are such professional services as fall within Section 6 of N.J.S.A. 40A:11-2, which services are a specific exemption to the requirements of public bidding under N.J.S.A. 40A:11-5(1)(a) and that the appointee Carlos Raul Rodriguez is qualified to provide such services; and

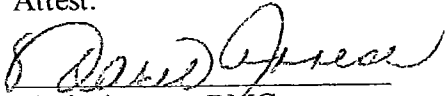
Whereas, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection; and

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 5th day of August, 2008, that the Township of Willingboro will retain the services of Carlos Raul Rodriguez for a sum not to exceed \$25,000.


Jacqueline Jennings
Mayor

Attest:


Marie Annese, RMC
Township Clerk

| Recorded Vote | Yes | No | Abstain | Absent |
|-----------------------|-----|----|---------|--------|
| Councilman Ayer | ✓ | | | |
| Councilman Campbell | ✓ | | | |
| Councilman Ramsey | | | ✓ | |
| Dep. Mayor Stephenson | ✓ | | | |
| Mayor Jennings | ✓ | | | |

RESOLUTION NO. 2011---188


**PROVIDENCE HOUSE/WILLINGBORO SHELTER
PROPERTY AGREEMENT**

WHEREAS, the Shelter for victims of domestic violence in Willingboro has been operated by the Providence House/Willingboro Shelter; and

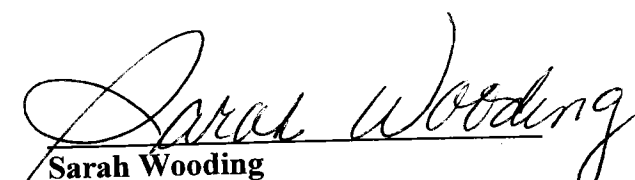
WHEREAS, the Providence House/Willingboro Shelter property is owned by the Township of Willingboro; and

WHEREAS, it is proper to formally authorize the execution of this Public Donor Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of October, 2011, that the Mayor is hereby authorized to execute the attached agreement on behalf of the Township.


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Acting Township Clerk

Marlene Laó-Collins
Executive Director

Jean L. Metz, ACSW, LCSW
Service Area Director
Providence House Domestic Violence Services



www.catholiccharitiestrenton.org

October 17, 2011

Sarah Wooding, Willingboro Township Clerk
Willingboro Township
One Salem Road
Willingboro, NJ 08046

Dear Ms. Wooding:

On behalf of Providence House Domestic Violence Services of Catholic Charities, I am writing to you regarding the Public Donor Agreement between Providence House and Willingboro Township, which we renew annually for submission with our contract to the New Jersey Division of Prevention and Family Partnerships.

Because the Division of Prevention and Family Partnerships requires that the Public Donor Agreement be included in our contract renewal and we need to submit it to them promptly, to facilitate the process I would be happy to have a Providence House staff person pick up the agreement when you have signed it. Kindly let us know when it will be convenient for us to do so. If you have any questions or would like to discuss the agreement, please contact Jeanette Hennessy, Contract/Grant Manager, at 856-824-0599 or jhennessy@cctrenton.org.

I have included a copy of the 2011 completed agreement as well as two copies of the 2012 agreement in need of signature. As always, we at Providence House Domestic Violence Services are grateful to Willingboro Township for your generous and steadfast support of victims of domestic violence. Our mission to break the cycle of violence through education, empowerment and advocacy, and to bring peace to every home, would not be achievable without excellent community friends like Willingboro Township. We thank you again for being our partner in this mission.

Sincerely,

Jean Metz, ACSW, LCSW
Service Area Director

Encl.

renewing *lives*, restoring *hope*

Providence House Domestic Violence Services

P.O. Box 496 • Willingboro, New Jersey 08046 • 24 Hour Hotline: 609-871-7551 or Toll Free: 877-871-7551
Counseling Center: 856-824-0599 • FAX: 856-824-9340

Donor Agreement # _____

PUBLIC DONOR AGREEMENT

AGREEMENT between Providence House Domestic Violence Services Burlington of Catholic Charities- (the "Provider Agency") and Willingboro Township (the "Donor").

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. **Definitions** – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. **Donated Resources** means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
 - B. **In-Kind Contributions** means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. **Term** – This agreement shall begin on January 1, 2012 (date), and shall terminate on December 31, 2012 (date), barring any outstanding obligations of either party.
3. **Donated Resources** – The Donor agrees to provide Donated Resources in an amount totaling \$28,000 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

| Payment (s) | Date Due | Cash | In-Kind* | Total |
|-------------|--------------|--------|----------|--------|
| | 12/31/12 | 15,940 | 12,060 | 28,000 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | TOTAL | 15,940 | | 28,000 |

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.

6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: Domestic Violence Services

Service Contract Title: Providence House Domestic Violence Services of Catholic Charities (Burlington County)

Service Contract #: 12AKCP

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY: *Eddie Campbell*
Signature of Donor's Authorized
Representative

BY: _____
Signature of the Provider Agency's
Authorized Representative

NAME:
TITLE:
DONOR:

EDDIE CAMPBELL JR.
MAYOR

DONOR ADDRESS:

ONE SALEM RD.
WILLINGBORO, NJ 08096

PHONE NUMBER:

609 877-2200

DATED:

10/25/2011

NAME:
TITLE:
PROVIDER
AGENCY:
PROVIDER
ADDRESS:
PHONE NUMBER:
DATED:

Marlene Laó-Collins
Executive Director
Catholic Charities

383 West State Street
Trenton, NJ 08618
609-394-5181

Donor Agreement # _____

Attachment A

In-Kind Contributions

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

| | | | |
|------------------------------------|-----------------------------------|-----------------|--|
| A. | Personnel Services | | |
| B. | Consultants and Professional Fees | | |
| C. | Materials and Supplies | | |
| D. | Facility Costs | \$12,060 | |
| E. | Specific Assistance to Clients | | |
| F. | Other | | |
| TOTAL IN-KIND CONTRIBUTIONS | | \$12,060 | |

Donor Agreement # _____

RESOLUTION NO. 2011 – 189

**A RESOLUTION AWARDING A BID FOR
MILLCREEK PARK PATHWAY REHABILITATION**

WHEREAS, on September 26, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the rehabilitation of the Millcreek Park Pathways; and

WHEREAS, bids have been received, opened and read in public on Friday, October 14, 2011; and

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

WHEREAS, the Township received bids from three contractors for a Base Bid for pulverization of a section of the existing bituminous pathway, compaction, and overlay of a “main” section of pedestrian pathway system and Alternate Bids numbers 1 through 3 for the removal and replacement of various chipped pathways with dense graded aggregate:

1. All Surface Asphalt Paving, Inc.
2. Puente Construction Enterprises
3. Landberg Construction, LLC; and

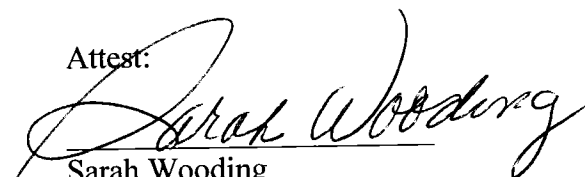
WHEREAS, the Township’s Engineer has tabulated the bids received and determined that All Surface Asphalt Paving, Inc. submitted the lowest responsible bid; and

WHEREAS, the Township Council has upon its consideration and review determined that All Surface Asphalt Paving, Inc., is the responsible lowest bidder and that therefore, it is in the best interest of the Township to accept the bid of All Surface Asphalt Paving, Inc. of 528 Hardenberg Avenue, Point Pleasant, New Jersey 08742, in the amount of \$140,066.25 representing the Base Bid; and

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 25th day of October 2011, hereby accepts the bid of All Surface Asphalt Paving, Inc. for the for the rehabilitation of the Millcreek Park Pathways; and that the bids be spread upon the minutes of this meeting.

Attest:


Sarah Wooding
Township Clerk


Eddie Campbell, Jr., Mayor

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

Certification of Availability of Funds

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


Resolution Date: 10/25/11
Resolution Number: 2011-189

Vendor: ALLSURFA ALL SURFACE ASPHALT PAVING INC
528 HARDENBERG AVE
POINT PLEASANT, NJ 08742

Contract: C1-00013 ALL SURFACE-MILLCREEK PARK

| Account Number | Amount | Department Description |
|---------------------|------------|--|
| G-01-41-876-000-001 | 140,066.25 | BURLINGTON COUNTY MUN PARK DEV PROGRAM |
| Total | 140,066.25 | |

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


Barbara L. Ghisler
Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS

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

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

SENIOR ASSOCIATES

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

Remington & Vernick Engineers

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

15-33 Halsted Street, Suite 204
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

Remington, Vernick & Vena Engineers

9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

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

Remington, Vernick & Walberg Engineers

845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

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

Remington, Vernick & Beach Engineers

922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

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

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

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

Remington, Vernick & Arango Engineers

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

October 24, 2011

OCT 26 2011

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

**Re: Township of Willingboro
Mill Creek Park Pathway Rehabilitation, Recommendation to Award
Our File #0338-T-101**

Dear Ms. Diggs:

We have tabulated the bids received on October 14, 2011, regarding the above-referenced project. This project consists of improvements to various sections of the pathways within the park summarized as follows:

- The base bid consists of the; pulverization of a section of the existing bituminous pathway, compaction, and overlay of a "main" section of pedestrian pathway system.
- The alternate bids no. 1 through 3 consists of the removal and replacement of various wood chipped pathways with compacted dense graded aggregate.

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

It should be noted that the lowest responsible bidder, All Surface Asphalt Paving, Inc. incorrectly wrote \$140,466.25 as the total base bid amount, whereas the correct mathematical total based on their unit prices should be \$140,066.25.

Representatives of our office contacted All Surface Asphalt Paving, Inc. regarding the \$400.00 discrepancy in the amount written in words versus the mathematical sum total. All Surface Asphalt Paving, Inc. has provided a letter to our office acknowledging the mistake, and has submitted a revised / amended bid form with the correct total amount which will be incorporated in the contracts, if the project is awarded. A copy of the letter is enclosed for your review.

It should be noted, that the error by All Surface Asphalt Paving, Inc. did not affect the outcome of the bid results overall.

Our recommendation to award is as follows:

- Should the Municipality decide to award the Base Bid improvements only. The resolution should indicate award to All Surface Asphalt Paving, Inc., 528 Hardenberg Avenue, Point Pleasant, New Jersey 08742, in the amount of \$140,066.25 representing Items 1 through 13 of the Base Bid.

Earning Our Reputation Every Day Since 1901

WWW.RVE.COM

MEMORANDUM

TO: K. Wendell Bibbs, P.E., C.M.E.
FROM: Kathleen Niemann
RE: Township of Pennsauken
 MILL CREEK PARK PATHWAY REHABILITATION
 0338T101
DATE: 17-Oct-11

I have reviewed the bids submitted for the above referenced project and have found apparent errors and/or omissions.

All Surface Asphalt Paving, Inc. wrote \$140,466.25 as Total Bid Cost for the Base Bid, whereas the correct total should be \$140,066.25.

Puente Construction Enterprises (Contractor) has errors in multiplication on Line Items 1 through 13 of the Base Bid, resulting in the Contractor writing a total of \$165,907.69, whereas the correct total should be \$165,928.10

Puente Construction Enterprises (Contractor) has multiplication errors on Line Items 2 and 3 of Alternate Bid No. 1, resulting in the Contractor writing a total of \$36,455.92, whereas the correct total should be \$36,448.00.

Puente Construction Enterprises (Contractor) has multiplication errors on Line Items 2 and 3 of Alternate Bid No. 2, resulting in the Contractor writing a total of \$17,223.58, whereas the correct total should be \$17,220.00.

Puente Construction Enterprises (Contractor) has multiplication errors on Line Items 2 and 3 of Alternate Bid No. 3, resulting in the Contractor writing a total of \$26,337.56, whereas the correct total should be \$26,332.00.

A copy of the bid tabulation has been attached for your review.

The list of successful bidders is as follows:

| <u>CONTRACTOR</u> | <u>BASE BID AMOUNT</u> | <u>ALTERNATE BID</u> | <u>ALTERNATE BID</u> | <u>ALTERNATE BID</u> |
|---------------------------------------|----------------------------|----------------------|----------------------|----------------------|
| | | <u>NO. 1</u> | <u>NO. 2</u> | <u>NO. 3</u> |
| All Surface Asphalt Paving, Inc. | \$140,466.25 | \$31,200.00 | \$14,700.00 | \$22,500.00 |
| Puente Construction Enterprises | \$165,907.69 | \$36,455.92 | \$17,223.58 | \$26,337.56 |
| Landberg Construction LLC | \$175,047.50 | \$41,600.00 | \$19,650.00 | \$30,050.00 |
| The average bid price is: | \$160,473.81 | \$36,418.64 | \$17,191.19 | \$26,295.85 |
| Engineer's Estimate for this project: | \$145,980.00 | \$45,200.00 | \$21,050.00 | \$32,350.00 |

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME:
 MILL CREEK PARK PATHWAY REHABILITATION
 PROJECT NUMBER:
 0338T101
 CLIENT:
 TOWNSHIP OF WILLINGBORO

| # | DESCRIPTION | QUANTITY & UNITS | UNITS | | TOTAL | AS BID | UNITS | | TOTAL | AS BID |
|--|---|------------------|------------|--|-------------|--------|-------------|--|-------------|--------|
| | | | PRICE | | | | PRICE | | | |
| <p> All Surface Asphalt Paving, Inc. 528 Hardenberg Avenue Point Pleasant, NJ 08742 732-295-3800 FAX 732-999-3086 </p> | | | | | | | | | | |
| <p> Puente Construction Enterprises 48-50 Newton Avenue Woodbury, NJ 08096 856-848-0919 FAX 856-848-0981 </p> | | | | | | | | | | |
| <p> Landberg Construction LLC 466 Clarkstown Road Mays Landing, NJ 08330 609-363-1760 FAX 609-908-1647 </p> | | | | | | | | | | |
| ALTERNATE BID NO. 1 | | | | | | | | | | |
| 1 | FUEL PRICE ADJUSTMENT | 1 LS | \$1,200.00 | | \$1,200.00 | | \$1,200.00 | | \$1,200.00 | |
| 2 | EXCAVATION, UNCLASSIFIED | 400 CY | \$24.00 | | \$9,600.00 | | \$30.88 | | \$12,352.00 | |
| 3 | VIRGIN DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK | 2400 SY | \$8.50 | | \$20,400.00 | | \$9.54 | | \$22,905.12 | |
| TOTAL BID COST | | | | | \$31,200.00 | | \$36,448.00 | | \$36,448.00 | |
| ALTERNATE BID NO. 2 | | | | | | | | | | |
| 1 | FUEL PRICE ADJUSTMENT | 1 LS | \$550.00 | | \$550.00 | | \$550.00 | | \$550.00 | |
| 2 | EXCAVATION, UNCLASSIFIED | 200 CY | \$24.00 | | \$4,800.00 | | \$30.88 | | \$6,176.00 | |
| 3 | VIRGIN DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK | 1100 SY | \$8.50 | | \$9,350.00 | | \$9.54 | | \$10,498.18 | |
| TOTAL BID COST | | | | | \$14,700.00 | | \$17,220.00 | | \$17,220.00 | |
| ALTERNATE BID NO. 3 | | | | | | | | | | |
| 1 | FUEL PRICE ADJUSTMENT | 1 LS | \$850.00 | | \$850.00 | | \$850.00 | | \$850.00 | |
| 2 | EXCAVATION, UNCLASSIFIED | 300 CY | \$24.00 | | \$7,200.00 | | \$30.88 | | \$9,264.00 | |
| 3 | VIRGIN DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK | 1700 SY | \$8.50 | | \$14,450.00 | | \$9.54 | | \$16,224.46 | |
| TOTAL BID COST | | | | | \$22,500.00 | | \$26,332.00 | | \$26,332.00 | |

BIDFORM

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the **Mill Creek Park Pathway Rehabilitation** as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the **Township of Willingboro**, or its Engineer prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

NOTE: Extension of Unit Prices must be exact.

Contract Time: **Thirty (30)** Calendar Days

Schedule of Liquidated Damages:

One (1) to Fifteen (15) Days: \$500 per calendar day
 Sixteen (16) to Thirty (30) Days: \$1,000.00 per calendar day
 Greater Than Thirty (30) Days: \$2,000.00 per calendar day

FILE

BASE BID

| Item | Quantity | Units | Description | Unit Price | Amount |
|------|----------|-------|--|------------|--------------|
| 1 | 1 | LS | FUEL PRICE ADJUSTMENT | \$250.00 | \$250.00 |
| 2 | 1 | LS | ASPHALT PRICE ADJUSTMENT | \$850.00 | \$850.00 |
| 3 | 100 | LF | SILT FENCE, (IF & WHERE DIRECTED) | \$ 3.00 | \$ 300.00 |
| 4 | 0 | N/A | NO ITEM | \$.00 | \$.00 |
| 5 | 285 | CY | EXCAVATION, UNCLASSIFIED | \$ 20.35 | \$ 5,799.75 |
| 6 | 100 | SY | VIRGIN DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK | \$ 10.00 | \$ 1,000.00 |
| 7 | 6300 | SY | BITUMINOUS CONCRETE PAVEMENT RECLAMATION, 6" THICK | \$ 3.90 | \$ 24,570.00 |
| 8 | 2250 | GAL | PRIME COAT | \$ 1.00 | \$ 2,250.00 |
| 9 | 750 | TON | HOT MIX ASPHALT 9.5 L 64 SURFACE COURSE, 2" THICK | \$ 113.33 | \$ 84,997.50 |
| 10 | 30 | LF | 8" DUCTILE IRON PIPE | \$ 100.00 | \$ 3,000.00 |
| 11 | 10 | SY | RIP RAP STONE SLOPE PROTECTION 8" THICK (D50=4") | \$ 150.00 | \$ 1,500.00 |

| Item | Quantity | Units | Description | Unit Price | Amount |
|------|----------|-------|-----------------------------------|------------|-------------------------|
| 12 | 3550 | SY | TOPSOILING, 6" THICK | \$ 3.38 | \$11,999. ⁰⁰ |
| 13 | 3550 | SY | FERTILIZING AND SEEDING, TYPE A-3 | \$ 1.00 | \$ 3,550. ⁰⁰ |

Total Amount Bid Based on Estimated Quantities for Base Bid, Items # 1 - #13, Inclusive

Rob
\$ 140,466.25

Rob
ONE HUNDRED ^{Rob}forty THOUSAND FOUR HUNDRED

SIXTY-SIX DOLLARS AND 25/100

TOTAL AMOUNT FOR BASE BID WRITTEN OUT



SIGNATURE

Lori Coe, President

NAME & TITLE (TYPE OR PRINT)

A.S.A.P. Inc.

All Surface Asphalt Paving, Inc.

528 Hardenberg Avenue

Point Pleasant, New Jersey 08742

732-295-3800 tel 732-899-0086 fax

10/14/11
BID DATE

FILE



All Surface Asphalt Paving

Paving • Tennis Courts
Running Tracks • Golf Cart Paths

528 Hardenberg Avenue
Point Pleasant, New Jersey 08742

Tel: 732-295-3800
Fax: 732-899-0026

Email: Mike@AllSurfacePaving.com

October 20, 2011

Sean Brigandi
Remington, Vernick and Arango Engineers, Inc.
The Lincoln Building, Suite 600
101 Route 130
Cinnaminson, New Jersey 08077

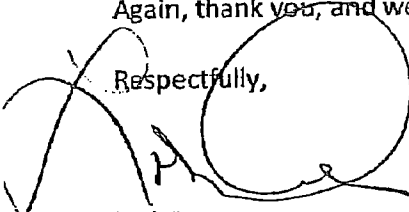
Re: Mill Creek park Pathway Rehabilitation
Township of Willingboro, New Jersey

Dear Mr. Brigandi,

Enclosed, please find our revised quantity sheet on the above referenced project, showing a correction which reduces the proposed bid amount by \$400.00. The deduction is caused by a mathematical error in the bid presented on October 14, 2011. All Surface Asphalt Paving, Inc. apologizes for the mistake and is grateful for the grace given to make these corrections.

Again, thank you, and we look forward to working with you.

Respectfully,



Lori Coe
President

LC:sk

enclosures

FULLY BONDED & INSURED
NJ Reg #1551198
Public Works #676252

BIDFORM

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the **Mill Creek Park Pathway Rehabilitation** as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the **Township of Willingboro**, or its Engineer prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

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BASE BID

| Item | Quantity | Units | Description | Unit Price | Amount |
|------|----------|-------|--|------------|--------------|
| 1 | 1 | LS | FUEL PRICE ADJUSTMENT | \$250.00 | \$250.00 |
| 2 | 1 | LS | ASPHALT PRICE ADJUSTMENT | \$850.00 | \$850.00 |
| 3 | 100 | LF | SILT FENCE, (IF & WHERE DIRECTED) | \$ 3.00 | \$ 300.00 |
| 4 | 0 | N/A | NO ITEM | \$.00 | \$.00 |
| 5 | 285 | CY | EXCAVATION, UNCLASSIFIED | \$ 20.35 | \$ 5,799.75 |
| 6 | 100 | SY | VIRGIN DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK | \$ 10.00 | \$ 1,000.00 |
| 7 | 6300 | SY | BITUMINOUS CONCRETE PAVEMENT RECLAMATION, 6" THICK | \$ 3.90 | \$ 24,570.00 |
| 8 | 2250 | GAL | PRIME COAT | \$ 1.00 | \$ 2,250.00 |
| 9 | 750 | TON | HOT MIX ASPHALT 9.5 L 64 SURFACE COURSE, 2" THICK | \$ 113.33 | \$ 84,997.50 |
| 10 | 30 | LF | 8" DUCTILE IRON PIPE | \$ 100.00 | \$ 3,000.00 |
| 11 | 10 | SY | RIP RAP STONE SLOPE PROTECTION 8" THICK (D50=4") | \$ 150.00 | \$ 1,500.00 |

RESOLUTION NO. 2011 – 189



**A RESOLUTION AWARDING A BID FOR
MILLCREEK PARK PATHWAY REHABILITATION**

WHEREAS, on September 26, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the rehabilitation of the Millcreek Park Pathways; and

WHEREAS, bids have been received, opened and read in public on Friday, October 14, 2011; and

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

WHEREAS, the Township received bids from three contractors for a Base Bid for pulverization of a section of the existing bituminous pathway, compaction, and overlay of a “main” section of pedestrian pathway system and Alternate Bids numbers 1 through 3 for the removal and replacement of various chipped pathways with dense graded aggregate:

1. All Surface Asphalt Paving, Inc.
2. Puente Construction Enterprises
3. Landberg Construction, LLC; and

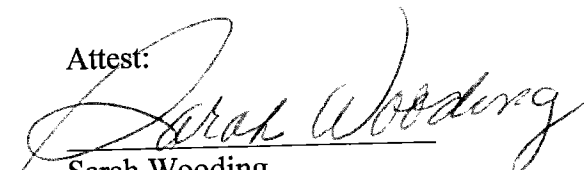
WHEREAS, the Township’s Engineer has tabulated the bids received and determined that All Surface Asphalt Paving, Inc. submitted the lowest responsible bid; and

WHEREAS, the Township Council has upon its consideration and review determined that All Surface Asphalt Paving, Inc., is the responsible lowest bidder and that therefore, it is in the best interest of the Township to accept the bid of All Surface Asphalt Paving, Inc. of 528 Hardenberg Avenue, Point Pleasant, New Jersey 08742, in the amount of \$140,066.25 representing the Base Bid; and

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 25th day of October 2011, hereby accepts the bid of All Surface Asphalt Paving, Inc. for the for the rehabilitation of the Millcreek Park Pathways; and that the bids be spread upon the minutes of this meeting.

Attest:


Sarah Wooding
Township Clerk


Eddie Campbell, Jr., Mayor

| 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"/> | | | |



RESOLUTION NO. 2011 – 189

**A RESOLUTION AWARDING A BID FOR
MILLCREEK PARK PATHWAY REHABILITATION**

WHEREAS, on September 26, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the rehabilitation of the Millcreek Park Pathways; and

WHEREAS, bids have been received, opened and read in public on Friday, October 14, 2011; and

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

WHEREAS, the Township received bids from three contractors for a Base Bid for pulverization of a section of the existing bituminous pathway, compaction, and overlay of a “main” section of pedestrian pathway system and Alternate Bids numbers 1 through 3 for the removal and replacement of various chipped pathways with dense graded aggregate:

1. All Surface Asphalt Paving, Inc.
2. Puente Construction Enterprises
3. Landberg Construction, LLC; and

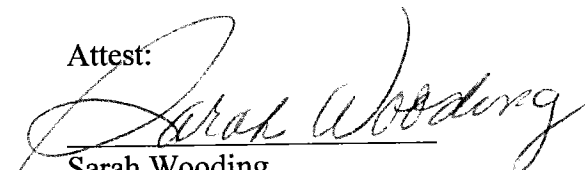
WHEREAS, the Township’s Engineer has tabulated the bids received and determined that All Surface Asphalt Paving, Inc. submitted the lowest responsible bid; and


WHEREAS, the Township Council has upon its consideration and review determined that All Surface Asphalt Paving, Inc., is the responsible lowest bidder and that therefore, it is in the best interest of the Township to accept the bid of All Surface Asphalt Paving, Inc. of 528 Hardenberg Avenue, Point Pleasant, New Jersey 08742, in the amount of \$140,066.25 representing the Base Bid; and

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 25th day of October 2011, hereby accepts the bid of All Surface Asphalt Paving, Inc. for the for the rehabilitation of the Millcreek Park Pathways; and that the bids be spread upon the minutes of this meeting.

Attest:


Sarah Wooding
Township Clerk


Eddie Campbell, Jr., Mayor

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

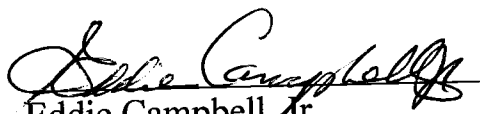
RESOLUTION NO. 2011---190

AUTHORIZING THE APPROVAL OF VOUCHERS FOR PAYMENT AND RATIFICATION

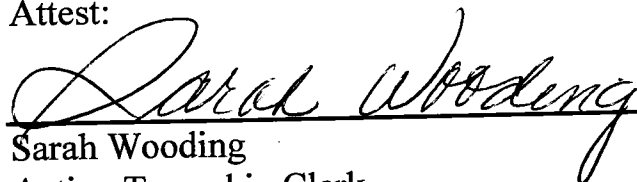
WHEREAS, Willingboro township Council received the October 2011 Bill List and had an opportunity to review said Bill List; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the township of Willingboro, assembled in public session this 1st day of November, 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.


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 |
|-----|----|---------|--------|
| | | | ✓ |
| ✓ | | | ✓ |
| ✓ | | | |
| ✓ | | | |

RESOLUTION NO. 2011 - 191
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 1st day of November, 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 3 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

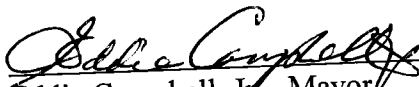
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material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

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

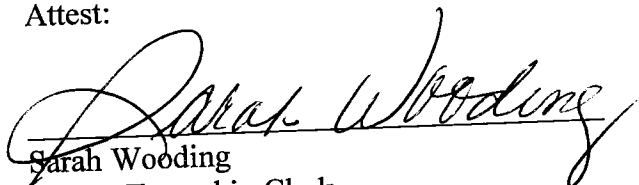
BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to: Contract negotiations

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

TOWNSHIP OF WILLINGBORO


Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding
Acting Township Clerk

RESOLUTION NO. 2011 – 192

**A RESOLUTION RESCINDING RESOLUTION NO. 2011 – 189 AND
AWARDING A BID FOR
MILLCREEK PARK PATHWAY REHABILITATION**

WHEREAS, on September 26, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the rehabilitation of the Millcreek Park Pathways; and

WHEREAS, bids have been received, opened and read in public on Friday, October 14, 2011; and

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

WHEREAS, the Township received bids from three contractors for a Base Bid for pulverization of a section of the existing bituminous pathway, compaction, and overlay of a “main” section of pedestrian pathway system and Alternate Bids numbers 1 through 3 for the removal and replacement of various chipped pathways with dense graded aggregate:

1. All Surface Asphalt Paving, Inc.
2. Puente Construction Enterprises
3. Landberg Construction, LLC; and

WHEREAS, the Township’s Engineer has tabulated the bids received and determined that All Surface Asphalt Paving, Inc. submitted the lowest responsible base bid and alternate bids 1, 2 and 3; and

WHEREAS, by Resolution # 2011--189, Council awarded the bid to All Asphalt Paving, Inc. in the amount of \$140,066.25 as the base bid; and


WHEREAS, it is the intention of Council to rescind Resolution No. 2011—189 and

WHEREAS, it is the intention of Council to award the bid to All Asphalt Paving, Inc. for the base bid including the amounts for Alternate Bid No. 1, Alternate Bid No.2 and Alternate Bid No. 3; and

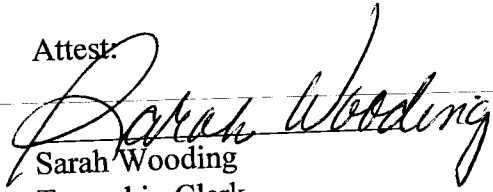
WHEREAS, the Township Council has upon its consideration and review determined that All Surface Asphalt Paving, Inc., is the responsible lowest bidder and that therefore, it is in the best interest of the Township to accept the bid of All Surface Asphalt Paving, Inc. of 528 Hardenberg Avenue, Point Pleasant, New Jersey 08742, in the amount of \$208,466.25 representing \$140,066.25 for the Base Bid, \$31,200.00 for the Alternate Bid No. 1, \$14,700.00 for the Alternate Bid No. 2, and \$22,500.00 for the Alternate Bid No. 3.

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 1st day of November 2011, hereby accepts the bid of All Surface Asphalt Paving, Inc. for the for the rehabilitation of the Millcreek Park Pathways; and that the bids be spread upon the minutes of this meeting.


Eddie Campbell, Jr., Mayor

Attest:


Sarah Wooding
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"/> | | | |

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: 11/01/11
Resolution Number: 2011-192

Vendor: ALLSURFA ALL SURFACE ASPHALT PAVING INC
528 HARDENBERG AVE
POINT PLEASANT, NJ 08742

Contract: C1-00013 ALL SURFACE-MILLCREEK PARK

| Account Number | Amount | Department Description |
|---------------------|-----------|--|
| G-01-41-876-000-001 | 68,400.00 | BURLINGTON COUNTY MUN PARK DEV PROGRAM |
| Total | 68,400.00 | |

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

Barbara Lightford
ACTING Chief Financial Officer

21

RESOLUTION NO. 2011--193


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

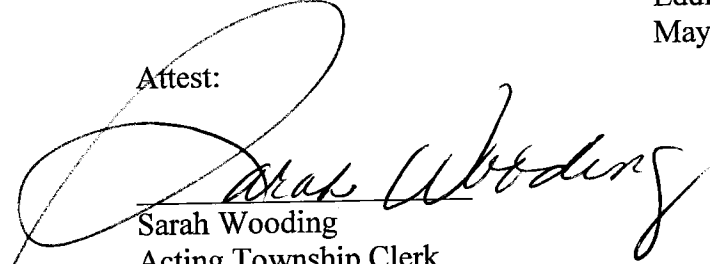
WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and

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 22th day of November, 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 their information, attention and compliance.


Eddie Campbell, Jr.
Mayor

Attest:

Sarah Wooding
Acting Township Clerk

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

OVERPAYMENT FOR TAXES

\$7,816.17

ALPHA BAPTIST CHURCH
9 ROSE STREET
WILLINGBORO, NJ 08046
BLOCK 8
LOT 5
9 ROSE STREET
OVERPAYMENT TAXES

RESOLUTION NO. 2011 - 194
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 22nd day of November, 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 and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

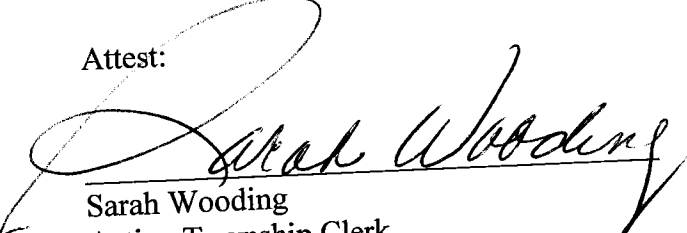
- _____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- _____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty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

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

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

TOWNSHIP OF WILLINGBORO


Eddie Campbell, Jr., Mayor

Attest:

Sarah Wooding
Acting Township Clerk

Sarah Wooding

From: cristal bowie [chb@armstronglawfirm.com]
Sent: Friday, November 11, 2011 1:23 PM
To: rich_brevogel@willingborotwp.org
Cc: swooding@willingborotwp.org
Subject: Able contract

Foss
Able
Resolution
11/27/11

Hi Rich,
Assuming we awarded Able the contract in accordance with the General Bid requirements, Able's current contract should be for two years from November 2010 (expiring November 2012). Would you still want to do the resolution extending for an additional year as of November 2012? (BTW, they are doing an excellent job in the JFK center and municipal bldg that I see, the library should have them too b/c the ladies room was awful when I last went in there one Monday evening.)

(PS, I know twp offices are closed today.)

Cristal Holmes-Bowie, Esquire

Michael A. Armstrong & Associates, LLC

79 Mainbridge Lane

Willingboro, NJ 08046

Office: 609-877-5511

Fax: 609-877-7755

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

Hi Rich,

Assuming we awarded Able the contract in accordance with the General Bid requirements, Able's current contract should be for two years from November 2010 (expiring November 2012). Would you still want to do the resolution extending for an additional year as of November 2012? (BTW, they are doing an excellent job in the JFK center and municipal bldg that I see, the library should have them too b/c the ladies room was awful when I last went in there one Monday evening.)

Secondly, did you come up with a schedule to attach to the general public works shared services contract? I didn't think we finished it.

(PS, I know twp offices are closed today.)

Cristal Holmes-Bowie, Esquire

Cristal Holmes-Bowie, Esquire

Michael A. Armstrong & Associates, LLC

79 Mainbridge Lane

Willingboro, NJ 08046

Office: 609-877-5511

Fax: 609-877-7755

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TOWNSHIP OF WILLINGBORO

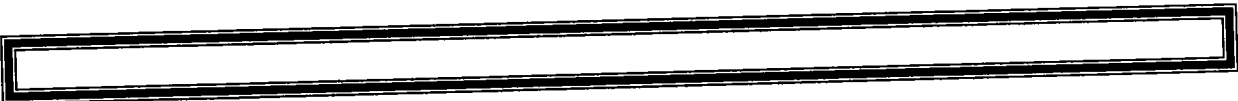
Interoffice Memorandum

October 31, 2011

TO: Ms. Joanne Diggs
Township Manager

FROM: Mr. Rich Brevogel
Director of Public Works

Reference: Contract renewal
Able Cleaning



Ms. Diggs,

I recommend that the township award a 1 year contract extension effective Jan 1 2012 through Dec 31 2012 to :

Able Cleaning
1313 Neck Road
Burlington NJ 08016

The contract will be funded through the DPW Buildings and grounds O/E Budget. The dollar amount provided by Able is \$230,000 (reduction of \$3630) and an hourly rate of \$14.10 above the contracted rate when required.

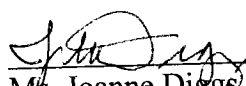
Please let me know if I can be of anymore assistance.

Sincerely,


Richard Brevogel
Director of Public Works

10/31/2011

Approved:


Ms. Joanne Diggs, Township Manager

11/2/2011

TOWNSHIP OF WILLINGBORO

Interoffice Memorandum

NOV 03 2011

~~January 20, 2010~~

NOVEMBER 2 2011

TO: Ms. Sarah Wooding
Municipal Clerk

FROM: Mr. Rich Brevogel
Director of Public Works

Reference: Resolution renewing Custodial Contract for 2012

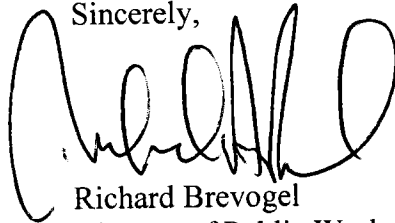


Sarah,

Ms. Diggs has authorized extending the Custodial Contract with Able Cleaning for the next year. Can we get it on the docket for the next council meeting? The approval is attached.

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

Sincerely,



Nov 2, 2011

Richard Brevogel
Director of Public Works

Richard Brevogel

From: Richard Brevogel [rbrevogel@willingborotwp.org]
Sent: Tuesday, October 18, 2011 6:56 AM
To: 'ABLE CLEANING'
Subject: RE: Fiscal Year 2012

| | | |
|------------------|------------------|--------------------------|
| Tracking: | Recipient | Read |
| | 'ABLE CLEANING' | Read: 10/18/2011 7:54 AM |

This would be reduction of \$3630. Correct?

Thanks

From: ABLE CLEANING [mailto:info@ablecleaninginc.com]
Sent: Monday, October 17, 2011 3:26 PM
To: 'Richard Brevogel'
Subject: RE: Fiscal Year 2012

Rich,
We would be grateful for the opportunity to renew. The current annual rate was 233630.00, we can go 230000.00 and additional rate of \$14.10 when requested.
Please let me know if this is what was needed.

Thank you,
Bob Phillips
Able Cleaning Service
AbleCleaningInc.com
877 225 3253

From: Richard Brevogel [mailto:rbrevogel@willingborotwp.org]
Sent: Monday, October 17, 2011 2:59 PM
To: Bob Phillips
Subject: Fiscal Year 2012

Bob,

The terms of the Custodial contract called for the option to renew with your company for two 1 year periods at the end of 2011. Can you give me an "official" number if you wish to provide the services in 2012 (Jan-Dec)? Thanks

Richard A. Brevogel
Director of Public Works
Willingboro Township
609-877-2200 Ext. 1105
609-835-0278 Fax

Sarah Wooding

From: cristal bowie [chb@armstronglawfirm.com]
Sent: Tuesday, November 15, 2011 10:17 AM
To: 'Richard Brevogel'
Cc: 'Joanne Diggs'; 'Sarah Wooding'
Subject: RE: SHARED SERVICE PUBLIC WORKS AGREEMENT
Attachments: master public works shared services agmt april 2011.doc; master public works shared services agmt 2011.pdf

11/24/11
✓
if this money should be returned

Hi Rich,
Please find attached the public works shared services agreement that should be used. I am also attaching it as a pdf so that you can forward it for use by entities. You can interchange the schedules A and B depending upon your requirements. Whenever the townships enter into one of these both municipalities should have an authorizing resolution attached to the agreement.

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

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

From: Richard Brevogel [<mailto:rbrevogel@willingborotwp.org>]
Sent: Tuesday, November 15, 2011 8:16 AM
To: 'cristal bowie'
Cc: Joanne Diggs; Sarah Wooding
Subject: RE: Able contract

Cristal,

You are right. The Able Contract was for two years. We don't need to do anything then I guess. My mistake. I am working on a schedule for the shared service agreement. Can you send me a copy of the agreement we did with Riverside? Beverly wanted to enter into the same agreement and I sent them the original agreement not the one we did with Riverside. Thanks

Rich

From: cristal bowie [<mailto:chb@armstronglawfirm.com>]
Sent: Friday, November 11, 2011 2:29 PM
To: rbrevogel@willingborotwp.org
Subject: Able contract

RESOLUTION NO. 2011—195
 AUTHORIZING CHANGE ORDER NO. 1
 NSP PROJECT---60 BUDHOLLOW LANE

WHEREAS, Willingboro Township Council by Resolution No. 2010—165 awarded a bid to J. H. Williams Ent., Inc. 231 Haines Drive, Moorestown, New Jersey 08057 in the amount of \$88,975 (base price) and \$14,850 (optional items should township decide to include them) for a total bid price of \$103,825. As per the recommendation of CGP&H's letter dated November 8, 2010; and

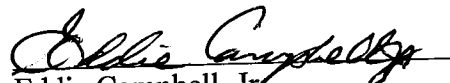
WHEREAS, the Rehabilitation Project Manager has submitted paperwork for **Change Order No. 1**, which indicated addition cost of \$2,134.72 (based on work change) for an **Adjusted Contract Amount of \$105,959.72** as per the Rehabilitation Program Manager's memo received March 30, 2011 as per Resolution 2011--64; and

WHEREAS, the Rehabilitation Project Manager has submitted paperwork for **Change Order No. 2**, which indicated subtracted cost of **\$165.43** (based on work change) for an Adjusted Contract Amount of **\$105,794.29** as per the Rehabilitation Program Manager's memo received October 11, 2011; and

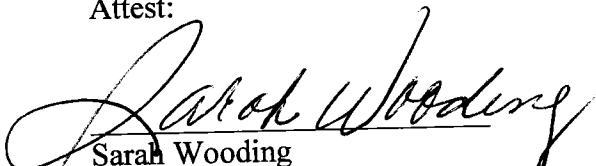
WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session of the 22nd day of November, that The above change order be approved.

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


 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 |
|-----|----|---------|--------|
| ✓ | | | |
| ✓ | | | |
| ✓ | | | |
| ✓ | | | |
| ✓ | | | |

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: 11/22/11
Resolution Number: 2011-195

Vendor: J J WILL J.H. WILLIAMS ENTERPRISES INC
231 HAINES DRIVE
MOORESTOWN, NJ 08057

Contract: CO-00013 NSP JH WILLIAMS- 60 BUDHOLLOW

| Account Number | Amount | Department Description |
|----------------|--------|------------------------|
|----------------|--------|------------------------|

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



Chief Financial Officer

Revised 10/11

**WILLINGBORO TOWNSHIP
HOUSING REHABILITATION PROGRAM**

CHANGE ORDER AUTHORIZATION

Case No. 60 Budhollow Lane

Contractor: JH Williams Enterprises
231 Haines Drive, Moorestown, NJ 08057

DESCRIPTION OF WORK – CHANGE ORDER #2

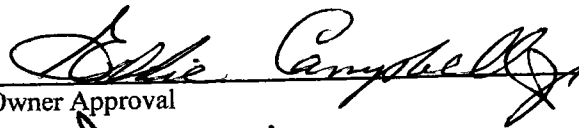
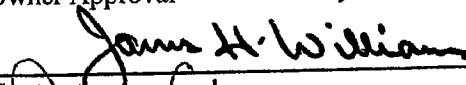
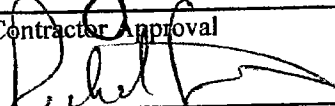
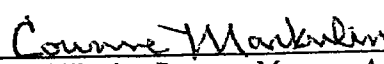
1. Delete the family room storm door (Item #6 – Exterior doors, B- Family Room Entry Door) from the scope of work. (- \$165.43)

\$ 103,825.00 Original Contract Price

\$ 2,134.72 Total of Previous Change Orders

\$ - 165.43 (-) This Change Order Amount

\$ 105,794.29 Revised Contract Price

| | | |
|---|-------|----------|
|  | _____ | Date |
| Owner Approval | | |
|  | _____ | 10/10/11 |
| Contractor Approval | | Date |
|  | _____ | 10-11-11 |
| Cost Estimator/Specifications Writer Approval | | Date |
|  | _____ | 10-11-11 |
| Rehabilitation Program Manager Approval | | Date |

B.L.

WILLINGBORO TOWNSHIP
AUTHORIZING BUDGET TRANSFER

RESOLUTION # 2011-196

WHEREAS, there are certain budget appropriation of the Township of Willingboro which are insufficient to meet the requirements for operating the affairs of the Township; and

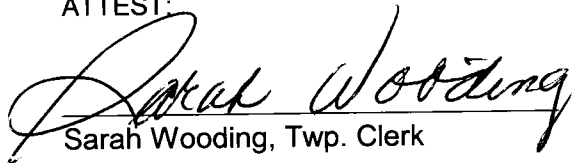
WHEREAS, there are other 2011 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

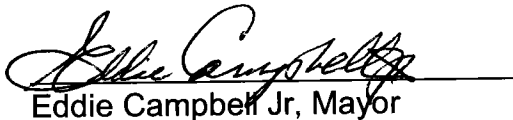
WHEREAS, the Revised Statutes 40A:4-58 provide for such transfers from such accounts that have unexpended balances to those which have insufficient balances;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of December, 2011 that the following transfers be made as attached hereto.

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

ATTEST:


Sarah Wooding, Twp. Clerk


Eddie Campbell Jr, Mayor

| <u>Description</u> | <u>Acct #</u> | <u>To</u> | <u>From</u> |
|--------------------------------|---------------------|-----------|-------------|
| <u>Transfer To:</u> | | | |
| Twp Council S/W | 1-01-20-110-110-012 | \$ | 27,120.00 |
| Legal OE | 1-01-20-155-000-140 | \$ | 175,000.00 |
| Prosecutor OE | 1-01-25-275-000-020 | \$ | 33,075.00 |
| Snow Removal | 1-01-26-290-292-020 | \$ | 14,000.00 |
| Gasoline | 1-01-31-460-000-264 | \$ | 97,000.00 |
| Public Defender OE | 1-01-43-495-000-020 | \$ | 2,350.00 |
| Bldg & Grounds OT | 1-01-26-310-000-015 | \$ | 1,200.00 |
| Housing S/W | 1-01-22-195-196-012 | \$ | 27,500.00 |
| Traffic Lights | 1-01-26-300-000-075 | \$ | 300.00 |
| Natural Gas | 1-01-31-446-000-264 | \$ | 10,000.00 |
| Debt Service-Green Acres | 1-01-45-920-000-903 | \$ | 2,671.00 |
| Pension DCRP | 1-01-36-470-000-020 | \$ | 2,500.00 |
| Zoning board OE | 1-01-21-190-000-132 | \$ | 3,000.00 |
| Accumulated Sick | 1-01-30-415-000-001 | \$ | 38,861.00 |
| Office of Aging O/E | 1-01-27-350-000-107 | \$ | 20,000.00 |
| Manager's Office OE | 1-01-20-100-101-146 | \$ | 30,000.00 |
| Purchasing S/W | 1-01-20-100-102-011 | \$ | 1,700.00 |
| Office of Aging S/W | 1-01-27-350-000-011 | \$ | 850.00 |
| <u>Transfer From:</u> | | | |
| Health Insurance | 1-01-23-220-000-171 | \$ | 169,366.00 |
| Prosecutor S/W | 1-01-25-275-000-012 | \$ | 32,211.00 |
| Construction Code Official S/W | 1-01-22-195-195-012 | \$ | 23,500.00 |
| Emergency Management O/E | 1-01-25-252-000-020 | \$ | 5,000.00 |
| Animal Control S/W | 1-01-27-340-000-011 | \$ | 20,000.00 |
| Recreation S/W | 1-01-28-370-000-013 | \$ | 20,000.00 |
| Sick Leave Incentive | 1-01-30-417-000-017 | \$ | 13,825.00 |
| EMS S/W | 1-01-25-260-000-012 | \$ | 110,000.00 |
| Social Security | 1-01-36-472-000-020 | \$ | 30,675.00 |
| Streets and Roads SW | 1-01-26-290-291-011 | \$ | 60,000.00 |
| Twp Manager S/W | 1-01-20-100-101-011 | \$ | 2,550.00 |
| | | \$ | 487,127.00 |
| | | \$ | 487,127.00 |

FL

RESOLUTION NO. 2011—197


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

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

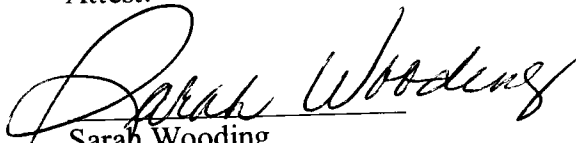
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of December 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 | ✓ | | | |
| Councilman Ayer | ✓ | | | |
| Councilman Gordon | ✓ | | | |
| Dep. Mayor Jennings | ✓ | | | |
| Mayor Campbell | ✓ | | | |

OVERPAYMENT FOR TAXES

| | |
|--|------------|
| WELLS FARGO 1 HOME CAMPUS MAC #X2302-04D ATTN: REFUNDS/FINANCIAL SUPPORT DES MOINES, IOWA 50328-0001 BLOCK 126 LOT 14 127 SOMERSET DRIVE OVERPAYMENT TAXES | \$2,151.94 |
| FIDELITY TAX, LLC PO BOX 5707 FT. LAUDERDALE, FL 33310 BLOCK 602 LOT 1 1 HALL LANE OVERPAYMENT TAXES | \$1,569.81 |
| BANK OF AMERICA/ MS: CA6-913-LB-01 PO BOX 10211 VAN NUYS, CA 91499-6089 BLOCK 327 LOT 50 146 PENNYPACKER DRIVE OVERPAYMENT TAXES | \$1,059.42 |

B.L


RESOLUTION NO. 2011--198

Authorizing the Approval of Vouchers for Payment & Ratification

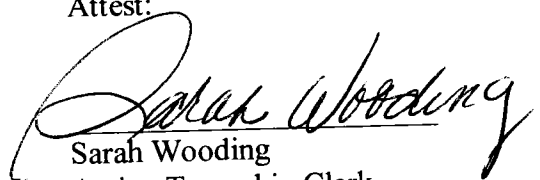
Whereas, Willingboro Township Council received the November, 2011 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 6th day of December, 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.


Eddie Campbell, Jr.
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 - 199
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 6th day of December, 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 and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension 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 PSE & G Lease / buying

equipment

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:

Rosal Wooding

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

RESOLUTION NO. 2011 - 200
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 13th day of Dec., 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.

5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- X 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 - PSE + C purchasing proposal regarding township property
- Weiss Property issue regarding easements and jug handle on BV 130.

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 Ayrer | ✓ | | | |
| Councilman Gordon | ✓ | | | |
| Dep. Mayor Jennings | ✓ | | | |
| Mayor Campbell | ✓ | | | |

RESOLUTION NO. 2011 - 200
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 13th day of Dec., 2011, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
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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 - PSE+C purchasing proposal regarding township property
- Weiss Property issue regarding easements and jug handle on R/V 130.

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 | ✓ | | | |

Resolution No. 2011--201

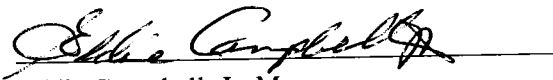
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING FUNDING FOR THE ESTABLISHMENT OF AN ECONOMIC
DEVELOPMENT CORPORATION**

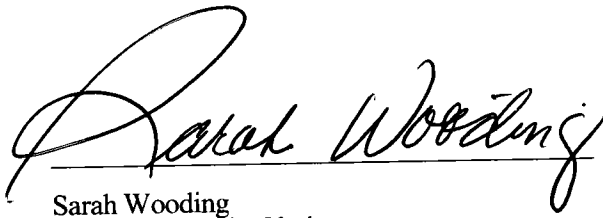
WHEREAS, The Willingboro Township Council ("Council") approved and authorized the Willingboro Economic Development Committee to submit a certificate of incorporation for the creation of an Economic Development Corporation (Resolution 2011-144); and

WHEREAS, the Township Council has determined that funds are needed to pay certain administrative costs associated with the creation and incorporation of an Economic Development Corporation(EDC).

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open public session this 13th day of December, 2011, hereby authorizes the payment of administrative costs associated with the creation of the EDC that include legal and grant writing fees;

BE IT FURTHER RESOLVED THAT: the cost will be charged to the Township's Council's special project's budget line not to exceed \$25,000.


Eddie Campbell, Jr. Mayor


Sarah Wooding
Acting Township Clerk

Resolution No. 2011--201

COPY


**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING FUNDING FOR THE ESTABLISHMENT OF AN ECONOMIC
DEVELOPMENT CORPORATION**

WHEREAS, The Willingboro Township Council ("Council") approved and authorized the Willingboro Economic Development Committee to submit a certificate of incorporation for the creation of an Economic Development Corporation (Resolution 2011-144); and

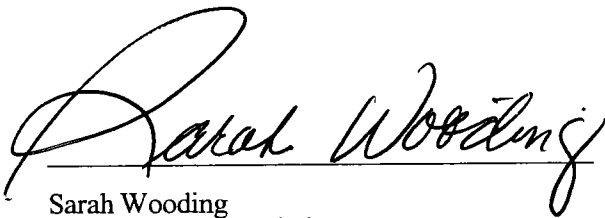
WHEREAS, the Township Council has determined that funds are needed to pay certain administrative costs associated with the creation and incorporation of an Economic Development Corporation(EDC).

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open public session this 13th day of December, 2011, hereby authorizes the payment of administrative costs associated with the creation of the EDC that include legal and grant writing fees;

BE IT FURTHER RESOLVED THAT: the cost will be charged to the Township's Council's special project's budget line not to exceed \$25,000.



Eddie Campbell, Jr. Mayor



Sarah Wooding
Acting Township Clerk