

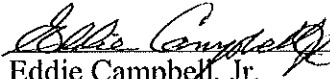
RESOLUTION NO. 2010 – 141

Authorizing the Approval of Vouchers for Payment & Ratification

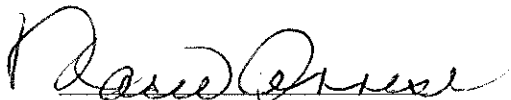
Whereas, Willingboro Township Council received the September 2010 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 12th day of Octoberer, 2010, 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:


Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2010 - 142


**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

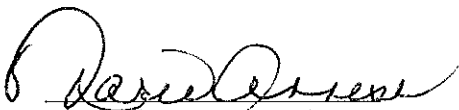
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of October, 2010, 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:


Marie Annese, RMC
Township Clerk

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

ZC REAL ESTATE TAX SERVICES 210 INTERSTATE NORTH PARKWAY SUITE 400 ATLANTA, GA 30339 BLOCK 1023 LOT 52 335 NORTHAMPTON DRIVE OVERPAYMENT TAXES	\$1,180.31
ELTG REAL ESTATE SERVICES 505 PROGRESS DRIVE SUITE 113 LINTHICUM, MD 21090 BLOCK 1102 LOT 7 35 TYLER DRIVE OVERPAYMENT TAXES	\$1,917.01
AMERICAN HOME TITLE 10 EAST STOW ROAD SUITE 50 MARLTON, NJ 08053 BLOCK 242 LOT 5 16 BARRINGTON LANE OVERPAYMENT TAXES	\$187.48
VINCENT T. & REDELL ROBINSON 15 NORMAN LANE WILLINGBORO, NJ 08046 BLOCK 1009 LOT 38 15 NORMAN LANE OVERPAYMENT TAXES	\$43.68
RICHARD & SANDRA KING 5 PEACHFIELD LANE WILLINGBORO, NJ 08046 BLOCK 332 LOT 33 5 PEACHFIELD LANE OVERPAYMENT TAXES	\$203.49

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2010 - 143**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES
AGREEMENT WITH THE COUNTY OF BURLINGTON TO ROUTE CENTRAL
COMMUNICATIONS AND 911 CALLS THROUGH BURLINGTON COUNTY OFFICE
OF EMERGENCY MANGEMENT**

WHEREAS, N.J.S.A. 40A:65-1, et seq., the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for provision of any service the units are authorized to render within their own jurisdictions known as a Shared Services Agreement ("Agreement"); and

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

WHEREAS, the Township of Willingboro desires to enter into a Shared Services Agreement with the County of Burlington to allow for the routing of Central Communications and 911 calls through the Burlington County Office of Emergency Management (hereinafter, "Agreement"); and

WHEREAS, the sharing of these services is in the public interest and will benefit the Township of Willingboro and the County of Burlington; and


WHEREAS, the County and the Township of Willingboro would maintain the mutual responsibilities as detailed in the attached Shared Services Agreement between the parties for the period of July 1, 2010 through June 30, 2013; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 12th day of October 2010, that the Mayor and the Township Clerk are hereby authorized to execute the Shared Services Agreement, as attached hereto, between the Township of Willingboro and the County of Burlington for the routing of Central Communications and 911 calls through the Burlington County office of Emergency Management.

BE IT FURTHER RESOLVED THAT the County of Burlington shall be provided with a certified copy of this Resolution for its information and attention.

Township of Willingboro



Marie Annese, Clerk, RMC



Eddie Campbell, Jr., Mayor

Res. # 403
DATE: June 23, 2010

SHARED SERVICES AGREEMENT
BETWEEN
THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON
AND
THE TOWNSHIP OF WILLINGBORO

THIS AGREEMENT made this 23rd day of June, 2010, by and between the Board of Chosen Freeholders of the COUNTY OF BURLINGTON, a body corporate and politic of the State of New Jersey, having its principal offices located at 49 Rancocas Road, Mount Holly, NJ (hereinafter referred to as "County") and the Township of Willingboro, in the County of Burlington, a municipal corporation of the State of New Jersey, having its principal offices located at One Salem Road, Willingboro, Burlington County, New Jersey 08046 (hereinafter referred to as "Entity"); and

WITNESSETH:

WHEREAS, the County has been requested by the Entity by letter of _____, 2010 attached hereto as Schedule "A" to assume responsibility for Entity's Central Communications/"911 calls" through Burlington County, Public Safety Department, Division of Central Communications; and

WHEREAS, the County has determined that a combination of Entity's request will serve as a cost savings measure through this cost sharing arrangement between County and Entity; and

WHEREAS, the County believes that providing this service to Entity will result in no detriment to the County Central Communications system and will ultimately provide a benefit to all residents of Burlington County; and

WHEREAS, such accommodation can be made to Entity pursuant to these specific terms and conditions of this Agreement; and

WHEREAS, it is the desire of the Entity and the County to enter into this agreement in order to clearly define the responsibilities and obligations of the County and the Entity in connection with the project;

WHEREAS, in order to facilitate such Agreement and allow such use, the County received the approval of Entity's participation in this Shared Services Agreement through passage of Entity Resolution # 143 -2010 as authorization by Entity on Oct. 12, 2010.

WHEREAS, the Entity has agreed to provide all indemnification and insurance requirements as requested by the County; and

WHEREAS, the County has consented to participate in this Shared Services Agreement as evidenced by the Freeholder Board's adoption of Resolution No. 403 as dated June 23, 2010 attached hereto as Schedule "C";

NOW, THEREFORE, and in consideration the County and the Entity agree as follows:

ENTITY RESPONSIBILITIES AND OBLIGATIONS

1. Entity shall provide all information and technological services to County as requested by County in order to facilitate a smooth transition of services from Entity to County.

2. Entity shall, upon request by County, provide at no charge needed facility space (within Entity's borders) to County, on an "as needed" basis, should County decide to rotate amongst facilities for Emergency Management, training, or other exercise purposes.

a. Entity shall, upon request by County, provide at no charge appropriate space on any Entity facility (i.e. roof, co-location on existing tower, water tower, etc.) for location of County equipment (i.e. antennae, dish, etc.) and/or provision of vacant space for construction by County of any needed tower, equipment, dish, etc. Provision of such space

shall be made by Entity to County at no cost to County.

3. Entity shall provide such services, on an "as needed" basis to County at no additional cost or expense pursuant to this Agreement.

4. Entity shall indemnify and hold harmless the County from any and all claim, liability or loss suffered by Entity or by County or by third persons arising as a result of the implementation of the County assuming responsibility of Entity's Central Communications/911 calls including but not limited to reasonable attorneys fees and court costs provided that such claim, liability or loss does not result from the negligent nor tortuous acts or omissions of the County, or its employees, agents or subcontractors.

5. Entity shall provide proof of commercial/general liability showing the limits of Entity's insurance. Such certificate shall be issued to the Burlington County Risk Manager at 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060.

6. The parties hereto may modify and/or amend the obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

B. COUNTY RESPONSIBILITIES AND OBLIGATIONS

The County agrees to:

1. Take any and all actions necessary to assist Township with implementation of the referenced Shared Services Agreement.

2. The County agrees to provide to the Entity routing of Central Communications/911 calls through the County's Office of Public Safety Services which processes shall be coordinated between the parties.

3. The parties hereto may modify and/or amend all obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed, attested and sealed by their respective and duly authorized officials on the date and year first

written above.

(SEAL)

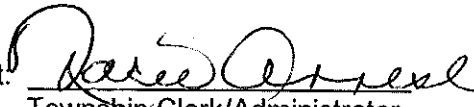
BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

Attest: _____
Paul Drayton
County Administrator

By: _____
Bruce Garganio
Freeholder Director

(SEAL)

ENTITY

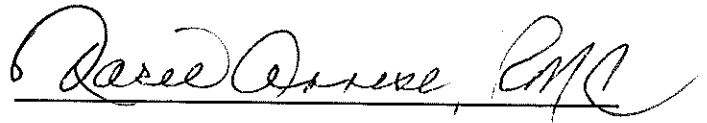
Attest:  _____
Township Clerk/Administrator

By:  _____
Mayor

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this 15th day of Oct, 2010 before me the subscriber, personally appeared MARIE ANNESE by me duly sworn on his/her oath depose and make proof to my satisfaction, that he/she is the Clerk/Administrator of the Entity in the County of Burlington, the Entity named in the within instrument; that she is the Clerk/Administrator of said Entity; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Council of said Entity; that deponent well knows the official seal of said Entity; and the official seal affixed to said instrument signed and delivered by said Clerk/Administrator, as and for his/her voluntary act and deed and as for the voluntary act and deed of said Entity, in presence of deponent, who thereupon subscribed her name thereto as witness.

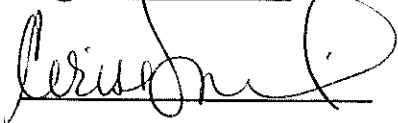


Entity Clerk/Administrator

Sworn and Subscribed to

Before me this 15th day

of October 2010.



CERISE MEISEL
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES AUGUST 26, 2012

SCHEDULE A
 LIST OF SHARED SERVICES ENTITIES FOR CENTRAL COMMUNICATIONS/"911 CALL" SERVICE
 EFFECTIVE JULY 1, 2010 TO JUNE 30, 2013

BASS RIVER TOWNSHIP
BEVERLY CITY
BORDENTOWN CITY
BORDENTOWN TOWNSHIP
BORDENTOWN TOWNSHIP FIRE DISTRICT NO. 2
BURLINGTON CITY
BURLINGTON TOWNSHIP
CHESTERFIELD TOWNSHIP
CINNAMINSON TOWNSHIP
CINNAMINSON FIRE DISTRICT #1
DELANCO TOWNSHIP
DELANCO FIRE DISTRICT #1
DELTRAN TOWNSHIP
EASTAMPTON TOWNSHIP
EASTAMPTON BOARD OF FIRE COMMISSIONERS
EDGEWATER PARK TOWNSHIP
ENDEAVOR EMERGENCY SQUAD
EVESHAM TOWNSHIP
FIELDSBORO BOROUGH
FLORENCE TOWNSHIP
FLORENCE TOWNSHIP FIRE DISTRICT NO. 1
HAINESPORT TOWNSHIP
LUMBERTON TOWNSHIP
MANSFIELD TOWNSHIP
MAPLE SHADE TOWNSHIP
MEDFORD LAKES BOROUGH
MEDFORD TOWNSHIP
MOORESTOWN TOWNSHIP
MOORESTOWN FIRE DISTRICT NO. 1
MOORESTOWN TOWNSHIP BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 2
MOUNT HOLLY TOWNSHIP
MOUNT LAUREL TOWNSHIP
MOUNT LAUREL FIRE DISTRICT #1
NEW HANOVER TOWNSHIP
NORTH HANOVER TOWNSHIP
PALMYRA BOROUGH
PEMBERTON BOROUGH
PEMBERTON TOWNSHIP
RIVERSIDE TOWNSHIP
RIVERSIDE TOWNSHIP BOARD OF FIRE COMMISSIONERS
RIVERTON BOROUGH
SHAMONG TOWNSHIP (INCLUDING INDIAN MILLS FIRE COMPANY)
SOUTHAMPTON TOWNSHIP
SPRINGFIELD TOWNSHIP
TABERNACLE TOWNSHIP
WASHINGTON TOWNSHIP
WESTAMPTON TOWNSHIP
WILLINGBORO TOWNSHIP
WOODLAND TOWNSHIP
WRIGHTSTOWN BOROUGH

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, FULL AND CORRECT COPY OF RESOLUTION NO. 405 ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ, AT ITS MEETING DATED JUN 23 2010

Public Safety

Paul Traynor
CLERK OF THE BOARD

RESOLUTION

WHEREAS, the Burlington County Board of Chosen Freeholders (hereinafter the "Board") recognizes the need to provide residents of the County and its various townships with appropriate cost savings measures and opportunities for the benefit of all residents of the County; and

WHEREAS, a number of municipalities, townships and boroughs within the County (hereinafter "Entity" or "Entities") have requested that Burlington County, through the Burlington County Department of Public Safety, Division of Central Communications, allow for routing of Central Communications and "911" calls through the Burlington County Office of Emergency Management which services are paid for and administered by Burlington County; and

WHEREAS, a number of entities have availed themselves of the opportunity of utilization of these services for a number of years; and

WHEREAS, additional entities have requested to be included within this Central Communications service whereby the Board deems it advantageous to now memorialize the specific terms and conditions of such shared services agreement between the County and the entities availing themselves of this service; and

WHEREAS, the County and the entity would maintain the mutual responsibilities as detailed in the attached Shared Services Agreement between the parties for the period of July 1, 2010 through June 30, 2013; and

WHEREAS, the County evidences its desire to enter into such Agreement through passage of this resolution; and

WHEREAS, the entities will evidence their desire to enter into such Agreement through passage of an appropriate resolution or ordinance on or before commencement of the Shared Services Agreement with the County and the entity; and

WHEREAS, the County and the entity are authorized by the "Shared Services Act", N.J.S. 40A:65-4, et seq. to enter into any contract with joint provision of any service

ADOPTED _____, 2010

CLERK

RESOLUTION

-2-

which any party to the agreement is authorized to render within its own jurisdiction;
and

WHEREAS, the parties have agreed to participate as documented in the attached Shared Services Agreement between the County of Burlington and the entity establishing the respective rights and obligations of the parties regarding this Shared Services Agreement; now, therefore, be it

RESOLVED by the Burlington County Board of Chosen Freeholders that:

1. The attached Shared Services Agreement between Burlington County Department of Public Safety, Division of Central Communications and the various entities for utilization of the Burlington County Department of Public Safety, Division of Central Communications/911 call service shall be effective for the period of July 1, 2010 through June 30, 2013.
2. The Burlington County Administrator is hereby authorized to sign, seal, execute and witness/attest the Agreement on behalf of the Board of Chosen Freeholders of the County of Burlington in accordance with the Rules of the Board.
3. The Burlington County Administrator is authorized to take any action necessary to implement the terms of the Shared Services Agreement.
4. The term of this Agreement shall be for a period of three (3) years commencing July 1, 2010 and terminating June 30, 2013.
5. All terms, conditions and responsibilities between the parties as detailed in the attached Shared Services Agreement shall remain in full force and effect.

Mary Ann O'Brien, Freeholder

ADOPTED June 23, 2010

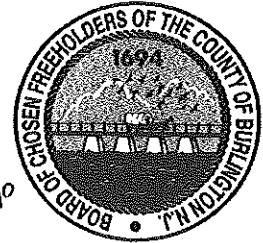
Paul Drayton,

CLERK



Public Safety Services
1 Academy Drive
Westampton, NJ 08060
Mailing Address
P.O. Box 6000
Mount Holly, N.J. 08060

Board of Chosen Freeholders
County of Burlington
New Jersey



*Copy / Submitted
9/23/10
10/5/10*

Telephone # (609) 261-3900
Fax # (609) 265-1323

September 13, 2010

SEP 20 2010
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

The Honorable Eddie Campbell, Jr.
Mayor of Township of Willingboro
One Salem Road
Willingboro, NJ 08046

Dear Mayor Campbell:

As a current user of the Burlington County Central Communications System, we feel it is important to legitimize an agreement between your municipality and the County of Burlington. Therefore, the County has developed a Master Shared Services Agreement with all of the participating municipalities. While the County just finished the process of renewing the Mutual Aid Agreement for Emergency Services, we felt it was important to create a separate agreement due to the specialized nature of service and the potential need for reciprocal services such as space, computer, telephone and radio usage should the need arise.

The Department of Public Safety Services is currently reviewing evacuation and relocation plans and may need to exercise these plans on a regular basis. A strong partnership in this process is necessary to provide continuing service for the good of the County as a whole.

The County is hopeful that you will give timely attention to the enclosed agreement and approve it as soon as possible. Please sign and notarize the agreement and return to Burlington County Public Safety Services, 1 Academy Drive, Westampton, NJ 08060-6000.

We look forward to continuing to provide outstanding service to all of our municipal agencies and supporting emergency services operations throughout Burlington County.

Should there be any questions, please call my office or County Solicitor Peter Nelson at 609-265-5289.

Sincerely yours,

Richard K. Dreby

Richard K. Dreby
Director



TOWNSHIP OF WILLINGBORO

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

October 20, 2010

Burlington County Public Safety Services
1 Academy Drive
Westampton, New Jersey 08060-6000

**Re: Burlington County Central Communications
System – Master Shared Service Agreement**

Dear Sir/Madam:

With regard to the above subject matter, attached is a certified copy of Resolution No. 2010 – 143 which was adopted by Willingboro Township Council at their meeting of October 12th. Also attached are an original and two copies of the Shared Service Agreement between the Board of Chosen Freeholders and Willingboro Township. Upon completion please provide us with one fully executed copy. -- *Received 2/16/11*

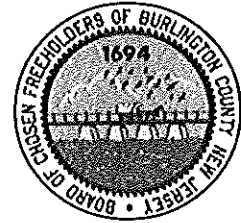
Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

Board of Chosen Freeholders
County of Burlington
New Jersey



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

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

February 15, 2011

Township of Willingboro
Attn: Marie Annese, Clerk
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Ms. Annese:

Enclosed please find a copy of a fully executed Communications/911 Call Agreement for your files.

Very truly yours,

PETER H. NELSON, ESQUIRE
BURLINGTON COUNTY SOLICITOR

By:

Carl V. Buck III
Senior Assistant County Solicitor
CBuck@co.burlington.nj.us

CVB/rl
Enclosure

cc: Gina Wheatley, Deputy Clerk
Faye Habingreither, Administrative Secretary
Richard Dreby, Director of Public Safety

Res. # 403
DATE: June 23, 2010

SHARED SERVICES AGREEMENT
BETWEEN
THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON
AND
THE TOWNSHIP OF WILLINGBORO

THIS AGREEMENT made this 23rd day of June, 2010, by and between the Board of Chosen Freeholders of the COUNTY OF BURLINGTON, a body corporate and politic of the State of New Jersey, having its principal offices located at 49 Rancocas Road, Mount Holly, NJ (hereinafter referred to as "County") and the Township of Willingboro, in the County of Burlington, a municipal corporation of the State of New Jersey, having its principal offices located at One Salem Road, Willingboro, Burlington County, New Jersey 08046 (hereinafter referred to as "Entity"); and

WITNESSETH:

WHEREAS, the County has been requested by the Entity by letter of _____, 2010 attached hereto as Schedule "A" to assume responsibility for Entity's Central Communications/"911 calls" through Burlington County, Public Safety Department, Division of Central Communications; and

WHEREAS, the County has determined that a combination of Entity's request will serve as a cost savings measure through this cost sharing arrangement between County and Entity; and

WHEREAS, the County believes that providing this service to Entity will result in no detriment to the County Central Communications system and will ultimately provide a benefit to all residents of Burlington County; and

WHEREAS, such accommodation can be made to Entity pursuant to these specific terms and conditions of this Agreement; and

WHEREAS, it is the desire of the Entity and the County to enter into this agreement in order to clearly define the responsibilities and obligations of the County and the Entity in connection with the project;

WHEREAS, in order to facilitate such Agreement and allow such use, the County received the approval of Entity's participation in this Shared Services Agreement through passage of Entity Resolution # 143 -2010 as authorization by Entity on Oct. 12, 2010.

WHEREAS, the Entity has agreed to provide all indemnification and insurance requirements as requested by the County; and

WHEREAS, the County has consented to participate in this Shared Services Agreement as evidenced by the Freeholder Board's adoption of Resolution No. 403 as dated June 23, 2010 attached hereto as Schedule "C";

NOW, THEREFORE, and in consideration the County and the Entity agree as follows:

ENTITY RESPONSIBILITIES AND OBLIGATIONS

1. Entity shall provide all information and technological services to County as requested by County in order to facilitate a smooth transition of services from Entity to County.

2. Entity shall, upon request by County, provide at no charge needed facility space (within Entity's borders) to County, on an "as needed" basis, should County decide to rotate amongst facilities for Emergency Management, training, or other exercise purposes.

a. Entity shall, upon request by County, provide at no charge appropriate space on any Entity facility (i.e. roof, co-location on existing tower, water tower, etc.) for location of County equipment (i.e. antennae, dish, etc.) and/or provision of vacant space for construction by County of any needed tower, equipment, dish, etc. Provision of such space

shall be made by Entity to County at no cost to County.

3. Entity shall provide such services, on an "as needed" basis to County at no additional cost or expense pursuant to this Agreement.

4. Entity shall indemnify and hold harmless the County from any and all claim, liability or loss suffered by Entity or by County or by third persons arising as a result of the implementation of the County assuming responsibility of Entity's Central Communications/911 calls including but not limited to reasonable attorneys fees and court costs provided that such claim, liability or loss does not result from the negligent nor tortuous acts or omissions of the County, or its employees, agents or subcontractors.

5. Entity shall provide proof of commercial/general liability showing the limits of Entity's insurance. Such certificate shall be issued to the Burlington County Risk Manager at 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060.

6. The parties hereto may modify and/or amend the obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

B. COUNTY RESPONSIBILITIES AND OBLIGATIONS

The County agrees to:

1. Take any and all actions necessary to assist Township with implementation of the referenced Shared Services Agreement.

2. The County agrees to provide to the Entity routing of Central Communications/911 calls through the County's Office of Public Safety Services which processes shall be coordinated between the parties.


3. The parties hereto may modify and/or amend all obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed, attested and sealed by their respective and duly authorized officials on the date and year first

written above.

(SEAL)


BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

Attest: 
Paul Drayton
County Administrator

By: 
Bruce Garganio
Freeholder Director

(SEAL)

ENTITY

Attest: 
Township Clerk/Administrator

By: 
Mayor

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this 15th day of Oct, 2010 before me the subscriber, personally appeared Marie Annese by me duly sworn on his/her oath depose and make proof to my satisfaction, that he/she is the Clerk/Administrator of the Entity in the County of Burlington, the Entity named in the within instrument; that she is the Clerk/Administrator of said Entity; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Council of said Entity; that deponent well knows the official seal of said Entity; and the official seal affixed to said instrument signed and delivered by said Clerk/Administrator, as and for his/her voluntary act and deed and as for the voluntary act and deed of said Entity, in presence of deponent, who thereupon subscribed her name thereto as witness.

Marie Annese, PMC

Entity Clerk/Administrator

Sworn and Subscribed to
Before me this 15th day
of October 2010.

Cerise Meisel

CERISE MEISEL
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES AUGUST 26, 2012

SCHEDULE A
 LIST OF SHARED SERVICES ENTITIES FOR CENTRAL COMMUNICATIONS/"911 CALL" SERVICE
 EFFECTIVE JULY 1, 2010 TO JUNE 30, 2013

BASS RIVER TOWNSHIP
BEVERLY CITY
BORDENTOWN CITY
BORDENTOWN TOWNSHIP
BORDENTOWN TOWNSHIP FIRE DISTRICT NO. 2
BURLINGTON CITY
BURLINGTON TOWNSHIP
CHESTERFIELD TOWNSHIP
CINNAMINSON TOWNSHIP
CINNAMINSON FIRE DISTRICT #1
DELANCO TOWNSHIP
DELANCO FIRE DISTRICT #1
DELTRAN TOWNSHIP
EASTAMPTON TOWNSHIP
EASTAMPTON BOARD OF FIRE COMMISSIONERS
EDGEWATER PARK TOWNSHIP
ENDEAVOR EMERGENCY SQUAD
EVESHAM TOWNSHIP
FIELDSBORO BOROUGH
FLORENCE TOWNSHIP
FLORENCE TOWNSHIP FIRE DISTRICT NO. 1
HAINESPORT TOWNSHIP
LUMBERTON TOWNSHIP
MANSFIELD TOWNSHIP
MAPLE SHADE TOWNSHIP
MEDFORD LAKES BOROUGH
MEDFORD TOWNSHIP
MOORESTOWN TOWNSHIP
MOORESTOWN FIRE DISTRICT NO. 1
MOORESTOWN TOWNSHIP BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 2
MOUNT HOLLY TOWNSHIP
MOUNT LAUREL TOWNSHIP
MOUNT LAUREL FIRE DISTRICT #1
NEW HANOVER TOWNSHIP
NORTH HANOVER TOWNSHIP
PALMYRA BOROUGH
PEMBERTON BOROUGH
PEMBERTON TOWNSHIP
RIVERSIDE TOWNSHIP
RIVERSIDE TOWNSHIP BOARD OF FIRE COMMISSIONERS
RIVERTON BOROUGH
SHAMONG TOWNSHIP (INCLUDING INDIAN MILLS FIRE COMPANY)
SOUTHAMPTON TOWNSHIP
SPRINGFIELD TOWNSHIP
TABERNACLE TOWNSHIP
WASHINGTON TOWNSHIP
WESTAMPTON TOWNSHIP
WILLINGBORO TOWNSHIP
WOODLAND TOWNSHIP
WRIGHTSTOWN BOROUGH

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, FULL AND CORRECT COPY OF RESOLUTION NO. 403 ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ, AT ITS MEETING DATED JUN 23 2010

Public Safety

Paul Stewart
CLERK OF THE BOARD

RESOLUTION

WHEREAS, the Burlington County Board of Chosen Freeholders (hereinafter the "Board") recognizes the need to provide residents of the County and its various townships with appropriate cost savings measures and opportunities for the benefit of all residents of the County; and

WHEREAS, a number of municipalities, townships and boroughs within the County (hereinafter "Entity" or "Entities") have requested that Burlington County, through the Burlington County Department of Public Safety, Division of Central Communications, allow for routing of Central Communications and "911" calls through the Burlington County Office of Emergency Management which services are paid for and administered by Burlington County; and

WHEREAS, a number of entities have availed themselves of the opportunity of utilization of these services for a number of years; and

WHEREAS, additional entities have requested to be included within this Central Communications service whereby the Board deems it advantageous to now memorialize the specific terms and conditions of such shared services agreement between the County and the entities availing themselves of this service; and

WHEREAS, the County and the entity would maintain the mutual responsibilities as detailed in the attached Shared Services Agreement between the parties for the period of July 1, 2010 through June 30, 2013; and

WHEREAS, the County evidences its desire to enter into such Agreement through passage of this resolution; and

WHEREAS, the entities will evidence their desire to enter into such Agreement through passage of an appropriate resolution or ordinance on or before commencement of the Shared Services Agreement with the County and the entity; and

WHEREAS, the County and the entity are authorized by the "Shared Services Act", N.J.S. 40A:65-4, et seq. to enter into any contract with joint provision of any service

ADOPTED _____, 2010

CLERK

RESOLUTION

-2-

which any party to the agreement is authorized to render within its own jurisdiction;
and

WHEREAS, the parties have agreed to participate as documented in the attached Shared Services Agreement between the County of Burlington and the entity establishing the respective rights and obligations of the parties regarding this Shared Services Agreement; now, therefore, be it

RESOLVED by the Burlington County Board of Chosen Freeholders that:

1. The attached Shared Services Agreement between Burlington County Department of Public Safety, Division of Central Communications and the various entities for utilization of the Burlington County Department of Public Safety, Division of Central Communications/911 call service shall be effective for the period of July 1, 2010 through June 30, 2013.
2. The Burlington County Administrator is hereby authorized to sign, seal, execute and witness/attest the Agreement on behalf of the Board of Chosen Freeholders of the County of Burlington in accordance with the Rules of the Board.
3. The Burlington County Administrator is authorized to take any action necessary to implement the terms of the Shared Services Agreement.
4. The term of this Agreement shall be for a period of three (3) years commencing July 1, 2010 and terminating June 30, 2013.
5. All terms, conditions and responsibilities between the parties as detailed in the attached Shared Services Agreement shall remain in full force and effect.

Mary Ann O'Brien, Freeholder

ADOPTED June 23, 2010

Paul Drayton,

CLERK

RESOLUTION NO. 2010 - 144


A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR TO EXECUTE THE TOWNSHIP'S FIRE ALARM MONITORING SERVICE AGREEMENT WITH BEVAN SECURITY SYSTEMS, INC.

WHEREAS, Willingboro Township has accepted a proposal/agreement for Fire Alarm Monitoring Service for the Municipal Building, One Salem Road, Willingboro, New Jersey from Bevan Security Systems, Inc., 30 Scott Street, Riverside, New Jersey 08075 (for payment of \$15.00 a month); and

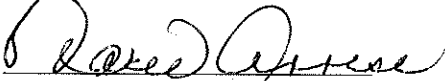
WHEREAS, it has been determined that it is in the best interest of Willingboro Township to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of October, 2010, that the Mayor is hereby authorized to execute the attached agreement; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Bevan Security Systems, Inc. for their records.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

Marie,
attached is the grant
resolution I spoke about.
I will try to send you
an electronic copy.

Thanks Kendall



BEVAN
Security System, Inc.
(856) 461-2234

30 Scott St. Riverside, NJ 08075

www.bevansecurity.com

Fax (856) 461-0044

Fire Alarm Permit# P00690

Electrical License# 16365

Burglar Alarm & Fire Alarm License# BF000167

October 1, 2010

Attn: Cedric Minter
Willingboro Twp. Municipal Building
1 Salem Road
Willingboro, NJ 08046

Dear Cedric,

Enclosed are the contracts for the fire alarm monitoring service. Please sign and return the white copy of the proposal agreement and the top two copies of the alarm monitoring service agreement. Please return the contracts immediately as the monitoring company requires that I have a signed agreement within two weeks of activation. There is an additional \$5.00 per month for not having a signed contract.

Your account number is as follows:

Receiver #127

Account #3449

Passcode: Public Works

The central station phone number is 1-866-461-2234. If you have any questions please call me at 856-461-2234. Also enclosed is a sticker. Please apply the sticker to the fire alarm control panel.

Sincerely,


Janet Bevan

Bevan Security Systems, Inc.

30 Scott Street
Riverside, New Jersey 08075
(856) 461-2234

PROPOSAL/AGREEMENT

Fire Alarm Permit# P00690
Electrical License# 16365
Burglar Alarm & Fire Alarm License# BF000167

This Agreement is made this 28th day of September, 2010, by and between Bevan Security Systems, Inc. ("Company") and Willingboro Twp. Municipal Building (Subscriber), Location of Subscriber's Premises ("Premises") 1 Salem Road, Willingboro, NJ 08046.

Subject to the terms and conditions hereinafter set forth, and acceptance to this proposal within ten (10) days, Company agrees to sell lease to Subscriber and to install dispatch service repair services per call repair service inspection service maintenance central station monitoring services a commercial residential takeover signaling system ("System"), consisting of the equipment specified on the attached Rider which is incorporated herein by reference. Note: Equipment design is subject to change by the manufacturer. Company's obligation is subject to the continued availability from the manufacturer of the equipment. Subscriber understands that additional equipment, at additional cost, can provide increased detection ability.

1. Subscriber agrees to pay Company, without set-off or reduction, the sum of _____ (\$ _____) for the installation and sale of System and of the System as follows: (a) \$ _____ Upon signing this Agreement; (b) \$ _____ Upon prevailing, if necessary; (c) \$ _____ Upon substantial completion of installation.

2. Subscriber agrees to pay Company, without set-off or reduction, the sum of Fifteen and 00/100 (\$ 15.00) per month for the lease of the system, dispatch service, inspection service, repair services, maintenance, and/or central station monitoring services, as checked above, prepaid Monthly Quarterly Semi-Annually Annually for a period of 1/12 year (s). This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one year each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date. Time is of the essence with regard to this paragraph.

3. **SUBSCRIBER AGREES AND UNDERSTANDS: THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT COMPANY, EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY COMPANY ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT EVEN IF DUE TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE EQUIPMENT, OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SYSTEM OR ANY CENTRAL STATION; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE DESIGN, SALE, LEASE, INSTALLATION, REPAIR, INSPECTION, TEST, SERVICE, MAINTENANCE, REMOTE PROGRAMMING OR MONITORING OF ANY EQUIPMENT OR SYSTEM, AND/OR THE DISPATCH OF INDIVIDUALS TO THE PREMISES, AND/OR THE FAILURE OR FAULTY OPERATION OF THE SYSTEM, EQUIPMENT OR CENTRAL STATION FACILITIES, AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF COMPANY AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM (S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, AND/OR FOR CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00, AND THIS LIABILITY SHALL BE EXCLUSIVE.**

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM COMPANY A HIGHER LIMIT OF PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER.

4. Company shall have the right to increase the charge (s) provided in paragraph 2 at any time or times after the expiration of one year from the date service is commenced under this Agreement upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change. If Subscriber is unwilling to pay any revised charge, Subscriber must notify Company in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the change unless Company rescinds the change, and thereafter Company may elect to resume the charge of the previous term thereby binding the Subscriber to the full term of this Agreement. Time is of the essence with regard to this paragraph.

5. Subscriber understands that transmission of signals from the devices with which the System is equipped ("Devices") and/or the System may be via radio telemetry, satellite transmission, cable or wire (Telephone Circuit) and that alternative or additional protection can be installed at Subscriber's request and expense. Subscriber further understands that for equipment which transmits signals via the Telephone Circuit there are various types of telephone line service, including direct wire, McCulloch Loop, Multiplex, etc., and the Devices are not infallible and Subscriber specifically acknowledges that Company does not represent or warrant that the Devices, System or the transmission of signals from the Devices or the System via satellite transmission, radio telemetry, cable or telephone line service may not be interrupted, circumvented or compromised. Unless the system is polled by computer, Subscriber understands that a digital central station communicator is a non-supervised reporting device. Telephone Circuit transmission of signals requires the telephone equipment, connection to the telephone network and the telephone line ("Telephone Equipment") to be compatible and operative with the System for a signal to be transmitted by the System and/or received by the central station; if the Telephone Equipment is not compatible or operative, unless the System is polled by computer, there is no indication of this fact at the central station. Subscriber understands no signal can be received by the central station while the Telephone Equipment remains incompatible or inoperative. Subscriber further understands that satellite transmissions, radio telemetry and radio frequency transmissions may be impaired or interrupted by ground interference and/or atmospheric conditions, including, without limitation, sun spots, electrical storms, power failures or other conditions and events beyond the control of Company and that if satellite or radio transmissions are interrupted there is no indication of this fact at the central station and no signal can be received by the central station while the interruption continues.

... expressly understood and agreed to be insurance company, insurer, or bonding company of their successors or assigns shall have any rights created by a Loan Agreement, Loan

7. Subscriber agrees to indemnify, defend and hold harmless Company from and against all claims, demands, liabilities, damages, losses and expenses, including, without limitation, attorneys' fees, which may be asserted against or incurred by company by or due to any person not a party to this Agreement, including Subscriber's insurance or bonding company, for any expense, loss or damage including, without limitation, statutory civil damages, personal injury, death and/or property damage, real and/or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, inspection, maintenance, monitoring, recording of communications, operation or non-operation of the equipment, Devices, System or central station facilities, whether due to the sole, joint or several negligence (including gross negligence) of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to claims for loss or damage occurring while an agent or employee of Company is on Subscriber's premises and caused directly and solely by the negligence of the agent or employee of Company, provided, however, that this exception shall be limited to the amount of proceeds received from Company's insurance policy (ies) applicable to the claim or action.

8. In order that company may perform the services set forth herein, Subscriber agrees to provide Company with unrestricted access to the Premises and to permit installation, repair, and/or maintenance in accordance with Company's written proposal, if any, which is incorporated herein by reference, and Company's standard practices. Company reserves the right to substitute equipment of equal or better performance at its discretion. Subscriber acknowledges that Company has no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company shall have no liability whatsoever for any damages, losses or expenses for personal injury, including death, or to real or personal property caused by or involving such hidden objects during installation, repair, service, inspection or maintenance of the System, even if due to the active or passive, sole, joint or several negligence (including gross negligence) of Company and/or its agents, servants, employees, suppliers or subcontractors. Company makes no representation, promise, warranty or guarantee of delivery and installation of equipment or commencement of services by any particular date, and Subscriber shall have no liability for any loss, damage or expense to Subscriber, including any direct, special, incidental, exemplary, punitive or consequential damages sustained by Subscriber due to any delay in delivery, installation, commencement or completion of services. In the event Subscriber is responsible for an unexcused delay in installation, of equipment, Company may, at its sole option, increase the price set forth in paragraph 1 by ten (10%) per cent per day, as liquidated damages and not as a penalty, or terminate this Agreement pursuant to paragraph 12 hereof.

9. (a) Title to all equipment shall remain at all times in Company unless sold and until fully paid. Company shall have a security interest in the equipment sold hereunder until it is fully paid, and Subscriber agrees to perform all acts which may be necessary to assure Company's security interest in the equipment. Should Subscriber default in any payment for the equipment (sale or lease), Subscriber authorizes and empowers Company to remove the equipment from the Premises, to disconnect the equipment, to render the equipment incapable of communicating with its Central Station by direct or remote programming the removal or deletion of data inputted by Company for operation of the System or through any other means and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default, and Company shall have the right to enforce all other legal remedies or rights. Furthermore, company shall be in no way obligated to repair, restore, or redecorate the Premises in the event the equipment is removed pursuant to this Agreement. Company shall in no event be liable for direct, special, incidental, exemplary, punitive or consequential expense, loss or damage to the Subscriber resulting from the exercise of such rights, whether due to the sole, joint or several negligence (including gross negligence) of Company, its agents, servants, employees, suppliers or subcontractors, and Subscriber hereby releases Company for all such foregoing expense, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the equipment shall pass to Subscriber upon delivery to the Premises. Subscriber agrees that the equipment, upon installation, shall remain personal property and in no event shall be deemed to be realty, whether affixed to the Premises or not.

(b) Upon termination of monitoring services for any reason, the receipt of signals from "run away" Systems, Systems which excessively signal Company's Central Station without apparent reason or Premises or Systems not under contract with Company, Subscriber empowers and authorizes Company to refrain from monitoring the System and/or to render the equipment incapable of communicating with its Central Station by direct or remote programming the removal or deletion of data inputted by Company for operation of the System or through any other means without any liability to Subscriber, and Subscriber hereby releases Company for all general, special, incidental, exemplary, punitive and consequential expense, loss or damage to Subscriber, whether due to the sole, joint or several negligence (including gross negligence) of Company, its agents, servants, employees, suppliers or subcontractors. If Subscriber prevents Company from exercising its rights under this Section, Subscriber agrees to pay to Company the sum of Fifty (\$50.00) Dollars for each signal from the Premises received by the Central Station, as liquidated damages, and not as a penalty, plus all damages, losses, costs and expenses including, without limitation, actual attorneys' fees and court costs incurred by Company as a party in any action at law or in equity arising out of this Section.

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 3, 7 AND 14 HEREOF. TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS CONTRACT. SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ THE FRONT AND REVERSE BEFORE SIGNING. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU, THE BUYER (CONSUMER TRANSACTION ONLY), MAY CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the date first above written.

Bevan Security Systems, Inc.
By: Randall J. Bevan
Sales Representative

Subscriber
X. [Signature]

Approved: _____
Authorized Representative