

RESOLUTION NO. 2010 - 150

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO  
AUTHORIZING PROFESSIONAL SERVICE CONTRACT  
TOWNSHIP SOLICITOR 2010**

**WHEREAS**, the Township of Willingboro requires the services of various professional service providers; and

**WHEREAS**, professional services are exempt from the requirement of public bidding pursuant to N.J.S.A.40A:11-5; and

**WHEREAS**, the Township of Willingboro has found it advisable to select professionals primarily on the basis of qualification including qualifications uniquely suited to the needs of the Township of Willingboro; and

**WHEREAS**, the Township of Willingboro has determined that it is appropriate to implement a fair and open process for the awarding of professional service contracts; and

**WHEREAS**, the Township Council of the Township of Willingboro in accordance the fair and open process has publicly noticed, solicited statements of qualifications, reviewed all submissions and interviewed qualified candidates for the professional positions; and

**WHEREAS**, the Township Council of the Township of Willingboro has determined to make appointments to the professional positions advertised and reviewed;

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

1. In accordance with N.J.S.A. 40A:11-5, the Township Council of Willingboro, assembled in public session this 12th day of October 2010, hereby directs and authorizes the Mayor and Clerk to execute a Professional Service Agreement with the following professional for the following position:

**Michael A. Armstrong, Esq. Township Solicitor**

2. The contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

3. The contract shall be paid in accordance with the salary ordinance/resolution/.


4. The contract shall be effective from January 1, 2010 to December 31, 2010

5. A notice of this action shall be printed once in the Burlington County Times.

Attest:



Marie Annesé, RMC  
Township Clerk

  
Eddie Campbell, Jr., Mayor

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

**PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT**

Between the Township of Willingboro  
And Michael Armstrong, Esquire

**THIS AGREEMENT** made this *12th* day of *October*, 2010, by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **MICHAEL A. ARMSTRONG** of the law firm of **MICHAEL A. ARMSTRONG & ASSOCIATES, L.L.C.**, 79 Mainbridge Lane, Willingboro, New Jersey 08046, (hereinafter referred to as "Solicitor").

**WHEREAS**, the Mayor and Council of the Township employed Michael A. Armstrong, Esquire to serve as the Solicitor for the Township by duly adopted Resolution No. 2010-2 at its January 1, 2010 meeting in open public session.

**WITNESSETH** that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**SECTION I – SERVICES TO BE RENDERED.**

1. The Township hereby employs Michael A. Armstrong, Esquire as its attorney for and during the period commencing January 1, 2010 and ending December 31, 2010, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Michael A. Armstrong & Associates, L.L.C., represent said Township in his absence or when he deems additional assistance necessary.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
  - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
  - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
  - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
  - D. Render opinions in writing or verbally upon any question of law submitted to him by the Township or any member thereof with respect to their official powers and duties,

## PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

And Michael Armstrong, Esquire

and perform such duties as may be necessary to provide legal counsel to the Council and Mayor in the administration of municipal affairs.

E. Supervise and direct the work of such additional attorneys and technical and professional assistants as the Mayor and Council may authorize for special or regular employment in or for the municipality.

F. Attend all regular meetings, and not more than thirty-four (34) meetings that are either special meetings, adjourned meetings, or emergency meetings of the Council.

3. The following duties of the Township Attorney shall be covered by his annual employment contract:

A. Attendance at all public meetings of the governing body as outlined in 2(F) and caucus meetings of the governing body as Mayor and Council may direct; and

### SECTION II - COMPENSATION.

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a discounted rate of One Hundred Sixty Five dollars (\$165.00) per hour, with costs for partners and associates; Seventy-Five Dollars (\$75.00) per hour for clerks and law assistants; and Forty Dollars (\$40.00) for paralegals. Said fees shall not be part of this employment contract. The annual employment amount contained in paragraph 4, hereafter, shall provide a maximum of 545.64 hours per annum of services or 45.47 hours per month. Any services in excess of 45.47 hours per month shall be considered extraordinary and be billed at the rate for non-employment services.

4. The attorney's annual employment contract shall be Ninety Two Thousand Nine Hundred dollars (\$90,000.00), which shall be paid in the form of salary and benefits. The attorney's salary shall be Ninety Thousand and Thirty Nine (\$90,039.00) dollars, payable in twenty-six (26) equal installments.

5. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses in excess of \$1.00 per item mail, all certified mail charges, travel, photocopying and any other necessary expenses.

6. Billing for legal services and cost will be submitted on a monthly basis and are payable upon receipt.

**PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT**

Between the Township of Willingboro  
And Michael Armstrong, Esquire

7. By acceptance of this Agreement, Solicitor shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.
8. Services performed by the solicitor or his firm that are billed to an escrow established by the Township to cover legal costs shall be billed at the firm's regular hourly rates for such services.

**SECTION 4. - TOWNSHIP RESPONSIBILITIES.**

The Township agrees to provide all necessary assistance in properly post auditing the accounts to insure that no over-commitments or over-expenditures will be created as a result of the efforts of the Solicitor on all authorized projects. Further the Township represents that monies are available in the amount indicated in this contract under Section 2 and that all of the Solicitor's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.


**SECTION IV - RECORDS AND PAPERS.**


All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of the Solicitor shall be and remain the property of the Township. The Solicitor shall upon termination or expiration of this contract surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Township.

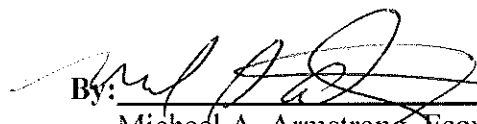
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WILLINGBORO

  
Marie Annese, Township Clerk

By:   
Eddie Campbell, Jr., Mayor

  
By: Michael A. Armstrong, Esquire  
MICHAEL A. ARMSTRONG & ASSOCIATES, LLC  
79 Mainbridge Lane  
Willingboro, New Jersey 08046

**PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT**

Between the Township of Willingboro  
And Michael Armstrong, Esquire

**P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE  
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

## PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

And Michael Armstrong, Esquire

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

RESOLUTION NO. 2010-151

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO  
AUTHORIZING THE EXECUTION OF A RIGHTS OF WAY AGREEMENT  
BETWEEN THE TOWNSHIP OF WILLINGBORO AND FIBERTECH  
NETWORKS, LLC

WHEREAS, Fibertech Networks, LLC, is seeking to enter into a right-of-way agreement for the installation of fiber optic cable in the Township that has been proposed by Fibertech Networks, LLC to serve its clients.

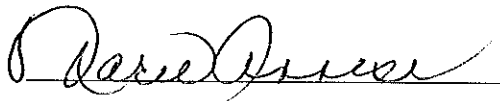
WHEREAS, The Township of Willingboro desires to support the emerging innovative technology that fiber optic cables provide to its users, and as a result has agreed to execute the Rights-of-Way Agreement with Fibertech Networks, LLC.

NOW, THEREFORE, BE IT RESOLVED in open public session on this 12<sup>th</sup> day of October, 2010, that the Mayor and Clerk are hereby authorized to execute the Rights-of-Way Agreement between the Township of Willingboro and Fibertech Networks, LLC, right of way.

BE IT FURTHER RESOLVED THAT a certified copy of this resolution shall be provided to the Fibertech Networks, LLC, for their information and attention.

  
\_\_\_\_\_

Eddie Campbell, Jr., Mayor

  
\_\_\_\_\_

Marie Annese, RMC, Clerk

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

## RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated October 12, 2010 (the "Effective Date"), and entered into by and between the Willingboro Twp "Municipality", a New Jersey municipal corporation, having its address at One Salem Rd. Willingboro, New Jersey, 08046 and Fiber Technologies Networks, L.L.C. ("Fibertech"), a New York limited liability company with offices located at 300 Meridian Centre, Rochester, New York 14618.

### RECITALS

WHEREAS, Fibertech has been approved by the New Jersey Board of Public Utilities ("NJBPU") to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket NO. TE05080683 on September 14, 2005. Pursuant to such authority granted by the Board, Fibertech may locate, place, attach, install, operate and maintain facilities within municipal rights-of-way for purposes of providing telecommunications services; and

WHEREAS, Fibertech proposed to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the public rights-of-way within the Municipality for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

WHEREAS, it is in the best interest of the Municipality and its citizenry for the Municipality to grant consent to Fibertech to occupy said public rights-of-way within the Municipality for this purpose; and



WHEREAS, the consent granted herein is for the non-exclusive use of the public rights-of-way within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system;

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Municipality and Fibertech hereby agree to and with each other as follows:

**Section 1. Definitions.**

- a. "Fibertech" is the grantee of rights under this Use Agreement and is known as Fiber Technologies Networks, L.L.C., its successors and assigns.
- b. "NJBPU" is the New Jersey Board of Public Utilities.
- c. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- d. "Rights-of-Way" means the areas devoted to passing under, over, on or through lands with public utility facilities.
- e. "Municipality" is the grantor of rights under this Use Agreement and is known as the <sup>Township of</sup> Willingboro, County of Burlington, State of New Jersey.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

**Section 2. Grant of Consent.**

The Municipality hereby grants Fibertech its municipal consent for the non-exclusive use of the public rights-of-way for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system. The consent granted

herein shall be for the performance of work within the rights-of-way of the Municipality only.

**Section 3. Public Purpose.**

It is deemed to be in the best interests of the Municipality and its citizenry, particularly including commercial and industrial citizens, for the Municipality to grant consent to Fibertech to occupy said public rights-of-way within the Municipality for this purpose.

**Section 4. Project Description.**

Any construction to be undertaken for the purposes described herein shall require prior notice by Fibertech to the Municipality. Fibertech shall fully describe the construction to be undertaken and shall coordinate and work with the appropriate Municipal departments(s) before scheduling and commencing any construction. Prior to commencing any excavation work, Fibertech or its authorized contractor shall obtain a road opening permit from the Municipality.

**Section 5. Scope of Use Agreement.**

Any and all rights expressly granted to Fibertech under this Use Agreement, which shall be exercised at Fibertech's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create

or vest in Fibertech a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of existing Utility Poles, which shall be the sole responsibility of Fibertech to undertake and obtain, the Municipality hereby authorizes and permits Fibertech to enter upon the Municipality's rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies or to be constructed by Fibertech located within the Municipality's rights-of-way as may be permitted by the public utility company or property owner, as the case may be.

**Section 6. Compliance with Ordinance.**

Fibertech shall comply with all existing ordinances of the Municipality as may be amended from time to time and with all future ordinances as may be enacted.

**Section 7. Municipal Costs.**

Fibertech agrees to pay reasonable costs incurred by the Municipality by reason of Fibertech telecommunications system, including, but not limited to, Municipality's attorneys fees for the negotiation and preparation of this Use Agreement and accompanying resolution authorizing its execution.

**Section 8. Duration of Consent.**

The non-exclusive municipal consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that Fibertech ceases to maintain its facilities, it shall remove the facilities at its cost and expense.

**Section 9. Indemnification.**

Fibertech, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Fibertech's actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Municipality in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connections with Fibertech activities pursuant to the rights granted in this Use Agreement.

**Section 10. Notices.**

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Fibertech at:

Charles B. Stockdale  
Vice President and General Counsel  
Fiber Technologies Networks, L.L.C.  
300 Meridian Centre  
Rochester, New York 14618

With a copy to:

Mario R. Rodriguez  
Director of Government Affairs  
and Facilities Access  
Fiber Technologies Networks, L.L.C.  
300 Meridian Centre  
Rochester, New York 14618

To the Municipality:

*Township of Dillingboes*

Attn: Municipal Clerk

**Section 11. Liability Insurance.**

Fibertech shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and as excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Fibertech shall file with the Municipality Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Municipality shall notify Fibertech within fifteen (15) days after the presentation of any claim or demand to the Municipality, either by suit or otherwise, made against the Municipality on account of any of Fibertech's or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

**Section 12. Assignment.**

Fibertech may not assign this Use Agreement without the written consent of the Municipality, except that Fibertech shall have the right, upon notice to the Municipality, to assign this Use Agreement without the Municipality's consent, provided, however, that such assignment is approved by the NJBPU.

**Section 13. Successors and Assigns.**

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 14. Governing Law.**

This Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

**Section 15. Incorporation of Prior Agreements.**

This Use Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

**Section 16. Modification of Agreement.**

This Use Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modifications or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

**Section 17. Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Use Agreement shall be construed

in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 18. Counterparts.**

This Use Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

**FIBER TECHNOLOGIES NETWORKS, L.L.C.**  
By: **Fibertech Networks, LLC, its sole member**

Witness

\_\_\_\_\_  
Charles B. Stockdale  
Vice President and General Counsel  
Print Name: \_\_\_\_\_  
Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ OF \_\_\_\_\_ Witness

\_\_\_\_\_  
*Eddie Campbell, Jr.*  
Print Name: Eddie Campbell, Jr.  
Mayor  
Dated: 10/13/10

\_\_\_\_\_  
*Marie Annese*  
Print Name: MARIE ANNese  
Twp. Clerk  
Dated: 10/13/10

\* \* \* Communication Result Report ( Oct. 20. 2010 9:30AM ) \* \* \*

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Date/Time: Oct. 20. 2010 9:27AM

File No.	Mode	Destination	Pg (s)	Result	Page Not Sent
5523	Memory TX	8777755	P. 7	OK	

Reason for error

- E. 1) Hang up or line fail
- E. 2) Busy
- E. 3) No answer
- E. 4) No facsimile connection
- E. 5) Exceeded max. E-mail size

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
 Phone No. (609) 877-2200 Fax No. (609) 877-1278

TELEFAX COVER SHEET

TO: Michael Armstrong Esq.  
 COMPANY: \_\_\_\_\_  
 DATE: 10/20/10  
 TO FAX NO. 877-7755  
 FROM: Marie A EXT. 1028 PAGES 7  
 SUBJECT: 2010 Res + Contract

FOR YOUR INFORMATION  PLEASE RESPOND \_\_\_\_\_

THANK YOU.





# TOWNSHIP OF WILLINGBORO

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

October 27, 2010

Charles B. Stockdale  
Vice President and General Counsel  
Fiber Technologies Networks, LLC  
300 Meridian Center  
Rochester, New York 14618

## Re: EXECUTION OF RIGHT OF WAY AGREEMENT

Dear Mr. Stockdale:

Attached is a certified copy of Resolution No. 2010 – 151 regarding the above. The resolution was adopted by Willingboro Township Council at their meeting of October 12, 2010.

Also attached are three (3) original agreements which have been signed by Mayor Campbell. It would be appreciated if you would complete the signature requirements and return two (2) fully executed agreements to this office.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

c: Mario R. Rodriguez (w/o attachments)  
Michael Armstrong, Esq. (w/o attachments)

**RESOLUTION NO. 2010 – 152**  
**A RESOLUTION REJECTING BIDS SUBMITTED FOR**  
**DISPOSAL OF LEAVES**

**WHEREAS**, the Township Council of the Township of Willingboro requested that bids be submitted for the **Disposal of Leaves**; and


**WHEREAS**, sealed bids were received, on October 13, 2010 for the disposal of leaves; and


**WHEREAS**, the Township Council of the Township of Willingboro has determined that it is in its best interest to reject all bids due to a deficiency in the bid specification document and insufficient funds allocated in the budget, as per the written recommendation of Mr. Brevogel in his letter dated October 13, 2010; and

**WHEREAS**, it appears to be in the best interest of the Township of Willingboro to reject all bids submitted, in accordance with N.J.S.A. 40A:11-13.2, whereby a contracting unit may reject all bids; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of October, 2010, that all bids submitted are hereby cancelled and /or rejected.

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

  
Eddie Campbell, Jr., Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

<b>Recorded Vote</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilman Anderson	✓			
Councilman Ayrer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

Date/Time: Oct. 14. 2010 3:28PM

File No.	Mode	Destination	Pg (s)	Result	Page Not Sent
5415	Memory TX	8777755	P. 2	OK	

Reason for error

M. 1) Hang up or line fail	E. 2) Busy
M. 3) No answer	E. 4) No facsimile connection
M. 5) Exceeded max. E-mail size	

**TOWNSHIP OF WILLINGBORO**  
 Interoffice Memorandum  
 October 13, 2010

**TO:** Ms. Joanne Diggs  
 Township Manager

**FROM:** Mr. Rich Brevogel  
 Director of Public Works

**Reference:** BID: Disposal of Leaves Willingborn Township

Ms. Diggs,  
 I recommend that the Township reject the bids received on October 13<sup>th</sup> 2010 for the following reasons:

- The bid specification needs to be clarified regarding the disposal process.
- Insufficient funds in the budget for the lowest submitted bid.

I will revise the bid specification and forward to the township clerk to be re-advertised.

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

Sincerely,  
  
 Richard Brevogel  
 Director of Public Works

Approved: \_\_\_\_\_  
 Ms. Joanne Diggs, Township Manager

Cc: Marie Anneso, Township Clerk

# TOWNSHIP OF WILLINGBORO

Interoffice Memorandum

October 13, 2010

TO: Ms. Joanne Diggs  
Township Manager

FROM: Mr. Rich Brevogel  
Director of Public Works

Reference: BID: Disposal of Leaves Willingboro Township

  
Ms. Diggs,

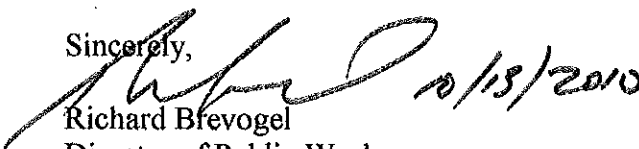
I recommend that the Township reject the bids received on October 13<sup>th</sup> 2010 for the following reasons:

- The bid specification needs to be clarified regarding the disposal process.
- Insufficient funds in the budget for the lowest submitted bid.

I will revise the bid specification and forward to the township clerk to be re-advertised.

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

Sincerely,

  
Richard Brevogel  
Director of Public Works

Approved: \_\_\_\_\_  
Ms. Joanne Diggs, Township Manager

Cc; Marie Annese, Township Clerk 

# LEAF HAULING / DISPOSAL

Bid Opening Wed., Oct 13, 2010 at 10:30 AM by Rich Brevoort

Also present were: Gerise Miesel Twp Clerk, OFFICE, Larry Hardy - P/W, Marvin

Harris - P/W, Representatives from all companies that bid.

Material Hauling & Disposal  
 Approximately 9,000  
 Loose Cubic Yards  
 Bid Price per cubic yard

	① Walnut Grove Farm LLC	② Natures Choice Corp.	③ Robert Wmzinger Bid Price	④ Sunnyside Farms (repassel - no bid)
per cubic yd.	5.94	5.90	10.40	5.00
per cubic yd.	6.54			
	✓	✓	✓	
	✓	✓	✓	
	✓	✓	✓	✓
	✓	✓	✓	✓
	✓	✓	✓	
	✓	✓	✓	
	✓	✓	✓	
	✓	✓	✓	

w/o load  
w/load

- Bid Requirements:**
- Bid Certification & Guarantee
  - Cert. Consent of Surety
  - Disclosure Statement
  - Non-Collusion
  - Affirmative Action
  - N.J. Business Registration
  - W9 Tax Form
  - Other / Cert. of Emp. Info. Rep.

Mr. Brevoort to review and make award recommendation.  
 To be copied to Council, Manager & Solicitor

/ma