2008 – Resolutions

120 - 146

Rev A
FAX
877-1791 ✓
Barbara - for acct

RESOLUTION NO. 2008 – 120

AUTHORIZING WILLINGBORO COOPERATIVE COMMUNITY TV COMMERCIAL CAMPAIGN – EGGZ INC.

WHEREAS, Willingboro Township Council adopted Res. 2007 – 86, designating Eggz, Inc., 13 Fern Avenue, Collingswood, N. J. 08108 as their Marketing Professional; and

WHEREAS, Mr. Paul Autodore, Eggz Inc. made a presentation to Willingboro Township Council at their meeting of May 13, 2008 regarding Willingboro Cooperative Community TV Commercial Campaign; and

WHEREAS, Willingboro Township Council desires to extend the contract with Eggz Inc. through December 31, 2008 in order to complete the commercial video production and Comcast media placements.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of September, 2008, that the contract retaining Eggzs Inc. as their Marketing Professional is extended through December 31, 2008 for a sum not to exceed $2,430.00.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

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: 09/02/08
Resolution Number: 2008-120

Vendor: EGGZ EGGZ INC
13 FERN AVENUE
COLLINGSWOOD, NJ 08108

Contract: C8-00009 Eggs-TV Commercial Campaign

Account Number	Amount	Department Description
8-01-27-350-000-061	2,430.00	OFFICE ON AGING
Total	2,430.00	

Only amounts for the 2008 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara L. Lodgeski

ACTING Chief Financial Officer

WILLINGBORO TOWNSHIP

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Reva Foster

COMPANY:

DATE: 9/3/08

TO FAX NO. 877-1791

FROM: Marie A EXT. 1028 PAGES 2

SUBJECT: Res 2008-120

FOR YOUR INFORMATION ✓ PLEASE RESPOND

THANK YOU.

Marie Annese

From: Reva Foster [reva_foster@willingborotwp.org]
Sent: Friday, August 15, 2008 1:06 PM
To: marie_annese@willingborotwp.org
Cc: joanne_diggs@willingborotwp.org; jacqueline_jennings@willingborotwp.org
Subject: FW: FYI for Diggs on Willingboro TV Campaign (ESTIMATE & INVOICE)
Attachments: 684-007[1].PDF; inv#7085[1].PDF

Importance: High

Marie,
Per our conversation today, I am forwarding the attached Estimate and Invoice for the Willingboro Cooperative Community TV Commercial Campaign. The invoice covers Willingboro Township commercial video production and Comcast media placements.
Please process appropriately.
Reva

From: Reva Foster [mailto:reva_foster@willingborotwp.org]
Sent: Wednesday, August 13, 2008 5:37 PM
To: 'joanne_diggs@willingborotwp.org'
Subject: FW: FYI for Diggs on Willingboro TV Campaign (ESTIMATE & INVOICE)
Importance: High

Ms. Diggs,
Just a note of reminder and to keep you informed.
The Willingboro TV Commercial Campaign is underway.
Ms. Angela Damiano has been assigned to do the video shootings.
The following businesses have paid for their commercials and will be shooting their video spots:

- **ABCO Federal Credit Union**
- **Carpet Dimensions**
- **East Park Pharmacy**
- **Melba Hair Salon**

Willingboro Township commercial video shooting dates are tentatively set with Mayor Jennings for September 2nd with a rain-date of September 15th.

The commercials will be approved before being broadcast on several major Comcast stations.
This is very exciting.
Reva

From: Paul Autodore [mailto:pautodore@eggzinc.com]
Sent: Monday, August 11, 2008 1:45 PM
To: Reva Foster
Cc: Michelle Sheppard
Subject: Willingboro TV Campaign (ESTIMATE & INVOICE)
Importance: High

Re: Willingboro Cooperative Community TV Campaign

Dear Reva,

Thank you for your help thus far... We're now ready to get started...

As such, attached please find (2) PDF documents:

(1) PDF document containing our formal ESTIMATE for the development of (2) two Willingboro commercials. (one :10-second "Come to Willingboro" Opening commercial, and one :30-second "Willingboro" commercial) - and - (1) PDF document containing our formal INVOICE.

In order to begin actual production for the Willingboro commercials, we require a signed estimate along with payment. (Estimate and Invoice attached). This is urgent.

Under separate cover, I will be sending you an e-mail introducing you to Angela Damino of GCV Productions. She will be working with you to schedule the actual commercial production in Willingboro, and to arrange phone interviews/questionnaires with the script writer.

Eggz will be supplying the following for the Willingboro spot(s):
Logo & Style Guide, brochure files, still photographic images and web access.

If you have any questions or comments after your review, please don't hesitate to contact me directly.

Again, thank you very much for efforts thus far. I am sincerely looking forward to building a successful campaign for Willingboro.

Thank you and best regards,

Paul Autodore
President + CEO

Eggz inc.
one perfect resource

Historic Collingswood Theatre'
13 Fern Avenue
Collingswood, NJ 08108
voice: 856.946.4100 xt: 2008
cell: 609-381-2626
fax: 856.946.4101
Philadelphia Office:
Two Penn Center
Suite #200
Philadelphia, PA 19102
pautodore@eggzinc.com
http://www.eggzinc.com

Eggz inc.
Creative Energy
for the Global and Web Theatres of Business.
13 Fern Avenue, Collingswood, NJ 08108
voice: 1.856.946.4100 • 1.888.476.3449
fax: 1.856.946.4101 • www.eggzinc.com

PROJECT ESTIMATE

Jacqueline Jennings, Mayor
Township of Willingboro
One Salem Road
Willingboro, NJ 08046

Date	**08/11/08**
Number	**684-007**
Revision	**Original**
AE/Team	**PWA**
Due Date:	

Name/Title: **Township of Willingboro Cable TV Campagin**

Desc/Specs: Please accept the following as our formal estimate for the Cable TV Campaign. Should you have any questions or comments after your review, please do not hesitate to call.

If you agree, please sign where indicated and fax to Eggz, Inc. at 856-946-4101 so that we may proceed without delay. Thank you and regards.

Description	Est. Hours	Estimate:
Video/Commercial Production *Includes:* •*Script writing, Music/Sound track & voice overs* •*One day location filming - up to 2-hour shoot* •*Director & production crew* •*HD editing* •*Final output* -*:10 second "Come to Willingboro" Opening Commercial* -*:30 second Willingboro "Showcase" Commercial* -*Final Willingboro Tag/Close* •*Web ready video file for township*		$ 1,448.00
Comcast Media Placement *Includes:* •*Approximate 8 Week On Air Cable Television Campaign* -*Beginning approximately Labor Day weekend 2008* -*Approximately 122,:30 second spots on the following channels:* •*Discovery Channel - Daypart: Mon-Sun 6a-12m* •*truTV - Daypart: Mon-Sun 6a-12m* •*E! - Daypart: Mon-Sun 6a-12m* •*VH1 - Daypart: Mon-Sun 6a-12m* •*BET - Daypart: Sun 6a-12m*		$ 982.00
Out of Pocket Expenditures *The following may be invoiced at time of final billing only if applicable:* •*Additional client alterations or changes other than that specified in the contract* •*Any new or stock photography, high res scanning or retouching required* •*Any messenger, courier, shipping or overnight delivery services req'd* •*Media of any kind (CDs or DVDs, etc.)*		
TOTAL		**$ 2,430.00**

Terms:
•*A 50% deposit is due in advance prior to the start of film producution.*
•*Eggz, inc. reserves the right to invoice this project at any time.*
•*Final balance payment shall be made upon completion for the two (2) commercials in advance of distribution date production prior to any air dates.*
•*An additional out of pocket expenditure invoice shall be sent post completion if applicable.*
•*Client assumes all liability and will hold Eggz, inc. harmless for any and all copyright infringement including supplied artwork and images.*
•*A 1.5% monthly service charge will be assessed on all balances not received within its terms. All accounts delinquent more than 30 days are liable for payment of all legal and collection fees incurred to recover the debt.*
•*This is an estimate only and is good for 30 days. This estimate may vary higher or lower.*

Approvals:

Mayor Jennings (SEAL) _____ Date: _____

Eggz inc.
Creative Energy
for the Global and Web Theatres of Business
13 Fern Avenue, Collingswood, NJ 08108
voice: 1.856.946.4100 • 1.888.476.3449
fax: 1.856.946.4101 • www.eggzinc.com

PROJECT INVOICE

Jacqueline Jennings, Mayor
Township of Willingboro
One Salem Road
Willingboro, NJ 08046

Number	7085
Date	08/11/08
Job Number	684-007
PO#	--
Charge#	--

Job Name: Township of Willingboro Cable TV Campagin

Description: Please accept the following as our invoice to date for the above referenced project. Should you have any questions or comments after your review, please do not hesitate to contact us. Thank you and regards.

Description	**Amount**
Video/Commercial Production *Includes:* •*Script writing, Music/Sound track & voice overs* •*One day location filming - up to 2-hour shoot* •*Director & production crew* •*HD editing* •*Final output* -*:10 second "Come to Willingboro" Opening Commercial* -*:30 second Willingboro "Showcase" Commercial* -*Final Willingboro Tag/Close* •*Web ready video file for township*	$ 1,448.00
Comcast Media Placement *Includes:* •*Approximate 8 Week On Air Cable Television Campaign* -*Beginning approximately Labor Day weekend 2008* -*Approximately 122,:30 second spots on the following channels:* •*Discovery Channel - Daypart: Mon-Sun 6a-12m* •*truTV - Daypart: Mon-Sun 6a-12m* •*E! - Daypart: Mon-Sun 6a-12m* •*VH1 - Daypart: Mon-Sun 6a-12m* •*BET - Daypart: Sun 6a-12m*	$ 982.00
TOTAL:	**$ 2,430.00**

PAYMENT TERMS: Due upon receipt

•*There will be a 1.5% monthly service charge on balances not received within 30 days. All accounts delinquent more than 60 days are liable for payment of all legal & collection fees incurred to recover the debt.*

The Willingboro Township Council Meeting of May 13, 2008 was held in Council Chambers, Municipal Complex, One Salem Road, Willingboro, New Jersey.

The meeting was called to order at 7:10 PM by Mayor Jennings.

Salute to the Flag.

Township Clerk read the required statement under the Open Public Meetings Act.

In compliance with the Open Public Meetings Act, this is to announce that adequate notice of this meeting was provided in the following manner:

On January 4 and 8, 2008, advance written notice of this meeting was posted on the bulletin board in the Municipal Complex.

On January 4 and 8, 2008, advance written notice of this meeting was sent to the Burlington County Times, Willingboro, the Trenton Times, the Philadelphia Inquirer and the Courier Post.

On January 4 and 8, 2008, advance written notice of this meeting was filed with the Township Clerk.

The Clerk is directed to enter into the minutes of this meeting this public announcement.

Roll Call:

Councilman Ayrer	Present
Councilman Campbell	Present
Councilman Ramsey	Present
Deputy Mayor Stephenson	Present
Mayor Jennings	Present

Also present were Ms. Diggs, Township Manager, Mr. Bibbs, Township Engineer and Mr. Armstrong, Township Solicitor.

Manager's Items

Marketing Update – Presentation Paul Autodore, Eggz Inc. and Joe Eisley, Comcast

Mr. Autodore had a presentation regarding Cable TV advertising involving a 10 week, on air, Cable TV campaign that will run from Labor Day to Thanksgiving highlighting and promoting the 50th anniversary, the Willingboro merchant base and perhaps the new Town Center.

Councilman Ramsey asked if they could start earlier (if approved) because the anniversary dinner is scheduled for September 28th. Mr. Autodore said this depends on merchant involvement and if we can get them motivated the media time can be bought and start earlier.

Mr. Autodore pointed out that this is a shared investment and we are able to buy a fairly large 10 week campaign at reduced rates and offer that, in turn, to the merchant base in Willingboro. For the pilot run 8 merchants are needed – 8 business owners in town – to sign up. The best part is there is no cost to the municipality.

Mr. Autodore proceeded to give the power point presentation

Items covered:

1- Examples shown (donut, event (if Council wanted to invest) and proposal for another municipality
2- Donut - Merchant Showcase Spot will cover everything needed. (Eggz will provide script writing – music – location – editing, etc.)
3 - Cable TV – provides a great venue and affordability. Campaign will blanket Burlington County and will expose everyone to the good things going on.
4 – Calendar – networks selected – time slots – programming highlights – commercials per week and cost per spot.
5 – Total campaign roughly $16,000 – half goes toward the media buy and the other half to the production of the commercials. It is roughly a $2,000 merchant investment. It is a 10 week campaign – promoting Willingboro as they promote their business.
6 – Benefits.

Mr. Autodore asked for Council's blessing, a letter and a separate publicized merchant meeting. Mr. Autodore said they would like to be able to promote this on the Willingboro website. The players involved are Eggz, Comcast, GCV Productions and Willingboro.

Mayor Jennings thanked Mr. Autodore for coming in with the presentation. Mayor and Council happy that Comcast is working with him and with Willingboro.

Mayor Jennings informed Mr. Autodore that our Jazz Festival is scheduled for September.

Mr. Autodore hoped to start in July – if they receive Council's approval.

Mr. Autodore said he had drafted a letter for the Mayor's signature. The letter would go out to all businesses in town. Ms. Diggs to handle with Ms. Foster.

Councilman Ayrer asked if he was correct - if Council wanted to advertise the 50th Anniversary and/or the Jazz Festival we would have to buy a spot. Mr. Autodore said yes. Councilman Ramsey didn't see this as a problem.

Mayor Jennings called for a motion to accept and support the presentation.

On Motion by Deputy Mayor Stephenson to accept the presentation as shared and move ahead full speed with our consultants to accomplish this tack for Willingboro and direct the Manager to send out the letter.

Councilman Ayrer asked if the motion included the notion that we would do something for us – for the township – in addition to the merchants.

Marketing Update – Presentation Paul Autodore, Eggz Inc. and Joe Eisley, Comcast
Deputy Mayor Stephenson said it includes both aspects.
Seconded by Councilman Campbell
Discussion:
Councilman Ramsey asked if, based on Councilman Ayrer's question, a second motion was needed.

Deputy Mayor Stephenson did not believe so – adding this was conceptual at this point.

Councilman Ayrer believed they would come back with something more significant for us rather than the merchants. We would want them to come back and talk to us.

Councilman Ramsey agreed.

Roll Call Vote:	Councilman Ayrer	Yes
	Councilman Campbell	Yes
	Councilman Ramsey	Yes
	Dep. Mayor Stephenson	Yes
	Mayor Jennings	Yes

Motion carried.

Aug 14, 2007

Mayor Ramsey repeated that the subject will be reviewed by Mr. Mapp and Mr. Armstrong and Mr. Armstrong will provide a written decision.

Update of Marketing Plan – Eggz, Inc.
Mr. Paul Autodore was present to provide an update. Work has been going on to develop a new brand for Willingboro. A marketing committee has been put together and they met several times and a branding questioner has been put together that was circulated. Graphics were developed for the new town brand image.

Mr. Autodore the new logo has been narrowed to two marks. The identity of the community, the look and feel of it has been honed in on and is reflected in both options. Option 1 – A Naturally Better Place To Be – presented in two solid colors, chocolate and green. The icon represents Willingboro from the environmental standpoint. Also presented was the cover of a community capability brochure which will sum up the community in a few words and will talk about living, working and playing in Willingboro as well as the opportunity that is here on many different levels. The brochure will be six panels and each panel will represent a different area.

Option 2 – Uniquely Special – sums up the community. Incorporated into the logo mark is the graphic icon or representation of water chestnut leaves which are indigenous to the area and special to the area. It ties back to the nature side of the community. The brochure cover is similar to the first presented but the logo and colors have been altered to match.

After passing around the samples provided and after some discussion it was the **consensus of Council to go with Option 1 – A Naturally Better Place To Be**. The vote was Mayor Ramsey, Deputy Mayor Jennings, Councilman Campbell and Councilman Stephenson for Option 1 and Councilman Ayrer for Option 2.

Mr. Autodore Thanked Council and added that he will get to work.

Discussion Resolutions
Elevator Subcode Official
Mr. Wallace was present. He explained to Council that when we first gave the services over to the state we only had 5 elevators in town. Now we are approaching 30 without the new construction that is proposed for Rt. 130. All the control over elevators is still at the state and if something happens – if an elevator breaks down – before they can put it back in service we have to ask the State of New Jersey to send an inspector down to do it at his leisure.

Mr. Wallace added that we happen to be fortunate enough to have one of the best elevator and subcode officials living in town and he almost volunteers because his cost will be what our fees are. It will be a complete wash. All we're doing is bringing the service back in house so we have control. When it is all said and done, if the 450 units come and

RESOLUTION NO. 2007 – 86

Whereas, Willingboro Township Council has determined that the service of a municipal marketing service is needed; and

Whereas, the Willingboro Township Council has reviewed the proposal of Eggz, Inc.; and

Whereas, the Willingboro Township Council has determined that they will designate **Eggz Inc., 13 Fern Avenue, Collingswood, NJ 08108** as their Marketing Professional; and

Whereas, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) permits the contract award by ordinance or resolution without public advertising for bids when the cost or price of any contract awarded in the aggregate does not exceed the monetary threshold for the contract year; and

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

Whereas, the duration of the contract shall be for one year through April 30, 2008.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of May, 2007, that the Mayor is authorized to execute a one year contract retaining the services of Eggz Inc. for a sum not to exceed $19,895.00.

Jeffrey E. Ramsey
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	**Yes**	**No**	**Abstain**	**Absent**
Councilman Ayrer				
Councilman Campbell				
Councilman Stephenson				
Deputy Mayor Jennings				
Mayor Ramsey				

The Willingboro Township Council Meeting of February 27, 2007, was held in the Court Conference Room, Municipal Complex, One Salem Road, Willingboro, New Jersey.

The meeting was called to order by Mayor Ramsey at 7:00 PM.

The Township Clerk read the required statement under the Open Public Meetings Act.

In compliance with the Open Public Meetings Act, this is to announce that adequate notice of this meeting was provided in the following manner:

On January 6, 2007, advance written notice of this meeting was posted on the bulletin board in the Municipal Complex.

On January 6, 2007, advance written notice of this meeting was mailed to the Burlington County Times, Willingboro, the Trenton Times, the Philadelphia Inquirer and the Courier Post.

On January 6, 2007, advance written notice of this meeting was filed with the Township Clerk.

The Clerk is directed to enter into the minutes of this meeting this public announcement.

Roll Call:	Councilman Ayrer	Present
	Councilman Campbell	Present
	Councilman Stephenson	Present
	Deputy Mayor Jennings	Present
	Mayor Ramsey	Present

Also present were Ms. Diggs, Acting Manager, Mr. Berry, Deputy Manager, Mr. Bibbs, Township Engineer and Ms. Bowie for Township Solicitor.

Mayor Ramsey called for the Manager's Items.

Manager's Items

Presentation – Eggz Inc. (Advertising & Marketing)

Deputy Manager Berry introduced Mr. Paul Autodore from Eggz Inc. Mr. Autodore did the layout work for Collingswood.

Mr. Autodore said he was the owner of a small advertising and marketing agency in Collingswood, New Jersey and he has been in business for over 15 years. He was here tonight to give a presentation on town branding. In Collingswood the company put together a two year marketing plan. The campaign included components for residential and business redevelopment and marketing.

Mr. Autodore, prior to walking Council through the presentation, asked that they consider it like a pie, with about a dozen or so slices of the pie that build on each other. Organizational chart was presented. Areas covered were:

- It cost more to do nothing.
- Development of appropriate town logo and a style guide.
- Slogan to be adopted – with meaningful strategy.

- Branding needs to be consistent – letterhead, envelopes, business cards, etc.
- Need of custom website – reflecting the new town image and identity. It needs to have easy navigation. Website address needs to be advertised and promoted adnauseam. Everything on website needs to be consistent.
- All sites created by Eggz are created with self administrative protocols – anyone within municipality can keep the website current. No one is tied into the company for edits. (Examples of websites shown.)
- Site Builder Technology – a module added to municipality website where merchants can go on line and create their own website. When launched and adopted content is forwarded to a designee who reviews and approves – before going live. If anything is inappropriate you have the option of pulling it down. There is complete control.
- School District information – portal created off of municipality site.
- Ink and Paper – community capability brochure, community newsletter, business map and venue locator and seminar and presentation material. These are the components needed to start positioning and branding the municipality.
- Newsletter is published and distributed to entire town.
- Website important – ability to provide and gather information. You want to have every residents e-mail address in case of emergencies and to communicate positive things all are working to accomplish.
- Funding can be accomplished to defer cost of printing and producing.
- Business to Community Promotion – business to business, business to consumer advertising and media planning – target advertisement, outdoor banners, new business recruitment and economic redevelopment marketing of community.
- Public Relations – need media kit (pocket folder) and press releases.
- Grant writing – state and federal money available as well as private sector.
- Complete disclosure available.

Councilman Ayrer asked how much Keyport spent on this project.

Mr. Autodore said $125,000 over a two year period. That was funded exclusively by the BID (Business Improvement District).

Mayor Ramsey agreed that we need the public relations aspect of this business. Mayor Ramsey asked what kind of money was involved for the project.

Mr. Autodore was not comfortable throwing out a number and added that there are basic things that a good marketing and branding campaign require. Mr. Autodore offered to put together his thoughts on what the foundation components are and then submit and present same to Council.

Mayor Ramsey asked of Council wanted to have Mr. Autodore put together the essentials for us.

Manager's Items
Presentation – Eggz Inc.(Advertising & Marketing) cont'd.

Mr. Autodore explained that all the work they do for municipalities is actually developed in phases. One block builds upon the other and one is utilized to promote the other. Branding is recommended – need new logo – positioning statement focused in terms of where you are headed. That needs to be advertised adnauseam.

Councilman Ayrer asked if this would be considered a professional service – can we do it without a bid.

Ms. Bowie felt that a Request for Proposals would be required.

Consensus of Council was that Mr. Autodore put something together and get back to Council within a reasonable time.

Mr. Autodore said he would be happy to do so.

Council adjourned doe a short break at 7:50 PM and reconvened at 8:00 PM.

RESOLUTION NO. 2008 – 121

Authorizing the Approval of Vouchers for Payment & Ratification

Whereas, Willingboro Township Council received the August 2008 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of September, 2008, 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.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 – 122

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

SECTION I

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 2nd day of September, 2008, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the year 2008;

The sum of **$72,000 (CDBG Project – Fencing and Gates Rockland Drive and Rancocas Creek Barrier)** which item will be available as a reimbursement of funds from the Board of Chosen Freeholders, County of Burlington.

BE IT FURTHER RESOLVED, that two certified copies of this resolution be forwarded to the Director of the Division of Local Government Services for his approval, as well as a copy to the Tax Collector/Treasurer of the Township of Willingboro.

Jacqueline Jennings
Deputy Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	**Yes**	**No**	**Abstain**	**Absent**
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

TOWNSHIP OF WILLINGBORO

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

September 5, 2008

Director
Division of Local Government Services
Department of Community Affairs
CN 803
Trenton, New Jersey 08625

Dear Director:

Attached are two certified copies of Resolution No. 2008 – 122 adopted by Willingboro Township Council at their meeting of September 2, 2008 requesting the insertion of a special item of revenue into Willingboro Township's budget.

Special item - $72,000 (CDBG Project – Fencing and Gates Rockland Drive and Rancocas Creek Barrier.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

Att.

State of New Jersey

Department of Community Affairs
Division of Local Government Services
Bureau of Financial Regulation and Assistanc
Budget 159 Report 2008

Municipality: Willingboro Township
County: Burlington
MuniCode: 338

Total Count Of 159's : 1
Sum of All Revenue : $72,000

Document # 1272138 Status: APP Resolution Date: 02-SEP-08 LGS Approval Date 29-SEP-08

Revenue Title: County of Burlington

Amount: $72,000.00

Approp. Title: Community Development Block Grant -Fencing & Gates Rockland Drive

$72,000.00

101 SOUTH BROAD STREET P.O. BOX 803 TRENTON ,NJ 08625-0803
Phone: (609)292-4806 Email: DLGS@DCA.STATE.NJ.US Fax: (609)984-7388

RESOLUTION NO. 2008 - 18

A RESOLUTION FOR APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR 2008
(Replace Fencing Rittenhouse Park)

WHEREAS, Willingboro Township Council desires to have an application submitted for Community Development Block Grant funds for 2008, for replacement of fencing in Rittenhouse Park.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 15th day of January, 2008, that the Township Manager is hereby authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application.

Attest:

Marie Annese, RMC
Township Clerk

Jan 15, 2008

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings				LATE

Resolution # 41
1/23/08

AGREEMENT FOR SUB-GRANT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Project # 0638-06

Project Description: Fence replacement at Rockland Dr. and Rancocas Creek Buffer

Date of HUD's approval: August 7, 2006

Grant amount: $72,000 Fiscal Year: 2006

THIS AGREEMENT is entered into by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic with administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 (hereinafter, "the Board" or the "County"), and, Willingboro Township, having offices located at One Salem Road, Willingboro, NJ 08046 (hereinafter referred to as "Sub-Grantee").

WITNESSETH:

WHEREAS, on the above-cited date the United States Department of Housing and Urban Development ("HUD") approved the County's application for Community Development Block Grant ("B/G") funding; and

WHEREAS, HUD approved the County's application and the Board has been designated to undertake a B/G Program during fiscal year 2006 as set forth in the Consolidated Housing and Community Development Plan / 2006 Action Plan which more fully describes the activities and use of such financial assistance; and

WHEREAS, the Sub-Grantee has requested funding from the County to undertake the Project as described in the attached Scope of Services/Contract Information forms, which are incorporated herein and made a part hereof; and

WHEREAS, the Project has been determined to be eligible for Block Grant funding if carried out in accordance with established rules and regulations promulgated by HUD for Community Development Block Grants (24 CFR Part 570) and the Sub-Grantee has covenanted and agreed to comply with said rules and regulations;

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions stated herein, the parties agree as follows:

1. Term of Agreement. This Agreement begins on the day that both parties have

signed it and ends on September 30, 2008.

2. Commitment to make Subgrant. The Board will pay to the Sub-Grantee funds not to exceed the above-stated grant amount from its Community Development Block Grant funds in accordance with the terms and conditions of this Agreement. The Board's payment shall constitute the Board's sole liability to the Sub-Grantee for the Project. The Board will pay said sum on a reimbursement basis unless the parties hereto agree otherwise. If such an agreement is made it shall be in writing and incorporated herein.

3. Sub-Grantee Responsible for other Funding. The Sub-Grantee warrants and certifies to the County that other funds needed for its Project, as described on the attached Scope of Services/Contract Information Budget Form, are available to it or will be available as needed by the Sub-Grantee for timely completion of the Project.

4. Commencement of Project. The Sub-Grantee shall notify the Office of Community Development of the date work in accordance with and pursuant to this Agreement is commenced. Said notice shall be in letter form bearing the signature of the person authorized to act for the Sub-Grantee and shall be delivered to the Office of Community Development 10 days before said date of commencement.

5. Requirements and Procedure for Payment to Sub-Grantee.

5.1 The Sub-Grantee shall submit evidence that it has made all payments for which reimbursement is requested, and the Board is not obligated to make payments to the Sub-Grantee until the Sub-Grantee has submitted a voucher to the Burlington County Office of Community Development at Post Office Box 6000, Mount Holly, NJ, 08060. In said voucher, the Sub-Grantee shall certify that the work performed under this Agreement is in conformance with the terms and conditions of this Agreement and that the Sub-Grantee is entitled to receive the amount claimed in the voucher.

5.2 The Sub-Grantee shall submit all vouchers for payment to the Burlington County Office of Community Development no later than the last day of the term of this Agreement.

5.3 When satisfied with the representations of satisfactory completion, the Coordinator of the County's Office of Community Development will submit the voucher to the Board for payment processing. The final determination of the Board shall prevail as to whether there has been satisfactory completion of the work for which the Sub-Grantee is seeking payment.

5.4. The Sub-Grantee shall submit all vouchers for payment to the Burlington County Office of Community Development no later than the last day of the term of this Agreement.

6. Compliance with Laws and Regulations. The Sub-Grantee covenants and agrees to comply with all applicable Federal Statutes and Executive Orders, as well as with Rules and Regulations promulgated by HUD. The failure of this Agreement to include mention of all such statutes, Executive Orders, rules or regulations or for copies of such statutes, Executive Orders, rules or regulations to be attached hereto shall not relieve the Sub-Grantee from compliance with them.

In particular, the Sub-Grantee shall be responsible for and agrees to comply with the following:

- Part II. A. and B. entitled "General Terms and Conditions", attached hereto and made a part hereof.

- all lawful requirements of the Board with respect to the Community Development Block Grant Program necessary to ensure that the Project is carried out in accordance with HUD's Assurances and Certifications, attached hereto and made a part hereof, as "Part III" comprised of Assurances; Certifications Regarding Lobbying; Certifications Regarding Prohibition Against Excessive Force; and Certifications Regarding Drug-Free Workplace Requirements.

- policies established by the Board pertaining to Enforcement of Spending Time Limits, use of Funds for Design Costs, Use of Unexpended Funds and Reprogramming as stated in the Policies Handbook, which the Community Development Office shall make available.

- The Sub-Grantee shall establish and maintain records as set forth in Part IV. (24 CFR Part 570.506).

6.1. Requirements for Governmental and Public entities. If the Sub-Grantee is a governmental entity or public agency, it shall comply with the following requirements and standards attached hereto and made a part hereof:

- OMB Circular A-133, "Audit of State, Local Governments and Non-Profit Organizations (as set forth in 24 CFR Part 45), as specified in Part I. A. of this Agreement; and

- OMB Circular No. A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments", as specified in Part I. B. of this Agreement; and

- Certain sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as specified in Part I. C. of this Agreement.

6.2 Requirements for Private entities. If the Sub-Grantee is not a governmental

entity, it shall comply with the following requirements and standards attached hereto and made a part hereof:

- OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", as specified in Part I. D. of this Agreement; or

- OMB Circular A-21 "Cost Principles for Educational Institutions, as specified in Part I. E. of this Agreement; or

- OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations', with exceptions as specified in Part I. F. of this Agreement; and

- OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", as specified in Part I. H.

7. Project Progress Reports. The Sub-Grantee is responsible for and agrees to submit periodic reports in the format and at such times as are specified by the Office of Community Development. Reports shall include, but may not be limited to:

a. Monthly reports on progress toward meeting the Scope of Services/Project Implementation Schedule form;

b. Monthly reports indicating progress in relation to Extent of Benefit described in Scope of Services/Contract Information form;

c. Annual report, which may include information pertinent to performance in the following areas:

- Income and demographics on project beneficiaries;
- Project accomplishments and status;
- Fair housing achievement;
- Equal employment opportunities;
- Relocation activities;
- Spending and financial status; and/or
- Total costs incurred for project activity and other financial resources used to support costs.

d. For activities involving construction, the Community Development Office shall make available a Sub-Grantees Selection/Labor Standards Handbook describing the specific procurement, reporting and other requirements and procedures with which the Sub-Grantee shall comply.

e. The Sub-Grantee agrees to furnish a copy of its Single Audit Report to the Coordinator of the County's Office of Community Development within 30 days following its completion.

8. Program Income. The Sub-Grantee shall comply with the requirements of "Program Income", as outlined in 24 CFR 570.500(a) and 570.504 so far as it is applicable, attached hereto and made a part hereof as "Part IV. B". The Sub-Grantee shall advise the Board upon its receipt of income generated in any way from its receipt or use of Block Grant funds awarded to it for the purpose of conducting the activity authorized under this Agreement. Sub-Grantees shall notify the Board within 30 days of its receipt.

8.1 Use of Program Income. In event that the Sub-Grantee desires to utilize program income, it shall make written application to the Board. The application shall state the amount of program income received to date, the amount of income expected to be earned if income is expected on a regular basis, and the use the Sub-Grantee proposes to make of it. Pending decision by the Board, Sub-Grantee shall not utilize the program income. If the Board grants the Sub-Grantee's request, program income funds shall be substantially disbursed before additional reimbursement from the Board is sought. In the event the Board declines Sub-Grantee's request, the Sub-Grantee shall pay over all program income to the Board.

8.2 Conditions of County Approval. If the Board approves Sub-Grantee's use of program income the Sub-Grantee shall use said income only for eligible activities in accordance with Block Grant requirements with any such additional conditions as the Board may impose. Program income on hand at the time of closeout shall continue to be used only for eligible activities in accordance with Block Grant requirements. Sub-Grantee shall implement any and all record keeping and reporting measures as may be required by the Board.

8.3 Unused Program Income. In the event that the Sub-Grantee's status changes, unused program income shall be paid over to the Board. In the event the Sub-Grantee receives program income after the termination or expiration of this contract, Sub-Grantee shall pay over said income to the Board.

9. Projects Concerning Real Property. In the event that this contract is for a program that involves the acquisition or improvement of real property and use of Block Grant funds therefor, the Sub-Grantee shall comply with the following provisions:

a. Sub-Grantee shall advise the Board in writing in the event that use of real property changes from the use planned at the time of acquisition or improvement; In the event that such change in use occurs prior to use of Block Grant funds by the Sub-Grantee and said change in use makes the property ineligible for use of Block Grant funds, Sub-Grantee shall not use Block Grant funds for acquiring or

improving the property.

b. The standards for Use of Real Property, as set forth in part 570.505, attached hereto and made part hereof as Part IV. C., shall apply from the date B/G funds are first spent for the property until five years after close out of the grant.

9.1. Recording of Agreement. The County shall have the right to record this Agreement.

10. Termination of Agreement. This Agreement shall terminate on the occurrence of any one of the following circumstances, whichever shall first occur:

a. Termination of this project by HUD. Upon receipt of notice of termination by HUD, the Sub-Grantee shall not incur new obligations to continue the Project unless and until it has obtained substitute financing. The date upon which the Sub-Grantee receives notice of termination shall constitute the last day for which the Board will reimburse the Sub-Grantee, unless the parties hereto agree otherwise; any such agreement shall be in writing.

b. In the event the Sub-Grantee is unable to obtain substitute financing, the Sub-Grantee shall cancel as many outstanding obligations as possible. Without respect to the foregoing, payments made to the Sub-Grantee and recovery thereof by the Board from the Sub-Grantee under this Agreement subsequent to termination of HUD funding shall be in accordance with the legal rights and liabilities of all parties of this Agreement.

c. Termination for cause under Part II. B., Paragraph V. of the "General Terms and Conditions" attached hereto and made a part hereof.

d. Termination for the convenience of the Public Body under Part II. B., Paragraph VI. of the "Terms and Conditions" attached hereto and made a part hereof.

e. Suspension or termination of this award may occur if the Sub-Grantee materially fails to comply with any term of this Agreement.

10.1 Sub-Grantee's responsibilities on Termination of Agreement. Upon termination of this Agreement, the Sub-Grantee shall transfer to the Board any B/G funds and program income on hand at that time; any accounts receivable attributable to the use of the B/G funds.

10.2 Any real property under the Sub-Grantee's control that was acquired or

improved in whole or in part with B/G funds in excess of $25,000 shall either be used to meet one of the National Objectives in 24 CFR 570.208 until five years after expiration of this Agreement or for such longer period of time as determined to be appropriate by the Board or the Sub-Grantee shall pay to the Board an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-B/G funds for acquisition of or improvement to the property.

11. Finding of Project Ineligibility. In the event that, subsequent to entering into this Agreement, it is determined that the Sub-Grantee's project is ineligible for Community Development funding, the Sub-Grantee agrees to return to the Board all moneys it has received from the Board to fund the project. The Board assumes no financial liability or responsibility for any determination by it, HUD, or the Burlington County Office of Community Development that the project for which the Sub-Grantee has received Community Development funding is eligible for HUD funding. It is the intent of this Agreement to make HUD funds awarded to the Board available to Sub-Grantees for projects eligible for Community Development Block Grant funds. It is not the intent of this Agreement for the Board to assume the expense, through the expenditure of the County funds or otherwise, of the Sub-Grantee's project.

12. Return of Funds to County. If the cost of completing the activities, as described in the scope of services is less than the total amount of Community Development Block Grant funds stated on Page 1 and a balance of funds remains upon completion of the scope of work, the balance of the allocation shall revert back to the Board.

12.1 The Sub-Grantee shall transfer to the County any B/G funds on hand at the time of the expiration of this Agreement and any accounts receivable attributable to the use of the B/G funds.

13. Insurance Requirements. The Sub-Grantee shall maintain the following policies of insurance during the term of this contract:

a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.

b. Commercial General Liability including Products/Completed Operations liability coverage for Personal Injury and Property Damage of not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) annual aggregate.

c. Comprehensive Automobile Liability insurance of not less than one million dollars ($1,000,000) combined single limit.

d. Professional Liability insurance in the amount of one million dollars

($1,000,000) for each wrongful act/two million dollars ($2,000,000) aggregate.

The Sub-Grantee shall provide a certificate(s) of insurance evidencing Sub-Grantee's policies. This certificate(s) are to be issued and mailed to:

Burlington County Board of Chosen Freeholders
49 Rancocas Road, PO Box 6000
Mt. Holly, NJ 08060-6000
Attention: Insurance & Risk Management

14. Indemnification of County. Sub-Grantee shall be solely responsible for and shall keep, save and hold harmless the Board and its servants, employees and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of personal injury, loss of life, and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to any acts or omissions of Sub-Grantee, its employees, agents and subcontractors, in the performance of the work covered by this Agreement or the failure to comply with the terms and conditions of this Agreement.

15. No Agency Intended. Sub-Grantee is and shall at all times be regarded as an independent contractor. Sub-Grantee shall not at any time act as agent for the Board or represent that Sub-Grantee has any authority to bind, obligate or speak for the Board. Nothing herein is intended nor shall any term of this Agreement be construed as creating an employer-employee relationship between the Board and Sub-Grantee or be deemed to constitute the appointment of Sub-Grantee as the Board's agent.

16. No Improper Influence on County. Sub-Grantee hereby affirms that no person has made or agreed to make on Sub-Grantee's behalf any valuable gift, whether in the form of service, loan, thing or promise to any person or any of the person's immediate family having the duty to recommend, the right to vote upon or have any other direct influence on the selection of Sub-Grantee within the two years preceding execution of this Agreement. The Board retains the right to declare Sub-Grantee in breach of this Agreement should it determine that Sub-Grantee's affirmations are untrue.

17. No Waiver by Failure to Declare Breach. The Board's failure to declare Sub-Grantee in breach of this Agreement shall not constitute waiver thereof. In addition, the failure of the Board to declare the Sub-Grantee in breach of any other contract for certain conduct that constitutes a breach of both this and any other Agreement shall not estop or prevent the Board from declaring the Sub-Grantee in breach of this Agreement.

18. Conditions of Waivers. Any waiver, consent, modification or change to this

agreement shall be effective only for the specific instance and for the specific purpose described in the writing pertaining thereto.

19. Effect of Waiver of Breach. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach.

20. Complete Agreement. This Agreement supersedes all discussions, conversations, negotiations and agreements, whether written or oral, and may be amended only by written instrument signed by both parties.

21. Conflict in Terms of Agreement. In the event that there is any conflict between any term of this Agreement and any attachments hereto or other requirements that are incorporated by reference, the one having the higher standard shall control.

22. Interpretation of Agreement. New Jersey law shall govern the interpretation and application of this Agreement.

23. Severability of Terms. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. If the County deems the invalid provision to be critical to its willingness to enter into this agreement it shall have the right to cancel this contract.

24. New Jersey Business Registration Requirements.

The following provisions apply to this Agreement unless the Sub-Grantee (a) is a not-for-profit business or (b) is a body corporate and politic of the State of New Jersey.

For the purpose of this Agreement, the following terms have the meanings stated below.

"Affiliate" means an entity that (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly or constructively controlled by another entity or (c) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in the common entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations organized as non-profit entities.

"Proof of registration" means a copy of the organization's "Business Registration

Certificate" issued by the New Jersey Treasury Department, Division of Revenue. No other form is valid.

"Subcontractor" means any business organization that (a) is not a Sub-Grantee and (b) knowingly provides goods or performs services for a Sub-Grantee or another subcontractor in the fulfillment of the Sub-Grantee's responsibilities pursuant to this Agreement.

24.1. At or before the Sub-Grantee's execution of this Agreement the Sub-Grantee shall submit proof of registration to the County.

24.2. The Sub-Grantee shall notify in writing all subcontractors that will provide services pursuant to this Agreement that each is required to provide proof of registration to the County.

24.3. Final payment pursuant to this Agreement shall not be owed to the Sub-Grantee until the Sub-Grantee has submitted (a) an accurate list of all subcontractors that provided services pursuant to this Agreement and (b) proof of registration for each or, in the alternative, the Sub-Grantee has certified that no subcontractors provided services in connection with this Agreement.

24.4. For the term of this Agreement the Sub-Grantee and each of its affiliates and subcontractors and each of the subcontractors' affiliates, N.J.S.A. 52:32-44(g)(3), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the County.

24.5. A business organization that fails provide a copy of business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided pursuant to this Agreement.

IN WITNESS WHEREOF and intending to be legally bound, the Board has caused this Agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Sub-Grantee caused this Agreement to be executed on the date reported. The signature of the Sub-Grantee's representative hereon shall constitute Sub-Grantee's warranty to the County that the Sub-Grantee, or its authorized representative, has read this contract, understands it and agrees to be bound by its terms and conditions. If the Sub-Grantee is a corporation or business partnership execution hereof for Sub-

Grantee shall constitute a representation and warranty that the making and execution of this Agreement has been duly authorized in accordance with the rules, charter, bylaws and certificate of the Sub-Grantee.

SUB-GRANTEE

Signature _____ Date: 5/5/08

Jacqueline Jennings
Signatory's typed/printed name

Attest: _____ Date: 5/5/08

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

Augustus M. Mosca
Augustus M. Mosca
County Administrator

Date: 5-16-08

Attest: Sharon Montagano

BURLINGTON COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
SCOPE OF SERVICES/CONTRACT INFORMATION
FY 2006

1. **Sub–grantee:** Willingboro Twnship
2. **Address:** One Salem Road Wilingboro, New Jersey 08046
3. **Sub-grantee Contact Person:** Patti Cnrad/Barbara Busacca

   Phone: (609)760-7407/(609)877-2200 **Fax:** (609)877-1278
4. **Project Engineer:** Duane Wallace-Construction Oficial/Wendel Bibbs
5. **Address:** One Salem Road Willingboro, New Jersey
6. **Engineer Contact Person:** Dane Wallace/Wendell Bibbs

   Phone: (609)781-3145 **Fax:** (609)877-1278
7. **The Sub-grantee authorizes the Community Development program staff to exchange information directly with the above indicated project engineer:**

   YES XX **NO** _____ **INITIALS** _____
8. **Project Description Narrative:**

   a. **Describe project activity:**

Project to include the removal of 3,068 feet of severely deteriorated chain link and split rail fence located in Census Tract 702809. The location Starts from Ruscombe Court in the rear of the townhouses and follows the rear buffer line to Ridgeview Pace.
The project will include the installation of new chain link fencing. The deteriorated fencing that is located in the project area is a buffer for the residents of Ritenhouse Park. from the ravine that leads to the Rancocas Creek. Located behind all townhouses is a walkway which residents can utilize and the fencing is located 3 feet from the walkway. Children utilize this walkway to walk to school and the current fencing is either missing totally or has holes in it . This project activity will help us to eliminate the safety issue.
Removal of exisitng chain link and split rail fence wil be removed by Willingbor Township Public Works Department.

b: Project Location – i.e.: street address(es), census track(s) and/or block group(s). Indicate nearest main road/street intersection: (Please specify Street, Avenue, Lane, Drive, etc.)

Rittenhouse Park Area-Census Tract702809 -BG 1

Ruscombe Court to Ridgeview Place

Census Tract: 702809 Block Group: 1

Census Tract: _____ Block Group: _____

c: Provide measurable units of accomplishments (e.g. 2000 lf of paving; 20 rehabilitated dwelling units; 200 lower income residents benefiting from recreational facility):

Removal of 3,068 Feet of deteriorated chain link and split rail fence

Installation of 3,068 Feet of new Chain link fencing.

Project will accomplish the elimination of safety hazards to residents of this area and any other pedestrians util;izing walkways. Elimination of unsightly and unsafe fence. Replacement will decrease constant utilization of Public WOrks to install temporary fencing. Decrease trash and debris which falls into the creek.

9. a. Area Benefit Activity:

43.4 % Low/Mod Population; or

b. Direct Benefit Activity:

% Persons or Households who are Low Income: _____; OR

Specify the Presumed Benefit Category: _____

10. Starting and Ending Dates of Project:

June 2008 - Start Date

September 2008 - End Date

11. Construction Project: Attach Engineer's Estimate of Project Costs.

SCOPE OF SERVICES/CONTRACT INFORMATION
BURLINGTON COUNTY COMMUNITY DEVELOPMENT BLACK GRANT PROGRAM
PROJECT IMPLEMETATION SCHEDULE
FY 2006

Sub-grantee: Willingboro Township

Project Activity Title: Rittenhouse Park Fence Replacement (Rancocas Creek Buffer)

Phase of Project Activity	2007 Aug	Sept	Oct	Nov	Dec	2008 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
1. Determine Specs for fence replacement											XX			
2.Publish request for bid proposals											XX			
3. Open Bid proposals and determine contractor											XX			
4.Notification of contractor award											XX			
5.All permits and paperwork submited and reviewed for approval												XX		
6. Field Inspections conducted for location and verification of removal and installation												XX		
7.Removal of deteriorated fencing by Willingboro Public Works												XX		
8. Installation of New Fencing												XX		
9. Final Ispections Conducted													XX	
10. Rittenhouse Fence Project completed.														XX

NOTE: Sub-grantees must adhere to this schedule in order to be in compliance with this Agreement. Adherence to this schedule is to be reported on monthly progress reports to be provided. Advance approval from the Community Development Office is required for deviation from this schedule. Final Voucher for reimbursement of costs must be submitted within 30 days after project completion. All project work must be completed and final vouchers submitted by September 30, 2008.

SCOPE OF SERVICES/CONTRACT INFORMATION
TOTAL PROJECT BUDGET*
BURLINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2006

Sub-grantee: Willingboro Township

Project #: 0638-06

A Budget Categories (Itemize All Project Costs)	B Community Development Share (CDBG Funds per this Agreement)	C Name of Other Sources of Funds	D Amount of Funds from Other Sources	E Total Program Budget
1. Fence Removal	XXXXXXX	Municiapl Share-Wilingboro Twp Public Works		$ 0
2. Fence Installation	$ 72, 000.00	xx	xx	$ 72,000.00
3. Engineering/Inspections spec review fees	xxx	Willingboro Twp	$ 5500.00	$ 5,500.00
4.			Total	$ 77, 500.00
5.				
6.				
7.				
8.				

Column A: List all project costs (including engineering and administration).
Column B: List amount of CDBG funding.
Column C: List all funding sources by name other than CDBG (including funds from agency/municipality, budget and other public or private sources) to be used to support project costs itemized in Column A. Other funds listed in Columns C and D must be available as needed for the project to meet the Implementation Schedule.
Column D: List amount of funding from sources listed in Column C.
Column E. Totals

RESOLUTION NO. 2008 - 123

A RESOLUTION AWARDING A BID FOR INSTALLATION OF FENCING AND GATES ON TRACK KNOWN AS RITTENHOUSE PARK – ROCKLAND DRIVE AND RANCOCAS CREEK BARRIER (CDBG PROJECT #0638-06)

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for **FENCING AND GATES ON TRACK KNOWN AS RITTENHOUSE PARK – ROCKLAND DRIVE AND RANCOCAS CREEK BARRIER,** and

WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Hazelet Security Fence Co., 1204 Madison Avenue, Point Pleasant, New Jersey 08742** in the amount **$147,928 (Grant amount $72,000 and Township $75,928)** and

WHEREAS, the completion of this project will aid the Township with regard to the Storm Water Management Plan; and

WHEREAS, funds are available for the purpose as indicated by the attached .

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of September, 2008, that the bid be accepted as per the attached bid return sheet and recommendation; and

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

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: 09/02/08
Resolution Number: 2008-123

Vendor: HAZELET HAZELET SECURITY FENCE CO.
1204 MADISON AVE
POINT PLEASANT, NJ 08742

Contract: C8-00008 Hazelet-Rockland Dr Fence proj

Account Number	Amount	Department Description
C-04-55-906-007-907	75,928.00	GENERAL CAPITAL 2006
G-01-41-869-000-299	72,000.00	CDBG ROCKLAND DR FENCING
Total	147,928.00	

Only amounts for the 2008 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara Lightfoot
Acting Chief Financial Officer

Memo

Copies of Prop for Carrie & Folders & file

To: Marie Annese

From: Duane Wallace

Date: September 2, 2008

Re: Bid Award for Fence Grant Proposal

After review of the bids that were submitted for the installation of fencing for Rittenhouse Park, the selection of Hazelet Security Fencing has been determined to be the lowest responsible bidder.

Three bids were submitted and one company withdrew their bid due to mathematical errors.

Due to the amount of the lowest bid, the county was contacted, in an attempt to obtain additional funds. Karen Trommelen, Grants Supervisor stated that the two (2) bids are acceptable and that no further funding is available through the Grant. However, funding is available through capital improvements for Stormwater Management.

Please forward any paperwork that is sent to the contractor to our office ASAP, this project must get started prior to September 30, 2008.

INSTALLATION OF FENCING AND GATES ON TRACK OF LAND KNOWN AS RITTENHOUSE PARK – ROCKLAND DRIVE AND RANCOCAS CREEK BUFFER

Bid Opening Friday, August 15, 2008 AT 10:30 AM by Marie .Annese, Township Clerk
Also present were: Ms. Barbara Busacca, Inspections Dept and representative fro Highway Safety & Paramount Ent.

Bidder Name:	Highway Safety Systems Bid	Paramount Ent. Bid	Hazelet Security Bid
General Conditions			
Demolition			
Concrete/Masonr			
Metals	(Fencing) $153,897.26		
HVAC			
Plumbing			
Electrical		8/15/08	
Fire Detection		IN DRAWN ERROR	
TOTAL LUMP SUM	$153,897.26	~~$85,007.00~~	$147,928.00

RESOLUTION NO. 2008-124
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 2nd day of September, 2008, 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 Potential Contract Negotiations For Shared Service with School Board and Personnel

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

TOWNSHIP OF WILLINGBORO

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 – 125

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 9th day of September, 2008, 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.

Dr. Paul L. Stephenson
Deputy Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings				✓

GARDEN STAT ABSTRACT 1551.41
112 J. CENTER BLVD.
MARLTON, NJ 08053
17 HEATH LANE
BLOCK 619
LOT 21
OVERPAYMENT TAXES

RESOLUTION NO. 2008 - 126
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 9th day of September, 2008, 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 4 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 Litigation - Willingboro Equities v. Willingboro Township/Proposed Settlement and Personnel

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

Dr. Paul L. Stephenson, Deputy Mayor

Attest:

Marie Annese, RMC
Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings				✓

RESOLUTION NO. 2008 - 127

A RRESOLUTION AWARDING A BID FOR DEPARTMENT OF PUBLIC WORKS GARAGE BUILDING

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the above referenced project; and

WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Ranco Construction Inc., 2800 Sylon Blvd., Hainesport, New Jersey 08036 in the amount of $2,354,000.00 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 23rd day of September, 2008, that the bid be accepted as per the attached recommendation of the Township Engineer.

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

Jacqueline Jennings
Mayor

Attest:
Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

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: 09/23/08
Resolution Number: 2008-127

Vendor: RANCO RANCO CONSTRUCTION INC
2800 SYLON BLVD
HAINESPORT, NJ 08036

Contract: C8-00010 RANCO-PW GARAGE CONSTRUCTION

Account Number	Amount	Department Description
C-04-55-905-002-907	899,123.58	GENERAL CAPITAL 2005
C-04-55-905-002-908	724,369.61	GENERAL CAPITAL 2005
C-04-55-906-005-905	520,436.31	GENERAL CAPITAL 2006
C-04-55-907-000-912	210,070.50	GENERAL CAPITAL 2007
Total	2,354,000.00	

Only amounts for the 2008 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

ACTING 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
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
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

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 2
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
243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

August 18, 2008

Ms. Marie Annese, Clerk
Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

RE: Township of Willingboro
Department of Public Works Garage Building
Our File #0338-T-062

Dear Ms. Annese:

We have tabulated the bids received on August 1, 2008, with reference to the above-captioned project and find the low bidder to be Blackman & Company. However, we found the following errors and / or problem(s) with Blackman & Company's bid:

- The bid form for the base bid items 1 through 7 indicates the bid amount to be $2,375,000.00 written in numerical figures,
- Secondly, the bid form indicates the amount to be "Two Million Three Hundred Seventy Five Dollars" written in words.
- Additionally, the sum of the unit prices submitted on the bid form total to $2,017,625.00.
- Receipt of Addendum No. 3 was not acknowledged, nor was Addendum No. 3 returned in the bid documents.

Therefore, it is our opinion that the bid submitted by Blackman & Company should be considered to be non-responsive.

A copy of the tabulation is enclosed for your review.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest *responsible* bidder, who appears to be Ranco Construction Inc., 2800 Sylon Blvd., Hainesport, NJ 08036 in the amount of $2,354,000.00, representing the base bid.

By copy of this letter, we will submit this information to the Township Solicitor's office for their review and concurrence. The award should also be contingent upon the approval of your Solicitor, and availability of funds.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

K. Wendell Bibbs, P.E., C.M.E.
Senior Associate

KWB/DM/ld
Enclosures

cc: Joanne Diggs, Township Manager
Michael Armstrong, Township Solicitor
Richard Brevogel, Director Public Works

T:\Transportation_Bridge\Willingboro Township\0338T062 - DPW Garage Building\Specs\Rec. to award Ltr 08-18-08.DOC

BIDFORM

Pursuant to and in compliance with your Advertisement for Bids dated April 21, 2008, 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 **Department of Public Works Garage Building**, 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: **Two Hundred and Seventy (270)** 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

Item	Quantity	Units	Description	Unit Price	Amount
1	1	LS	Civil/Site Work: (Complete & Installed) any and all work items related to the site including demolition, decommissioning, removal and service connection of all utilities; all electrical site work and equipment; oil storage tank and oil water separator; site grading; all storm drainage systems and structures; concrete sidewalk and curb; roadway pavement, striping and signage; and site restoration.	$ 440,000.	$ 440,000.
2	1	LS	Electrical Work: (Complete & Installed), Including any and all appurtenance necessary to service the building, garage bays, vehicle wash system and equipment.	$ 321,000.	$ 321,000.
3	1	LS	Mechanical Work: (Complete & Installed), Including any and all appurtenances necessary for a fully functioned HVAC system.	$ 152,300.	$ 152,300.

Item	Quantity	Units	Description	Unit Price	Amount
4	1	LS	Plumbing Work: (Complete & Installed), Including any and all appurtenances necessary for all the water and sanitary piping system and equipment for the building, garage bays and vehicle wash system.	$ 151,000.	$ 151,000.
5	1	LS	Structural Work: (Complete & Installed), Including any and all appurtenances necessary for the foundations, framing and roofing system of the building, garage bays and vehicle wash system.	$ 370,000.	$ 370,000.
6	1	LS	Architectural Work: (Complete & Installed), Including any and all appurtenances necessary for the masonry, finishes and equipment of the building, garage bays and vehicle wash system.	$ 533,325.	$ 533,325.
7	1	LS	Owners Allocation/Allotment for Unforeseen Conditions and/or Repairs. As Authorized and Approved by the Engineer (If & Where Directed).	$50,000.00	$50,000.00
			Total Amount Bid Based on Estimated Quantities, Items #1 - #7, Inclusive plus G.C., OH, & Profit	$	$ 2,375,000.

cd

Two Million Three Hundred Seventy Five Dollars

TOTAL AMOUNT BID WRITTEN OUT

Pres. CHARLES BLACKMAN, PRESIDENT

SIGNATURE **NAME & TITLE (TYPE OR PRINT)**

8/1/08 BLACKMAN & Co, Inc.

BID DATE **COMPANY NAME**

Item	Quantity	Units	Description	Unit Price	Amount
4	1	LS	Plumbing Work: (Complete & Installed), Including any and all appurtenances necessary for all the water and sanitary piping system and equipment for the building, garage bays and vehicle wash system.	$ 151,000.	$ 151,000.
5	1	LS	Structural Work: (Complete & Installed), Including any and all appurtenances necessary for the foundations, framing and roofing system of the building, garage bays and vehicle wash system.	$ 370,000.	$ 370,000.
6	1	LS	Architectural Work: (Complete & Installed), Including any and all appurtenances necessary for the masonry, finishes and equipment of the building, garage bays and vehicle wash system.	$ 533,325.	$ 533,325.
7	1	LS	Owners Allocation/Allotment for Unforeseen Conditions and/or Repairs. As Authorized and Approved by the Engineer (If & Where Directed).	$50,000.00	$50,000.00
			Total Amount Bid Based on Estimated Quantities, Items #1 - #7, Inclusive	$	$2,418,000.00

two million four hundred & eighteen thousand dollars

TOTAL AMOUNT BID WRITTEN OUT

SIGNATURE **NAME & TITLE (TYPE OR PRINT)**

BID DATE **COMPANY NAME**

MEMORANDUM

TO: K. Wendell Bibbs
Frank J. Seney

FROM: Elaine E.Lashley

RE: Township of Willingboro
DPW Public Works Garage Building
R&V Project No.: 0338T062

DATE: August 5, 2008

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

In the bid submitted by Blackman & Company, there is no acknowledgement of receipt of changes for Addendum No. 3, nor was Addendum No. 3 returned in the bid packet. There is also a mathematical error in the bid form submitted by Blackman & Co. The correct total of line items 1 thru 7 is $2,017,625.00, whereas $2,375,000.00 was submitted in *figures,* and the total *written* bid amount was *"Two Million Three Hundred Seventy Five Dollars.* "

The Public Works Contractor Registration Certificate submitted by Coastal Land Contractors for subcontractor Vincent J. Borelli, Inc. has expired.

A copy of the bid tabulation has been attached for your review. The list of successful bidders is as follows:

CONTRACTOR	BASE BID AMOUNT
Blackman & Company	$2,017,625.00
Ranco Construction Inc.	$2,354,000.00
Dolan Mechanical, Inc.	$2,398,000.00
RMS Construction, Inc.	$2,425,000.00
Eagle Construction Services, Inc.	$2,449,514.00
Straga Brothers, Inc.	$2,655,000.00
Newport Construction Corp.	$2,797,000.00
SBN Enterprises, Inc.	$2,766,000.00
Coastal Land Contractors, Inc.	$3,290,000.00
The average bid price is:	$2,572,459.89
Engineer's Estimate for this project:	$2,200,000.00
The low bidder is:	Blackman & Company
The high bidder is:	Coastal Land Contractors, Inc.

Marie Annese

From: Wendell_Bibbs@rve.com
Sent: Thursday, September 11, 2008 3:04 PM
To: cristal bowie
Cc: 'Michael A. Armstrong'; 'Marie Annese'; rich_Brevogel@willingborotwp.org; Dena_Moore/rve@rve.com
Subject: Re: Public Works garage bid tabulation

OK! Thanks!

K. Wendell Bibbs, PE, CME
Senior Associate, North Jersey Regional Manager Remington & Vernick Engineers, Inc.
15-33 Halsted Street, Suite 204
East Orange, NJ 07018
Phone: (973) 323-3065
Fax: (973) 323-3068
Email: wbibbs@rve.com

"cristal bowie" <chb@armstronglaw firm.com>
09/11/2008 02:51 PM

To: "'Wendell Bibbs'" <Wendell Bibbs@rve.com>, "'Marie Annese'" <marie annese@willingborotwp.org>
cc: "'Michael A. Armstrong'" <maa@armstronglawfirm.com>
Subject: Public Works garage bid tabulation

Your file No. 0338-T-062

Dear Wendell, Pursuant to your telephone call today regarding the status of this review, this letter came in while we were out of the office. However, I reviewed Wendell's memorandum and the attachments and agree with his conclusion that due to the errors and omissions in the lowest bidder's submission, the second lowest responsible bidder Ranco Construction should be awarded the contract.

Cristal Holmes-Bowie, Esquire

Michael A. Armstrong & Associates LLC

79 Mainbridge Lane

Willingboro, NJ 08046

ph: 609-877-5511

fax: 609-877-7755

R V REMINGTON & VERNICK ENGINEERS
BID TABULATION

PROJECT NAME:
DEPARTMENT OF PUBLIC WORKS BUILDING
PROJECT NUMBER:
0338T062
CLIENT:
TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS		Blackman & Company 2 W. Evesham Road Cherry Hill, NJ 08003 (856-795-0001) ((BB, CS, SS, etc.)) UNITS PRICE	TOTAL	AS BID	Ranco Construction Inc. 2800 Sylon Boulevard Hainesport, NJ 08036 (609-702-7577) ((BB, CS, SS, etc.)) UNITS PRICE	TOTAL	Dol 638 Sic (85 ((BB,
1	Civil/Site Work: (Complete & Installed) any and all work items related to the site including demolition, decommissioning, removal and service connection of all utilities; all electrical site work and equipment; oil storage tank and oil water separator; site grading; all storm drainage systems and structures; concrete sidewalk and curb; roadway pavement, striping and signage; and site restoration.	1	LS	$440,000.00	$440,000.00		$450,000.00	$450,000.00	$
2	Electrical Work: (Complete & Installed), Including any and all appurtenance necessary to service the building, garage bays, vehicle wash system and equipment.	1	LS	$321,000.00	$321,000.00		$230,000.00	$230,000.00	$:
3	Mechanical Work: (Complete & Installed), Including any and all appurtenances necessary for a fully functioned HVAC system.	1	LS	$152,300.00	$152,300.00		$110,000.00	$110,000.00	$:
4	Plumbing Work: (Complete & Installed), Including any and all appurtenances necessary for all the water and sanitary piping system and equipment for the building, garage bays and vehicle wash system.	1	LS	$151,000.00	$151,000.00		$225,000.00	$225,000.00	$:
5	Structural Work: (Complete & Installed), Including any and all appurtenances necessary for the foundations, framing and roofing system of the building, garage bays and vehicle wash system.	1	LS	$370,000.00	$370,000.00		$335,000.00	$335,000.00	$5

R V REMINGTON & VERNICK ENGINEERS
BID TABULATION

PROJECT NAME:
DEPARTMENT OF PUBLIC WORKS BUILDING
PROJECT NUMBER:
0338T062
CLIENT:
TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS		Blackman & Company 2 W. Evesham Road Cherry Hill, NJ 08003 (856-795-0001) ((BB, CS, SS, etc.))			Ranco Construction Inc. 2800 Sylon Boulevard Hainesport, NJ 08036 (609-702-7577) ((BB, CS, SS, etc.))		Dolan 638 Jc Sickle (856- ((BB, CS
				UNITS PRICE	TOTAL	AS BID	UNITS PRICE	TOTAL	
6	Architectural Work: (Complete & Installed), Including any and all appurtenances necessary for the masonry, finishes and equipment of the building, garage bays and vehicle wash system.	1	LS	$533,325.00	$533,325.00		$954,000.00	$954,000.00	$3
7	Owners Allocation/Allotment for Unforeseen Conditions and/or Repairs. As Authorized and Approved by the Engineer (If & Where Directed).	1	LS	$50,000.00	$50,000.00		$50,000.00	$50,000.00	$
	TOTAL CONSTRUCTION COST				**$2,017,625.00**	**$2,375,000.00** *		**$2,354,000.00**	

*** $2,375,000.00 was submitted in figures, however, the *written* amount submitted is "Two Million Three Hundred Seventy Five Dollars."**

REMINGTON & VERNICK ENGINEERS
BID TABULATION

PROJECT NAME:
DEPARTMENT OF PUBLIC WORKS BUILDING
PROJECT NUMBER:
0338T062
CLIENT:
TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS		Straga Brothers, Inc. P. O. Box 216 Glassboro, NJ 08028 (856-881-7960) ((BB, CS, SS, etc.))		Newport Construction Corp. 5032 Marlton Pike Pennsauken, NJ 08109 (856-662-9500) ((BB, CS, SS, etc.))	
				UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	Civil/Site Work: (Complete & Installed) any and all work items related to the site including demolition, decommissioning, removal and service connection of all utilities; all electrical site work and equipment; oil storage tank and oil water separator; site grading; all storm drainage systems and structures; concrete sidewalk and curb; roadway pavement, striping and signage; and site restoration.	1	LS	$611,936.00	$611,936.00	$510,000.00	$510,000.(
2	Electrical Work: (Complete & Installed), Including any and all appurtenance necessary to service the building, garage bays, vehicle wash system and equipment.	1	LS	$337,585.00	$337,585.00	$395,000.00	$395,000.(
3	Mechanical Work: (Complete & Installed), Including any and all appurtenances necessary for a fully functioned HVAC system.	1	LS	$139,150.00	$139,150.00	$175,000.00	$175,000.(
4	Plumbing Work: (Complete & Installed), Including any and all appurtenances necessary for all the water and sanitary piping system and equipment for the building, garage bays and vehicle wash system.	1	LS	$283,800.00	$283,800.00	$415,000.00	$415,000.(
5	Structural Work: (Complete & Installed), Including any and all appurtenances necessary for the foundations, framing and roofing system of the building, garage bays and vehicle wash system.	1	LS	$595,429.00	$595,429.00	$340,000.00	$340,000.

RESOLUTION NO. 2008 – 128

A RESOLUTION AWARDING A BID FOR OUTSOURCING OF CUSTODIAL SERVICES – MUNICIPAL COMPLEX, KENNEDY CENTER AND WILLINGBORO LIBRARY

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a Outsourcing of Custodial Services; and

WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of ALL CLEAN BUILDING SERVICES, INC., 1202 South Olden Avenue, Trenton, N.J. 08610 in the amount of $372,000for 2008-2009 and $372,000for 2009-2010; 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 23rd day of September, 2008, that the bid be accepted as per the attached bid return sheet and recommendation; and

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

TOWNSHIP OF WILLINGBORO

Interoffice Memorandum
September 16, 2008

TO: Ms. Joanne Diggs
Township Manager

FROM: Mr. Rich Brevogel
Director of Public Works

Reference: **Recommended Award of Bid for Custodial Services to ALL CLEAN BUILDING SERVICES**

Ms. Diggs,

I have reviewed the information received from the bid opening on September 3rd 2008 from All Clean Building Services and Pritchard Industries.

It is my recommendation that the contract be warded to ALL CLEAN BUILDING SERVICES.

The Year 1 2008-2009 Costs will be as follows:

Municipal Complex	$88,000
JFK	$204,700
Library	$80,700
Total	$372,000

The Year 2 2009-2010 Costs will be as follows:

Municipal Complex	$88,000
JFK	$204,700
Library	$80,700
Total	$372,000

This is increase of $26,276.72 per year or approximately 7.5%. There is no monthly increase for the Library. The majority of the increase is the for the support of the Kennedy Center.

The budget will support this increase in 2008. The finance department can encumber $100,000 from the 8-01-26-310-000-132 line item of the Buildings and Grounds O/E budget and $27,000 from Line item 8-01-29-390-000-132 for the remainder of 2008.

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

Sincerely,

Sept 16 2008

Richard Brevogel
Director of Public Works

APPROVED: For Joanne Diggs
Ms. Joanne Diggs
Township Manager

Open-Bid, Sept 3, 2008 @ 10:30 AM

		Lot 1	Lot 2
1	All Clear - Rem. Complex	$ 88,000	$ 88,000
	Kennedy	204,000	204,000
	Library	80,700	80,700
		$ 372,000	$ 372,000
2	Richard - all 3	$ 488,147.00	$ 488,147.00

TOWNSHIP OF WILLINGBORO

1 Salem Road
Willingboro, NJ 08046
TEL (609)877-2200 FAX (609)877-7352

PURCHASE ORDER
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.
NO. 08-02959

ORDER DATE: 09/23/08
REQUISITION NO: R8-02192
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

PAYMENT RECORD
CHECK NO.
DATE PAID

SHIP TO

PUBLIC WORKS DEPARTMENT
25 INDUSTRIAL DRIVE
WILLINGBORO, NJ 08046

VENDOR

VENDOR #: ALLCLEAN

ALL CLEAN BUILDING SERV INC
990 SPRUCE STREET
LAWRENCEVILLE, NJ 08648

NOTICE: TAX ID #21-6007381 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CUSTODIAL SVC JFK/MUN. BLDG.	8-01-26-310-000-132	73,000.0000	73,000.00
1.00	CUSTODIAL SVC, LIBRARY	8-01-29-390-000-132	20,000.0000	20,000.00
	RESOLUTION 2008-128			
			TOTAL	93,000.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION DATE

TAX ID NO. OR SOCIAL SECURITY NO.

OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD DATE

VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER.
MAIL VOUCHER & ITEMIZED BILLS TO:

TOWNSHIP OF WILLINGBORO
1 Salem Road
Willingboro, NJ 08046

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

DEPARTMENT HEAD

PURCHASING ~~AGENT~~

CFO

RESOLUTION NO. 2008 - 129

A RESOLUTION EXTENDING AWARD OF BID FOR LEAF DISPOSAL

WHEREAS, the Township Council of the Township of Willingboro awarded a contract to Sunnyside Daries, Inc., 613 Woodlane Road, Mount Holly, NJ 08060 on October 9, 2007 as per Resolution No. 2007 – 144 for Leaf Disposal; and

WHEREAS, said contract allows a one-year extension based on the mutual agreement of both parties –m under the same terms; and

WHEREAS, it appears to be in the best interest of the Township to approve the one-year extension of said contract in the amount of $4.00 per cubic yard (based on 10,000 cubic yards at $40,000.); 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 23rd day of September, 2008, that the contract be extended for one year as per the recommendation of Mr. Brevogel, Director of Public Works.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				
Councilman Campbell				
Councilman Ramsey				
Dep. Mayor Stephenson				
Mayor Jennings				

TOWNSHIP OF WILLINGBORO

1 Salem Road
Willingboro, NJ 08046
TEL (609)877-2200 FAX (609)877-7352

PURCHASE ORDER
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.
NO. 08-02920

ORDER DATE: 09/22/08
REQUISITION NO: R8-02179
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

PAYMENT RECORD
CHECK NO.
DATE PAID

SHIP TO

PUBLIC WORKS DEPARTMENT
25 INDUSTRIAL DRIVE
WILLINGBORO, NJ 08046

VENDOR

VENDOR #: SUNNY033

SUNNYSIDE DAIRIES INC.
618 WOODLANE ROAD
MT. HOLLY, NJ 08060

NOTICE: TAX ID #21-6007381 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LEAF DISPOSAL	8-01-26-290-291-132	40,000.0000	40,000.00
			TOTAL	40,000.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION DATE

TAX ID NO. OR SOCIAL SECURITY NO.

OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD DATE

VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER.
MAIL VOUCHER & ITEMIZED BILLS TO:

TOWNSHIP OF WILLINGBORO
1 Salem Road
Willingboro, NJ 08046

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

DEPARTMENT HEAD

PURCHASING ~~AGENT~~

CFO

RESOLUTION NO. 2007 - 144

A RESOLUTION AWARDING A BID FOR LEAF DISPOSAL

WHEREAS, the Township Council of the Township of Willingboro has requested that quotes be obtained for Leaf Disposal at a New Jersey State certified location; and

WHEREAS, quotes have been received based on the exemption from bidding under the Local Public Contracts Law NJSA 40A:11-5; and

WHEREAS, it appears to be in the best interest of the Township to accept the quote of Sunnyside Dairies, Inc., 613 Woodlane Road, Mount Holly, New Jersey 08060 in the amount of $4.00 per cubic yard (based on 10,000 cubic yards at $40,000.00); 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 9th day of October, 2007, that the quote be accepted as per the attached quote sheet specifications and recommendation; and

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

_____
Jeffrey E. Ramsey
Mayor

Attest:

_____
Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				
Councilman Campbell				
Councilman Stephenson				
Deputy Mayor Jennings				
Mayor Ramsey				

Marie Annese

From: Rich Brevogel [rich_brevogel@willingborotwp.org]
Sent: Monday, September 15, 2008 8:36 AM
To: 'Marie Annese'; 'cristal bowie'
Subject: RE: Leaf Disposal contract and specs follow up

Importance: High

Marie,

We spoke with the vendor. They are willing to extend one year and hold the price in last years agreement. I guess the contract can be drawn up and we can get him to sign it...Thanks

Richard A. Brevogel
Director of Public Works
429 JFK Highway Willingboro, NJ 08046
609-877-2200 ext 1105

NOTE: My Email address will change September 1 2008 to rbrevogel@willingborotwp.org

-----Original Message-----
From: Marie Annese [mailto:marie_annese@willingborotwp.org]
Sent: Wednesday, September 10, 2008 5:35 PM
To: 'cristal bowie'
Cc: 'Rich Brevogel'
Subject: RE: Leaf Disposal contract and specs follow up

Thank you – same change will be made to contract. Question – contract says "Upon mutual agreement of both parties, the contract may be extended under same terms ..... for additional one year ,... Under Local Public Contract Law ..." Are they not willing to extend – or is it price?

From: cristal bowie [mailto:chb@armstronglawfirm.com]
Sent: Wednesday, September 10, 2008 4:17 PM
To: 'Marie Annese'
Cc: 'Rich Brevogel'
Subject: Leaf Disposal contract and specs follow up

Marie and Rich:
The bid spec is amended, the contract is not, since its in pdf, I could only fax you my changes. Thanks.

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

Marie Annese

From: Marie Annese [marie_annese@willingborotwp.org]
Sent: Wednesday, September 10, 2008 5:35 PM
To: 'cristal bowie'
Cc: 'Rich Brevogel'
Subject: RE: Leaf Disposal contract and specs follow up

Thank you – same change will be made to contract. Question – contract says "Upon mutual agreement of both parties, the contract may be extended under same terms ..... for additional one year .... Under Local Public Contract Law ..." Are they not willing to extend – or is it price?

From: cristal bowie [mailto:chb@armstronglawfirm.com]
Sent: Wednesday, September 10, 2008 4:17 PM
To: 'Marie Annese'
Cc: 'Rich Brevogel'
Subject: Leaf Disposal contract and specs follow up

Marie and Rich:
The bid spec is amended, the contract is not, since its in pdf, I could only fax you my changes. Thanks.

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

Leaf Disposal Services
For
TOWNSHIP OF WILLINGBORO
DEPARTMENT OF PUBLIC WORKS

1.0 General:

The purpose of this contract is secure disposal services of organic material generated in the course of its leaf collection program to a pre-determined disposal site for the Willingboro Department of Public Works at a firm fixed priced for the term as shown below. **The price submitted shall cover all costs for disposal**. The contract shall be administered by the Willingboro Public Works Department for the Township of Willingboro. It is understood that all costs associated with disposal are included in the submitted bid.

2.0 Contract Term and Extension:

2.1 The term of this shall be effective beginning on or about November 1 2008 and shall be in force for a period of one (1) year through September 30 2009.

2.2 Upon mutual agreement of both parties, the contract maybe extended under the same terms and conditions on the anniversary date for additional one-year periods as provided under the Local Public Contract Law (LPCL 40A).

3.0 Estimated Quantities:

3.1 Approximately ten thousand (10,000) loose cubic yards of organic yard waste will be delivered during the contract term.

3.2 Quantities shown herein are estimated total annual requirements and are the for the purpose of bid evaluation. The Township of Willingboro reserves the right to order such quantities as may be required during the contract period, but does not guarantee any minimum or maximum to be ordered during the period specified. All requests as directed to the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

4.0 Method of Award:

It is the intent of the Township to award a single contract for all items herein to the lowest responsive and responsible bidder.

5.0 Pricing:

Pricing quoted herein shall be firm through the entire term of this contract. No escalation in pricing shall be permitted during the contract term.

6.0 Insurance Requirements:

The successful contractor shall provide Insurance Coverage in accordance with the Township of Willingboro's Insurance Requirements included herein as well as proof of certification of an approved site to receive the materials by the New Jersey Department of Environmental Protection.

7.0 Payments:

7.1 The contractor shall furnish the Township with itemized invoices on a monthly basis, or as otherwise agreed upon with the Department of Public Works administration.

7.2 The Township of Willingboro is exempt from State Sales tax and Federal Excise tax. These taxes shall not be included in the submitted pricing. The Township shall provide tax exemption certificates upon request.

7.3 Invoices must be submitted by the Contractor to the Willingboro Township Department of Public Works, 429 JFK Way, Willingboro, NJ 08046. The Township will provide monthly payment on the 5th day of the month for the services provided by the contractor under this agreement, provided the contractor submits invoice(s) by the 15th day of the previous month. Monthly payment is contingent upon work being completed by the contractor and/or contractor's employees as required by this agreement.

8.0 Labor Statutes, Records and Rates:

8.1 Prevailing Wage Rates apply to this project.

9.0 References:

In order for the Township of Willingboro an opportunity to evaluate the experience of your firm as it relates to this project, please complete the enclosed "References" form. Provide references of organizations who have utilized similar services. A minimum of three (3) references are requested; however a bidder may list more than three. Failure to include references may result in bid disqualification.

10.0 Technical Inquiries:

Technical Inquiries shall be directed to Mr. Richard Brevogel, Director of Public Works 609-877-2200 ext 1105.

11.0 Contractor aggress that with respect to above insurance, the Township of Willingboro shall:

11.1 Be provided with thirty (30) days written notice of cancellation or material change.

11.2 Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the *Office of the Township Clerk, Township of Willingboro, 1 Salem Road, Willingboro, New Jersey, 08046, with copies to Mr. Richard Brevogel, Director of Public Works at the same address.*

DETAILED BID SPECIFICATIONS FOR LEAF DISPOSAL SERVICES for the TOWNSHIP OF WILLINGBORO, DEPARTMENT OF PUBLIC WORKS, Willingboro NJ.

1.0 Scope:

The scope of this requirement is to define the requirements for disposal services of organic material generated in the course of the Township of Willingboro Department of Public Works leaf collection program to a pre-determined disposal site.

2.0 Frequency:

2.1 A normal work week will be 5 days Monday through Friday but may be extended at the discretion of the Township. Disposal activities will take place between the hours of 7am and 6PM (Mon-Sun).

3.0 Disposal Site:

3.1 The designated disposal site must be a Class C disposal site as designated by the New Jersey Department of Environmental Protection or must have an exemption from the NJDEP.

Leaf Disposal Services
For
TOWNSHIP OF WILLINGBORO
DEPARTMENT OF PUBLIC WORKS

1.0 General:

The purpose of this contract is secure disposal services of organic material generated in the course of its leaf collection program to a pre-determined disposal site for the Willingboro Department of Public Works at a firm fixed priced for the term as shown below. **The price submitted shall cover all costs for disposal**. The contract shall be administered by the Willingboro Public Works Department for the Township of Willingboro. It is understood that all costs associated with disposal are included in the submitted bid.

2.0 Contract Term and Extension:

2.1 The term of this shall be effective beginning on or about November 1 2008 and shall be in force for a period of one (1) year through September 30 2009.

2.2 Upon mutual agreement of both parties, the contract maybe extended under the same terms and conditions on the anniversary date for additional one-year periods as provided under the Local Public Contract Law (LPCL 40A).

3.0 Estimated Quantities:

3.1 Approximately ten thousand (10,000) loose cubic yards of organic yard waste will be delivered during the contract term.

3.2 Quantities shown herein are estimated total annual requirements and are the for the purpose of bid evaluation. The Township of Willingboro reserves the right to order such quantities as may be required during the contract period, but does not guarantee any minimum or maximum to be ordered during the period specified. All requests as directed to the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

4.0 Method of Award:

It is the intent of the Township to award a single contract for all items herein to the lowest responsive and responsible bidder.

5.0 Pricing:

Pricing quoted herein shall be firm through the entire term of this contract. No escalation in pricing shall be permitted during the contract term.

6.0 Insurance Requirements:

The successful contractor shall provide Insurance Coverage in accordance with the Township of Willingboro's Insurance Requirements included herein as well as proof of certification of an approved site to receive the materials by the New Jersey Department of Environmental Protection.

7.0 Payments:

7.1 The contractor shall furnish the Township with itemized invoices on a monthly basis, or as otherwise agreed upon with the Department of Public Works administration.

7.2 The Township of Willingboro is exempt from State Sales tax and Federal Excise tax. These taxes shall not be included in the submitted pricing. The Township shall provide tax exemption certificates upon request.

7.3 Invoices must be submitted by the Contractor to the Willingboro Township Department of Public Works, 429 JFK Way, Willingboro, NJ 08046. The Township will provide monthly payment on the 5th day of the month for the services provided by the contractor under this agreement, provided the contractor submits invoice(s) by the 15th day of the previous month. Monthly payment is contingent upon work being completed by the contractor and/or contractor's employees as required by this agreement.

8.0 Labor Statutes, Records and Rates:

8.1 Prevailing Wage Rates apply to this project.

9.0 References:

In order for the Township of Willingboro an opportunity to evaluate the experience of your firm as it relates to this project, please complete the enclosed "References" form. Provide references of organizations who have utilized similar services. A minimum of three (3) references are requested; however a bidder may list more than three. Failure to include references may result in bid disqualification.

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Technical Inquiries shall be directed to Mr. Richard Brevogel, Director of Public Works 609-877-2200 ext 1105.

11.0 Contractor aggress that with respect to above insurance, the Township of Willingboro shall:

11.1 Be provided with thirty (30) days written notice of cancellation or material change.

11.2 Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the *Office of the Township Clerk, Township of Willingboro, 1 Salem Road, Willingboro, New Jersey, 08046, with copies to Mr. Richard Brevogel, Director of Public Works at the same address.*

DETAILED BID SPECIFICATIONS FOR LEAF DISPOSAL SERVICES for the TOWNSHIP OF WILLINGBORO, DEPARTMENT OF PUBLIC WORKS, Willingboro NJ.

1.0 Scope:

The scope of this requirement is to define the requirements for disposal services of organic material generated in the course of the Township of Willingboro Department of Public Works leaf collection program to a pre-determined disposal site.

2.0 Frequency:

2.1 A normal work week will be 5 days Monday through Friday but may be extended at the discretion of the Township. Disposal activities will take place between the hours of 7am and 6PM (Mon-Sun).

3.0 Disposal Site:

3.1 The designated disposal site must be a Class C disposal site as designated by the New Jersey Department of Environmental Protection or must have an exemption from the NJDEP.

An Agreement between Sunnyside Farms and the Township of Willingboro
for
Leaf Disposal Services
for
TOWNSHIP OF WILLINGBORO
DEPARTMENT OF PUBLIC WORKS

This Agreement made on this day of 2007, by the Township of Willingboro located at the Willingboro Township Municipal Complex One Salem Road, Willingboro, New Jersey 08046, (hereinafter Township) and Sunnyside Dairies, Inc., 613 Woodlane Road, Mount Holly, New Jersey 08060; and

WHEREAS, the purpose of this Agreement is to secure disposal services of organic material generated in the course of its leaf collection program to a pre-determined disposal site for the Willingboro Department of Public Works at a firm fixed priced for the term as shown below; and

WHEREAS, The contract shall be administered by the Willingboro Public Works Department for the Township of Willingboro, and as a result is exempt from public bidding requirements, in accordance with the local public contracts law, N.J.S. 40A:11-1, et seq; and

WHEREAS, Sunnyside Dairies, Inc. is a duly authorized disposal site engaged in the business of accepting for disposal organic material being either a Class C disposal site as designated by the New Jersey Department of Environmental Protection or having an exemption from this requirement by the NJDEP; and

NOW THEREFORE and in consideration of the mutual covenants and agreements contained herein, the parties intending to be bound agree that:

1.0 Contract Term and Extension:
The term of this Contract shall be effective beginning on or about November 1, 2007 and shall be in force for a period of one (1) year through September 30, 2008.
Upon mutual agreement of both parties, the contract maybe extended under the same terms and conditions on the anniversary date for additional one-year periods as provided under the Local Public Contract Law (LPCL N.J.S. 40A:11-1, et seq.).

2.0 Estimated Quantities:
Approximately ten thousand (10,000) loose cubic yards of organic yard waste will be delivered during the contract term. Quantities shown herein are estimated total annual requirements and are the for the purpose of bid evaluation. The Township of Willingboro reserves the right to order such quantities as may be required during the contract period, but does not guarantee any minimum or maximum to be ordered during the period specified. All requests as directed to the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

3.0 Method of Award:
It is the intent of the Township to award a single contract for all items herein to the lowest responsive and responsible bidder.

4.0 Pricing:
The contract shall be administered by the Willingboro Public Works Department for the Township of Willingboro. It is understood that all costs associated with disposal are included in the submitted bid. Pricing quoted herein shall be firm through the entire term of this contract. No escalation in pricing shall be permitted during the contract term. The pricing is $4.00 per cubic yard, not to exceed $40,000.00.

5.0 Insurance Requirements:
The contractor shall provide proof of Insurance Coverage in accordance with the Township of Willingboro's Insurance Requirements. In addition, the contractor shall provide proof of certification of an approved site to receive the materials by the New Jersey Department of Environmental Protection or DEP exemption.

5.1 Contractor agrees that with respect to above insurance, the Township of Willingboro shall:

a. Be provided with thirty (30) days written notice of cancellation or material change.

b. Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the Office of the Purchasing Agent, Township of Willingboro, 1 Salem Road, Willingboro, New Jersey, 08046 w/ copy to Mr. R. B — D.R P/W at same Add.

6.0 Payments:

6.1 The contractor shall furnish the Township with itemized invoices on a monthly basis, or as otherwise agreed upon with the Department of Public Works administration.

6.2 The Township of Willingboro is exempt from State Sales tax and Federal Excise tax. These taxes shall not be included in the submitted pricing. The Township shall provide tax exemption certificates upon request.

6.3 Invoices must be submitted by the Contractor to the Willingboro Township Department of Public Works, 429 JFK Way, Willingboro, NJ 08046. The Township will provide monthly payment on the 5th day of the month for the services provided by the contractor under this agreement, provided the contractor submits invoice(s) by the 15th day of the previous month.

6.4 Monthly payment is contingent upon work being completed by the contractor and/or contractor's employees as required by this agreement.

7.0 Inquiries regarding this Agreement shall be directed to Mr. Richard Brevogel, Director of Public Works. The Director can be reached at 609-835-1498.

8.0 A normal work week will be 5 days Monday through Friday but may be extended at the discretion of the Township. Disposal activities will take place between the hours of 7am and 6PM (Mon-Sun).

9.0 Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of New Jersey.

10.0 This is the entire Agreement between the parties and it cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing which is signed by each of the parties.

11.0 If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

12.0 This agreement shall commence on this day of , 2007 and shall expire one year thereafter. The Township shall have the option, in its sole discretion, to extend the expiration date of the contract for a period not to exceed one additional year.

13.0 In witness whereof, the parties have set their hands and seals as of the date and year first written above.

14.0 The parties executing this Agreement acknowledge that they are authorized to act for the respective Corporate entities referenced herein below.

Attest: **TOWNSHIP OF WILLINGBORO**

_____ _____

Marie Annese, RMC
Clerk

Jeffery E. Ramsey, Mayor

Wittnessed: **SUNNYSIDE DAIRIES, INC.**

_____ _____

Roger I. Winner

RESOLUTION NO. 2008 - 130

A RESOLUTION AUTHORIZING THE TAX COLLECTOR TO WRITE OFF TAXES FOR 2007

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of various tax overpayments for various reasons and these balances cannot be refunded at this time but may be refundable at a later date;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of September, 2008, that the taxes listed on the attached schedule and made a part hereto be cancelled and can be refunded at a later date; and

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

TOWNSHIP OF WILLINGBORO
Condensed Tax Account Overpayment Report

Range: Block: First to Last
Lot:
Qual:
As Of Date: 09/12/08

Property Class Range: First to Last
Bill Year Range: 2007 to 2007
Bill Period Range: 1 to 4
Assessed Value/SPTX Code Year: 2007

Balance Threshold: 0.00
Include Prior Yr/Prd In Balance: Y
Print Name/Prop Loc: Prop Loc

Block	Lot	Qual Class	Property Loc	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance	
16.	8.	-C17 - - 4A	320 BEV-RANCOCAS RD #3A	0.00	2,331.00 0.00	2,390.50 7.12	59.50-	Cancel
225.	4.	2	14 BEAVERDALE LANE	0.00	5,071.22 0.00	5,171.22 0.00	100.00-	Cancel
239.	23.	2	76 BERKSHIRE LANE	0.00	4,599.84 0.00	4,612.06 8.05	12.22-	Cancel
327.	23.	2	25 PARTRIDGE TURN	0.00	4,230.70 542.19	6,385.58 27.69	1,612.69-	Cancel
413.	30.	2	131 CRESTVIEW DRIVE	0.00	6,345.50 0.00	6,788.70 0.00	443.20-	future Added.
614.	13.	2	44 HORNBLENDE LANE	0.00	4,786.32 155.40	6,177.15 0.00	1,235.43-	Cancel
737.	7.	15F	94 GABRIEL LANE	0.00	4,230.70 2,115.35-	3,227.09 0.00	1,111.74-	mailed
737.	25.	2	162 GLENVIEW LANE	0.00	4,361.56 0.00	4,501.56 0.00	140.00-	Cancel
806.	15.	2	46 EAST LANE	0.00	4,313.58 0.00	5,291.98 8.77	978.40-	Cancel
813.	11.	2	4 EDDINGTON LANE	0.00	5,796.42 0.00	7,175.58 0.00	1,379.16-	Cancel
814.	89.	2	38 EDEN ROCK LANE	0.00	6,060.60 0.00	6,630.40 0.00	569.80-	future Added
827.	12.	2	47 EASTERN LANE	0.00	4,827.76 0.00	5,953.11 23.34	1,125.35-	Cancel
902.	142.	15F	22 RANDOLPH PLACE	0.00	3,708.88 588.32-	3,708.88 108.06	588.32-	Cancel
1104.	23.	2	66 TYLER DRIVE	0.00	7,630.14 560.00-	7,380.14 0.00	310.00-	mailed

TOWNSHIP OF WILLINGBORO
Condensed Tax Account Overpayment Report

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Original Billed	16,792.57	16,792.51	18,189.56	16,519.58	68,294.22
Added/Omitted	77.70	77.70	0.00	2,154.88	2,310.28
Other Billing	0.00	0.00	1,236.74-	3,329.62-	4,566.36-
Balance Adjustments (Prin)	0.00	0.00	0.00	310.00-	310.00-
Payments (Prin)	17,313.47	18,117.86	18,064.56	21,898.06	75,393.95
Payments (Pnlt)	0.00	0.00	0.00	0.00	0.00
NSF (Prin)	0.00	0.00	0.00	0.00	0.00
NSF (Pnlt)	0.00	0.00	0.00	0.00	0.00
Tax Balance (Prin + Pnlt)	443.20-	1,247.65-	1,111.74-	6,863.22-	9,665.81-
Misc.Charge Adjustments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge Payments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge NSF (Prin)	0.00	0.00	0.00	0.00	0.00
Total Balance (Prin + Pnlt)	443.20-	1,247.65-	1,111.74-	6,863.22-	9,665.81-
Payments (Intr)	93.51	42.90	46.62	0.00	183.03
NSF (Intr)	0.00	0.00	0.00	0.00	0.00
Balance Adjustments (Intr)	0.00	0.00	0.00	0.00	0.00

Prior Yr/Prd Balance:	0.00
Current Balance:	9,665.81-
Total Balance:	9,665.81-

Number of Accts:	14
Land Value:	246,900
Improvement Value:	1,115,400
Limited Exemptions:	0
Net Taxable Value:	1,362,300

2007 DEDUCTIONS

Senior Citizen	0
Disabled Person	0
Surviving Spouse	0
Veteran	3
Widow of Veteran	0

RESOLUTION NO. 2008-131
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 23rd day of Sept 2008, 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 Personnel

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

TOWNSHIP OF WILLINGBORO

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 - 132

A RESOLUTION AUTHORIZING RETURN OF PERFORMANCE BOND – WILLINGBORO EQUITIES, LLC PHASE III & IV - CVS

WHEREAS, there has been a request from Willingboro Equities, LLC, Planning Board applicant, regarding the release of their Performance Guarantee; and

WHEREAS, it has been determined by the Township Engineer in accordance with his letter dated September 23, 2008, that the applicant has complied with the requirements granting site plan approval.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of September, 2008, in accordance with the attached recommendation, that the Performance Guarantee, in the amount of $687,953.76, be released upon the activation of a Maintenance Bond in the amount of $85,994.22 to be held for a period of two years. The release of the Performance Guarantee is also contingent upon the payment of all outstanding professional bills.

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

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

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 2
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
243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

September 23, 2008

Joanne Diggs, Township Manager
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

Re: **Township of Willingboro**
Willingboro Equities, LLC Phases III & IV
CVS
Block 101, Lot 19
R&V #03381023

Dear Mrs. Diggs:

At the request of Willingboro Equities, LLC; Remington, Vernick Engineers Inspection Department has conducted an inspection of the above-referenced project. Based upon our investigation, we recommend a release of the Performance Bond originally established in the amount of $687,953.76 with the Township of Willingboro, subject to the activation of a Maintenance Bond posted in the amount of $85,994.22 to be held for a period of two (2) years.

The release of the Performance Bond is contingent upon the Payment Agreement of all outstanding Remington & Vernick Engineers Vouchers.

If you should have any further questions or require any additional information, please contact our office at (609) 298-6017.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

for KWB

K. Wendell Bibbs, P.E., C.M.E.

GJS/clg

c: Willingboro Equities, LLC
Duane Wallace, Director of Inspections
Marie Annese, Township Clerk
Gregory J. Sullivan, P,E.
Syreeta Paul
Hasson Shipman

T:\Willingboro\P057-CVS\023perfbndrel 9-23-08.doc

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.
243 Route 130, Suite 200
Bordentown, New Jersey, 08505
(609) 298-6017
Fax (609) 298-8257

Fax Transmittal Cover Page

Date:

Please deliver the following document(s) to: Marie

Transmittal from: Greg Sullivan

Fax No.: Phone No.:

Number of Pages including the cover page:

RE:

For tonights meeting

Any questions pls call

RESOLUTION NO. 2008 – 133

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 7th day of October, 2008, 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.

Jacqueline Jennings
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

LESTER W. & EUNJA MORGAN 1111.74
94 GABRIEL LANE
WILLINGBORO, NJ 08046
94 GABRIEL LANE
BLOCK 737
LOT 7
OVERPAYMENT TAXES

LISA & DERRICK C. HANNAH 1277.17
48 EDGEMONT LANE
WILLINGBORO, NJ 08046
48 EDGEMONT LANE
BLOCK 801
LOT 15
OVERPAYMENT TAXES

SPENCER E. & SHIRLEY M. HOWARD 1004.58
37 BALFOUR LANE
WILLINGBORO, NJ 08046
37 BALFOUR LANE
BLOCK 215
LOT 12
OVERPAYMENT TAXES

LILL ROLLINS 547.14
1 BABCOCK LANE
WILLINGBORO, NJ 08046
1 BABCOCK LANE
BLOCK 239
LOT 51
OVERPAYMENT TAXES

LSI 1365.00
700 CHERRINGTON LANE
CORAOPOLIS, PA 15108
21 ECHO LANE
BLOCK 805
LOT 7
OVERPAYMENT TAXES

JUSTINE HERTILIEN 11 SYLVAN LANE WILLINGBORO, NJ 08046 11 SYLVAN LANE BLOCK 134 LOT 3 OVERPAYMENT TAXES	902.37
MARY & WALLACE LOCKLEAR 66 TYLER DRIVE WILLINGBORO, NJ 08046 66 TYLER DRIVE BLOCK 1104 LOT 23 OVERPAYMENT TAXES	310.00
RICHARD I. & CAMILLE BALKE 17 PASTORAL LANE WILLINGBORO, NJ 08046 17 PASTORAL LANE BLOCK 324 LOT 23 OVERPAYMENT TAXES	1284.64

RESOLUTION NO. 2008 – 134

RESOLUTION AUTHORIZING THE RENEWAL OF THE MACCS JOINT PURCHASING SYSTEM AGREEMENT

WHEREAS, a Joint Purchasing System was established by certain Burlington County municipalities pursuant to N.J.S.A. 40A:11-10, which system is known as "Municipal Apartment and Condominium Collection Services" (MACCS"); and

WHEREAS Maple Shade Township is the designated "lead agency" for the MACCS program; and

WHEREAS, Maple Shade Township as Lead Agency entered into an agreement (the "Agreement") with certain municipalities to participate in MACCS to provide for the joint purchase of goods and services, more particularly, the collection and disposal of solid waste from apartments and condominiums within the participating municipalities; and

WHEREAS, pursuant to the terms of the Agreement, MACCS was established as of September 1, 2002 for a three year period which term could be renewed for additional three (3) year periods by consent of the participating units; and

WHEREAS, the Township Council of the Township of Willingboro has determined that it is in the best interest of the Township of Willingboro to continue its participation in the MACCS joint purchasing system and to consent to the renewal of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, that Willingboro Township hereby consents to the renewal of the MACCS agreement for a three year period beginning September 1, 2008 and ending on August 31, 2011.

BE IT FURTHER RESOLVED that the Township Mayor and Clerk are hereby authorized to execute any documents necessary to confirm such renewal.

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

* * * Communication Result Report (Oct. 9. 2008 11:34AM) * * *

1)
2)

Date/Time: Oct. 9. 2008 11:33AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
0073	Memory TX	18567792604	P. 2	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

THE TOWNSHIP OF Willingboro NEW JERSEY
A Naturally Better Place to Be.

Office of the Township Clerk

To: Adriane McKendry **From:** Marie Annese

Fax: 1-856-779-2604 **Pages:** 2

Phone: **Date:** 10/9/08

Re: MAPCS Program **cc:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments:** Renewal Res. 2008-134

Willingboro Township Municipal Complex

One Salem Road • Willingboro, New Jersey 08046 • (P) (609) 877-2200 ext. 1028 • (F) (609)877-1278

THE TOWNSHIP OF
Willingboro
NEW JERSEY
A Naturally Better Place to Be.

Office of the Township Clerk

To: Adriane McKendry **From:** Marie Annese

Fax: 1-856-779-2604 **Pages:** 2

Phone: **Date:** 10/9/08

Re: MARCS Program **cc:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments:** Renewal Res. 2008-134

Willingboro Township Municipal Complex

One Salem Road • Willingboro, New Jersey 08046 • (P) (609) 877-2200 ext. 1028 • (F) (609)877-1278

Marie Annese

From: Adriane McKendry [mstwpfnc@mapleshade.com]
Sent: Thursday, September 11, 2008 3:09 PM
To: eberry@burlingtonNJ.us; 'Cindy Crivaro'; ptocci@burlingtonnj.us; mclernon@twp.burlington.nj.us; kmclernon@twp.burlington.nj.us; 'A.J. Carnivale'; Gerald Mingin-Eastampton; Scott Carew-Eastampton; kwhite@eastampton.com; 'Linda Dougherty'; CzernieckiT@evesham-nj.gov; ShanahanT@evesham-nj.gov; BonfriscoM@evesham-nj.gov; morleyr@evesham-nj.gov; meghanjack@comcast.net; 'riversidetwpclerk'; Marie_annese@willingborotwp.org; 'Ellen A. Thorne'
Cc: Eileen Fahey; George Haeuber
Subject: NEW MACCS resolution
Attachments: MACCSProgramRenewalRes.2008.doc

Good afternoon again!

I am sorry to inundate you with MACCS requests but I had put it aside this summer to work on other projects and must now finish everything. Mr. Klepner from Bordentown was nice enough to remind me that each town needed to renew its membership in the MACCS program. This attached resolution is needed for you to do so. This is an entirely new resolution completely separate from any others that you have received from me. Please be so kind as to tailor it to your specific town and adopt it at your next meeting. Upon adoption, please forward a copy to myself at mstwpfnc@mapleshade.com or fax it to 856-779-2604. As always, feel free to contact me at 856-779-9610 ext. 163 should you have any questions.

Have a nice day!
Adriane (Andi)

Adriane McKendry
Treasurer/ CFO
Maple Shade Township
(856)779-9610 ext.163

RESOLUTION NO. 2006 – 51

RESOLUTION AUTHORIZING THE RENEWAL OF THE MACCS JOINT PURCHASING SYSTEM AGREEMENT

WHEREAS, a Joint Purchasing System was established by certain Burlington County municipalities pursuant to N.J.S.A. 40a:11-10, which system is known as "Municipal Apartment and Condominium Collection Services" (MACCA"); and

WHEREAS Maple Shade Township is the designated "lead agency" for the MACCA program; and

WHEREAS, Maple Shade Township as Lead Agency entered into an agreement (the "Agreement") with certain municipalities to participate in MACCS to provide for the joint purchase of goods and services, more particularly, the collection and disposal of solid waste from apartments and condominiums within the participating municipalities; and

WHEREAS, pursuant to the terms of the Agreement, MACCS was established as of September 1, 2002 for a three year period which term could be renewed for additional three (3) year periods by consent of the participating units; and

WHEREAS, the Township Council of the Township of Willingboro has determined that it is in the best interest of the Township of Willingboro to continue its participation in the MACCS joint purchasing system and to consent to the renewal of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, that Willingboro Township hereby consents to the renewal of the MACCS agreement for a three year period beginning September 1, 2005 and ending on August 31, 2008.

BE IT FURTHER RESOLVED that the Township Mayor and Clerk are hereby authorized to execute any documents necessary to confirm such renewal.

Attest:

_____

Marie Annese, RMC
Township Clerk

_____

Jeffrey E. Ramsey, Mayor

Recorded Vote	**Yes**	**No**	**Abstain**	**Absent**
Councilman Ayrer				
Councilman Campbell				
Councilman Stephenson				
Deputy Mayor Jennings				
Mayor Ramsey				

THE TOWNSHIP OF
Willingboro
NEW JERSEY
A Naturally Better Place to Be.

Office of the Township Clerk

To:	**Adriane McKendry**	**From:**	**Cerise Meisel for Marie Annese**
Fax:	(856) 779-2524	**Pages:**	3
Phone:	(856) 779-9610 ext 163	**Date:**	October 3, 2008
Re:	MACCS Resolutions	**cc:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments:**

Adriane:

Marie asked that I fax you Resolutions 2008-95; 2008-96; and P.O. # 08-01762. The remaining resolution is on the agenda for Tuesday, October 7, 2008 and will be forwarded to you on Wednesday. Should you have any other questions please feel free to contact this office.

Willingboro Township Municipal Complex

One Salem Road • Willingboro, New Jersey 08046 • (P) (609) 877-2200 ext. 1030 • (F) (609)877-1278

RESOLUTION NO. 2008 - 95
A RESOLUTION AUTHORIZING FUNDING OF THE MACCS CONTRACT WITH AVR RESOURCE GROUP, INC.

WHEREAS the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection and disposal of solid waste from apartments and condominiums within the municipality; and

WHEREAS, the Township of Willingboro entered into a Joint Purchasing Agreement establishing the program known as "Municipal Apartment and Condominium Collection Services" (MACCS) which agreement designates Maple Shade Township as "lead agency" for the program; and

WHEREAS, AVR Resource Group, Inc. is the current Contract Administrator for MACCS, and based upon the membership's review of the services provided, the lead agency is about to enter into a new contract with AVR Resource Group, Inc. with an initial term commencing April 1, 2008; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq. and the regulations promulgated there under, more specifically, N.J.A.C. 5:34-7.14, prior to the award of contract, each member of a joint purchasing system must issue a purchase order and certification of funds for its share of the contract amount; and

WHEREAS, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the one-year renewal of the contract with AVR Resource Group, Inc. in an amount not to exceed four thousand, three hundred and fifty six dollars ($4,356.00); and.

WHEREAS there are sufficient funds to provide for this purpose in the 2008 budget in an amount not to exceed $4,356.00 as indicated in the attached Certification of Funds.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 24th day of June, 2008, as follows:

1. The share of contract amount allocated to the Township for the contract with AVR Resource Group, Inc. is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2008 portion of the AVR contract.

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

RESOLUTION NO. 2008 - 96

RESOLUTION AUTHORIZING THE FUNDING OF WILLINGBORO TOWNSHIP'S SHARE OF THE MACCS CONTRACT WITH REPUBLIC SERVICES OF NEW JERSEY, LLC.

Whereas the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection of disposal of solid waste from apartments and condominiums within the municipality; and

Whereas, the Township of Willingboro entered into a Joint Purchasing Agreement establishing the program known as "Municipal Apartment and Condominium Collection Services" ("MACCS") which agreement designates Maple Shade Township as "lead agency" for the program; and

Whereas Republic Services of New Jersey, LLC, is the current contracted provider of solid waste collection services, and based upon the membership's review of the services provided, the lead agency notified Republic Services of New Jersey, LLC of its intent to renew the contract for a one-year term from April 1, 2008 to April 1, 2009, subject to funding; and

Whereas, pursuant to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 *et seq.* and the regulations promulgated there under, more specifically, N.J.A.C. 5:34-7.14, prior to the award of contract, each member of a joint purchasing system must issue a purchase order and certification of funds for its share of the contract amount; and

Whereas, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the one-year extension of the contract with Republic Services of New Jersey, LLC in an amount not to exceed eighteen thousand seven hundred fifty seven dollars and seventeen cents ($18,757.17); and

Whereas, there are sufficient funds to provide for this purpose in the 2008 budget in an amount not to exceed $16,169.78 as indicated in the attached Certification of Funds; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Willingboro, assembled in public session this 24h day of June, 2008, as follows:

1. The share of contract amount allocated to the Township for the contract with Republic Services of New Jersey, LLC is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2008 portion of the Republic Services contract.

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

TOWNSHIP OF WILLINGBORO

1 Salem Road
Willingboro, NJ 08046
TEL (609)877-2200 FAX (609)877-7352

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

NO. 08-01762

ORDER DATE: 06/13/08
REQUISITION NO: R8-01312
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO

WILLINGBORO TWP - FINANCE DEPT
ONE SALEM ROAD, ROOM 3
WILLINGBORO, NJ 08046
ATTN: DEBBIE KIRBY

VENDOR

VENDOR #: MAPLE

MAPLE SHADE TWP-SOLID WASTE

200 STILES AVE
MAPLE SHADE, NJ 08052

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #21-6007381 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2008 MACCS Apartment Trash COL	8-01-32-465-000-173	5,909.2600	5,909.26
	2008 MACCS PROGRAM APERTMENT TRASH COLLECTION			
	Republic 16169.78			
	AVR 4356.00			
	Minus Jan-Mar paid -7298.97			
	Balance 13226.81			
1.00	2008 MACCS Apartment APRIL COL	8-01-32-465-000-173	2,359.0800	2,359.08
1.00	2007 MACCS Apartment OCT COL	7-01-32-465-000-173	0.0000	0.00
1.00	2008 MACCS Apartment MAY COL	8-01-32-465-000-173	2,379.5900	2,379.59
1.00	2008 MACCS Apartment JUNE COL	8-01-32-465-000-173	2,578.8800	2,578.88
			TOTAL	13,226.81

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION DATE

TAX ID NO. OR SOCIAL SECURITY NO.

OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD DATE

VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER.
MAIL VOUCHER & ITEMIZED BILLS TO:

TOWNSHIP OF WILLINGBORO
1 Salem Road
Willingboro, NJ 08046

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

DEPARTMENT HEAD

PURCHASING AGENT

CFO

Marie Annese

From: Adriane McKendry [mstwpfnc@mapleshade.com]
Sent: Wednesday, September 10, 2008 3:19 PM
To: eberry@burlingtonNJ.us; kmacmillan@burlingtonNJ.us; ccrivaro@burlingtonNJ.us; meghanjack@comcast.net; dmcrsa@verizon.net; 'Ellen A. Thorne'; Maureen Horton Gross-Lumberton; Marie_annese@willingborotwp.org; riversidetwpclerk@comcast.net
Subject: re: MACCS

Good afternoon everyone,

Unfortunately the summer has flown by for me; I should have asked for these items earlier. I do not seem to have copies of your MACCS resolutions authorizing contracts with AVR & Republic Services and the corresponding certifications of available funds. If you have sent us copies already, then I apologize; I either did not receive them or have misplaced them. Would you be so kind as to fax/email me copies of the resolutions and certifications at 856-779-2604 or mstwpfnc@mapleshade.com?

Also, tomorrow I plan to email everyone a resolution to renew the MACCS joint Purchasing System Agreement for the period 9/1/08 – 8/31/11. I did not send this with the other resolutions earlier because I was under the mistaken impression that we had one more year before this was needed. I apologize for any confusion this may create. Please feel free to contact me with any questions.

Kindest Regards,
Adriane

Adriane McKendry
Treasurer/ CFO
Maple Shade Township
(856)779-9610 ext.163

2008-95
2008-96

Adriane
2:57pm Oct 2, Thus
adriane Inckenjce of
Mapleshade
Re: Max Program
Mun. Trash
Pro
856 779 9610
856 779 856 fax
2524
* 163
Doris
162
Kathy
178

@mapleshade.com]
08 3:09 PM
ndy Crivaro'; ptocci@burlingtonnj.us;
us; kmclernon@twp.burlington.nj.us; 'A.J. Carnivale'; Gerald
arew-Eastampton; kwhite@eastampton.com; 'Linda Dougherty';
ov; ShanahanT@evesham-nj.gov; BonfriscoM@evesham-
nj.gov; meghanjack@comcast.net; 'riversidetwpclerk';
twp.org; 'Ellen A. Thorne'
uber

Res.2008.doc

t I had put it aside this summer to work on other projects and must
n was nice enough to remind me that each town needed to renew its
d resolution is needed for you to do so. This is an entirely new
t you have received from me. Please be so kind as to tailor it to your
specific town
pon adoption, please forward a copy to myself at
mstwpfnc@mapleshade.com
2604. As always, feel free to contact me at 856-779-9610 ext. 163
should you have any questions.

Have a nice day!
Adriane (Andi)

Adriane McKendry
Treasurer/ CFO
Maple Shade Township
(856)779-9610 ext.163

* Called and left
message.

to Marie w/ back up

Marie - Please place on agenda.

Professional Municipal Management Joint Insurance Fund
Park 80 West, Plaza One
Saddle Brook, NJ 07663
Telephone (201) 587-0555 Fax (201) 587-8662

fr 9/23/08

August 21, 2008

Honorable Mayor and Council
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

Re: Membership Resolutions

Dear Honorable Mayor & Council:

In reviewing the Fund's records, the Township of Willingboro's membership in the Professional Municipal Management Joint Insurance Fund expires on December 31, 2008.

Attached is the renewal resolution to confirm your membership after that date. Please adopt this resolution at your earliest convenience, and forward it with the indemnity and trust agreement to the Fund Office. The indemnity and trust agreement will be signed by the Executive Director and a copy will be returned for your files.

Please advise if we can be of any assistance.

Sincerely,

Nancy A. Ghani

Nancy A. Ghani, Account Manager
PERMA, Risk Management Services

Enc

Cc: Joanne Diggs, Fund Commissioner

M.A.
All

RECEIVED
AUG 26 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

will do for 9/23/08

Professional Municipal Management Joint Insurance Fund
Park 80 West, Plaza One
Saddle Brook, NJ 07663
Telephone (201) 587-0555 Fax (201) 587-8662

August 21, 2008

Honorable Mayor and Council
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

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Please advise if we can be of any assistance.

Sincerely,

Nancy A. Ghani

Nancy A. Ghani, Account Manager
PERMA, Risk Management Services

Enc

Cc: Joanne Diggs, Fund Commissioner

THE TOWNSHIP OF
Willingboro
NEW JERSEY
A Naturally Better Place to Be.

December 4, 2008

Ms. Nancy A. Chani, Account Manager
PERMA, Risk Management Services
Park 80 West, Plaza One
Saddle Brook, New Jersey 07663

Re: Membership Resolution

Dear Ms. Chani:

Attached is a certified copy of Resolution No. 2008 – 138 which was adopted by Willingboro Township Council at their meeting of November 5th. Also attached are two copies of the Agreement which have been signed by Mayor Jennings.

Upon completion please send one fully executed copy of the Agreement to this office. Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2008 - 138

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

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

WHEREAS, said renewal membership terminates as of December 31, 2008 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of November, 2008, as follows:

1. The Township agrees to renew its membership in the Professional Municipal Management Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.

2. The Mayor and Clerk shall be and hereby are authorized to execute the Agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Professional Municipal Management Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson				✓
Mayor Jennings	✓			

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

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

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

WHEREAS, effective December 31, 2008, said membership will expire unless earlier renewed, and;

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

NOW THEREFORE, it is agreed as follows:

1. **Township of Willingboro** hereby renews its membership in the Professional Municipal Management Joint Insurance Fund for a three (3) year period, beginning January 1, 2009 and ending January 1, 2012*.

2. The **Township of Willingboro** hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Professional Municipal Management Joint Insurance Fund as from time tot time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.

3. **Township of Willingboro** agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

*12:01 am

4. In consideration of the continuing membership of the **Township of Willingboro** in the Professional Municipal Management Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the **Township of Willingboro**.

5. Executed the 5th day of Nov, 2008 as the lawful and binding act and deed of the _____, which execution has been duly authorized by public vote of the governing body.

MAYOR

ATTEST

PROFESSIONAL MUNICIPAL MANAGEMENT
JOINT INSURANCE FUND

RESOLUTION NO. 2008 - 135

A RESOLUTION AWARDING A BID FOR 2008 REPLACEMENT OF CONCRETE CURBS, SIDEWALKS AND DRIVEWAYS (Phase I)

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the above referenced project; and

WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Curb Con, Inc., 514 Rt. 9, Barnegat, New Jersey in the amount of 42,580.00 . (representing items 1 through 12 of the 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 7th day of October, 2008, that the bid be accepted as per the attached recommendation of the Township Engineer.

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

Jacqueline Jennings, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

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
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
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

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 2
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
243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

RECEIVED
SEP 29 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

September 19, 2008

Ms. Marie Annese, Clerk
Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

RE: 2008 Replacement of Concrete Curb, Sidewalks and Driveways, Phase I
Township of Willingboro
Our File #0338T074

Dear Ms. Annese:

We have tabulated the bids received on September 19, 2008, with reference to the above-captioned project and find the low bidder to be Curb Con, Inc. 514 Rte. 9, Barnegat, New Jersey in amount of $42,580.00. A copy of the tabulation is enclosed for your review.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, who appears to be Curb Con, Inc., in the amount of $42,580.00 representing items 1 thru 12 of the bid. The award should also be contingent upon the approval of your solicitor and monies being available.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

K. Wendell Bibbs, P.E., C.M.E.

KWB/el

Enclosures

cc: Joanne Diggs, Township Manager
Michael Armstrong, Township Solicitor
Richard Brevogel, Supervisor Public Works Department

t:\transportation_bridge\willingboro township\0338t074 2008 replacement of concrete curbs, phase i\award ltr 09-19-08.doc

MEMORANDUM

TO: K. Wendell Bibbs

FROM: Elaine E. Lashley

RE: 2008 Replacement of Concrete Curb, Sidewalks and Driveways, Phase I
Willingboro Township
Project No.: 0338T074

DATE: September 19, 2008

I have reviewed the bids submitted for the above-referenced project and have found no apparent errors and/or omissions. However, please note in the bid packet submitted by Charles Marandino, LLC, the Public Works Contractor Registration Form submitted was for *Ricky Slade Construction, Inc*. instead of Charles Marandino, LLC. A copy of the bid tabulation has been attached for your review.

The list of successful bidders is as follows:

CONTRACTOR	BASE BID AMOUNT
Curb Con, Inc.	$42,580.00
Sullivan & Pigliacelli, Inc.	$43,530.00
Diamond Construction	$44,444.44
S. Batata Construction, Inc.	$50,137.50
Charles Marandino, LLC	$57,405.00
Paramount Enterprises, Inc.	$60,200.00
Ocean Excavating, Inc.	$69,395.00

The average bid price is:	$52,527.42
Engineer's Estimate for this project:	$53,100.00

The lowest bidder is:	Curb Con, Inc.
The highest bidder is:	Ocean Excavating, Inc.

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: 10/07/08
Resolution Number: 2008-135

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

Contract: C8-00011 CURBCON 2008 CURBS, SIDEWALKS

Account Number	Amount	Department Description
C-04-55-905-004-919	42,580.00	GENERAL CAPITAL 2005
Total	42,580.00	

Only amounts for the 2008 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara Lightfoot
ACTING Chief Financial Officer

R V REMINGTON & VERNICK ENGINEERS
BID TABULATION

PROJECT NAME: 2008 REPLACEMENT OF CONCRETE CURBS, SIDEWALKS, AND DRIVEWAYS (PHASE I)

PROJECT NUMBER: 0338T074

CLIENT: Willingboro Township

#	DESCRIPTION	QUANTITY & UNITS		Curb Con, Inc. 514 Rt. 9 Barnegat, NJ 08005 (609-660-2223) ((BB, CS, SS, etc.))		Sullivan & Pigliacelli, Inc. 556 Roberts Avenue Bellmawr, NJ 08031 (856-933-0055) ((BB, CS, SS, etc.))		Diamond Construction P. O. Box 456 Dunellen, NJ 08812 (732-262-7449) ((BB, CS, SS, etc.))		S. Batata Constructic 11 Jackson Street, S South River, NJ 0 (732-238-8884) ((BB, CS, SS, etc.))
				UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE
1	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	TON	10	$100.00	$1,000.00	$75.00	$750.00	$60.00	$600.00	$125.00
3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	100	$25.00	$2,500.00	$15.00	$1,500.00	$1.00	$100.00	$10.00
4	HOT MIX ASPHALT BASE COURSE, MIX I-2, 4" THICK	TON	20	$100.00	$2,000.00	$80.00	$1,600.00	$60.00	$1,200.00	$100.00
5	MONOLITHIC ROLLED CURB & GUTTER (REPLACE IN KIND)	LF	355	$20.00	$7,100.00	$41.00	$14,555.00	$25.00	$8,875.00	$37.50
7	CONCRETE SIDEWALK, 4" THICK	SY	250	$60.00	$15,000.00	$51.00	$12,750.00	$63.00	$15,750.00	$65.00
8	CONCRETE DRIVEWAY, 6" THICK, SIDEWALK SECTION	SY	65	$72.00	$4,680.00	$75.00	$4,875.00	$72.00	$4,680.00	$65.00
9	CONCRETE DRIVEWAY, 6" THICK, APRON	SY	100	$72.00	$7,200.00	$60.00	$6,000.00	$72.00	$7,200.00	$65.00
10	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$5,839.44	$5,839.44	$5,000.00
11	TOPSOILING, 4" THICK	SY	100	$8.00	$800.00	$3.00	$300.00	$1.00	$100.00	$5.00
12	FERTILIZER & SEEDING TYPE A-3	SY	100	$3.00	$300.00	$2.00	$200.00	$1.00	$100.00	$1.00
	TOTAL BASE BID AMOUNT				**$42,580.00**		**$43,530.00**		**$44,444.44**	