

### WILLINGBORO TOWNSHIP COUNCIL MEETING AGENDA January 16, 2024

### **To Join Zoom Meeting:**

 Type in the address bar: https://us02web.zoom.us/j/95369537139?
 pwd=TUxPcllGdWluTklFcExvbUFpdVcwdz09
 Click "Join Meeting" on the top menu bar
 Meeting ID: 953 6953 7139
 Password: 531748

CALL TO ORDER

ROLL CALL

PRAYER

Duane Wallace - Associate Minister, Alpha Baptist Church

FLAG SALUTE

**COMPLIANCE STATEMENT** 

### **PROCLAMATIONS**

N/A

MANAGER'S MUNICIPAL UPDATES

### PUBLIC COMMENT - AGENDA ITEMS ONLY - 2 MINUTES

#### **ORDINANCES**

Ord. 2024-1

# FIRST READING - ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 257 (PEDDLING AND SOLICITING) ARTICLES II OF THE TOWNSHIP OF WILLINGBORO MUNICIPAL CODE

#### **RESOLUTIONS**

Res. 2024-08

DEGOLITION AUTHODIZING THE EXTENSION OF THE CONDACT

**KESULUTIUN AUTHUKIZING THE EATENSIUN UF THE CUNKAUT** FOR CUSTODIAL SERVICES Res. 2024-09 **RESOLUTION AUTHORIZING OVERPAYMENT OF TAXES** Res. 2024-10 **RESOLUTION AUTHORIZING THE RATIFICATION OF A SUCCESSOR** AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND THE CWA LOCAL 1036 – SCHOOL TRAFFIC GUARDS Res. 2024-11 **MODIFYING RESOLUTION 2023-272 "RESOLUTION AUTHORIZING** THE TOWNSHIP OF WILLINGBORO TO ESTABLISH NOT TO EXCEED **CONTRACT AMOUNT FOR MAIN ACCESS SYSTEMS INC., A CONTRACTED PARTICIPANT IN THE NJ STATE APPROVED** PURCHASING COOPERATIVE CONTRACT T2424 TO UPGRADE THE CAMERA SYSTEMS AT THE MUNICIPAL COMPLEX AND **DEPARTMENT OF PUBLIC WORKS"** Res. 2024-12 **Resolution Approving the 2024 Holiday Schedule for Township Employees Res. 2024-13 RESOLUTION OF THE TOWNSHIP OF WILLINGBORO ADOPTING THE PERSONNEL POLICIES AND PROCEDURES** MANUAL AND EMPLOYEE HANDBOOK AND EMPLOYEE HANDBOOK **RESOLUTION AUHTORIZING AGREEMENT WITH VIRTUA HEALTH Res. 2024-14** INC. FOR THE PROVISION OF ADVANCED LIFE SUPPORT SERVICES TRANSPORTATION Res. 2024-15 **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR** MUNICIPAL ACCOUNTING SOFTWARE LICENSING AND **MAINTENANCE** Res. 2024-16 **Resolution Authorizing the Approval of Vouchers for Payment & Ratification** Res. 2024-17 **RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF** BURLINGTON, STATE OF NEW JERSEY AUTHORIZING CONTRACTS WITH

2

	OMNIA PARTNERS (FORMERLY U.S. COMMUNITIES) COOPERATIVE CONTRACT VENDOR FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 52:34-6.2(b)(3)
Res. 2024-18	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, AUTHORIZING CONTRACTS WITH APPROVED EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE SYSTEM (ESCNJ) CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 40A:11-11(5)
Res. 2024-19	RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO APPLY FOR THE JAKE'S LAW PLAYGROUND FUNDING GRANT THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM
Res. 2024-20	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AUTHORIZING CONTRACTS WITH THE SOURCEWELL (F/K/A NJPA) COOPERATIVE PRICING SYSTEM CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 52:34-6.2(b)(3)
Res. 2024-21	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AUTHORIZING CONTRACTS WITH APPROVED STATE OF NEW JERSEY CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 40A:11-12a
Res. 2024-22	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, AUTHORIZING CONTRACTS WITH APPROVED BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM #4-BUCCP 2021-2025 CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-11(5)
Res. 2024-23	RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO APPLY FOR THE URBAN PARKS INITIATIVE PROGRAM GRANT THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM
Res. 2024-24	RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO APPLY FOR THE TRADITIONAL GREEN ACRES GRANT THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL

#### **PROTECTION GREEN ACRES PROGRAM**

#### Res. 2024-25

#### TOWNSHIP OF WILLINGBORO RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PREPARATION OF THE TOWNSHIP'S MASTER PLAN

### TREASURER FOR APPROVAL AND ADOPTION

**APPROVAL OF MINUTES** 

November 8, 2023 November 20, 2023 December 5, 2023 December 16, 2023

**MUNICIPAL CLERK'S UPDATES** 

**UNFINISHED BUSINESS** 

**NEW BUSINESS** 

**PUBLIC COMMENT - 4 MINUTES** 

**COUNCIL COMMENTS** 

**EXECUTIVE SESSION** 

**ADJOURNMENT** 

# ALL BUSINESS ITEMS ARE TENTATIVE PENDING THE REVIEW AND APPROVAL OF THE LAW DEPARTMENT

# WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

DATE:	January 16, 2024
SUBMITTED BY:	Brandon Garcia
ITEM TYPE:	Prayer
AGENDA SECTION:	PRAYER
SUBJECT:	Duane Wallace - Associate Minister, Alpha Baptist Church
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	
RECOMMENDED COUNCIL ACTION:	

**ATTACHMENTS:** 

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

DATE:January 16, 2024SUBMITTED BY:Brandon GarciaITEM TYPE:ProclamationsAGENDA SECTION:PROCLAMATIONSSUBJECT:N/ASUGGESTED ACTION:For Actions:REQUEST FOR ACTION:Subsection in the section in the sec

**ATTACHMENTS:** 

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

**ORDINANCE NUMBER:** 2024-1

**DATE:** January 16, 2024

SUBMITTED BY: Gary Lawery

ITEM TYPE: Ordinance

AGENDA SECTION: ORDINANCES

SUBJECT:

# FIRST READING - ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 257 (PEDDLING AND SOLICITING) ARTICLES II OF THE TOWNSHIP OF WILLINGBORO MUNICIPAL CODE

### **SUGGESTED ACTION:**

**REQUEST FOR ACTION:** 

**RECOMMENDED COUNCIL ACTION:** 

**ATTACHMENTS:** 

Ord. 2024-1 NO KNOCK DRAFT - FIRST READING.docx

# ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 257 (PEDDLING AND SOLICITING) ARTICLES II OF THE TOWNSHIP OF WILLINGBORO MUNICIPAL CODE

**WHEREAS** the Willingboro Township Council believes the current Municipal Code is inadequate in preventing unwanted door-to-door solicitation of residential neighborhoods; and,

**WHEREAS** the Township Council desires to update the Code to prohibit such door-to-door solicitation via a No-Knock Registry.

**NOW, THEREFORE BE IT RESOLVED** that the Township Council of Willingboro Township, gathered in open session on Tuesday, December 19, 2023, hereby authorizes such action and the following amendments and that two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

> Chapter 257 Peddling and Soliciting ARTICLE II Canvassers and Solicitors

# § 257-19 Definitions.

As used in this Article, the following terms shall have the meanings indicated:

# **CANVASSER or SOLICITOR**

A person who goes from house to house or place to place selling goods, wares, and merchandise by sample or taking orders for future delivery, with or without accepting an advance payment for the goods or offering to purchase any real property or any interest in real property either on their own behalf or as an agent or broker on behalf of any third party. The provisions of this Article shall apply to the person who comes in personal contact with the buyer through the delivery of the goods or the acceptance of any money in payment thereof. For purposes of this Article, a canvasser or solicitor shall also be deemed to be anyone who is not in the business of selling goods but rather makes surveys, research analyses, opinion polls, rating data, and any similar work, the nature of which involves a door-to-door or place-to-place activity.

# § 257-20 Exceptions.

- A. This Article shall not apply to anyone who solicits support of a bona fide political candidate seeking public office.
- B. This Article shall not affect any person engaged in delivering wares, goods, or merchandise, or other Articles or things in the regular course of business, to the premises of the person ordering or entitled to receive the same.

# § 257-21 License required.

Except as authorized pursuant to this Article, no person shall canvass, solicit, distribute circulars or other documents/materials, or call from house to house in the Township of Willingboro without first having reported to and received a written License from the Township Clerk or Director of Public Safety.

# § 257-22 Application for License.

- A. Applicants for a License under this Article must file with the Township Clerk or Director of Public Safety a sworn application, in writing, which shall give the following information:
  - 1) Name and physical description of the Applicant.
  - 2) Complete permanent home and local address of the Applicant.
  - 3) A description of the nature of the business and the goods, services or wares to be sold.
  - 4) If employed or as a contractor, the name and address of the employer or contracting entity, together with credentials therefrom establishing the exact employment or business relationship.
  - 5) The length of time for which the right to do business is desired and the days of the week, and the hours of the day within which the business will be conducted.
  - 6) The source of supply of the goods or property or services proposed to be sold; where the goods, services, or products are located; and the method of delivery.
  - 7) Three copies of a recent photograph of the Applicant, which shall be approximately two inches by two inches, showing the head and shoulders of the Applicant in a clear and distinguishing manner.
  - 8) Appropriate evidence as to the good character and business responsibility of the Applicant will enable an investigator to properly evaluate their character and business responsibility.
  - 9) A statement as to whether the Applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance other than traffic violations; the nature of the offense; and the punishment or penalty assessed therefor.
- B. The Applicant shall be fingerprinted, if requested by the Director of Public Safety, who shall determine whether the fingerprints are necessary for proper identification, which fingerprint records shall be immediately processed for classification and identification.
- C. No License shall be issued until the application shall have been approved by the Police Department, allowing adequate time for investigation of the facts set forth in the application.
- D. Applications for Partnerships or Limited Liability Companies shall be signed by all Partners or the Managing Partner, with the foregoing provisions of this section answered in detail as to each Partner, including the duly filed New Jersey corporate/business registration forms. Applications for Corporations shall have attached thereto all duly filed

New Jersey corporate/business registration forms. All Applications shall include individual information in accordance with all the provisions of this section relating to each and every employee, agent or servant who shall engage in any of the functions authorized by this Article and signed by each agent, servant or employee, and full compliance herewith by each individual.

# § 257-23 License fee.

License fees are listed in § 150-9A (4) of the Code of the Township of Willingboro. License fees are per person for each Licensed Canvasser/Solicitor within the Township. Application is required; however, License fees do not apply to nonprofit canvassers or solicitors or political canvassers.

### § 257-24 Rules and regulations.

- A. Every person to whom a License is issued under the terms of this Article shall be governed by the following rules and regulations:
- B. All circulars, samples or other matter shall be handed to an occupant of the property or left in a secure place on the premises.
- C. No person subject to the provisions of this Article shall canvass, solicit or distribute circulars or other matter except during the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday.
- D. No person subject to the terms of this Article shall enter or attempt to enter the house of any resident in the Township of Willingboro without an express invitation from the occupant of the house.
- E. No person subject to this Article shall behave in a manner so as to become objectionable to or annoy an occupant of any house.
- F. No Licensee shall canvass or solicit orders for any Articles from pedestrians or vehicular traffic other than when the vehicle is properly parked immediately adjacent to the curb of a public street in a permitted location, and the Licensee shall at no time double park when dealing with any of the trade and in no event shall transact business other than on the curb side of the vehicle.
- G. All Licensees and their respective vehicles or modes of transportation shall comply with all terms, covenants and conditions of this Article and all other applicable municipal ordinances and all applicable state statutes, laws and regulations pertaining thereto and particularly, but not in limitation thereof, that may deal with provisions of health, safety, and general welfare.

# § 257-25 Location restrictions.

No Licensee shall have any exclusive right to any location in the public street, nor shall any Licensee be permitted a stationary location therein, nor shall any be permitted to operate in a congested area where such an operation might impede or inconvenience the public use of the streets. The discretion of a Police Officer shall be deemed conclusive as to whether the area is congested, and the public impeded or inconvenienced.

## § 257-26 Solicitation for charitable purposes.

- A. Any charitable, religious, patriotic, community service or philanthropic organization, society or association desiring to solicit or have solicited in its name money, donations of money or property or financial assistance for which no merchandise, wares or services are offered or desiring to distribute literature for which a fee is charged or solicited from persons or members of such organizations for shall be exempt from §§ 257-22, 257-23, 257-27 and 257-28, provided there is filed a sworn application in writing with the Township Clerk which gives the following information:
  - 1) Name and purpose of the cause for which the License is sought.
  - 2) A copy of the duly issued New Jersey non-profit registration for the charitable, religious, patriotic, community service or philanthropic entity.
  - 3) Names and addresses of the officers of the organization.
  - 4) Names and addresses of the agents or representatives who will solicit, canvass or distribute literature in the Township.
- B. Upon being satisfied that the purpose of the organization, society or association is charitable, religious, patriotic, community service or philanthropic in nature, the Township Clerk or Director of Public Safety shall endorse approval on the application.
- C. Each representative or agent of such charitable, religious, patriotic, community service or philanthropic entity shall carry proper identification indicating the name of the organization and the name and address of the representative and shall display same upon request.

# § 257-27 Exemptions.

Any veteran who holds a Special State Veterans License/Permit issued under the laws of the State of New Jersey shall be exempt from securing a Municipal License as provided herein but shall be required to comply with all other applicable sections of this Article and shall be required to deliver to the Township Clerk a copy of the Special Veterans permit.

# § 257-28 Investigation of Applicants.

Each application shall be referred to the Director of Public Safety or officer in charge of the Police Department, who shall immediately institute such investigation of the Applicant's business and moral character as the Director or officer in charge deems necessary for the protection of the public good and shall endorse the application in the manner prescribed in this Article within a reasonable period of time after it has been filed by the Applicant. If, as a result of the investigation, the Applicant's character or business responsibility is found to be unsatisfactory or the products or services are fraudulent, the Director of Public Safety shall endorse on the application the Director's disapproval and reasons for the same and shall return the application to the Township Clerk, who shall notify the Applicant that the application is disapproved and that no License will be issued.

### § 257-29 License display.

Licensees are required to exhibit the License certificate at the request of any citizen or member of the Police Department.

### § 257-30 Records and reports.

The Director of Public Safety shall report to the Township Clerk all convictions for violation of this Article, and the Township Clerk shall maintain a record for each License issued and shall record the reports of violation therein.

### § 257-31 Violations and penalties.

Any person violating the provisions of this Article shall, upon conviction, be punishable as provided in Chapter 1, Article II, General Penalty.

### § 257-30 Establishment of a No-Knock Registry.

- A. To protect residents from unwanted and potentially criminal activities and safeguard their privacy, there is hereby established a No-Knock Registry of properties where canvassing and soliciting are prohibited. The Township Clerk shall maintain the No-Knock Registry.
- B. The Township Clerk shall prepare a list of addresses of those premises whose owners or occupants have notified the Clerk that canvassing or soliciting are not permitted on their premises. Notification shall be accomplished by filling out and filing the form available online, or at the Clerk's Office during regular business hours. The premises shall remain on the Registry unless the owners or occupants notify the Township Clerk in writing that they wish the property to be removed from the Registry. The inclusion of a premises on the Registry shall be deemed a revocation of any privilege of any or Licensee or other person to enter or attempt to enter the property to canvass or solicit as regulated by the Article.
- C. Owners or occupants who have requested to be listed on the Willingboro Township No-Knock Registry pursuant to Subsection A herein, may procure from the Clerk's office a notice for display on the premises indicating the enlistment on the Township's No-Knock Registry. The notice shall indicate which solicitors may contact residents and shall read substantially as follows:

"These premises are listed on the Township of Willingboro's 'No-Knock Registry' (Township of Willingboro Code Sec. § 257-30). You may not enter or attempt to enter these premises for the purpose of canvassing or soliciting, which includes offering to purchase real estate on behalf of any person or organization. Charitable, political, and religious organizations are exempt from this law. Any person found in violation of Township of Willingboro Code Sec. § 257-30 shall, upon conviction, be punished as provided in Chapter 1, Article II, General Penalty."

- D. The Township Clerk shall distribute the current Willingboro Township No-Knock Registry to a Licensed canvasser or solicitor at the time of License issuance.
- E. The Township shall post a No-Knock Registry application form on the Township webpage, provide copies of the application to the public and undertake reasonable efforts in education and distribution, to further public awareness of the No-Knock Registry.

### § 257-31 Records and reports.

The Director of Public Safety shall report to the Township Clerk all convictions for violation of this Article, and the Township Clerk shall maintain a record for each License issued and shall record the reports of violation therein.

### § 257-32 Violations and penalties.

Any person violating the provisions of this Article shall, upon conviction, be punishable as provided in Chapter 1, Article II, General Penalty.

This Ordinance shall take effect after the publication of the final adoption in the time and manner provided by law.

### FIRST READING 12/19/2023

Council Member	Motion	2 <sup>nd</sup>	Aye	Nay	Recuse	Abstain	Absent
Councilman	Х		Х				
Anderson							
Councilwoman			Х				
Perrone							
Councilwoman			Х				
Worthy							
Deputy Mayor		Х	Х				
Whitfield							
Mayor McIntosh			Х				

# FINAL PASSAGE 1/16/2024

Council Member	Motion	2 <sup>nd</sup>	Aye	Nay	Recuse	Abstain	Absent
Councilman							
Anderson							
Councilwoman							
Perrone							
Councilwoman							
Worthy							
Deputy Mayor							
Whitfield							
Mayor McIntosh							

# WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-08
DATE:	January 16, 2024
SUBMITTED BY:	Eusebia Diggs
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION AUTHORIZING THE EXTENSION OF THE CONRACT FOR CUSTODIAL SERVICES
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	
RECOMMENDED COUNCIL ACTION:	

**ATTACHMENTS:** RESOLUTION to extend custodial contract for township buildings 2024.docx

# WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

2024-09
January 16, 2024
LaMar Arnold
Resolution
RESOLUTIONS
RESOLUTION AUTHORIZING OVERPAYMENT OF TAXES
These overpayments are so that the homeowner, mortgage company, title company, seller or buyer can receive the credit on the account due to the selling of the home and the account has a double payment or an 100% disabled vet receiving his credit once application is approved. Approval of overpayment resolution so homeowner, mortgage company or title company can receive their refund. Approval of Overpayment Resolution

ATTACHMENTS: JAN\_2024\_ovp\_JAN\_2024\_cks\_ (1).doc

# **RESOLUTION NO. 2024 -**

# A RESOLUTION AUTHORIZING REFUNDS FOR OVERPAYMENTS OF TAXES

WHEREAS the records of the Tax Collector of the Township of Willingboro indicate January 2024 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 16<sup>th</sup> day of January 2024, 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 information, attention, and compliance.

Kaya T. McIntosh, Mayor

Attest:

Brandon Garcia, RMC Township Clerk DWIGHT J. JONES 6 NEW COACH PLACE WILLINGBORO, NJ 08046 **BLOCK 1003** LOT 66 **6 NEW COACH PLACE OVERPAYMENT TAXES** 

Homeowner and mortgage company paid 4th quarter 2023 taxes. Homeowner is requesting a refund.

WILLINGBORO TOWNSHIP \$640.65 1 REV. DR. M. L. KING, JR. DRIVE WILLINGBORO, NJ 08046 **BLOCK 1101** LOT 78 **10 GLOVER LANE** BLOCK 703 \$20,433.12 LOT 42 **34 GAINSCOTT LANE OVERPAYMENT TAXES** 

This payment needs to be moved from current account to lien redemption.

CORELOGIC TAX SERVICE ATTN: REFUNDS DEPARTMENT PO BOX 9202 COPPELL, TX 75019-9208 BLOCK 538 LOT 1 **1 MANOR LANE OVERPAYMENT TAXES** 

Title company and mortgage company paid 2<sup>nd</sup> quarter 2023 taxes. Mortgage company is requesting the refund.

\$1,655.44

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-10
DATE:	January 16, 2024
SUBMITTED BY:	Dwayne Harris
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION AUTHORIZING THE RATIFICATION OF A SUCCESSOR AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND THE CWA LOCAL 1036 – SCHOOL TRAFFIC GUARDS
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	
RECOMMENDED COUNCIL ACTION:	Confirm and adopt a new contract with CWA LOCAL 1036 - SCHOOL TRAFFIC GUARDS. Part-time employees of the Township of Willingboro are organized as a collective negotiation unit called the CWA LOCAL 1036 - SCHOOL TRAFFIC GUARDS. Representatives have negotiated with the Township Manager a proposed contract for the period of July 1, 2023, through June 30, 2027, the terms of which contain provisions concerning compensation and other conditions of employment negotiated for this contract period. We are asking the Council to affirm and ratify the contract agreement.

### **ATTACHMENTS:**

Resolution - CWA Local 1036 Crossing Guards - July 1, 2023, through June 30, 2027.docx MOA Willingboro Twp and School Traffic Guards - 2024.pdf

# **RESOLUTION NO. 2024-**

# RESOLUTION AUTHORIZING THE RATIFICATION OF A SUCCESSOR AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND THE CWA LOCAL 1036 – SCHOOL TRAFFIC GUARDS

WHEREAS these employees in the part-time employ of the Township of Willingboro are organized as a collective negotiation unit called the CWA LOCAL 1036 - SCHOOL TRAFFIC GUARDS; and,

WHEREAS representatives of the said negotiating unit have negotiated with the Township Manager a proposed contract for the period of July 1, 2023, through June 30, 2027, the terms of which contain provisions concerning compensation and other conditions of employment negotiated for this contract period; and

WHEREAS the Township Council is authorized to enter such a contract with a public bargaining negotiations unit without public advertising for bids as provided by the Local Public Contracts Law; and

WHEREAS the parties have negotiated the terms of the agreement and the Township Council desires to ratify this agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey as follows:

1. That the Township Council hereby approves and ratifies the Agreement negotiated with the CWA LOCAL 1036 - SCHOOL TRAFFIC GUARDS July 1, 2023, through June 30, 2027.

2. That the Township Manager and the Township's legal counsel are hereby authorized to memorialize a new contract for the foregoing term that incorporates and is consistent with the negotiated changes reflected in the Agreement. (Attached)

3. That all provisions of the said contract once confirmed and adopted hereinafter shall be construed as consistent with and not as a waiver of any existing constitutional or statutory provisions.

3. That the Township Clerk and the Mayor are hereby authorized to execute, seal, and deliver said Agreement on behalf of the Township.

4. Notice of this action shall be published as required by law.

#### MEMORANDUM OF AGREEMENT

#### BETWEEN

#### TOWNSHIP OF WILLINGBORO

AND

#### CWA LOCAL 1036

#### SCHOOL TRAFFIC GUARDS

WHEREAS, the Township of Willingboro and CWA Local 1036 ("Union") are parties

to a collective negotiations agreement covering School Traffic Guard employees

and

WHEREAS, the collective negotiations agreement for this unit expired on June 30, 2023 and the Parties have negotiated tentative agreements for terms for a successor agreement;

and

WHEREAS, the Parties have memorialized those tentative agreements in this

Memorandum of Agreement and recommend approval to their respective governing bodies

(Union membership and Willingboro Township Council); and

NOW THEREFORE, the parties agree as follows:

#### Article XXXII Term of Agreement and Cover page

• Duration: The collective negotiations agreement will be a 4-year contract commencing on

July 1, 2023, and ending on June 30, 2027.

This Agreement shall be in full force and effect from July,1 2018 through June 30, 2023
 July 1,2023 through June 30,2027. and for succeeding periods of twelve (12) months
unless either party shall notify the other in writing prior to April 1,2023, or prior to
ninety (90) days of the expiration date of June 30,2023 of its desire to negotiate a new
contract, within the limits provided for herein, and if no Agreement shall have been
reached on the date of the expiration of this Agreement, the Agreement shall be
extended and remain in full force and effect until the negotiations have been completed
and a new Agreement takes effect.

#### Article II Recognition & Attachment A

• Change Title of "Clerk" and the title of "Assistant Supervisor/Clerk" and replace them with **Head Guard**.

#### **Article VI Salaries**

- Employees shall move through all Step A & D during negotiations of a successor agreement and including after the expiration of the agreement. They shall receive the next step rate in the salary scale below. All new increased rates that were negotiated in the successor agreement shall then apply and the employee(s) shall receive the difference in the increase that was negotiated which shall be paid retroactively. If the employee was also moving into the next step they shall also receive the difference in the increase that has been negotiated for the next step which shall also be paid retroactively. There shall be no movement on the salary guide upon expiration of this Agreement.
- 3% increase for all 4 years of the contract effective July 1<sup>st</sup> of each year (2023,2024,2025,2026)
- The effective date for this Agreement shall be retroactive to July 1,2023
- Additional Duties: MEL training- with submission of proof of successful completion of training employee will receive 2 hours compensation at regular hourly rate.
- Head Guard- will receive a differential equivalent to the salary % increase per year of the contract.

#### Article XXIII- Uniforms and Cleaning Allowance

- The township shall supply the following items (adding) "and replace such items upon necessity for wear and tear" to all guards including new hires without any cost to the employee.
- Adding Raincoat
- The township will agree to provide bargaining unit employees with an annual boot/shoe card\* up to one hundred dollars (\$100.) \*this will be used at the a vendor designated by the township.

#### Article XXX Retirement

 Employees who retire after (10) years of service with the Township shall receive \$125.00 (one hundred and twenty five dollars) \$175.00 (one hundred and seventy-five dollars) for each year employed with the Township upon retirement.

# WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-11
DATE:	January 16, 2024
SUBMITTED BY:	Dwayne Harris
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	MODIFYING RESOLUTION 2023-272 "RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ESTABLISH NOT TO EXCEED CONTRACT AMOUNT FOR MAIN ACCESS SYSTEMS INC., A CONTRACTED PARTICIPANT IN THE NJ STATE APPROVED PURCHASING COOPERATIVE CONTRACT T2424 TO UPGRADE THE CAMERA SYSTEMS AT THE MUNICIPAL COMPLEX AND DEPARTMENT OF PUBLIC WORKS"
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	
RECOMMENDED COUNCIL ACTION:	Amend Resolution 2023-272 to correct the account number on the Certification of Funds. The Township of Willingboro approved Resolution 2023-272 to establish a not-to-exceed amount for Main Access Systems Inc. to upgrade the camera systems at The Municipal Complex and Department of Public Works for the 2023 contract year. The approved resolution did not contain the entire account number for the budget line item. We would like to amend the resolution to include
	the entire budget line item: IT Capital Account C-04-55-923-011-021.

Amend Resolution 2023-272 -Revised\_Main\_Access\_Systems\_NTE\_Resolution\_state\_contract\_2023.docx doc01242720240108125544.pdf

# **RESOLUTION 2024-**

### MODIFYING RESOLUTION 2023-272 "RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ESTABLISH NOT TO EXCEED CONTRACT AMOUNT FOR MAIN ACCESS SYSTEMS INC., A CONTRACTED PARTICIPANT IN THE NJ STATE APPROVED PURCHASING COOPERATIVE CONTRACT T2424 TO UPGRADE THE CAMERA SYSTEMS AT THE MUNICIPAL COMPLEX AND DEPARTMENT OF PUBLIC WORKS"

**WHEREAS** The Township of Willingboro approved Resolution 2023-272 to establish a not-to-exceed amount for Main Access Systems Inc. to upgrade the camera systems at The Municipal Complex and Department of Public Works for the 2023 contract year; and

**WHEREAS** purchase orders issued for previous services provided by this vendor in the aggregate amount of \$9,126.00 and the currently desired services to install new IP cameras and multi-sensor cameras will cause the aggregate to exceed the \$17,500.00 resolution threshold; and

**WHEREAS** the Township Manager and Assistant Director of Information Technology have determined and certified in writing that the value of the contract will exceed \$17,500 for services to be provided in 2023; and

**WHEREAS** the desired services from Main Access Systems Inc. have a determined Not to Exceed the amount of \$150,000 for the 2023 contract year; and

**WHEREAS** the CFO had certified that unencumbered and available funds in the amount of \$140,874.00 were available for the contract under the budget line item but the approved resolution did not contain the entire account number [IT Capital Account C-04-55-923-011]; and

**WHEREAS** the CFO does hereby certify that unencumbered and available funds in the amount of \$140,874.00 are available for the contract under budget line item: IT Capital Account C-04-55-923-011-021 as is indicated by the Chief Finance Officer's attached certification.

**NOW THEREFORE BE IT RESOLVED,** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 16<sup>th</sup> day of January 2024, in open public session that Resolution 2023-272 is hereby amended establishing a not to Exceed Amount for upgrading the camera systems at the Municipal Complex and Department of Public Works provided by Main Access Systems Inc for 2023 in the amount of \$140,874.00 under budget line item: IT Capital Account C-04-55-923-011-021.

**BE IT FURTHER RESOLVED,** this Resolution and supporting documents shall be available for public inspection in the office of the Municipal Clerk.

# TOWNSHIP OF WILLINGBORO RESOLUTION 2023-272

### RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ESTABLISH NOT TO EXCEED CONTRACT AMOUNT FOR MAIN ACCESS SYSTEMS INC., A CONTRACTED PARTICIPANT IN THE NJ STATE APPROVED PURCHASING COOPERATIVE CONTRACT T2424 TO UPGRADE THE CAMERA SYSTEMS AT THE MUNICIPAL COMPLEX AND DEPARTMENT OF PUBLIC WORKS

**WHEREAS** the Township of Willingboro is a member in good standing with the NJ State Approved Cooperative Purchasing System per Willingboro Township Resolution 2023-2; and

WHEREAS, Main Access Systems Inc. of 127 Hwy 206, Suite 36, Hamilton, New Jersey 08610 has been awarded in the NJ State Approved Contract T2424, Purchase Order Number: 17-TELE-00229 which expires on July 31, 2024; and

WHEREAS the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, N.J.S.A. 40A: 11-12a; and

WHEREAS The Township of Willingboro wishes to establish a not to exceed amount for Main Access Systems Inc to upgrade the camera systems at The Municipal Complex and Department of Public Works for the 2023 contract year; and

WHEREAS, the Township Manager and Assistant Director of Information Technology have determined and certified in writing that the value of the contract will exceed \$17,500 for services to be provided in 2023; and

WHEREAS Main Access Systems Inc will be performing services at the direction of authorized Township personnel as needed; and

**WHEREAS** The upgrade installation will replace the analog cameras that has been in use at the Municipal Complex and will replace the nonfunctioning system at Department of Public Works; and

WHEREAS the desired services from Main Access Systems Inc. have a determined Not to Exceed amount of \$150,000 for the 2023 contract year; and

WHEREAS purchase orders have been issued for previous services provided by this vendor in the aggregate amount of \$9,126.00 and the currently desired services will cause the aggregate to exceed the 17,500-resolution threshold; and

WHEREAS, the CFO has certified that unencumbered and available funds in the amount of \$140,874 are available for the contract under budget line item: IT Capital Account C-04-55-923-011 as is indicated by the Chief Finance Officer's attached certification; and

**NOW THEREFORE BE IT RESOLVED,** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 19<sup>th</sup> day of December 2023, in open public session that the Established Not To Exceed Amount for upgrading the camera systems at The Municipal Complex and Department of Public Works provided by Main Access Systems Inc for 2023 is \$140,874; and

**BE IT FURTHER RESOLVED,** this Resolution and supporting documents shall be available for public inspection in the office of the Municipal Clerk.

# TOWNSHIP OF WILLINGBORO RESOLUTION 2023-272

Attest:

Kaya T. McIntosh, Mayor

Brandon L. Garcia, RMC Township Clerk

Councilmember	Motion	2 <sup>nd</sup>	Yea	Nay	Recuse	Abstain	Absent
т.							
Councilman Anderson		X	X				
Councilwoman Perrone			X				
Councilwoman Worthy			X				
Deputy Mayor Whitfield			X				
Mayor McIntosh	X		X				
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# WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-12
DATE:	January 16, 2024
SUBMITTED BY:	Dwayne Harris
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	Resolution Approving the 2024 Holiday Schedule for Township Employees
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	
<b>RECOMMENDED COUNCIL ACTION:</b>	Approve the 2024 Holiday schedule for the Township of Willingboro. We are asking the Council to affirm the 2024 Holiday Schedule for WILLINGBORO TOWNSHIP EMPLOYEES

ATTACHMENTS: Holiday Schedule 2024.docx

# **Resolution 2024-**

# A RESOLUTION APPROVING THE 2024 HOLIDAY SCHEDULE FOR WILLINGBORO TOWNSHIP EMPLOYEES

BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 16th day of January 2024, in an open public session that the Township Council approves the 2024 Holiday schedule for the Township of Willingboro.

Monday, January 1st	New Year's Day (Observance)
Monday, January 15 <sup>th</sup>	Dr. Martin Luther King Jr. Day
Monday, February 19 <sup>th</sup>	Presidents' Day
Friday, March 29 <sup>th</sup>	Good Friday
Monday, May 27 <sup>th</sup>	Memorial Day
Thursday, July 4 <sup>th</sup>	Independence Day
Monday, September 2 <sup>nd</sup>	Labor Day
Monday, October 14 <sup>th</sup>	Indigenous People Day [Columbus Day]
Monday, November 11 <sup>th</sup>	Veterans Day
Thursday, November 28 <sup>th</sup>	Thanksgiving Day*
Friday, November 29 <sup>th</sup>	Day after Thanksgiving Holiday
Wednesday, December 25 <sup>h</sup>	Christmas Day*

\*Township Offices Close at 2:00 pm the day before Thanksgiving and Christmas

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-13
DATE:	January 16, 2024
SUBMITTED BY:	Dwayne Harris
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO ADOPTING THE PERSONNEL POLICIES AND PROCEDURES MANUAL AND EMPLOYEE HANDBOOK AND EMPLOYEE HANDBOOK

#### **SUGGESTED ACTION:**

**REQUEST FOR ACTION:** 

**RECOMMENDED COUNCIL ACTION:** 

Adopt the updated /MEL-approved Personnel Policies and Procedures Manual and Employee Handbook

> Willingboro maintains, and is required every two years to update, our Personnel Manual and Employee Handbook, setting forth the Policies & Procedures applicable to Township employees outside the context of matters directly addressed through collective bargaining agreements. This is in the best interest of the Township and its citizens as it activities certain protections and reduces liabilities in the event of a claim.

#### **ATTACHMENTS:**

Adopting the 2024 Personnel Policies and Procedures Manual and Employee Handbook.docx

# **RESOLUTION 2024-**

# RESOLUTION OF THE TOWNSHIP OF WILLINGBORO ADOPTING THE PERSONNEL POLICIES AND PROCEDURES MANUAL AND EMPLOYEE HANDBOOK AND EMPLOYEE HANDBOOK

WHEREAS the Township of Willingboro maintains, and periodically updates, a Personnel Manual ("Manual") and Employee Handbook setting forth the Policies & Procedures applicable to Township employees outside the context of matters directly addressed through collective bargaining agreements; and

WHEREAS the Township Council desires to adopt the updated /MEL-approved Personnel Policies and Procedures Manual and Employee Handbook; and

WHEREAS the Township Council finds that adopting the Personnel Policies and Procedures Manual and Employee Handbook is in the best interest of the Township and its citizens as it activities certain protections and reduces liabilities in the event of a claim; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council in the Township of Willingboro, County of Burlington, State of New Jersey in an open session held January 16<sup>th</sup>, 2024, that the 2024 Personnel Policies and Procedures Manual and Employee Handbook is hereby adopted.

BE IT IS FURTHER RESOLVED that the Township Manager and Human Resources Department shall provide a digital means for all employees to access a complete copy of the Personnel Policies and Procedures Manual and Employee Handbook and shall require each employee to sign and date an Acknowledgment that the employee is responsible and obligated to read and adhere to the policies and procedures outlined in the Personnel Policies and Procedures Manual and Employee Handbook. Failure of the employee to sign an Acknowledgment does not exempt them from the Personnel Policies and Procedures contained therein.

# WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-14
DATE:	January 16, 2024
SUBMITTED BY:	Anthony Burnett
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION AUHTORIZING AGREEMENT WITH VIRTUA HEALTH INC. FOR THE PROVISION OF ADVANCED LIFE SUPPORT SERVICES TRANSPORTATION
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	Resolution needed to authorize an Agreement between Willingboro Township and Virtua Health Inc. for Advanced Life Support Services Transportation.
RECOMMENDED COUNCIL ACTION:	
COUNCIL ACTION.	Approve resolution authorizing and Agreement between Willingboro Township and Virtua Health Inc for Advanced Life Support Services Transportation.
	Approve resolution authorizing Agreement between Willingboro Township and Virtua Health Inc for Advanced Life Support Services Transportation from February 1, 2024 to January 31, 2025. Virtua Health Inc. compensates Willingboro Township through the Third Party Billing Services for transports when Advanced Life Support Services are required for patient care. The purpose of the Agreement is only for billing purposes that deal with Medicare and Medicaid patients where one entity submits a combined bill for their services. Virtua Health then agrees to pay Willingboro Township the sum of \$439.59 for each patient covered by Medicare and \$70.00 for each patient covered by Medicaid contingent on the Medicare/Medicaid allowable rates.

**ATTACHMENTS:** 

Resolution - Authorizing Agreement with Virtua Health Inc.docx Willingboro TBA 02012024 AGREEMENT.pdf Virtua Agreement Explanation.docx

# **RESOLUTION 2024-**

# RESOLUTION AUTHORIZING AGREEMENT WITH VIRTUA HEALTH INC. FOR THE PROVISION OF ADVANCED LIFE SUPPORT SERVICES TRANSPORTATION

**WHEREAS** the Township of Willingboro provides Basic Life Support services and transportation to its residents and others in specific situations; and

**WHEREAS** the Township has a need to provide Advanced Life Support Services (ALS) transportation to its residents and others in specific situations; and

**WHEREAS** Virtua Health Inc. is the only provider licensed by the State of New Jersey to provide Advanced Life Support services (Mobile Intensive Care Unit - MICU) in Burlington County; and

**WHEREAS** the Mobile Intensive Care Unit in Burlington County do not have a transport vehicle (ambulance) and therefore rely upon the agencies or municipalities to transport patients to local area hospitals while they provide the crew for that agency's ambulance; and

**WHEREAS** the Township of Willingboro finds that it is in the best interest of the Township to enter into an Agreement with Virtua Health Inc. for the transportation of individuals requiring advanced life support emergency medical transportation services effective February 1, 2024; and

**WHEREAS** the federal government permits only one agency to submit a combined bill for their services when Medicare and Medicaid patients are involved; and

**WHERAS** the purpose of this agreement is only for billing purposes that deal with Medicare and Medicaid patients and all other insurances are billed by both Basic Life Support and Advanced Life Support agencies; and

**WHEREAS** in order to provide the advanced life support services, the Township of Willingboro intends to enter into the Transport Agreement between the Township of Willingboro and Virtua Health Inc. for a period of one (1) year, effective February 1, 2024, and terminating January 31, 2025; and

**WHEREAS** Virtua Health agrees to pay Willingboro the sum of \$439.59 for each patient covered by Medicare and \$70.00 for each patient covered by Medicaid contingent on the Medicare/Medicaid allowable rates that may be adjusted should these rates change by law; and

**WHEREAS** the Township Council finds that the health, safety, and welfare of the residents of the Township of Willingboro will benefit from Willingboro entering into a Transport Agreement with Virtua Health Inc. for one year.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council, assembled in an open public session on this 16th day of January 2024 that the Mayor and Township Clerk are hereby authorized to execute the Transport Agreement between Willingboro Township and Virtua Health Inc. attached hereto.

#### **TRANSPORTATION BILLNG AGREEMENT**

This Amendment is entered into and effective upon the date of its signing and is by and between Virtua Health, Inc., with its corporate offices located at 303 Lippincott Drive, Executive Offices, 4<sup>th</sup> floor, Marlton, New Jersey 08053, for itself and on behalf of its Affiliates ("**Virtua**"), and Willingboro Township EMS, a Non Profit corporation with its offices at 398 Charleston Rd, Willingboro NJ <u>08046 (the "Supplier")</u>. All terms not otherwise defined herein shall take their meaning from the Transport Billing Agreement.

#### RECITALS

WHEREAS, Virtua and Supplier entered into a Transport Billing Agreement dated 2/1/2022, (collectively, the "Agreement") by which Virtua provides Supplier with Advanced Life Support Services; and, Supplier provides Basic Life Support Services and transportation to meet the needs of the New Jersey residents and others within the boundaries of all areas served by Willingboro Township EMS (the "Region");

WHEREAS, Supplier provides emergency transport for patients to various hospitals in the Region for specified fees;

**WHEREAS**, Supplier is appropriately and currently licensed by the New Jersey Department of Health pursuant to N.J.A.C. 8:40 et seq.;

**WHEREAS**, Supplier and Virtua are both properly enrolled as providers in the Medicare and Medicaid programs by the Centers for Medicare & Medicaid Services ("CMS");

**WHEREAS**, Supplier has a need to provide Advanced Life Support Services to its residents and others in specific situations in the Region;

WHEREAS, Virtua is a provider of such Advanced Life Support Services in the Region;

**WHEREAS**, Supplier has expressed a desire for Virtua to provide it with Advanced Life Support Services as set forth herein; and

**WHEREAS**, the health, safety and welfare of the residents of the Region will benefit from Supplier and Virtua entering into this mutual agreement;

**WHEREAS,** the Parties desire to extend the term of the Agreement for one (1) year period, as further described herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

- 1. **TERM**. This Amendment shall renew the original Transport Agreement between the Parties, which was effective 2/1/2022 ("Agreement") and extend the term of the Agreement for an additional one (1) year period effective 2/1/2024 and terminating 1/31/2025. Upon expiration of this Amendment's renewal term, the parties may extend the term of the Agreement by mutual written consent.
- 2. NOTICE OF TERMINATION: Either party may terminate this Agreement, for any reason whatsoever or no reason, upon ninety (90) days prior written notice to the non-terminating party.
- 3. WARRANTY OF NON-EXCLUSION FROM FEDERAL PROGRAMS: Each party to the Agreement represents that: (i) it is not currently excluded or threatened with exclusion, from participating in any federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. If such an exclusion or sanction should occur, the non-excluded, non-sanctioned party may promptly terminate this Agreement.
- 4. **COMPENSATION:** Virtua Health, Inc. agrees to pay Willingboro Township EMS the sum of \$439.59 for each patient covered by Medicare and the sum of \$70.00 for each patient covered by Medicaid. Compensation is based on the Medicare/Medicaid allowable rates. Should these rates change, by law, during the course of this Agreement, the compensation rates will be adjusted accordingly. Virtua shall render payment within thirty (30) days after receiving the monthly invoice from F&S billing agency.
- 5. **JURISDICTION:** The Agreement and this Amendment shall be governed by the laws of the State of New Jersey without regard to its conflict of law principals.
- 6. **EFFECT OF AGREEMENT**: In the event that the terms of this Amendment conflict with, vary from or modify the terms and provisions of the Agreement, then in such event, the terms and provisions of this Amendment shall control and govern the rights and obligations of the parties. Any provisions of the Agreement which are unchanged shall continue in full force and effect and shall not be deemed to be modified, amended or deleted as a result of this Amendment except as to the terms set for the above.
- 7. COUNTERPARTS: This Amendment may be signed in counterparts, any one of which

shall be deemed an original.

The undersigned certifies that he, or she, is authorized to execute this agreement on behalf of the parties, and do and perform all acts and things which he/she deem to be necessary or appropriate to carry out the terms of the Agreement, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023.

#### VIRTUA HEALTH, INC.

Willingboro Township EMS

Ву:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

# For Township Council Use Only

Virtua Agreement Explanation: (For Medicare & Medicaid Transports Only)

- Willingboro Township provides transportation services (Basic Life Support BLS) to the residents and other communities.
- Some emergency medical incidents require Advanced Life support Services. Advanced Life Support is defined as a set of life-saving protocols and skills that extend Basic Life Support to further support circulation and provide an open airway and adequate ventilation (breathing); including defibrillation, drugs and medications.
- Within Burlington County, Virtua Health has been designated by the State of New Jersey as the licensed provider for advanced life support services (Mobile Intense Care – MICU).
- The Mobile Intense Care units in Burlington County do not have a transport vehicle (ambulance) so they rely on each agency to transport patients to area hospitals while they crew the back of the that particular agency's ambulance.
- Virtua Health has an agreement with each basic life support service agency within the county that bill for service for transports. The reason for the agreement is the federal government only allows one agency to submit a combined bill for their services when Medicare and Medicaid patients are involved.
- In this agreement Virtua Health agrees to compensate the transporting agency a designated fee for the transport when a patient who is covered by Medicare & Medicaid insurances and is rendered treatment by the Virtua Mobile Intensive Care Unit personnel.
- This agreement is only for billing purposes that deal with Medicaid and Medicare patients. All other insurances are billed by both Basic Life Support and Advanced Life Support agencies.

Respectfully submitted,

Anthony Burnett Chief of Department

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-15
DATE:	January 16, 2024
SUBMITTED BY:	Eusebia Diggs
ІТЕМ ТҮРЕ:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR MUNICIPAL ACCOUNTING SOFTWARE LICENSING AND MAINTENANCE
SUBJECT: SUGGESTED ACTION:	CONTRACT FOR MUNICIPAL ACCOUNTING SOFTWARE
	CONTRACT FOR MUNICIPAL ACCOUNTING SOFTWARE

**ATTACHMENTS:** Edmunds resolution 2024.docx

# **RESOLUTION NO. 2024-**

## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR MUNICIPAL ACCOUNTING SOFTWARE LICENSING AND MAINTENANCE**

**WHEREAS** the Willingboro Township needs to enter into a contract for municipal accounting software, licensing and maintenance agreement, and purchase-related equipment; and

WHEREAS, the Edmunds GovTech has agreed to provide:

- 1. Financial software licenses, provide the necessary maintenance and equipment for the amount of \$19,412.65 as outlined in their quote dated 1/1/24.
- 2. Provide the necessary maintenance for Motorola and Epson equipment for the amount of 1,160.56 as outlined in their quote dated 1/1/24.
- 3. Software Hosting services (Level II) for the amount of \$7571.20 as outlined in their quote dated 1/2/24
- 4. Finance Viewpoint Dashboard for an estimated fee of 4,000.00 as outlined in their proposal dated 10/2/23; and

**WHEREAS** N.J.S.A. 19:44A-20.4 et seq states "only a Governing Body, by resolution, can award contracts awarded by any authorized process including formal quotations; and contract that are exempt from the bidding process, or for professional or extraordinary unspecifiable services, above seventeen thousand five hundred (\$17,500.00) dollars."; and

**WHEREAS** Pursuant to NJAC 5:34-9.1(a)(2)(ii) This procurement meets the criteria of proprietary services as it is necessary for the conduct of the township's affairs because Edmunds GovTech Inc. provides uniquely customized financial software services that preclude the use of other goods or services; and

WHEREAS The representatives at Edmunds GovTech Inc, have been proven to provide quality service work; and

WHEREAS Edmunds GovTech has completed and submitted:

- 1. Business Entity Disclosure Certification, which certifies that Edmunds GovTech has not made any reportable contributions to a political or candidate committee in the Township of Willingboro in the previous year and the contract will prohibit Edmunds GovTech from making any reportable contributions through the term of the contract required Pursuant to N.J.S.A. 19:44A-20.8
- 2. Political Contribution Disclosure Form from required under N.J.S.A. 19:44A-20.26
- 3. Valid New Jersey Business Registration Certification pursuant to P.L. 2004, c.57

WHEREAS, the CFO has certified the availability of the funds for the contract; and

**WHEREAS**, Funds have been appropriated in the 2024 budget and funds are available for this purpose in the following budget accounts: Finance Admin Contractual 4-01-20-130-000-132 as indicated by the attached Treasurer's Certification; and

**WHEREAS** that the duration of the contracts between the Willingboro Township and Edmunds GovTech shall be from Jan 1, 2024, to Dec 31, 2024; and

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County

of Burlington, State of New Jersey, on this 16th day of January 2024, in open public session that the governing

body authorizes a contract for financial software services, maintenance, and support in the total amount of \$33,000 from Edmunds GovTech for the 2024 contract year that is consistent with this resolution; and

**BE IT FURTHER RESOLVED,** this Resolution and the supporting documents shall be available for public inspection in the office of the Municipal Clerk.

Attest:

Brandon Garcia, Township Clerk

Kaya McIntosh, Mayor

#### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-16
DATE:	January 16, 2024
SUBMITTED BY:	Eusebia Diggs
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	Resolution Authorizing the Approval of Vouchers for
	Payment & Ratification
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	

**RECOMMENDED COUNCIL ACTION:** 

ATTACHMENTS: Resolution for approval of Bill List and Ratifications.doc JANUARY 2024 RATIFIED CHECKS BILL LIST 1.pdf 2024 JANUARY 2024 BILL LIST 1.xlsx

# **RESOLUTION NO. 2024 -**

### AUTHORIZING THE APPROVAL OF VOUCHERS FOR PAYMENT & RATIFICATION

WHEREAS Willingboro Township Council received the January 2024, Bill List #1 and had an opportunity to review said Bill List.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of January 2024 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.

Attest:

Kaya McIntosh Mayor

Brandon Garcia, RMC Township Clerk

Councilmember	Motion	2 <sup>nd</sup>	Yea	Nay	Recuse	Abstain	Absent
Councilwoman Perrone							
Councilwoman Whitfield							
Councilwoman Worthy							
Deputy Mayor Anderson							
Mayor McIntosh							

Januai	۰y	9,	2024
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"RATIFIED CHECKS"

TOWNSHIP OF WILLINGBORO Check Register By Check Date "RATIFIED CHECKS"

Page No: 1

45

	g Accts: 01010101 to 01010 rt Type: All Checks	0101 Rang Report Format:	e of Check Dates: 01/01/24 t Detail Check Type:		Dir Deposit: Y
Check # Check Da PO # Item	te Vendor Description	Amount Paid	Charge Account	Reconciled Account Type Contract	l/Void Ref Num : Ref Seq Acct
01010101 72672 01/08/24 24-00036 1	CASH - TD BANK #4281975256 PROFE080 PROF MUN MGMNT JOINT 2024 1ST INSTALL PMM JOINT INS		4-01-23-210-001-180 Burlington Mun Jt Insurance	Budget	3004 1 1
72673 01/09/24 23-02779 1	BOACARD BANK OF AMERICA Jingle Jangle Jam,Rec Trust	1,118.33	3-01-20-110-110-131 TOWN COUNCIL Special Projec	Budget t	3005 1 1
23-02780 1	Jingle Jangle Jam,Rec Trust	1,328.80	3-01-20-110-110-131 TOWN COUNCIL Special Projec	Budget	2 1
24-00045 1	Gasoline for Police Vehicles	1,107.00		Budget	3 1
Checking Account	Totals <u>Paid</u> <u>Void</u> Checks: 2 0 virect Deposit: <u>0</u> <u>0</u> Total: 2 0	897,077	.46 0.00 .00 0.00		
Report Totals	PaidVoidChecks:20virect Deposit:00Total:20	897,077	.46 0.00 .00 0.00		

"RATIFIED CHECKS"

January 9, 2024 01:41 PM "RATIFIED CHECKS"			OF WILLINGBORO er By Check Date	"RATIFIED	Page No: 2		
Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total		
CURRENT FUND	3-01	3,554.13	0.00	0.00	3,554.13		
CURRENT FUND	4-01	893,523.33	0.00	0.00	893,523.33		
	Total Of All Funds:	897,077.46	0.00	0.00	897,077.46		

"RATIFIED CHECKS"

Description	PO #	Vendor Name	Item Description			Check Date Void Date	Invoice
OWN MANAGER Office Supplies	23-02842	AMAZON CAPITAL SERVICES INC.	5 SUBJECT NOTEBOOK	17.98	72675	1/16/2024	1HWK-4JYH-6RGL
OWN MANAGER Office Supplies	23-02842	AMAZON CAPITAL SERVICES INC.	26 POCKET FILE FOLDER	16.39	72675	1/16/2024	1HWK-4JYH-6RGL
OWN MANAGER Office Supplies	23-02842	AMAZON CAPITAL SERVICES INC.	CHESS NOT CHECKERS	260.40	72675	1/16/2024	1HWK-4JYH-6RGL
OWN MANAGER Office Supplies	23-02842	AMAZON CAPITAL SERVICES INC.	2024 PLANNER	24.79	72675	1/16/2024	1HWK-4JYH-6RGL
OWN MANAGER Office Supplies	23-02842	AMAZON CAPITAL SERVICES INC.	CHAIR MAT	34.99	72675	1/16/2024	1HWK-4JYH-6RGL
OWN MANAGER Office of Communications	23-02794	TANYA Y. JACKSON	Township Photo Display	132.92	72716	1/16/2024	REIM TWP DISPLA
OWN MANAGER Office of Communications	23-02795	TANYA Y. JACKSON	Pizza Party - Hawthorne Park	258.30	72716	1/16/2024	12/11/2023 #3
OWN MANAGER Office of Communications	23-02796	TANYA Y. JACKSON	Tree Lighting Expenses	189.36	72716	1/16/2024	REIMB 2023
OWN MANAGER Office of Communications	23-02797	TANYA Y. JACKSON	League Expenses	167.36	72716	1/16/2024	REIMB LEAG EXP
OWN MANAGER Office of Communications	23-02808	AMAZON CAPITAL SERVICES INC.	11x17 PRESENTATION PAPER	31.98	72675	1/16/2024	1MVR-QYFF-PX44
JRCHASING Travel Expense	23-02850	GEORGE M. BROWN JR.	CONFERENCE REIMBURSEMENT NOV23	133.35	72678	1/16/2024	REIM CONF 2023
OWN COUNCIL Printing	23-02801	NATHANIEL ANDERSON	PLAQUE	289.32	72705	1/16/2024	2046 11/29/23
OWN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	SET OF 6 CHAIRS	429.00	72675	1/16/2024	1R7F-XRRF-1YGG
WN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	L SHAPED DESK	677.80	72675	1/16/2024	1R7F-XRRF-1YGG
WN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	CONFERENCE ROOM TABLE	539.10	72675	1/16/2024	1R7F-ZRRF-1YGG
WN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	5 SHELF BOOKCASE	379.99	72675	1/16/2024	1R7F-XRRF-1YGG
WN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	ERGONOMIC OFFICE CHAIR	379.98	72675	1/16/2024	1VVR-KPV9-MLFP
WN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	STORAGE CABINET	328.14	72675	1/16/2024	1R7F-XRRF-1YGG
WN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	MINI FRIDGE	259.99	72675	1/16/2024	1R7F-XRRF-1YGG
WN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	COAT RACK	29.99	72675	1/16/2024	1R7F-XRRF-1YGG
OWN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	16 OUTLET POWER SRIP	39.99	72675	1/16/2024	1R7F-XRRF-1YGG
WN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	2 PACK POWER STRIP	28.98	72675	1/16/2024	1R7F-XRRF-1YGG
OWN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	DESK LAMP	51.98	72675	1/16/2024	1R7F-XRRF-1YGG
OWN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	KEURIG COFFEE MAKER	89.99	72675	1/16/2024	1R7F-XRRF-1YGG
OWN COUNCIL Special Project	23-02812	AMAZON CAPITAL SERVICES INC.	CONDIMENT ORGANIZER	19.09	72675	1/16/2024	1R7F-XRRF-1YGG
OWN COUNCIL Special Project	24-00041	TRIAD ADVISORY SERVICES, INC	NOV 2023 AFFORD HOUS WAIT LIST	150.00	72720	1/16/2024	59013
OWN COUNCIL Miscellaneous	23-02391	Maryland Transportation Auth.	Tolls/Civil Penalty/NJ-35764MG	246.00	72702	1/16/2024	3/2023 & 8/2023
OWNSHIP CLERK Contractual	23-02799	VANESSA CLOUDEN	REGISTAR SERVICES	700.00	72682	1/16/2024	12/7,8,12,14/23
OWNSHIP CLERK Contractual	23-02815	VANESSA CLOUDEN	REGISTRAR SERVICES 12/15/23	175.00	72682	1/16/2024	12/15/2023
NANCE ADMIN Contractual	24-00039	MCMANIMON & SCOTLAND LLC	6/30/23 PROF SVC RE NOTE SALE	86.00	72701	1/16/2024	209508
NANCE ADMIN Contractual	24-00043	MCMANIMON & SCOTLAND LLC	PROF SVC NOV 30.2023 INV216747	3,578.03	72701	1/16/2024	216747
VP ATTORNEY Special Project	24-00046	SURENIAN, EDWARDS & NOLAN LLC	AFFORD HOUSING COUNSEL SEPT23	467.50	72715	1/16/2024	SEPT 2023
ONST OFFICIAL Awards & Dues	23-02846	Shaleen Bolling-Gonzalez	Reimbursement for NJLM League	95.00	72713	1/16/2024	11199 11/6/23
ONST OFFICIAL Travel Expense	23-02845	Shaleen Bolling-Gonzalez	Reimbursement for NJLM League	5.90	72713	1/16/2024	REIM 11/14 NJLM
ONST OFFICIAL Training	23-02703	CODE ENF. OFFICER SFTY FOUNDAT.	CEO Safety Training	250.00	72684	1/16/2024	128
OMINISTRATION Contractual	23-01353	DOCUVAULT SECURE SHREDDING LLC	SHREDDING SERVICES	145.45	72689	1/16/2024	0272306
ATROL Awards & Dues	23-02085	TOWN LINE TROPHY & DESIGN	PATROL YEARLY AWARDS	500.00	72719	1/16/2024	18541174610
DLICE DEPT PATROL Training	23-02166	CALIBRE PRESS	EXECUTIVE COMMAND TRAINING	359.00	72680	1/16/2024	85286
ATROL SWAT Expenses	23-02036	LAWMEN SUPPLY CO	SWAT EQUIPMENT/SUPPLIES	568.80	72699	1/16/2024	INV23-40202
ATROL SWAT Expenses	23-02036	LAWMEN SUPPLY CO	SWAT EQUIPMENT/SUPPLIES	817.68	72699	1/16/2024	INV23-40202
9 EXPENSES	23-02163	CONCORD PET FOOD & SUPPLIES	K9 UNIT PET FOOD	52.27	72685	1/16/2024	AUGUST
9 EXPENSES	23-02163	CONCORD PET FOOD & SUPPLIES	K9 UNIT PET FOOD	52.27	72685	1/16/2024	OCTOBER
9 EXPENSES	23-02163	CONCORD PET FOOD & SUPPLIES	K9 UNIT PET FOOD NOVEMBER	127.06	72685	1/16/2024	NOVEMBER
ETECTIVES Awards & Dues	23-02086	TOWN LINE TROPHY & DESIGN	POLICE YEARLY AWARDS	45.00	72719	1/16/2024	18541174610
ETECTIVES Contractual	23-00179	TLO. LLC	DETECTIVE INVEST DATABASE	92.40	72717	1/16/2024	286156-202312-1
AFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	727722	1/16/2024	136358
AFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	72722	1/16/2024	136387
AFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	72722	1/16/2024	081231
AFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	72722	1/16/2024	642404
AFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	255239
AFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	255287
AFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	395517
AFF SERVICES Ven Maintenance	23-02004	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	736086
AFF SERVICES Veh Maintenance	23-02004	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	816244
AFF SERVICES Veh Maintenance	23-02004	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	026608
AFF SERVICES Ven Maintenance	23-02664	BHUPINDER ENTERPRISE INC BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH POLICE FLEET CAR WASH	13.00	72722	1/16/2024	026594
AFF SERVICES Ven Maintenance AFF SERVICES Veh Maintenance	23-02664 23-02664	BHUPINDER ENTERPRISE INC BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH POLICE FLEET CAR WASH	13.00	72722	1/16/2024 1/16/2024	026594 166936
	23-02664 23-02664			16.00	72722	1/16/2024	562093
FAFF SERVICES Veh Maintenance		BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH				
AFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	632314
FAFF SERVICES Veh Maintenance FAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	72722	1/16/2024	642301
	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	922735

STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	273210
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	343364
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	403544
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	473748
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	553781
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	684157
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	72722	1/16/2024	684321
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	834631
STAFF SERVICES Veh Maintenance	23-02004	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	227271
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	72722	1/16/2024	307529
	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	568554
STAFF SERVICES Veh Maintenance							
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	72722	1/16/2024	520105
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	72722	1/16/2024	590182
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	800433
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	940853
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	13.00	72722	1/16/2024	011119
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	361689
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	431823
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	491911
STAFF SERVICES Veh Maintenance	23-02664	BHUPINDER ENTERPRISE INC	POLICE FLEET CAR WASH	16.00	72722	1/16/2024	491937
EMS Clothing & Equipment	23-02710	GRAND SLAM GRAPHICS LLC	Fire Supvisors Uniform TShirts	440.00	72693	1/16/2024	202401
EMS Clothing & Equipment	23-02710	GRAND SLAM GRAPHICS LLC	Fire Supvisors Uniform TShirts	330.00	72693	1/16/2024	202401
EMS Clothing & Equipment	23-02710	GRAND SLAM GRAPHICS LLC	Fire Supvisors Uniform TShirts	120.00	72693	1/16/2024	202401
EMS Radio Maint.	23-01848	JAMES T POTTS	Motorola APX Series Impress	1,060.75	72703	1/16/2024	01052024JB2
EMS Radio Maint.	23-02503	JAMES T POTTS	Repl. Channel Knobs	73.50	72703	1/16/2024	01052024JB1
EMS Radio Maint.	23-02503	JAMES T POTTS	Repl. Volume Knobs	73.50	72703	1/16/2024	01052024JB1
EMS Radio Maint.	23-02503	JAMES T POTTS	Desktop Amplified Charger M6	119.00	72703	1/16/2024	01052024JB1
EMS Vehicle Repair	23-02303	MILLER FORD SALES	2023 Blanket PO #2 (Miller)	229.96	72704	1/16/2024	5441595
FIRE DEPT Radio Maint	23-00478	JAMES T POTTS	Motorola APX Series Impress	1,060.75	72704	1/16/2024	01052024JB2
							23-0814
FIRE DEPT Veh Repair & Parts	23-02824	EMERGENCY EQUIPMENT SALES, LLC	Additional work to PO#23-02206	496.00	72690	1/16/2024	
FIRE DEPT Veh Repair & Parts	23-02843	JOHNSON SPECIALIZED TRANS INC	Dia/Repair Parking Brake/1613	2,126.78	72697	1/16/2024	892
FIRE DEPT Other Equip Maint	23-02389	DIVAL SAFETY EQUIPMENT INC.	Action Coupling - 5" Storz	290.32	72688	1/16/2024	3405487
FIRE DEPT Other Equip Maint	23-02389	DIVAL SAFETY EQUIPMENT INC.	Shipping	25.00	72688	1/16/2024	3405487
STREETS & ROAD Clothes & Equip	23-00093	AMERICAN WEAR UNIFORM	BLANKET PANTS/MAT RENTALS DPW	75.98	72676	1/16/2024	10160178
STREETS & ROAD Clothes & Equip	23-00093	AMERICAN WEAR UNIFORM	BLANKET PANTS/MAT RENTALS DPW	15.00	72676	1/16/2024	10160180
STREETS & ROAD Clothes & Equip	23-00093	AMERICAN WEAR UNIFORM	BLANKET PANTS/MAT RENTALS DPW	57.98	72676	1/16/2024	10157776
STREETS & ROAD Clothes & Equip	23-00093	AMERICAN WEAR UNIFORM	BLANKET PANTS/MAT RENTALS DPW	15.00	72676	1/16/2024	10157778
STREETS & ROAD Clothes & Equip	23-00093	AMERICAN WEAR UNIFORM	BLANKET PANTS/MAT RENTALS DPW	57.98	72676	1/16/2024	10162586
STREETS & ROAD Clothes & Equip	23-02576	WORK 'N GEAR,LLC	PURCHASE OF 1 pair WORK BOOTS	153.00	72724	1/16/2024	HA184444
STREETS & ROAD Contractual	23-01649	LOWE'S HOME CENTERS, INC	BLANKET SUPPLIES	17.81	72700	1/16/2024	76097
STREETS & ROAD Equip Repair	23-01980	WDDS ENTERPRISES, INC.	BLANKET PARTS/SERVICE	5.99	72686	1/16/2024	65726
STREETS & ROAD Vehicle Repair	23-02381	NORMAN'S GLASS & AUTO SRVC INC	WINDSHIELD REPLACEMENT #FM-04	276.43	72707	1/16/2024	14403471
STREETS & ROAD Vehicle Repair	23-02526	BURLINGTON CNTY AUTO PARTS INC	BLANKET PARTS DPW/POLICE	56.68	72679	1/16/2024	101310434
STREETS & ROAD Vehicle Repair	23-02526	BURLINGTON CNTY AUTO PARTS INC	BLANKET PARTS DPW/POLICE	7.34	72679	1/16/2024	101309097
STREETS & ROAD Vehicle Repair	23-02526	BURLINGTON CNTY AUTO PARTS INC	BLANKET PARTS DPW/POLICE	65.96	72679	1/16/2024	101309006
STREETS & ROAD Vehicle Repair	23-02526	BURLINGTON CNTY AUTO PARTS INC	BLANKET PARTS DPW/POLICE	107.83	72679	1/16/2024	101309096
STREETS & ROAD Vehicle Repair	23-02526	BURLINGTON CNTY AUTO PARTS INC	BLANKET PARTS DPW/POLICE	164.66	72679	1/16/2024	101310342
STREETS & ROAD Vehicle Repair	23-02526	BURLINGTON CNTY AUTO PARTS INC	BLANKET PARTS DPW/POLICE	58.72	72679	1/16/2024	101310532
STREETS & ROAD Vehicle Repair	23-02527	MILLER FORD SALES	BLANKET PARTS TWP. VEHICLES	1,157.78	72704	1/16/2024	5441631
STREETS & ROAD Vehicle Repair	23-02527	MILLER FORD SALES	BLANKET PARTS TWP. VEHICLES	344.56	72704	1/16/2024	5441076
STREETS & ROAD Vehicle Repair	23-02527	MILLER FORD SALES	BLANKET PARTS TWP. VEHICLES	-32.00	72704	1/16/2024	5441740
STREETS & ROAD Major Veh Repai	23-02527	HAINESPORT ENTERPRISES, INC.	SUPPLEMENTAL PARTS/LABOR	2,921.68	72694	1/16/2024	397884
STORM WATER MANAGEMENT Contractual	24-00042	SUNNYSIDE DAIRIES INC.	OCT23-JAN 3 LEAF COLL DISPOSAL	27,062.50	72094	1/16/2024	786
				54.15			
STORM WATER MANAGEMENT Equip Repair	23-02351 24-00006	MIDDLESEX WELDING SUPPLY CO REPUBLIC SERVICES.INC.	BLANKET WELDING TANK RENTAL DEC 2023 TRASH SVC		72683 72710	1/16/2024 1/16/2024	02385010 0628000981119
Garbage & Trash - Contractual				126,236.98			
BUILDING & GRD Miscellaneous	23-02832	NESTLE WATERS N AMERICA INC	WATER DISPENSER MONTHLY RENTAL	166.84	72687	1/16/2024	03L0444478085
ANIMAL CONTROL Vet Services	23-02087	ANIMAL EMERGENCY SERVICE OF SJ	EMERGENCY VET CARE	250.00	72674	1/16/2024	2074396
ANIMAL CONTROL Vet Services	23-02087	ANIMAL EMERGENCY SERVICE OF SJ	EMERGENCY VET CARE	150.00	72674	1/16/2024	2195266
ANIMAL CONTR ANIMAL CONTR Contractual	24-00040	NEW JERSEY ANIMAL CONTROL, LLC	DECEMBER 23 ACO SVCS 0004450	4,540.00	72706	1/16/2024	0004450
OFFICE ON AGING Events	23-00312	SAM'S CLUB DIRECT	2023 Supplies	205.07	72712	1/16/2024	001403
OFFICE ON AGING Events	23-00312	SAM'S CLUB DIRECT	2023 Supplies	198.94	72712	1/16/2024	001377
OFFICE of AGING-Community Affairs	23-02849	JOHN BURGO	2023 Computer Instructor	500.00	72696	1/16/2024	012

RECR SERV&PROG- Public EVENTS	23-02694	AMAZON CAPITAL SERVICES INC.	BLANKET TEEN NIGHT ITEMS 12/16	207.96	72675	1/16/2024	1JDJ-MW3P-N6NY
RECR SERV&PROG- Public EVENTS	23-02694	AMAZON CAPITAL SERVICES INC.	BLANKET TEEN NIGHT ITEMS 12/16	12.99	72675	1/16/2024	1FJK-47HT-3HG3
TELEPHONE Police	23-02800	AT&T MOBILITY II LLC	NOVEMBER 2023 BILL	164.96	72677	1/16/2024	287290701735X11
GASOLINE Industrial Dr	23-02827	RIGGINS INC.	FOR DIESEL	4,523.84	72711	1/16/2024	75113698
GASOLINE Industrial Dr	23-02828	RIGGINS INC.	FOR GASOLINE	4,454.30	72711	1/16/2024	75113700
MUN.COURT Contractual	23-02817	ELIZABETH TOMMASI	12/14/23 SVC REN COURT RECORDE	150.00	72718	1/16/2024	DEC 14,2023
MUN.COURT Contractual	23-02844	ELIZABETH TOMMASI	12/21/23 SVC REND COURT RECORD	150.00	72718	1/16/2024	DEC 21,2023
MUN.COURT Interpreter	23-02818	PARA-PLUS TRANSLATIONS, INC.	INTER SVC NOV 2023 INV#173202	1,290.00	72708	1/16/2024	173202
MUN.COURT Interpreter	23-02819	LANGUAGE LINE SERVICES INC	12/13/23 INTER SVC NOV 2023	39.10	72698	1/16/2024	11162038
Maintenance cost	23-02259	GAINES CONSTRUCTION GROUP	Property Violation Abatement	1,150.00	72692	1/16/2024	20221115
LIBRARY Contractual	24-00035	WILLINGBORO PUBLIC LIBRARY	1st QTR 2024 INITIAL REQUEST	149,062.50	72723	1/16/2024	1ST QTR INITIAL
Stormwater & Drains	23-02069	CONSOLIDATED STEEL & ALUMINUM	FENCE REPAIRS	5,050.00	50859	1/16/2024	K-28010
Acq-Body Vests & all related Costs	23-02660	ATLANTIC TACTICAL INC.	INITIAL ISSUE SOFT BODY ARMOR	2,408.00	50858	1/16/2024	SI-80818178
Acq-Body Vests & all related Costs	23-02660	ATLANTIC TACTICAL INC.	INITIAL ISSUE SOFT BODY ARMOR	56.00	50858	1/16/2024	SI-80818178
Acq-Body Vests & all related Costs	23-02660	ATLANTIC TACTICAL INC.	INITIAL ISSUE SOFT BODY ARMOR	218.40	50858	1/16/2024	SI-80818178
UPS repl, batteries, sonicwall, timeclock	23-02798	MAIN ACCESS SYSTEMS, INC	DPW GATE SERVICE CALL	236.25	50860	1/16/2024	20148
Police-Youth Initiative Grant Program	23-01942	PARTY MAN LLC	POLICE YOUTH INITIATIVE	1,699.00	72709	1/16/2024	18885
Police-Youth Initiative Grant Program	23-02159	JARED SHARP	YOUTH POLICE INTIATIVE/DCF	500.00	72695	1/16/2024	336
Police-Youth Initiative Grant Program	23-02532	CLAUDINE ARCHER	POLICE/YOUTH INITIATIVE	600.00	72681	1/16/2024	SESSION #1
Police-Youth Initiative Grant Program	23-02532	CLAUDINE ARCHER	POLICE/YOUTH INITIATIVE	600.00	72681	1/16/2024	SESSION #2
EMS Fees	23-02833	FARNSWORTH & SEMPTIMPHELTER, LLC	Billing Srvcs-Oct.'23	2,797.38	72691	1/16/2024	9511
EMS Fees	23-02833	FARNSWORTH & SEMPTIMPHELTER, LLC	Billing Srvcs-Nov.'23	2,646.69	72691	1/16/2024	9521
				363,223.31			

#### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-17
DATE:	January 16, 2024
SUBMITTED BY:	George Brown, Purchasing Agent
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AUTHORIZING CONTRACTS WITH OMNIA PARTNERS (FORMERLY U.S. COMMUNITIES) COOPERATIVE CONTRACT VENDOR FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 52:34-6.2(b)(3)
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	authorize the Township of Willingboro to purchase goods or services from approved Omnia Partners Contract Vendors
<b>RECOMMENDED</b> <b>COUNCIL ACTION:</b>	AUTHORIZING CONTRACTS WITH OMNIA PARTNERS (FORMERLY U.S. COMMUNITIES) COOPERATIVE CONTRACT VENDOR FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A. 52:34-6.2(b)(3)</u>

**ATTACHMENTS:** 1-1-2024 - Revised NTE Resolution Omnia Partners Contracts 2024.docx

# **RESOLUTION NO. 2024 –**

## RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AUTHORIZING CONTRACTS WITH OMNIA PARTNERS (FORMERLY U.S. COMMUNITIES) COOPERATIVE CONTRACT VENDOR FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 52:34-6.2(b)(3)

**WHEREAS** the Township of Willingboro, pursuant to N.J.S.A. <u>52:34-6.2(b)(3)</u>, may by resolution and without advertising for bids, purchase any goods or services under the Omnia Partners (Formerly U.S. Communities) Cooperative using any contracts entered into on behalf of the Omnia Partners Cooperative; and

**WHEREAS** the Township of Willingboro, pursuant to Resolution No. 2013-168, authorized the Purchasing Agent to purchase available good and services from the Omnia Partners (Formerly U.S. Communities) Cooperative Purchasing Program, pursuant to all conditions of the individual contracts with each Contract Vendor; and

**WHEREAS** the Township of Willingboro has the need on a timely basis to purchase goods or services utilizing Omnia Partners Cooperative contracts; and

**WHEREAS** the anticipated cost of the purchase of various goods or services utilizing Omnia Partners Cooperative Contracts is expected to exceed \$17,500.00 for certain vendors; and

**WHEREAS** the Township of Willingboro intends to enter into contracts with Approved Omnia Partners Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current Omnia Partners contracts; and

WHEREAS the maximum amount established for certain listed vendors is anticipated to be charged to multiple account line numbers; and

**WHEREAS** in those instances consistent with the terms stated directly above, the maximum amount established for those vendors represents the projected total spending across the associated account line numbers and is a reasonable estimate of the anticipated costs for goods or services required over the contract term; and

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 16th day of January 2024, in open public session that the governing body does hereby authorize the Township of Willingboro to purchase goods or services from approved Omnia Partners Contract Vendors including but not limited to the referenced vendors on the attached list, pursuant to all conditions of the individual Omnia Partners contracts; and

**BE IT FURTHER RESOLVED** That the governing body pursuant to <u>N.J.A.C.</u> 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

**BE IT FURTHER RESOLVED** that following the adoption of this resolution, the duration of the contracts between the Township of Willingboro and the Referenced Omnia Partners Cooperative Contract Vendors shall be from January 1, 2024 to December 31, 2024.

Attest:

Brandon Garcia, Township Clerk

Kaya McIntosh, Mayor

COMMODITY/ SERVICE	VENDOR NAME	Account Line Appropriation Name/#	VENDOR ID	CONTRACT NAME/#	STATE PO#	EXP DATE	EDMUNDS VENDOR ID	NOT TO EXCEED AMOUNT	CONTRACTS VERIFIED
Online Marketplace	Amazon Business	4-01-20-100-102-023 4-01-25-265-000-101 4-01-25-260-000-028 4-01-22-195-195-107 4-01-22-195-195-107 4-01-28-370-000-115 4-01-25-240-240-023	N/A	State of Utah	MA3457	5/5/25	AMAZON	45,000	YES
Internet service and									
any									
necessary									
equipment to provide				TEA					
wired				Texas					
broadband	Windstream	4-01-440-000-264		Connect					
service	Services, LLC	4-01-440-000-264	N/A	Program	R210813	7/31/2024	PAETEC	45,000	YES

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-18
DATE:	January 16, 2024
SUBMITTED BY:	George Brown, Purchasing Agent
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, AUTHORIZING CONTRACTS WITH APPROVED EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE SYSTEM (ESCNJ) CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 40A:11-11(5)
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	authorize the Township of Willingboro to purchase goods or services from approved Educational Services Commission Of New Jersey Cooperative System (ESCNJ) Contract Vendors
<b>RECOMMENDED</b> <b>COUNCIL ACTION:</b>	AUTHORIZE CONTRACTS WITH APPROVED EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE SYSTEM (ESCNJ) CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-11(5)

**ATTACHMENTS:** 1-1-2024 - NTE Resolution ESCNJ Contracts 2024.docx

# **RESOLUTION NO. 2024 -**

## RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, AUTHORIZING CONTRACTS WITH APPROVED EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE SYSTEM (ESCNJ) CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 40A:11-11(5)

WHEREAS, the Township of Willingboro, pursuant to <u>N.J.S.A. 40A:11-11(5)</u>, may by resolution and without advertising for bids, purchase any goods or services under the Educational Services Commission Of New Jersey Cooperative System (ESCNJ) using any contracts entered into on behalf of the Educational Services Commission Of New Jersey Cooperative System (ESCNJ); and

WHEREAS, the Township of Willingboro, pursuant to Resolution No. 2011-121, authorized the Purchasing Agent to purchase available good and services from the Educational Services Commission Of New Jersey Cooperative System (ESCNJ) Purchasing Program, pursuant to all conditions of the individual contracts with each Contract Vendor; and

WHEREAS, the Township of Willingboro has the need on a timely basis to purchase goods or services utilizing Educational Services Commission Of New Jersey Cooperative System (ESCNJ) contracts; and

WHEREAS, the anticipated cost of the purchase of various goods or services utilizing Educational Services Commission Of New Jersey Cooperative System (ESCNJ) Contracts is expected to exceed \$17,500.00 for certain vendors; and

**WHEREAS**, the Township of Willingboro intends to enter into contracts with Approved Educational Services Commission Of New Jersey Cooperative System (ESCNJ) Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current Educational Services Commission Of New Jersey Cooperative System (ESCNJ) contracts.

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 16th day of January 2024, in open public session that the governing body does hereby authorize the Township of Willingboro to purchase goods or services from approved Educational Services Commission Of New Jersey Cooperative System (ESCNJ) Contract Vendors including but not limited to the referenced vendors on the attached list, pursuant to all conditions of the individual Educational Services Commission Of New Jersey Cooperative System (ESCNJ) contracts; and

**BE IT FURTHER RESOLVED**, That the governing body pursuant to <u>N.J.A.C.</u> 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

**BE IT FURTHER RESOLVED,** that following the adoption of this resolution, the duration of the contracts between the Township of Willingboro and the Referenced Educational Services Commission Of New Jersey Cooperative System (ESCNJ) contract Vendors shall be from January 1, 2024, to December 31, 2024. Attest:

Brandon Garcia, Township Clerk

COMMODITY/ SERVICE	VENDOR NAME	Account Line Appropriation Name/#	VENDOR ID	CONTRACT NAME/#	STATE PO#	EXP DATE	EDMUNDS VENDOR ID	NOT TO EXCEED AMOUNT	CONTRACTS SCANNED
Telecommunications (Regional/Long Distance)	Xtel	4-01-31-440-000- 264	N/A	ACT Telecommunications	ESCNJ 23/24-10	12/12/26	XTELC050	105,000	YES

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-19
DATE:	January 16, 2024
SUBMITTED BY:	Dionne Bolden
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO APPLY FOR THE JAKE'S LAW PLAYGROUND FUNDING GRANT THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	Authorize the Township to apply for the Jake's Law playground funding grant
<b>RECOMMENDED COUNCIL ACTION:</b>	Approve the Township to further the public interest by obtaining funding in the amount of \$750,000, in the form of a \$429,000 matching grant from the State to fund the following project(s): Millcreek Park – Inclusive Playground at a cost of \$1,179,000.

ATTACHMENTS: 2024 Jakes Place Grant Resolution.docx

# **RESOLUTION 2024-**

# RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO APPLY FOR THE JAKE'S LAW PLAYGROUND FUNDING GRANT THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM

WHEREAS the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides grants and/or loans to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS the Township of Willingboro desires to further the public interest by obtaining funding in the amount of \$750,000, in the form of a \$429,000 matching grant and, if available, a \$ 0 loan, from the State to fund the following project(s): Millcreek Park – Inclusive Playground at a cost of \$1,179,000;

WHEREAS the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS the applicant is willing to use the State's funds in accordance with such rules, regulations, and applicable statutes, and is willing to enter into an agreement with the State for the above-named project;

NOW, THEREFORE, the governing body/board resolves that:

- 1. Kaya McIntosh or the successor to the office of Mayor is hereby authorized to:
  - a. make application for such a loan and/or such a grant,
  - b. provide additional application information and furnish such documents as may be required, and
  - c. act as the authorized correspondent of the above-named applicant;
- 2. The applicant agrees to provide its matching share to the Green Acres funding request, if a match is required, in the amount of \$429,000;
- 3. In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
- 4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
- 5. This resolution shall take effect immediately.

#### CERTIFICATION

I, Brandon Garcia, Township Clerk do hereby certify that the foregoing is a true copy of a resolution adopted by the Township Council of Willingboro Township at a meeting held on the 16th day of January, 2024.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 16<sup>th</sup> day of January, 2024.

(name and title of Secretary or equivalent)

#### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-20
DATE:	January 16, 2024
SUBMITTED BY:	George Brown, Purchasing Agent
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AUTHORIZING CONTRACTS WITH THE SOURCEWELL (F/K/A NJPA) COOPERATIVE PRICING SYSTEM CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 52:34-6.2(b)(3)
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	authorize the Township of Willingboro to purchase goods or services from approved Sourcewell Cooperative Pricing System Contract Vendors
<b>RECOMMENDED COUNCIL ACTION:</b>	authorize the Township of Willingboro to purchase goods or services from approved Sourcewell Cooperative Pricing System Contract Vendors including but not limited to the referenced vendors on the attached list, pursuant to all conditions of the individual Sourcewell Cooperative Pricing System contracts

**ATTACHMENTS:** 1-1-2024 - NTE Resolution Sourcewell Contracts 2024.docx

# **RESOLUTION NO. 2024 –**

## RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AUTHORIZING CONTRACTS WITH THE SOURCEWELL (F/K/A NJPA) COOPERATIVE PRICING SYSTEM CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 52:34-6.2(b)(3)

**WHEREAS** the Township of Willingboro, pursuant to N.J.S.A. <u>52:34-6.2(b)(3)</u>, may by resolution and without advertising for bids, purchase any goods or services under the Sourcewell Cooperative Pricing System using any contracts entered into on behalf of the Sourcewell Cooperative Pricing System; and

**WHEREAS** the Township of Willingboro, pursuant to Resolution No. 2021-90, authorized the Purchasing Agent to purchase available good and services from the Sourcewell Cooperative Pricing System, pursuant to all conditions of the individual contracts with each contract vendor; and

**WHEREAS** the Township of Willingboro has the need on a timely basis to purchase goods or services utilizing the Sourcewell Cooperative Pricing System contracts; and

**WHEREAS** the anticipated cost of the purchase of various goods or services utilizing the Sourcewell Cooperative Pricing System Contracts is expected to exceed \$17,500.00 for certain vendors; and

**WHEREAS** the Township of Willingboro intends to enter into contracts with Approved The Sourcewell Cooperative Pricing System Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to current Sourcewell Cooperative Pricing System contracts.

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 16th day of January 2024, in open public session that the governing body does hereby authorize the Township of Willingboro to purchase goods or services from approved Sourcewell Cooperative Pricing System Contract Vendors including but not limited to the referenced vendors on the attached list, pursuant to all conditions of the individual Sourcewell Cooperative Pricing System contracts; and

**BE IT FURTHER RESOLVED** That the governing body pursuant to <u>N.J.A.C.</u> 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

**BE IT FURTHER RESOLVED** that following the adoption of this resolution, the duration of the contracts between the Township of Willingboro and the Referenced Sourcewell Cooperative Pricing System Contract Vendors shall be from January 1, 2024 to December 31, 2024.

Attest:

Brandon Garcia, Township Clerk

Kaya McIntosh, Mayor

COMMODITY/ SERVICE	VENDOR NAME	Account Line Appropriation Name/#	VENDOR ID	Contract Name/#	PO#	EXP DATE	EDMUNDS VENDOR ID	NOT TO EXCEED AMOUNT	CONTRACTS VERIFIED
New Jersey Emergency	PL Custom	C-04-55- 923-011-		#110921-					
Vehicles	Company	013	N/A	PLC		2/23/2026	PLCUSTOM	400,000	YES

#### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-21
DATE:	January 16, 2024
SUBMITTED BY:	George Brown, Purchasing Agent
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AUTHORIZING CONTRACTS WITH APPROVED STATE OF NEW JERSEY CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 40A:11-12a
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	authorize the Township of Willingboro to purchase goods or services from approved New Jersey State Contract Vendors
<b>RECOMMENDED</b> COUNCIL ACTION:	AUTHORIZE CONTRACTS WITH APPROVED STATE OF NEW JERSEY CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 40A:11-12a

**ATTACHMENTS:** 1-1-2024 - NTE Resolution State Contracts 2024.docx

# **RESOLUTION NO. 2024 -**RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AUTHORIZING CONTRACTS WITH APPROVED STATE OF NEW JERSEY CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 40A:11-12a

**WHEREAS** the Township of Willingboro, pursuant to <u>N.J.S.A.</u> 40A:11-12a and <u>N.J.A.C.</u> 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**WHEREAS** the Township of Willingboro, pursuant to Resolution No. 2023-2, authorized the Purchasing Agent to purchase available good and services from all approved State Contract Vendors in the New Jersey Cooperative Purchasing Program, pursuant to all conditions of the individual contracts with each State Contract Vendor; and

**WHEREAS** the Township of Willingboro has the need on a timely basis to purchase goods or services utilizing State contracts; and

**WHEREAS** the anticipated cost of the purchase of various goods or services utilizing State Contracts is expected to exceed \$17,500.00 for each vendor; and

**WHEREAS** the Township of Willingboro intends to enter into contracts with Approved State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts; and

WHEREAS the maximum amount established for certain listed vendors is anticipated to be charged to multiple account line numbers; and

**WHEREAS** in those instances consistent with the terms stated directly above, the maximum amount established for those vendors represents the projected total spending across the associated account line numbers and is a reasonable estimate of the anticipated costs for goods or services required over the contract term; and

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 16th day of January 2024, in open public session that the governing body does hereby authorize the Township of Willingboro to purchase goods or services from approved New Jersey State Contract Vendors including but not limited to the referenced vendors on the attached list, pursuant to all conditions of the individual State contracts; and

**BE IT FURTHER RESOLVED** That the governing body pursuant to <u>N.J.A.C.</u> 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

**BE IT FURTHER RESOLVED** that following the adoption of this resolution, the duration of the contracts between the Township of Willingboro and the referenced State Contract Vendors shall be from January 1, 2024 to December 31, 2024.

Attest:

Brandon Garcia, Township Clerk

Kaya McIntosh, Mayor

COMMODITY/ SERVICE	VENDOR NAME	Account Line Appropriation Name/#	VENDOR ID	STATE CONTRACT #	STATE PO#	EXP DATE	EDMUNDS VENDOR ID	NOT TO EXCEED AMOUNT	STATE CONTRACT VERIFIED
Law Enforcement Firearms Equipment and		4-01-25-240-247-113 4-01-25-240-241-117 4-01-25-240-247-032			17-FLEET-				
Supplies T0106 - Law	Atlantic Tactical Inc	C-04-55-921-001-007	V00000829	T0106	00732	5/13/2024	ATLAN095	50,000	YES
Enforcement Firearms		4-01-25-240-240-132			17-FLEET-				
Equipment and Supplies	Axon Enterprises, Inc.	4-01-25-240-247-132	V00001512	T0106	00738	5/13/2024	TASERINT	160,000	YES
NON-OEM AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES (Dup removed)	BURLINGTON COUNTY AUTO PARTS INC	4-01-26-290-291-155	V00000710	T2761	85994	2/25/2024	BURLI020	30,000	YES
COPIERS & MULTI- FUNCTION DEVICES, MAINTENANCE, SUPPLIES & PRINT SERVICES	CANON USA INC	4-01-20-100-102-152	V00002538	G2075	40462	8/11/2024	CANON066	30,000	YES
Firefighter Protective Clothing and Equipment	CONTINENTAL FIRE & SAFETY INC	4-01-25-265-000-101 4-01-25-265-000-165	V0000248	T0790	17-FLEET- 00802	06/14/2024	CONTI040	\$25,000	YES
DATA COMMUNICATIONS NETWORK SERVICES	CROWN CASTLE FIBER	4-01-20-100-103-132	V00042575	T1776	20-TELE- 00946	2/10/2024	SUNESYS	90,000	YES
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES and Software Reseller Services	Dell Marketing L.P.	4-01-20-100-103-132 4-01-20-100-103-151	V00000889	M0483 T3121	19-TELE- 00656	1/31/2024 5/24/26	DELL	250,000	YES
Law Enforcement		10120100100101		10121		0/2 // 20	DELL	200,000	120
Firearms Equipment and Supplies OEM & NON-OEM	Eagle Point Gun/T.J. Morris & Son	4-01-25-240-247-113	V00000219	T0106	17-FLEET- 00721	5/13/2024	EAGLE048	40,000	YES
MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	Emergency Equipment	4 01 05 075 000 170	V00001271	T010/	4007.4	2/17/2024	FERMO	20.000	
VEHICLES	Sales, LLC	4-01-25-265-000-162 4-01-25-240-240-299	V00001371	T0126	40864	3/17/2024	EESLLC	20,000	YES
Protective Clothing and Footwear	Galls DBA Samzies	4-01-25-240-241-032 4-01-25-240-244-019.	V00002688	T0046	20-FOOD- 00904	4/20/2024	SAMZIEUN	80,000	YES
MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	Hainesport Enterprises Inc	4-01-26-290-293-151 4-01-26-290-293-163	V00000799	T2108	89300	11/20/2024	HAINE066	60,000	YES
10 PRINT LIVE SCAN					18-TELE-				
SYSTEM	Idemia	4-01-25-240-240-132	V00001446	T3083	00671	01/30/2024	MORPH0	\$20,000	YES
COPIERS & MULTI- FUNCTION DEVICES, MAINTENANCE, SUPPLIES & PRINT SERVICES	KYOCERA DOCUMENT SOLUTIONS	4-01-20-100-102-152	V00003913	G2075	40465	8/11/2024	KYOCERA	45,000	YES
OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	JOHNSON SPECIALIZED	4 01 25 275 000 172	1/00000540	T010/	400/2	02/17/2024		20.000	VEC
VEHICLES PARTS AND REPAIRS	TRANSPORTATION INC	4-01-25-265-000-163	V00000548	T0126	40863	03/17/2024	JOHNS014	20,000	YES
FOR LAWN AND GROUNDS EQUIPMENT MAINT. & REPAIR FOR	Laurel Lawn Mower	4-01-26-290-291-132 4-01-26-290-293-132	V00003467	T2187	43029	2/16/2024	LAURE099	60,000	YES
HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	Miller Ford Sales	4-01-26-290-291-163	V00000145	T2108	89261	11/20/2024	MILLE050	10,000	YES
OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	Miller Ford Sales	4-01-26-290-291-155 4-01-25-260-000-104 4-01-26-310-000-158 4-01-25-240-247-162 4-01-25-260-000-188	V00000145	T0126	40807	03/17/2024	MILLE050	50,000	YES
Firefighter Protective Clothing and Equipment	MUNICIPAL EMERGENCY SERVICES	4-01-25-265-000-032 G-01-41-880-000-100 4-01-25-265-000-034 4-01-25-265-000-165	V00004418	T0790	17-FLEET- 00818	05/13/2024	ALLSA050	385,000	YES
MAILROOM EQUIPMENT AND MAINTENANCE VARIOUS STATE AGENCIES	Pitney Bowes Inc.	4-01-20-100-102-025	V00057027	T0200	41258	4/14/2024	PITNE010	60,000	YES

								NOT TO	STATE
COMMODITY/ SERVICE	VENDOR NAME	Account Line Appropriation Name/#	VENDOR ID	STATE CONTRACT #	STATE PO#	EXP DATE	EDMUNDS VENDOR ID	EXCEED	CONTRACT
T1845 Ultra-Low									
Sulfur Diesel and Biodiesel Fuel	Riggins Inc.	4-01-31-460-000-267	V00000345	T1845	19-FOOD- 01096	3/31/2025	RIGGINS	\$100,000	YES
Unleaded Automotive Gasoline	Riggins Inc.	4-01-31-460-000-267	V00000345	T0083	19-FLEET- 00969	10/31/2024	RIGGINS	\$125000	YES
DATA	35	4 01 31 400 000 201							
COMMUNICATIONS NETWORK SERVICES	Verizon Business Network Services LLC	4-01-31-440-000-267 4-01-31-440-000-265 4-01-31-440-000-268	V00003532	T1776	85943	2/10/2024	VERIZON	175,000	YES
WIRELESS DEVICES AND SERVICES	Verizon Wireless	C-04-55-920-001-007	V00002215	T216A	82583	08/11/2024	VERIZON	25,000	YES
Office Supplies and Recycled Copy Paper Statewide	WB Mason Co Inc.	4-01-20-100-102-023 4-01-25-240-240-023 4-01-25-240-247-111 4-01-25-252-000-107 4-01-20-100-101-107	V00001705	T0052	00003	5/6/2024	WBMASON	30,000	YES
Law Enforcement	WD Widsoff oo file.	4-01-25-260-000-028	100001703	10032	00003	5/ 5/ 202 4	WBINI (SOIN	30,000	125
Firearms Equipment and Supplies	Witmer Public Safety Group Inc.	4-01-25-265-000-165 4-01-25-265-000-032 4-01-25-260-000-034 4-01-25-265-000-101 C-04-55-922-004-011	V00004434	T0106	17-FLEET- 00767	5/14/2024	WITMER	70,000	YES
COPIERS & MULTI- FUNCTION DEVICES, MAINTENANCE, SUPPLIES & PRINT		4-01-20-100-102-152	1/00000100	00075	40.4/0	0/11/0004		20.000	VEC
SERVICES	XEROX/STEWART/HERITAGE	4-01-20-100-102-132	V00000108	G2075	40469	8/11/2024	HERITAGE	20,000	YES

#### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-22
DATE:	January 16, 2024
SUBMITTED BY:	George Brown, Purchasing Agent
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, AUTHORIZING CONTRACTS WITH APPROVED BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM #4-BUCCP 2021-2025 CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 40A:11-11(5)
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	authorize the Township of Willingboro to purchase goods or services from approved Burlington County Cooperative Pricing System #4- BUCCP 2021-2025
<b>RECOMMENDED COUNCIL ACTION:</b>	authorize the Township of Willingboro to purchase goods or services from approved Burlington County Cooperative Pricing System #4- BUCCP 2021-2025 Contract Vendors including but not limited to the referenced vendors on the attached list, pursuant to all conditions of the individual Burlington County Cooperative Pricing System #4- BUCCP 2021-2025 contracts

**ATTACHMENTS:** 

1-1-2024 - NTE Resolution Burlington County Contracts 2024.docx

# **RESOLUTION NO. 2024 -**

## RESOLUTION OF THE TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, AUTHORIZING CONTRACTS WITH APPROVED BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM #4-BUCCP 2021-2025 CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO <u>N.J.S.A.</u> 40A:11-11(5)

**WHEREAS** the Township of Willingboro, pursuant to <u>N.J.S.A. 40A:11-11(5)</u>, may by resolution and without advertising for bids, purchase any goods or services under the Burlington County Cooperative Pricing System #4-BUCCP 2021-2025 using any contracts entered into on behalf of the Burlington County Cooperative Pricing System #4-BUCCP 2021-2025; and

**WHEREAS** the Township of Willingboro, pursuant to Resolution No. 2021-70, authorized the Purchasing Agent to purchase available good and services from the Burlington County Cooperative Pricing System #4-BUCCP 2021-2025 Purchasing Program, pursuant to all conditions of the individual contracts with each Contract Vendor; and

**WHEREAS** the Township of Willingboro has the need on a timely basis to purchase goods or services utilizing Burlington County Cooperative Pricing System #4-BUCCP 2021-2025 contracts; and

**WHEREAS** the anticipated cost of the purchase of various goods or services utilizing Burlington County Cooperative Pricing System #4-BUCCP 2021-2025 Contracts is expected to exceed \$17,500.00 for certain vendors; and

**WHEREAS** the Township of Willingboro intends to enter into contracts with approved Burlington County Cooperative Pricing System #4-BUCCP 2021-2025 Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current Burlington County Cooperative Pricing System #4-BUCCP 2021-2025 contracts.

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 16th day of January 2024, in open public session that the governing body does hereby authorize the Township of Willingboro to purchase goods or services from approved Burlington County Cooperative Pricing System #4-BUCCP 2021-2025 Contract Vendors including but not limited to the referenced vendors on the attached list, pursuant to all conditions of the individual Burlington County Cooperative Pricing System #4-BUCCP 2021-2025 contracts; and

**BE IT FURTHER RESOLVED** That the governing body pursuant to <u>N.J.A.C.</u> 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

**BE IT FURTHER RESOLVED** that following the adoption of this resolution, the duration of the contracts between the Township of Willingboro and the Referenced Burlington County Cooperative Pricing System #4-BUCCP 2021-2025 contract Vendors shall be from January 1, 2024 to December 31, 2024.

Attest:

Brandon Garcia, Township Clerk

Kaya McIntosh, Mayor

			CONTRACT	CTATE			NOT TO	Account line
COMMODITY/ SERVICE	VENDOR NAME	VENDOR ID	CONTRACT NAME/#	STATE PO#	EXP DATE	EDMUNDS VENDOR ID	EXCEED AMOUNT	item appropriation
ROCK SALT-SODIUM CHLORIDE AND CALCIUM CHLORIDE SOLUTION	Morton Salt	N/A	4-BUCCP- 23051	N/A	11/30/25	Mortonsa	\$40,000	4-01-26-290- 291-132 Snow Reserve Balance

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-23
DATE:	January 16, 2024
SUBMITTED BY:	Dionne Bolden
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO APPLY FOR THE URBAN PARKS INITIATIVE PROGRAM GRANT THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	Authorize the Township to apply for the Urban Parks Initiative Program Grant
<b>RECOMMENDED COUNCIL ACTION:</b>	Approve the Township to further the public interest by obtaining grant funding in the amount of \$500,000 from the State to fund the following project: Millcreek Park – Pickleball Courts at a cost of \$820,000.

**ATTACHMENTS:** 2024 Urban Parks Grant Resolution.docx

# **RESOLUTION 2024-**

# RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO APPLY FOR THE URBAN PARKS INITIATIVE PROGRAM GRANT THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM

WHEREAS the New Jersey Department of Environmental Protection, Green Acres Program ("State"), is providing grants through the Urban Parks initiative; and

WHEREAS the Township of Willingboro desires to further the public interest by obtaining grant funding in the amount of \$500,000 from the State to fund the following project: Millcreek Park – Pickleball Courts at a cost of \$820,000;

WHEREAS the State shall determine if the application is complete and in conformance with the scope and intent of the Urban Parks initiative, and notify the applicant of the amount of the funding award; and

WHEREAS the applicant is willing to use the State's funds in accordance with applicable policies and laws, and is willing to enter into an agreement with the State for the above-named project;

NOW, THEREFORE, the governing body/board resolves that:

- 1. Kaya McIntosh or the successor to the office of Mayor is hereby authorized to:
  - a. make application for such a loan and/or such a grant,
  - b. provide additional application information and furnish such documents as may be required, and
  - c. act as the authorized correspondent of the above-named applicant;
- 2. In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
- 3. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
- 4. This resolution shall take effect immediately.

#### CERTIFICATION

I, Brandon Garcia, Township Clerk do hereby certify that the foregoing is a true copy of a resolution adopted by the Township Council of Willingboro Township at a meeting held on the 16th day of January, 2024.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 16th day of January, 2024.

(name and title of Secretary or equivalent)

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-24
DATE:	January 16, 2024
SUBMITTED BY:	Dionne Bolden
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO APPLY FOR THE TRADITIONAL GREEN ACRES GRANT THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	Authorize the Township to apply for the Traditional Green Acres Grant
<b>RECOMMENDED COUNCIL ACTION:</b>	Approve the Township to further the public interest by obtaining funding in the amount of \$615,000, in the form of a \$205,000 matching grant from the State to fund the following project(s): Millcreek Park – Pickleball Courts at a cost of \$820,000.

ATTACHMENTS: 2024 Green Acres Resolution.docx

# **RESOLUTION 2024-**

## RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO APPLY FOR THE TRADITIONAL GREEN ACRES GRANT THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM

WHEREAS the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides grants and/or loans to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS the Township of Willingboro desires to further the public interest by obtaining funding in the amount of \$615,000, in the form of a \$205,000 matching grant and, if available, a \$0 loan, from the State to fund the following project(s): Millcreek Park – Pickleball Courts at a cost of \$820,000;

WHEREAS the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS the applicant is willing to use the State's funds in accordance with such rules, regulations, and applicable statutes, and is willing to enter into an agreement with the State for the above-named project;

NOW, THEREFORE, the governing body/board resolves that:

- 1. Kaya McIntosh or the successor to the office of Mayor is hereby authorized to:
  - a. make application for such a loan and/or such a grant,
  - b. provide additional application information and furnish such documents as may be required, and
  - c. act as the authorized correspondent of the above-named applicant;
- 2. The applicant agrees to provide its matching share to the Green Acres funding request, if a match is required, in the amount of \$205,000;
- 3.In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
- 4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
- 5. This resolution shall take effect immediately.

#### CERTIFICATION

I, Brandon Garcia, Township Clerk do hereby certify that the foregoing is a true copy of a resolution adopted by the Township Council of Willingboro Township at a meeting held on the 16<sup>th</sup> day of January, 2024.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 16<sup>th</sup> day of January, 2024.

(name and title of Secretary or equivalent)

### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

<b>RESOLUTION NUMBER:</b>	2024-25
DATE:	January 16, 2024
SUBMITTED BY:	Brandon Garcia
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS
SUBJECT:	TOWNSHIP OF WILLINGBORO RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PREPARATION OF THE TOWNSHIP'S MASTER PLAN
SUGGESTED ACTION:	
<b>REQUEST FOR ACTION:</b>	
RECOMMENDED COUNCIL ACTION:	Recommend approval.

ATTACHMENTS: 2024-15Willingboro Planning Board Resolution re Award of a Contract for Preparation of Township Master Plan.DOCX BRS Contract.DOC

#### TOWNSHIP OF WILLINGBORO RESOLUTION NO. 2024-25

#### TOWNSHIP OF WILLINGBORO RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PREPARATION OF THE TOWNSHIP'S MASTER PLAN

**WHEREAS,** Willingboro's 2018 Master Plan Reexamination Report recommended that the Township should prepare a comprehensive new Master Plan; and

**WHEREAS,** the Township accepted that recommendation and directed the Planning Board to oversee the preparation of a new Master Plan; and

**WHEREAS,** the Planning Board determined that it was advisable to engage a qualified professional planner to assist in that undertaking, and issued a Request for Proposals to secure such professional planning services; and

WHEREAS, the Planning Board received and reviewed proposals from three firms: Brownfield Redevelopment Solutions ("BRS"), CME Consulting and Municipal Engineers ("CME") and Mosaic Development Partners ("MDP"); and

**WHEREAS,** the Planning Board subsequently requested and was provided with supplemental information from each firm, conducted interviews with each firm's representatives and received detailed presentations from each at the Board's August 14, 2023 meeting; and

WHEREAS, the Planning Board reviewed and discussed internally the information provided by the responding firms, and based on that review has recommended that the Township Council should award the contract for preparation of the Township's new Master Plan to Brownfield Redevelopment Solutions,

**NOW, THEREFORE,** the Willingboro Township Council hereby awards the contract for preparation of the Township's new Master Plan to Brownfield Redevelopment Solutions for a oneyear term at a not-to exceed amount of \$88,790.00 and otherwise in accordance with the terms of the BRS proposal for those services.

Attest:

Brandon Garcia, RMC Township Clerk Kaya T. McIntosh, Mayor

### TOWNSHIP OF WILLINGBORO RESOLUTION NO. 2024-15

Councilmember	Motion	2 <sup>nd</sup>	Yea	Nay	Recuse	Abstain	Absent
Councilwoman Perrone							
Councilwoman Whitfield							
Councilwoman Worthy							
Deputy Mayor Anderson							
Mayor McIntosh							

CLAC 7594911.1

#### PROFESSIONAL SERVICES AGREEMENT BETWEEN TOWNSHIP OF WILLINGBORO AND BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.

THIS CONTRACT is made effective this \_\_\_\_\_ day of 202, by and between WILLINGBORO TOWNSHIP, 1 Rev. Dr. Martin Luther King, Jr. Drive, Willingboro, New Jersey 08046, hereinafter referred to as the "Township", and BROWNFIELD REDEVELOPMENT SOLUTIONS, INC., with offices at 739 Stokes Road, Units A and B, Medford, New Jersey 08055, hereinafter referred to as "BRS".

#### **RECITALS**

WHEREAS, the Township of Willingboro Planning Board (the "Planning Board") is responsible for the creation and adoption of the Master Plan for the Township of Willingboro; and

**WHEREAS,** Willingboro's 2018 Master Plan Reexamination Report recommended that the Township should prepare a comprehensive new Master Plan; and

**WHEREAS,** the Township accepted that recommendation and directed the Planning Board to oversee the preparation of a new Master Plan; and

WHEREAS, the Planning Board determined that it was advisable to engage a qualified professional planner to assist in that undertaking, and issued a Request for Proposals to secure such professional planning services; and

WHEREAS, the Planning Board received and reviewed an April 4, 2023 proposal from Brownfield Redevelopment Solutions Inc. ("BRS") and subsequently requested and was provided on August 7, 2023 with supplemental information from BRS, conducted interviews with BRS's representatives and received a detailed presentation from BRS at the Planning Board's August 14, 2023 meeting; and

**WHEREAS,** the Planning Board reviewed and evaluated the information provided by BRS, and recommended that the Township award the contract for preparation of the Township's Master Plan to BRS; and

**WHEREAS,** the Township and BRS engaged in discussions and negotiations leading to an agreement on the terms of a contract for the services, and the Township Council on January 16, 2024 adopted Resolution 2024 -25 authorizing the award of a contract with BRS; and

WHEREAS, BRS represents that it is qualified to perform said services and desires to so

perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE,** in consideration of the mutual promises, agreements and other considerations made by and between the parties, the Township and BRS do hereby agree as follows:

**1. TERM.** The term of the Contract shall be for a one-year period from the date first set forth above.

2. **DUTIES OF BRS.** The specific duties of BRS shall be as set forth in the Planning Board's Request for Proposals, and BRS' April 4, 2023, Proposal and August 7, 2023, Supplement to Proposal (collectively, the "RFP Documents"), which are incorporated in their entirety and made a part of this Contract.

BRS agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP Documents.

**3. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, BRS agrees as follows:

a. BRS will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex identity or expression. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. BRS will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. BRS agrees to comply with any regulations promulgated by the Treasurer pursuant to  $\underline{N.J.S.A.}$  10:5-31 et seq., as amended and supplemented from time to time, and the American Disabilities Act.

4. **LICENSING AND PERMITTING.** If BRS or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

BRS shall provide the Township with a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

BRS shall notify the Township immediately in the event of any suspension, revocation or change in status (or the initiation of any action to accomplish such suspension, revocation and/or change in status) of any license or certification held by BRS or its agents.

#### **5. TERMINATION.** This Contract may be terminated as follows:

a. Pursuant to any termination provisions set forth in the RFP Documents.

b. If BRS is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by the Township in the event that the appropriate governmental entity with jurisdiction has instituted an action to have BRS's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, BRS shall fail to timely and properly fulfill its obligations under this Contract, or if BRS shall violate any of the covenants, agreements, or stipulations of this Contract, the Township shall thereupon have the right to terminate this Contract by giving written notice to BRS of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by BRS under this Contract, shall be forthwith delivered to the Township.

d. The Township may terminate this Contract for public convenience at any time by a notice in writing from the Township to BRS. If the Contract is terminated by the Township as provided herein, BRS will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, BRS shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the Contract by BRS, and the Township may withhold any payments to BRS for the purpose of set-off until such time as the exact amount of damages due the Township from BRS is determined.

f. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the Township from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

6. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by BRS, except as otherwise agreed in writing by both parties. Any attempted

assignment or subcontract without such written consent shall be void with respect to the Township and no obligation on the Township's part to the assignee shall arise, unless the Township shall elect to accept and to consent to such assignment or subcontract.

7. **INDEMNIFICATION.** BRS shall be responsible for, shall keep, save and hold the Township harmless from, and shall indemnify and shall defend the Township against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from or sustained in connection with this Contract which results from any acts or omissions of BRS, its employees, agents and representatives, or from BRS's performance or failure to perform pursuant to the terms and provisions of this Contract. BRS's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**8. INSURANCE.** BRS shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance, with carriers deemed satisfactory by the Township, and which shall be in compliance with any applicable requirements of the State of New Jersey. BRS shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to the Township, naming the Township as an additional insured.

To the extent that BRS's principals, agents or employees who will provide services pursuant to this Contract are members of a profession that is subject to suit for professional malpractice, then BRS shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the Township. BRS shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide the Township with a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The Township shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. BRS also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the Township with copies of certificates of insurance as the certificates may be renewed during that period of time.

**9. SET-OFF.** Should BRS either refuse or neglect to perform the services required by this Contract, and if expense is incurred by the Township by reason of BRS's failure to perform, then and in that event, such expense shall be deducted from any payment due to BRS. Exercise of such set-off shall not operate to prevent the Township from pursuing any other remedy to which it may be entitled.

**10. PREVENTION OF PERFORMANCE BY TOWNSHIP.** In the event that the Township is prevented from performing this Contract by circumstances beyond its control, then

any obligations owing by the Township to BRS shall be suspended without liability for the period during which the Township is so prevented.

**11. METHODS OF WORK.** BRS agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of the Township or infringe on the rights of the public.

12. NON-WAIVER. The failure by the Township to enforce any particular provision of his Contract, or to act upon a breach of this Contract by BRS, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**13. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**14. CHANGES.** This Contract may be modified by written agreement of the Parties, consistent with applicable laws, rules and regulations.

**15. NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. COMPLIANCE WITH APPLICABLE LAW. BRS shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of BRS's services.

**17. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that BRS is an independent contractor and is not an agent of the Township.

**18. CONFIDENTIALITY.** BRS agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized Township personnel or upon prior approval of the Township.

**19. BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

[Signatures are on the following page]

**IN WITNESS WHEREOF,** the Township has caused this instrument to be signed pursuant to Resolution 2024-25, and BRS has caused this instrument to be signed by its properly authorized representative.

ATTEST: WILLINGBORO TOWNSHIP
By:\_\_\_\_\_
ATTEST: BROWNFIELD REDEVELOPMENT
SOLUTIONS, LLC
By:\_\_\_\_\_
LEAH B. YASENCHAK, PRINCIPAL
CEO

CLAC 7630246.1

#### WILLINGBORO TOWNSHIP COUNCIL AGENDA ITEM

**DATE:** January 16, 2024

SUBMITTED BY: Brandon Garcia

**ITEM TYPE:** 

Minutes

**AGENDA SECTION:** 

**APPROVAL OF MINUTES** 

**SUBJECT:** 

November 8, 2023 November 20, 2023 December 5, 2023 December 16, 2023

**SUGGESTED ACTION:** 

**REQUEST FOR ACTION:** 

**RECOMMENDED COUNCIL ACTION:** 

**ATTACHMENTS:**