

**TOWNSHIP COMMITTEE MEETING – JUNE 19, 2006**

7:30 PM MUNICIPAL BUILDING 770 COOPERTOWN ROAD, DELANCO NJ

**ROLL CALL:** Devinney, absent; DiCarlo, present; Hinkle, present; Ouellette, present; Fitzpatrick, present

**Also Present:** Twp. Administrator, Mr. Steven Corcoran; Municipal Clerk, Mrs. Janice Lohr; Deputy Municipal Clerk, Karen Zimmermann

**FLAG SALUTE**

Mayor Fitzpatrick led the flag salute.

**SUNSHINE STATEMENT**

Please be advised that proper notice of this meeting has been given in compliance with the Sunshine Law in the following manner. Written notice has been mailed to the Burlington County Times and the Courier Post and published in the January 3, 2005 editions. Written notice has been posted on the official bulletin board of the Township of Delanco at least 48 hours prior to the meeting.

**ORDINANCE 2006-9**

**ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN AND FOR THE TOWNSHIP OF DELANCO, COUNTY OF BURLINGTON, NEW JERSEY; APPROPRIATING THE SUM NOT TO EXCEED \$350,000 THEREFOR; AUTHORIZING THE ISSUANCE OF AN INTER-AGENCY LOAN OF THE TOWNSHIP OF DELANCO, COUNTY OF BURLINGTON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$350,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

**3RD READING BY TITLE ONLY AND CONTINUED PUBLIC HEARING**

**HEARING OPEN TO THE PUBLIC**

Mayor Fitzpatrick opened the hearing to the public

**HEARING CLOSED TO THE PUBLIC**

Since there were no comments or questions from the public, Mayor Fitzpatrick closed the hearing to the public.

Motion by Joan Hinkle, seconded by Jackie DiCarlo to adopt Ordinance 2006-9

**Roll Call:** Devinney, absent; DiCarlo, yes; Hinkle, yes; Ouellette, yes; Fitzpatrick, yes

**BE IT ORDAINED** by the Township Committee of the Township of Delanco, County of Burlington, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), as follows:

**Section 1.** The purpose described in Section 5 hereof is hereby authorized as a general improvement to be made or acquired by the Township of Delanco, County of Burlington, New Jersey ("Township").

**Section 2.** It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the Township from all sources for the purpose

stated in Section 5 hereof is not to exceed \$350,000;  
 (b) the estimated amount of the inter-agency loan to be issued for the purpose stated in Section 5 hereof is up to \$350,000; and

**Section 3.** The sum not to exceed \$350,000, to be raised by the issuance of an inter-agency loan is hereby appropriated for the purpose stated

**Section 4.** In order to temporarily finance the purpose described in Section 5 hereof, the issuance of an inter-agency loan of the Township in an amount not to exceed \$350,000 is hereby authorized.

**Section 5.** The improvements hereby authorized and the purpose for which said inter-agency loan is to be issued; the estimated costs of said purpose; ; the maximum amount obligations to be issued for said purpose are as follows:

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Amount of Obligation</u>
A. Acquisition of Real Property in and for the Township, including but not limited to, Block 1201 Lots 1.01 and 1.02 and Block 1202, Lots 1.01, 1.02 and 1.03, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$2,060,000	350,000

**Section 6.** The full faith and credit of the Township are irrevocably pledged to the punctual payment of the principal of and interest on the inter-agency loan authorized by this Ordinance, and to the extent payment is not otherwise provided, the Township shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 7** The Township hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the inter-agency loan authorized by the Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the inter-agency loan or do or suffer any other action that would cause the interagency loan to be "arbitrated" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the inter-agency loan;

(d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the inter-agency loan to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 8.**

The improvements authorized hereby are not current expenses and are improvements that the Township may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

**Section 9** ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**CONSENT AGENDA ITEMS:**

("Consent Agenda items are considered to be routine and will be enacted with a single

motion. Any item requiring discussion will be removed from the Consent Agenda; all Consent Agenda items will be reflected in full in the minutes.”)

Committeeman Fern Ouellette asked to have Ordinance 2006-10 removed from the consent agenda for further discussion.

**RESOLUTION 2006-98**

**AUTHORIZE NJDOT GRANT APPLICATION – IMPROVEMENTS TO ORCHARD STREET AND SECOND STREET**

**New Jersey Department of Transportation Resolution, Application, and Agreement for State Aid to Counties and Municipalities**

Name of Sponsor: **Township of Delanco**

Mailing Address: **770 Coopertown Road , Delanco, NJ 08075**

E-mail Address **jlohr@delancotownship.com**

Federal Tax Identification Number **21-6000519**

Program (only check one):  County Aid

Discretionary Aid

Municipal Aid

Bikeway

Centers of Place

Safe Streets to Schools

Other (Specify) \_\_\_\_\_

Bridge Bond Act

Sponsor Priority No. **1** (Prioritized by Program) Total Center Line Municipal Road Mileage **22**

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of:

**Improvements to Orchard Street and Second Street**

From: **Rancocas Avenue**

To: **Cedar Street** in the Municipality of **Delanco** County of **Burlington** State of New Jersey for a distance of **0.36** miles or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for this improvement is **\$255,600.00**. The Sponsor requests **\$175,000.00** in State funds and anticipates contributing **\$80,600.00**. AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

**Type of Improvement**

Resurfacing

Culvert (Less than 20 foot span)

Roadway Reconstruction

Bridge (20 foot span or greater)

Surface Treatment

Safety Improvement

Traffic Signal Installation

Safe Streets to Schools

Intersection Improvement

Other (Describe Below)

Bikeway

Scope of Work (Provide a detailed written description of the project - use additional sheets if necessary)

Total Estimated Cost of Improvement

Construction Cost (From attached estimate)	\$201,250.00
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	
Right-of-Way (List only if eligible for Urban Aid or as a Depressed Rural Center)	
Construction Inspection and Material Testing if requesting (15% of the final allowable construction cost maximum)	\$30,188.00
Total Estimated Cost	\$231,438.00

Project Information

Is utility work planned within the project limits over the next five (5) years? – Yes \_\_\_\_\_  
No

Is the purchase of right-of-way required before the start of project construction? – Yes \_\_\_\_\_  
No

Does the project intersect a State Highway? – Yes \_\_\_\_\_ No  If yes, which highway? \_\_\_\_\_

If Yes, is the intersection signalized? – Yes \_\_\_\_\_ No \_\_\_\_\_

Is there a railroad crossing within the project limits? – Yes \_\_\_\_\_ No

Is there a railroad crossing 100 feet outside of the project limits? - Yes \_\_\_\_\_ No

Will the construction impact traffic across a railroad crossing outside the project limits? – Yes \_\_\_\_\_ No

Traffic Signal and/or Channelization - Attach a copy of the “Authorization to Design or Install”

Roadway Project – Attach a copy of “Appendix RD”

Bridge Project – Attach a copy of "Appendix BR" and Appendix RD"

Bikeway Project – Attach a copy of "Appendix BW"

Safe Streets to Schools Project – Attach a copy of "Appendix SS"

Location map - 8 1/2" x 11" only, showing project limits (all information must be clear and legible with street names labeled)

AND BE IT FURTHER RESOLVED that if this application is approved and accepted by the New Jersey Department of Transportation (“the Department”), the Sponsor agrees that:

- a. It shall arrange for financing of the total cost of the project provided for in this Agreement.
- b. It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
- c. In the event that the Department approves funds in an amount less than requested, the Sponsor, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.

- d. The Sponsor must notify the Department of its rescission of this Agreement within thirty (30) days of the expiration of the agreement or subsequent extensions. Not meeting this requirement will result in future grants being provided on a reimbursement basis until such time as the municipality demonstrates satisfactory performance in awarding construction contracts. This does not apply to the County Aid Program.
- e. Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.
- f. New Jersey Office of Management and Budget, Circular Letter 05-12, Grant Agreements – Agency Contracts and any supplemental compliance statements by the Department, must be complied with by the Sponsor.
- g. The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:
  - 1. Preparation of contract drawings and supplementary specifications.
  - 2. The acquisition of all necessary right-of-way, easements, slope rights and permits.
  - 3. Construction of the above referenced improvement.
  - 4. Monitoring and supervising compliance with all provisions of this Agreement.
- h. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.
- i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
- j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.
- k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual on Uniform Traffic Control Devices" published by Federal Highway Administration. Design Exception reports will be prepared for all controlling substandard design elements in accordance with the Department's Design Exception Manual. Design Exception reports shall be certified by a New Jersey licensed professional engineer.
- l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.

- m. All workmanship and materials shall conform to current “New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction” as amended for State Aid.
- n. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
- o. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
- p. Any changes in work after the award of contract shall be documented with a Department approved change order.
- q. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Aid and Economic Development:
  - 1. One (1) copy of the contract plans, specifications, engineer’s estimate, and engineer’s design certification.
  - 2. Other documents as required.
- r. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
- s. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
- t. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Aid and Economic Development.
  - 1. Two (2) copies of the summary of construction bids.
  - 2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
- u. For municipal grants, the municipality shall award a construction contract for the grant project within eighteen (18) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may provide one six (6) month extension after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the grant agreement. The Department in its sole discretion may provide a second six (6) month extension under extraordinary circumstances as defined by NJAC 16:20B1.3 after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the first six month extension. The Department may cancel the grant agreement if the Sponsor does not award the construction contract by the specified time or if an extension is not requested at least thirty (30) days prior to the expiration of the grant agreement or subsequent extensions; or if an extension of time is not granted.
- v. Cancellation of the grant agreement because a construction contract was not awarded within the time requirements or because an extension of time was not properly requested thirty (30) days prior to grant agreement expiration or subsequent extensions will result in future grant funds being provided on a reimbursement basis until such time as the Sponsor demonstrates it can award a construction contract within the specified timeframes.
- w. Sponsors may voluntarily cancel the grant agreement with written notice thirty (30) days prior to the expiration of the grant agreement or subsequent extensions.

Voluntarily canceling the grant agreement with proper notification will result in no penalties on future grants.

- x. Upon prior approval of the Department, it may elect to undertake the work through the use of its own forces when it is deemed applicable and appropriate.
- y. Neither design costs, the costs for acquisition of all necessary right-of-way, easements, slope rights, and permits nor utility costs shall be considered costs of the project for purposes of computation of the allotment of State Aid funds under this Agreement except in special cases approved by the Department.
- z. State participation in the cost of the project shall not exceed the lesser of either 100 percent of the cost of the completed construction work including eligible construction supervision, inspection and material testing, or the original allotment. State participation in inspection and material testing costs combined shall be limited to 15 percent of the eligible construction work cost. The State shall not participate in costs that the Department determines to be beyond the scope of the purposes of the allotment, excessive or otherwise unallowable. The Sponsor shall be afforded an opportunity to challenge this determination at an informal hearing.
- aa. At the discretion of the Commissioner of Transportation, payment of the allotted funds may be made to the project Sponsor in the form of a grant. Grant payments shall be made as follows:
  - 1. For programs administered by the Division of Local Aid and Economic Development, a specified percentage, of the lesser of the eligible award amount or allotment amount shall be paid at the time of concurrence in the award of contract by the Department or the full amount of the allotment shall be paid upon approval of this agreement as determined by the Commissioner. The remaining percentage or balance of funds shall be paid upon submission of a final voucher with supporting information as required by the Department. The final voucher must be submitted to the Department within six (6) months of project acceptance. The Department reserves the right to inspect the work associated with the grant as per N.J.A.C 16:20B-3.2.
  - 2. For County Aid and the Local Bridge Bond Act, the full amount of the annual allotment amount shall be paid upon approval of the Annual Transportation Plan (ATP) and the execution of this Agreement unless the County has demonstrated unsatisfactory performance, whereby funds will be provided similar to municipal grants.
  - 3. If the Sponsor requests, progress payments shall be on a reimbursement basis. It shall request reimbursement from the Department by submitting vouchers supplied by the Department with supporting information as required by the Department. Progress payments of not less than \$50,000 may be made.
- bb. The Sponsor hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in this Agreement.
- cc. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be reallocated by the Department in a manner determined solely by the Commissioner of Transportation.
- dd. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.

- ee. It shall provide cost certification and maintain financial records relating to all costs for the project in accordance with N.J.A.C. 16:20A or 16:20B, as applicable, and comply with State of New Jersey audit requirements specified therein.
- ff. It shall maintain complete documentation of the project for a period of three (3) years after receiving final reimbursement or payment by the State.
- gg. It shall maintain the completed project in a manner satisfactory to the Department.
- hh. It will comply with Title VI of the 1964 Civil Rights Act.
- ii. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding.
- jj. Approval as to Form by Certification Process.

Mayor Fitzpatrick stated that the applications will be submitted with the changes made.

**RESOLUTION 2006-99  
 AUTHORIZE NJDOT GRANT APPLICATION –  
 IMPROVEMENTS TO WASHINGTON STREET**

**New Jersey Department of Transportation  
 Resolution, Application, and Agreement for  
 State Aid to Counties and Municipalities**

Name of Sponsor: **Township of Delanco**  
 Mailing Address: **770 Coopertown Road**  
**Delanco, NJ 08075**  
 E-mail Address **jlhr@delancotownship.com**  
 Federal Tax Identification Number **21-6000519**

- Program (only check one):
- County Aid
  - Discretionary Aid
  - Municipal Aid**
  - Bikeway
  - Centers of Place
  - Safe Streets to Schools
  - Other (Specify)
  - Bridge Bond Act

Sponsor Priority No. **2**  
 Total Center Line Municipal Road Mileage **22**

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of:  
**Improvements to Washington Street**

From: **Orchard Street**

To: **Burlington Avenue**

in the Municipality of **Delanco** County of **Burlington**  
 State of New Jersey for a distance of **0.17** miles or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for this improvement is **\$85,550.00**. The Sponsor requests **\$77,464.00** in State funds and anticipates contributing **\$8,086.00**, AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

**Type of Improvement (Check only major type of work)**

- Resurfacing
- Culvert (Less than 20 foot span)
- Roadway Reconstruction
- Bridge (20 foot span or greater)
- Surface Treatment
- Safety Improvement
- Traffic Signal Installation
- Safe Streets to Schools
- Intersection Improvement
- Other (Describe Below)
- Bikeway

Scope of Work (Provide a detailed written description of the project - use additional sheets if necessary)  
**See attached.**

Total Estimated Cost of Improvement (Attach a detailed cost estimate)

Construction Cost (From attached estimate)	<b>\$74,096.00</b>
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	
Right-of-Way (List only if eligible for Urban Aid or as a Depressed Rural Center)	
Construction Inspection and Material Testing if requesting (15% of the final allowable construction cost maximum)	<b>\$7,409.60</b>
Total Estimated Cost	<b>\$81,505.60</b>

**Project Information**

Is utility work planned within the project limits over the next five (5) years? – Yes \_\_\_\_\_  
No

Is the purchase of right-of-way required before the start of project construction? – Yes \_\_\_\_\_  
No

Does the project intersect a State Highway? – Yes \_\_\_\_\_ No  If yes, which highway? \_\_\_\_\_

If Yes, is the intersection signalized? – Yes \_\_\_\_\_ No \_\_\_\_\_

Is there a railroad crossing within the project limits? – Yes \_\_\_\_\_ No

Is there a railroad crossing 100 feet outside of the project limits? - Yes \_\_\_\_\_ No

Will the construction impact traffic across a railroad crossing outside the project limits? – Yes \_\_\_\_\_ No

Traffic Signal and/or Channelization - Attach a copy of the "Authorization to Design or Install"

Roadway Project – Attach a copy of "Appendix RD"

Bridge Project – Attach a copy of "Appendix BR" and Appendix RD"

Bikeway Project – Attach a copy of "Appendix BW"

Safe Streets to Schools Project – Attach a copy of "Appendix SS"

Location map - 8 1/2" x 11" only, showing project limits (all information must be clear and legible with street names labeled)

AND BE IT FURTHER RESOLVED that if this application is approved and accepted by the New Jersey Department of Transportation (“the Department”), the Sponsor agrees that:

- a. It shall arrange for financing of the total cost of the project provided for in this Agreement.
- b. It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
- c. In the event that the Department approves funds in an amount less than requested, the Sponsor, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.
- d. The Sponsor must notify the Department of its rescission of this Agreement within thirty (30) days of the expiration of the agreement or subsequent extensions. Not meeting this requirement will result in future grants being provided on a reimbursement basis until such time as the municipality demonstrates satisfactory performance in awarding construction contracts. This does not apply to the County Aid Program.
- e. Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.
- f. New Jersey Office of Management and Budget, Circular Letter 05-12, Grant Agreements – Agency Contracts and any supplemental compliance statements by the Department, must be complied with by the Sponsor.
- g. The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:
  1. Preparation of contract drawings and supplementary specifications.
  2. The acquisition of all necessary right-of-way, easements, slope rights and permits.
  3. Construction of the above referenced improvement.
  4. Monitoring and supervising compliance with all provisions of this Agreement.
- h. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.
- i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
- j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.

- k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual on Uniform Traffic Control Devices" published by Federal Highway Administration. Design Exception reports will be prepared for all controlling substandard design elements in accordance with the Department's Design Exception Manual. Design Exception reports shall be certified by a New Jersey licensed professional engineer.
- l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.
- m. All workmanship and materials shall conform to current "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" as amended for State Aid.
- n. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
- o. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
- p. Any changes in work after the award of contract shall be documented with a Department approved change order.
- q. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Aid and Economic Development:
  - 1. One (1) copy of the contract plans, specifications, engineer's estimate, and engineer's design certification.
  - 2. Other documents as required.
- r. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
- s. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
- t. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Aid and Economic Development.
  - 1. Two (2) copies of the summary of construction bids.
  - 2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
- x. For municipal grants, the municipality shall award a construction contract for the grant project within eighteen (18) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may provide one six (6) month extension after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the grant agreement. The Department in its sole discretion may provide a second six (6) month extension under extraordinary circumstances as defined by NJAC 16:20B1.3

- after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the first six month extension. The Department may cancel the grant agreement if the Sponsor does not award the construction contract by the specified time or if an extension is not requested at least thirty (30) days prior to the expiration of the grant agreement or subsequent extensions; or if an extension of time is not granted.
- y. Cancellation of the grant agreement because a construction contract was not awarded within the time requirements or because an extension of time was not properly requested thirty (30) days prior to grant agreement expiration or subsequent extensions will result in future grant funds being provided on a reimbursement basis until such time as the Sponsor demonstrates it can award a construction contract within the specified timeframes.
  - z. Sponsors may voluntarily cancel the grant agreement with written notice thirty (30) days prior to the expiration of the grant agreement or subsequent extensions. Voluntarily canceling the grant agreement with proper notification will result in no penalties on future grants.
  - x. Upon prior approval of the Department, it may elect to undertake the work through the use of its own forces when it is deemed applicable and appropriate.
  - y. Neither design costs, the costs for acquisition of all necessary right-of-way, easements, slope rights, and permits nor utility costs shall be considered costs of the project for purposes of computation of the allotment of State Aid funds under this Agreement except in special cases approved by the Department.
  - z. State participation in the cost of the project shall not exceed the lesser of either 100 percent of the cost of the completed construction work including eligible construction supervision, inspection and material testing, or the original allotment. State participation in inspection and material testing costs combined shall be limited to 15 percent of the eligible construction work cost. The State shall not participate in costs that the Department determines to be beyond the scope of the purposes of the allotment, excessive or otherwise unallowable. The Sponsor shall be afforded an opportunity to challenge this determination at an informal hearing.
  - aa. At the discretion of the Commissioner of Transportation, payment of the allotted funds may be made to the project Sponsor in the form of a grant. Grant payments shall be made as follows:
    1. For programs administered by the Division of Local Aid and Economic Development, a specified percentage, of the lesser of the eligible award amount or allotment amount shall be paid at the time of concurrence in the award of contract by the Department or the full amount of the allotment shall be paid upon approval of this agreement as determined by the Commissioner. The remaining percentage or balance of funds shall be paid upon submission of a final voucher with supporting information as required by the Department. The final voucher must be submitted to the Department within six (6) months of project acceptance. The Department reserves the right to inspect the work associated with the grant as per N.J.A.C 16:20B-3.2.
    2. For County Aid and the Local Bridge Bond Act, the full amount of the annual allotment amount shall be paid upon approval of the Annual Transportation Plan (ATP) and the execution of this Agreement unless the County has demonstrated unsatisfactory performance, whereby funds will be provided similar to municipal grants.
    3. If the Sponsor requests, progress payments shall be on a reimbursement basis. It shall request reimbursement from the Department by submitting vouchers supplied by the Department with supporting information as required by the Department. Progress payments of not less than \$50,000 may be made.

- bb. The Sponsor hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in this Agreement.
- cc. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be reallocated by the Department in a manner determined solely by the Commissioner of Transportation.
- dd. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.
- ee. It shall provide cost certification and maintain financial records relating to all costs for the project in accordance with N.J.A.C. 16:20A or 16:20B, as applicable, and comply with State of New Jersey audit requirements specified therein.
- ff. It shall maintain complete documentation of the project for a period of three (3) years after receiving final reimbursement or payment by the State.
- gg. It shall maintain the completed project in a manner satisfactory to the Department.
- hh. It will comply with Title VI of the 1964 Civil Rights Act.
- ii. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding.
- jj. Approval as to Form by Certification Process.

**RESOLUTION 2006-100  
REFUND OF 2006 TAX OVERPAYMENT**

**WHEREAS**, the Tax Collector has determined that the following has paid 2006 2<sup>nd</sup> Quarter taxes on a property not located in Delanco Township; and

**WHEREAS**, the following has requested that a refund be made.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Delanco that the Treasurer be authorized to send a check fro the Township's account in the following amount to:

Loan # 0149644734 Wells Fargo Real Estate Tax Service  
Attn: Financial support Unit Region 1  
1 Home Campus, MAC X2502-011  
Des Moines, IA 50328-0001  
Amount: \$645.82

**RESOLUTION 2006-101  
AUTHORIZING TOWNSHIP ENGINEER TO ADVERTISE FOR  
CONSTRUCTION BIDS FOR THE PINE STREET IMPROVEMENT PROJECT**

**WHEREAS**, the Township of Delanco has received grant funding for the Pine Street improvement project; and

**WHEREAS**, the Township desires to obtain construction bids for said project.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Delanco, County of Burlington, State of New Jersey that the Township Engineer is hereby authorized to advertise for bids for this project in accordance with the terms and conditions of the grant award and the applicable state law.

**RESOLUTION 2006-102**

**RESOLUTION TERMINATING CONTRACT FOR AFFORDALE HOUSING MONITORING SERVICES**

**WHEREAS**, by Resolution 2004-136, the Township awarded a contract to Frank Piazza of Piazza & Associates for the provision of Affordable Housing monitoring services; and

**WHEREAS**, the Township has determined that said monitoring services can be done effectively and more efficiently in-house; and

**WHEREAS**, the Township no longer requires the services of the contractor and desires to terminate the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Delanco, county of Burlington and State of New Jersey that:

Section 1. The Mayor, Township Clerk, and Township Attorney are hereby authorized and directed to notify Frank Piazza of Piazza Associates of the termination of his contract for the provision of Affordable Housing monitoring services.

**RESOLUTION 2006-103**

**DETERMINING AND DECLARING ZURBRUGG MANSION PROPERTIES AS AN AREA IN NEED OF REDEVELOPMENT**

**WHEREAS**, the Township Committee of the Township of Delanco (“Township”), by Resolution 2006-67, authorized the and directed the Joint Land Use Board to investigate whether certain Township-owned properties at Block 1201, Lots 1.01 and 1.02, and Block 1202, Lots 1.01, 1.02 and 1.03, collectively referred to hereinafter as the “Mansion Properties”, qualify as an area in need of redevelopment; and

**WHEREAS**, the Joint Land use Board of the Township of Delanco (“Board”) undertook this review in accord with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.; and

**WHEREAS**, the Board has prepared, in conjunction with its Planners, a Preliminary Investigation Report for the Mansion Properties and conducted the requisite public hearing with proper notice on June 6, 2006; and

**WHEREAS**, by Resolution 2006-21, a copy of which is attached hereto and incorporated herein by reference, the Board recommended to the Township that the Mansion Properties be declared as an area in need of redevelopment; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-6.b.(5), after receiving the Board’s recommendation, the Township may adopt a Resolution “determining that the delineated area, or any part thereof, is a redevelopment area”; and

**WHEREAS**, the Township has reviewed the findings and recommendations of the Board and desires to declare the entire Mansion Properties area as an area in need of redevelopment.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Delanco, County of Burlington, State of New Jersey, that the Mansion Properties, as more specifically-referenced by Block and Lot above, and further referenced as the properties bounded by Delaware Avenue, Union Avenue, 2<sup>nd</sup> Street, and Willow Avenue and the properties between Delaware Avenue and the Delaware River adjacent thereto, are hereby declared to be an area in need of redevelopment; and

**BE IT FURTHER RESOLVED** that the Township is not required to send a send a certified copy of this Resolution to the property owners within the redevelopment area as there are no property owners in the redevelopment area other than the Township, and passage of this Resolution, such notice is hereby effectuated; and

**BE IT FURTHER RESOLVED** that the Township Clerk shall: (1) within ten days of this determination and declaration, provide certified copies of this Resolution to “interested parties” that submitted written objections concerning this determination, if any, and (2) forward a certified copy of this Resolution with the Commissioner of the Department of Community Affairs in accordance with the requirements of the Local Redevelopment and Housing Law.

**PAYMENT OF BILLS**

<u>ACCOUNT</u>	<u>AMOUNT</u>
GENERAL	\$163,218.63
PAYROLL	56,340.75
CAPITAL	1,250.22
TRUST	29,654.91
HOUSING TRUST	6,556.72

**GENERAL ACCOUNT – JUNE 19, 2006**

22526	AMERICAN ASPHALT CO INC	86.33
22527	AMERICAN LAWN IRRIGATION INC	195.50
22528	BIRDSALL ENGINEERING INC	14,759.50
22529	BURLINGTON COUNTY MCPL JIF	67,093.00
22530	BURLINGTON COUNTY TIMES	866.08
22531	BELMONT & CRYSTAL SPRINGS	31.32
22532	DELANCO EMERGENCY SQUAD INC	10,500.00
22533	DELANCO TWP RECREATION ACCOUNT	27,840.00
22534	FOSTERS HARDWARE INC	60.15
22535	GOODYEAR TIRE DISTRIBUTION CTR	456.52
22536	LISA GONTESKI	50.00
22537	METROCALL	233.47
22538	DILWORTH PAXSON LLP	1,970.00
22539	MUNIDEX INC	13.25
22540	MILL RUN CLEANERS & TAILORS	134.75
22541	NEXTEL COMMUNICATIONS	1,000.72
22542	OAKWOOD UNIFORM & EQUIP INC	95.95
22543	PEDRONI FUEL CO	1,846.25
22544	PETTY CASH-ADMINISTRATIVE	171.17
22545	PITNEY BOWES	40.79
22546	PSE&G	9,472.32
22547	PARKER MCCAY-ATTORNEYS AT LAW	4,748.94
22548	QSCEND TECHNOLOGIES INC	500.00
22549	RIVERSIDE NAPA AUTO PARTS	64.71
22550	RENWICK & ASSOCIATES	6,675.00
22551	SAFETY AUTO REPAIR	1,847.56
22552	SOUTH JERSEY SANITATION	9,907.44
22553	SHIPPS CONTRACTING CO	90.95
22554	S & S ELECTRICAL SERVICES INC	660.35
22555	SERVICE TIRE TRUCK CENTERS	446.28
22556	TERMINIX INTERNATIONAL	110.00
22557	TAYLOR DESIGN GROUP INC	874.25
22558	TRUEGREEN CHEMLAWN	125.00

22559	UNITED STATES POSTAL SERVICE	1,000.00
22560	VERIZON WIRELESS	359.17
22561	WELLS FARGO REAL ESTATE TAX SE	645.82
22562	XTEL COMMUNICATIONS INC	1,246.09
<b>TOTAL</b>		<b>\$163,218.63</b>

**CURRENT**

22524	PAYROLL ACCOUNT	30,989.50
22525	PAYROLL ACCOUNT	25,351.25
<b>TOTAL</b>		<b>\$56,340.75</b>

**TRUST**

1806	BIRDSALL ENGINEERING INC	28,115.25
1807	DILWORTH PAXSON LLP	835.00
1808	TAYLOR DESIGN GROUP INC	684.50
1809	DELANCO TWP CURRENT FUND	20.16
<b>TOTAL</b>		<b>\$29,654.91</b>

**HOUSING**

123	PARKER MCCAY-ATTORNEYS AT LAW	1,856.95
124	T H P INC	4,699.77
<b>TOTAL</b>		<b>\$6,556.72</b>

**CAPITAL**

1479	PARKER MCCAY-ATTORNEYS AT LAW	1,030.22
1480	TAYLOR DESIGN GROUP INC	220.00
<b>TOTAL</b>		<b>\$1,250.22</b>

**APPROVAL OF MINUTES – May 15, 2006**

**APPROVAL OF CONSENT AGENDA**

Motion by Jackie DiCarlo, seconded by Fern Ouellette to approve the consent agenda items minus Ordinance 2006-10.

**Roll Call:** Devinney, absent; DiCarlo, yes; Hinkle, yes; Ouellette, yes; Fitzpatrick, yes

**ORDINANCE 2006-10**

**AN ORDINANCE TO AMEND CHAPTER 224 OF THE CODE OF THE TOWNSHIP OF DELANCO TITLED "PUBLIC RECORDS, ACCESS TO" 1ST READING BY TITLE ONLY AND SET PUBLIC HEARING DATE FOR JULY 10, 2006**

Mayor Fitzpatrick asked for discussion on Ordinance 2006-10.

- Committeeman Fern Ouellette remarked that the fee for accident reports for Police records is excessive. A discussion ensued.
- Mayor Fitzpatrick recommended not changing the fees represented in Ordinance 2006-10.

Motion by Joan Hinkle, seconded by Jackie DiCarlo to introduce Ordinance 2006-10 by title only and set public hearing date for July 10, 2006

**Roll Call:** Devinney, absent; DiCarlo, yes; Hinkle, yes; Ouellette, yes; Fitzpatrick, yes

## **APPROVAL OF MINUTES**

Motion by Fern Ouellette, seconded by Joan Hinkle to approve the minutes of the May 8, 2006 Township Committee meeting

**Roll Call:** Devinney, absent; DiCarlo, abstain; Hinkle, yes; Ouellette, yes; Fitzpatrick, yes

Motion by Jackie DiCarlo, seconded by Joan Hinkle to approve the minutes of the June 5, 2006 Township Committee meeting

**Roll Call:** Devinney, absent; DiCarlo, yes; Hinkle, yes; Ouellette, yes; Fitzpatrick, abstain

## **MEETING OPEN TO THE PUBLIC**

Mayor Fitzpatrick opened the meeting to the public.

1. Jack Hoefle, 44 Pennington Court, requested that the Township Administrator discuss any information he has received regarding the swap of property from the County and the Township and asked if anything has been resolved.
2. Marlene Jass, 4 McCay Way, thanked the Township Committee for their assistance in forcing the developers to correct the problems at Newton's Landing Boulevard, Creek Road and Emery Way.
3. Peter Hatton, 420 Illinois Avenue, commented that he received a letter from the Township regarding the parcel of land behind his property, and expressed his interest in purchasing the property.
4. John Rahenkamp, 1700 Second Street, requested that a refuse container be placed at the end of Lilac Street.
5. Maureen Barrett, 621 Delaware Avenue, complained about the trash at the end of Walnut Street due to the holiday trash rescheduling. The Township Administrator, Mr. Steven Corcoran will research the possibility of placing trash receptacles at the end of every street along Delaware Avenue.
6. Mr. Malone, 1604 Rivers Edge Drive, made a complaint about the fire extinguisher inspection policies for his rental property. A discussion ensued. Mayor Fitzpatrick suggested having an annual meeting with landlords and inspectors.
7. Ralph McCullough, 308 Buttonwood Street, asked who owned the property at Vine and Buttonwood Streets. Mr. McCullough asked why the owner was permitted to have a trailer on his property. A discussion ensued.

## **MEETING CLOSED TO THE PUBLIC**

Since there were no further comments or questions from the public, Mayor Fitzpatrick closed the meeting to the public.

## **DISCUSSION ITEMS:**

**1. Mansion Update** – Township Administrator, Mr. Steven Corcoran

- changes and revisions have been made to the plans – requests for proposals and information to be mailed with full brochure Friday, June 23, 2006 – proposals due back in the Municipal Building by Wednesday, September 6, 2006 at 2:00PM – Township Committee will make ultimate decision and reserve the right to request additional information

Mayor Fitzpatrick mentioned that any interested real estate professional, company or individual is welcome to obtain brochures or information from the Township.

**CORRESPONDENCE – Municipal Clerk - Mrs. Janice Lohr** – Nothing to report

Mayor Fitzpatrick reported that the Township received a letter of resignation from Mr. Bob Bellan as the Emergency Management Coordinator.

Motion by Joan Hinkle, seconded by Jackie DiCarlo to accept, with regrets, the resignation of Bob Bellan as the Delanco Township Emergency Management Coordinator.

**Roll Call:** Devinney, absent; DiCarlo, yes; Hinkle, yes; Ouellette, yes; Fitzpatrick, yes

Mayor Fitzpatrick reported that the Township received a letter from Jacqueline Nixon, the President of the Board of Directors of the Delanco Presbyterian Church, thanking the Township Administrator, Mr. Steven Corcoran for announcing the 2006 Red Cross Blood Drive sponsored by the Church on the digital sign at the Municipal Building.

#### **COMMENTS – TOWNSHIP ADMINISTRATOR – Mr. Steven Corcoran**

- had a contractor and consultant look at the sound system and acoustics in the courtroom – also had a consultant from the New Jersey Court System review the sound and acoustics in the courtroom – Township will consider their recommendations

Mayor Fitzpatrick commented that the Recreation Commission has a recommendation to resolve the echo in the courtroom. They suggested displaying some of the paintings done by Delanco residents in the Township sponsored art program. The Township Administrator, Mr. Steven Corcoran stated that the baffling problem had to be resolved first. A discussion ensued.

- announced that the computer training for the website is Thursday, June 22, 2006 at the Walnut Street School computer room – plan to launch website by end of June

#### **COMMENTS – TOWNSHIP COMMITTEE**

**Fern Ouellette –**

- attended Assembly Commerce and Economic Development meeting regarding the procedures for eminent domain in municipal redevelopment programs

**Jackie DiCarlo –** Nothing to report

**Joan Hinkle -**

- asked about the round table that was planned for this year – a discussion ensued – Mayor Fitzpatrick suggested notifying the chairperson of each committee or commission and have a representative attend a round table meeting in September

**Mayor Fitzpatrick -**

- announced that the Municipal Clerk, Mrs. Janice Lohr's son, Doug has completed basic training in the United States Navy and congratulated her

- Delanco received an award from the Rancocas Conservancy honoring Delanco Township for supporting and fostering initiatives to ensure that the Rancocas Creek and its tributaries remain vibrant natural resources for present and future generations

- reported that the Township Administrator, Mr. Steven Corcoran and herself met with the Bridge Commission to complete the plans for the Lippincott property – asking Bridge Commission for two separate plans (one for seeded and one for asphalt)

- met with Ryan Homes and attorneys regarding affordable housing issues at Rivers Edge – Ryan Homes will provide fourteen (14) units for seniors

- rededicated monuments at Gateway Park and urged everyone to visit the park – will ask the Recreation Commission to donate a concrete pathway to the monuments

- met with engineers and Township Administrator, Mr. Steven Corcoran on Pine Street

to cover the improvements - the Township Committee is inviting the residents on Pine Street to attend the July 10, 2006 Township Committee meeting – trees will be removed and residents can request replacements to be planted on their own property – curbs and sidewalks will be replaced - the street will only be repaired where needed

- attended the Board of Education dinner where the Delanco Township Public School System recognized:
  - Grace Harding for twenty five years of service
  - Dot Mongo, Principal for six years, and retiring this year
  - Ginny Vogt, a teacher for thirty-six years
- attended the Walnut Street School eighth grade graduation – Eric Wolford was the recipient of the Brett Harris Memorial Award
- read bills from Trenton and would like the Township Committee to support:
  - Assembly Bill 172 – to amend the Open Public Records Act – to exempt the Municipal Clerk from penalties imposed by the act – need to do resolution to send to Trenton
  - Assembly Bill 553 – Unlike the State and its agencies; municipalities under the State Health Benefits Plan cannot impose or negotiate premium contributions by employees for health benefits

Mayor Fitzpatrick stated that she will write a letter to the state regarding the mandates for the landlords and ask for assistance in notifying the landlords of new mandates.

Motion by Joan Hinkle, seconded by Jackie DiCarlo to adjourn the meeting.

**Roll Call:** Devinney, absent; DiCarlo, yes; Hinkle, yes; Ouellette, yes; Fitzpatrick, yes

Janice M. Lohr, RMC  
Municipal Clerk  
June 19, 2006

