

# RESOLUTION

No. 25 - 217

Date of Adoption JUN 03 2025

Approved as to Form and Legality

Factual content certified by

Wesley Bridges, Esq.  
WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Seane Semple for Sean Semple  
SEAN SEMPLE, DIRECTOR OF WATER AND SEWER

Councilman /woman \_\_\_\_\_ presents the following Resolution:

SPONSORED BY: \_\_\_\_\_

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO BRITTON INDUSTRIES, INC., FOR THE REMOVAL OF SPOILS STOCKPILED OR STORED EXCAVATED MATERIALS FOR THE DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$310,900.00 WITH THE OPTION TO EXTEND ONE (1) ADDITIONAL YEAR- BID2025-35**

**WHEREAS**, four (4) sealed bids were received in the Division of Purchasing on March 26, 2025, at 11:00 am, by the Purchasing Agent for the Removal of Spoils Stockpiled or Stored Excavated Materials for the City of Trenton, Department of Water and Sewer, Trenton Water Works; and

**WHEREAS**, the low bid of Britton Industries, Inc., 227 Bakers Basin Road, Lawrenceville, New Jersey 08648, is made pursuant to the advertisement, be and is hereby accepted, as the lowest, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

**WHEREAS**, funds in an amount not to exceed \$310,900.00 have been certified to be available in the following account number: 5-05-55-5504-836-010. This contract shall be awarded for a period of one (1) year from the date of award with the option to extend one (1) additional year in an amount not to exceed \$310,900.00 contingent upon the temporary and final adoption of CY'26 budget; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Britton Industries, Inc., 227 Bakers Basin Road, Lawrenceville, New Jersey 08648, for the Removal of Spoils Stockpiled or Stored Excavated Materials for the City of Trenton, Department of Water and Sewer, Trenton Water Works for a period of one (1) year in an amount not to exceed \$310,900.00 from the date of award with the option to extend one (1) additional year for the said purposes in the manner prescribed by law.

MOTION: Feliciano					SECOND: Frisby										
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent			Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ		✓			
FELICIANO	✓				HARRISON				✓						
FIGUEROA	✓				WILLIAMS	✓									
KETTENBURG	✓														

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

JUN 04 2025

Joey Aron  
President of Council

[Signature]  
City Clerk

**A G R E E M E N T**  
**C I T Y O F T R E N T O N , N E W J E R S E Y**  
**BID2025-35**  
**RES. NO. 25-217**

**AWARDED TO BRITTON INDUSTRIES, INC.**

**FOR THE REMOVAL OF SPOILS STOCKPILED OR STORED EXCAVATED MATERIALS FOR THE  
DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS**

This Agreement, entered into this 4<sup>th</sup> Day of JUNE 2024 between the City of Trenton, a municipal corporation of the State of New Jersey, 'CITY' **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **BRITTON INDUSTRIES, INC., 227 BAKERS BASIN ROAD, LAWRENCEVILLE, NEW JERSEY 08648** ("Contractor"), witnesseth that:

**WHEREAS**, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$310,900.00 FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE AWARD WITH THE OPTION TO EXTEND THE CONTRACT FOR ONE (1) ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED \$310,900.00.**

**FIRST**, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO BRITTON  
INDUSTRIES, INC., FOR THE REMOVAL OF SPOILS STOCKPILED OR STORED EXCAVATED  
MATERIALS FOR THE DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS FOR A  
PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED  
\$310,900.00 WITH THE OPTION TO EXTEND ONE (1) ADDITIONAL YEAR– BID2025-35**

B. The contract shall be submitted with contracts with the following:

**UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS**

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

**SECOND.** The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered, and accepted in full conformity to the aforementioned specifications and offer or proposal.

**THIRD.** The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

**FOURTH.** In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor

and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this convenient shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. THE CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

- e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:
1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
  2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or
  3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)
- f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)
- g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)
- h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)
- i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)
- j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)
- k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)
- l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)
- m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.


IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

Attest:   
Brandon L. Garcia, RMC  
Municipal Clerk

  
Date

CITY OF TRENTON

  
W. Reed Gusciora, Esq. Mayor

  
Date

and


**BRITTON INDUSTRIES, INC., 227 BAKERS BASIN ROAD, LAWRENCEVILLE, NEW JERSEY 08648**

CONTRACTOR SIGNATURE

DATE

Attest:   
Secretary

  
President

  
Date

## TRENTON WATER WORKS

Contract for the Removal of Stockpiled or Stored Excavated Materials

Contracts shall be awarded based on the lowest responsible and responsive bidder. The items in the contracts may be awarded to one contractor. Quantities may increase by no more than 20% or decrease by any amount.

**OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR**

Submitted by:

Company Name:

### PROPOSAL

The undersigned proposes to remove spoil material from the Trenton Water Works yards in accordance with the following:

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Wet or Dry Soil	Tons	10,000	<u>16.49</u>	<u>164,900</u>
2	Asphalt and Concrete	Tons	8,000	<u>18.25</u>	<u>146,000</u>
Grand Total >>				<u>310,900</u>	

## TRENTON WATER WORKS

Contract for the Removal of Stockpiled or Stored Excavated Materials

Contracts shall be awarded based on the lowest responsible and responsive bidder. The items in the contracts may be awarded as one contract to one contractor.

Quantities may increase by no more than 20% or decrease by any amount.

Submitted by:

(Company Name) *Britton Industries, Inc*

(Signature)



(Printed Name)

*James Britton*

(Person to Contact, Please Print)

*Kim Frost*

(Telephone)

*609-209-3892*

TRENTON WATER WORKS  
Contract for the Removal of Stockpiled or Stored Excavated Materials

Contracts shall be awarded based on the lowest responsible and responsive bidder. The items in the contracts may be awarded to one contractor. Quantities may increase by no more than 20% or decrease by any amount.

Submitted by: \_\_\_\_\_ Company Name: \_\_\_\_\_

PROPOSAL

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Quantities may increase by no more than 20% or decrease by any amount.

Submitted by:

(Company Name) *Britton Industries, Inc*

(Signature)



(Printed Name) *James Britton*

(Person to Contact, Please Print) *Kim Frost*

(Telephone) *609-209-3892*

# *Trenton Water Works*

## *Construction & Maintenance Office*



*Calendar Year 2025 Contract for the  
Removal of Excavated Material*



*Bid Proposal & Specification*





TRENTON WATER WORKS  
Contract for the Removal of Stockpiled and Stored Excavated Materials

### Scope of Work

Under the scope of work in this contract, the Contractor shall be required to supply all necessary labor, equipment, supervision, certified vehicle weighing facility, regulatory compliant disposal site or sites, permits, licenses and all other requirements to load spoil material using vendor supplied loading equipment on or in contractor supplied vehicles at the Trenton Water Works yard located at 333 Courtland Street. The Contractor is required to dispose of the material in accordance with all applicable Municipal, County, State, and Federal rules, regulations and laws.

### Spoil Material Specification

The spoil material to be removed shall be material excavated from water facility installations, repairs and replacements. The material shall consist of roadway pavement materials such as various forms of bituminous concrete, stabilized base and Portland cement concrete. It shall also consist of the various types of sub-base materials, also referred to herein as wet or dry soil, comprised primarily of rock, sand, silt and clay particles. The larger pieces of the bituminous materials and the Portland cement concrete shall be placed by Water Utility personnel in separate piles at the various sites used by the Water Utility for storage. The rock, sand, silt and clay materials shall also be placed in a separate pile or piles and may contain some smaller pieces of the bituminous materials and Portland cement concrete.

### Period of Contract

The term of contract shall be for a period of twelve months commencing on the date of issuance of the notice-to-proceed or, if occurring prior to expiration of the twelve-month period, until the contract quantities are reached or total contract dollar amount is reached. The Trenton Water Works shall reserve the right to extend the period of the contract beyond the twelve month period subject to the availability of unexpended monies remaining from the total contract amount authorized by the purchase order to do the work.

### Estimate of Quantities

Wet or dry Soil  
Asphalt and Concrete

## Trenton Water Works Responsibility

The Trenton Water Works shall provide spoil material for pick up and disposal by the Contractor at the Trenton Water Works spoil material storage yards located at 333 Courtland Street. The Trenton Water Works shall not be required to supply any equipment or labor to do the work.

## Contractor's Responsibility

1. **The Contractor shall be required to supply A MINIMUM OF 3 DUMP TRUCKS EACH HAVING A MINIMUM CAPACITY OF 10 CUBIC YARDS, FRONT END LOADER and manpower to load material at the Trenton Water Works yard.**
2. The Contractor shall be required to have an accurate weighing facility at the same location where the material shall be received. A copy of a valid registration certificate by the State of New Jersey, Office of Weights & Measures shall need to be supplied for the duration of the contract. The weighing facility shall be capable of weighing 5 to 50 gross tons to an accuracy of plus or minus 1 percent. In order to establish control for determining the plus or minus 1 percent accuracy, the dump trucks shall be weighed by the contractor empty and then full at the Mercer County weighing facility at the beginning of each day in which work shall be performed.
3. In order to determine the tare of the removed spoil material, the contractor shall be required to determine the weight of the vehicle and the weight of the material disposed of by subtracting the vehicle's unloaded weight from the vehicle's loaded weight.
4. The contractor shall be required to furnish weigh slips to a duly designated Trenton Water Works representative. On the weigh slips the vehicle number, license number, slip number, gross tonnage, net tonnage and tare tonnage, delivery time and delivery date shall be shown. The slips shall be produced to the designated Trenton Water Works representative for each time the vehicle has been weighed empty (tare) and each time the vehicle has been weighed full (gross) of spoils.
5. The contractor shall be required to complete and submit to the Trenton Water Works biweekly vouchers containing an accounting of all deliveries. The date, time, weight and weight slip numbers shall be shown on the vouchers. No payment shall be authorized or made by the Trenton Water Works without proper listing and accounting of the weigh slips.
6. After the material has been properly weighed, the contractor shall be required to dispose of the material at a site meeting all applicable Municipal, County, State and Federal rules, regulations, and laws.

7. **The contractor shall be required to remove the spoil material only after receiving authorization to do so from an authorized Trenton Water Works representative. After receiving notification to remove spoil material, the contractor shall be required to start the removal of spoil by the third (3<sup>RD</sup>) City of Trenton workday after receiving such notification. The contractor shall also be required to not remove spoil material when the weather is inclement, either raining, snowing, sleeting or hailing. After such inclement weather and before the contractor commences the removal of the spoil material, the contractor shall be notified by the authorized Trenton Water Works representatives to do so.**
8. **The contractor shall be required to prosecute the work only on regular City of Trenton workdays between the hours of 8:30 am and 4:00 pm and not on weekends or City of Trenton holidays.**
9. **At the start and during the course of the contract, when the Trenton Water Works representative contacts the contractor to remove the spoils spoil material that has been stockpiled at either or both of the Trenton Water Works yards, the contractor shall be required to start the work within 3 City of Trenton work days and to prosecute the work diligently and continuously until all of the stockpiled spoil material has been removed within 10 City of Trenton work days. Failure of the contractor to prosecute the work until all of the stockpiled material has been removed in the manner previously described shall be cause for finding the contractor in breach of contract.**
10. The contractor shall assure that the driver of the vehicle picking up spoils material comply with the Trenton Water Works sign-in / sign-out Policy when entering and leaving the premises of the Cortland Street Facility.
11. If an individual contractor has been awarded both Item 1 (Dirt spoils removal) and Item 2 (Asphalt / Concrete spoils removal) of the Contract and where one item exceeds in unit price the other by more than 10%, then each time they are contacted to remove spoils, they shall start with the Item having the lower unit price (i.e. Item 1 Dirt) and complete removal of that spoils material and the billing of that item to the Trenton Water Works prior to mobilizing to remove the remaining Item (i.e. Item 2 Asphalt/Concrete) having the higher unit price.

## Option for Extension of Contract Services

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend the time of any contract for services, other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1), (9), (12), (16), (17), (18), (19), (24), (30), (31), (34), (35), (36) and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.