RESOLUTION NO. 1 - 2001

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR TEMPORARY BUDGET APPROPRIATIONS FOR 2001

WHEREAS, the Revised Statute 40A:4-19 provides that temporary appropriations should be made for the purpose and amounts required as hereinafter provided;

WHEREAS, this temporary budget must be adopted prior to January 31, 2001, for the purposes required therein; and

WHEREAS, it has been determined that one-fourth of the total appropriations in the 2000 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 2000 budget is the sum of $4,972,511.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 2nd day of January, 2001 at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of the Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

TEMPORARY BUDGET APPROPRIATIONS FOR 2001

Township Council	SW	15,000
Township Council	OE	5,000
Township Manager	SW	55,000
Township Manager	OE	7,000
Township Clerk	SW	31,000
Township Clerk	OE	4,900
Receptionist/Comm.	OE	40,000
Training	OE	4,500
Finance	SW	52,000
Finance	OE	18,000
Tax Collection	SW	47,000
Tax Collection	OE	1,000
Tax Assessment	SW	22,300
Tax Assessment	OE	2,900
Insurance Buyback	SW	34,100
Employee Group Insurance	OE	275,000
Other Insurance	OE	113,000
Legal Services	SW	27,000
Legal Services	OE	9,400
Public Defender	SW	2,700
Public Defender	OE	800
Municipal Court	SW	40,000
Municipal Court	OE	3,000
Planning Board	SW	300
Planning Board	OE	800
Zoning Board	SW	500
Zoning Board	OE	200
Construction Official	SW	20,000
Construction Official	OE	1,000
Uniform Fire Safety Act	SW	20,000
Uniform Fire Safety Act	OE	300
Housing Inspection	SW	32,000
Housing Inspection	OE	12,800
Fire Marshall	SW	2,600
Fire Marshall	OE	300

Electric & Plumbing Inspection	SW	25,000	
Electric & Plumbing Inspection	OE	21,000	
Advisory Board	OE	10,800	
Fire Company	SW	66,000	
Fire Company	OE	69,500	
Emergency Squad	OE	9,000	
Emergency Management	OE	2,500	
Public Works Administration	SW	25,000	
Public Works Administration	OE	200	
Roads and Streets	SW	300,000	
Roads and Streets	OE	50,000	
Snow Removal	SW	50,000	
Snow Removal	OE	50,000	
Public Building and Grounds	SW	32,000	
Public Building and Grounds	OE	69,000	
Street Lighting	OE	110,000	
Refuse Collection	OE	410,000	
Recycling	SW	8,000	
Recycling	OE	1,700	
Township Engineer	OE	3,500	
Clinical Services	SW	15,000	
Clinical Services	OE	3,750	
Public Assistance	SW	22,000	
Public Assistance	OE	1,000	
Library	SW	17,000	
Library	OE	250,000	
Recreation	SW	130,000	
Recreation	OE	70,000	
Public Events	SW	1,350	
Clean Communities	SW	5,000	
Clean Communities	OE	2,252	
Municipal Drug Alliance	OE	5,000	
Police	SW	1,460,000	
Police	OE	100,000	
Animal Regulations	SW	35,000	
Animal Regulations	OE	4,000	
Debt Service	OE	3,914,956	
Capital Improvement	OE	62,500	
Social Security	OE	174,000	
Pension	OE	483,800	
TOTAL OPERATIONS			8,971,208
LESS: Debt Service		-3,914,956	
Capital Improvement		-62,500	
Public Assistance		-23,000	-4,000,456
TOTAL TEMPORARY BUDGET			4,970,752

Dated: January

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

EDDIE CAMPBELL, JR.
MAYOR

RESOLUTION NO. 2001- 2

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENT OF MUNICIPAL PROSECUTOR, ASSISTANT TOWNSHIP SOLICITOR: SUBSTITUTE PROSECUTOR; PUBLIC DEFENDER; AUDITOR , AND BOND COUNSEL.

WHEREAS, the terms of the Office of Solicitor, Municipal Prosecutor, Assistant Township Solicitor; Public Defender; Substitute Prosecutor; Special Counsel, Auditor and Bond Counsel have expired; and

WHEREAS, the services to be performed in such offices are regulated by law and the persons to be appointed are practicing recognized professions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 2nd of January, 2001, that , JOHN COLLINS, is appointed as MUNICIPAL PROSECUTOR, pursuant to N.J.S.A.-2B:12-27, KIM C. BELIN, ASSISTANT TOWNSHIP SOLICITOR; CINDI S. COLLINS, is appointed as PUBLIC DEFENDER; DENISE A. KUESTNER, ESQ., SUBSTITUTE PROSECUTOR; STEPHEN E. RYAN, Acting for Edmund D. Bowman is appointed as TOWNSHIP AUDITOR, and EDWARD J. MCMANIMON, III, BOND COUNSEL, for a term expiring 12/31/2001.

BE IT FURTHER RESOLVED, that each of said appointees shall be compensated in accordance with salary ordinance or by agreement.

Eddie Campbell Jr.
EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

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

January 10, 2001

Ms. Denise Kuestner
4 Fleetwood Place
Willingboro, New Jersey 08046

Dear Ms. Kuestner:

Enclosed please find a copy of Resolutions No. 2001 – 2 and 2001 – 3 which were adopted at Willingboro Township Council Reorganization Meeting on January 2, 2001.

Please sign and return both copies of the contract and one fully executed copy will be returned to you.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Rl
Enc.

TOWNSHIP OF WILLINGBORO

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

January 10, 2001

Edward J. McManimon, III
McManimon & Scotland, LLC
One Riverfront Plaza
Newark, New Jersey 07102

Dear Mr. McManimon:

Enclosed please find a copy of Resolutions No. 2001 – 2 and 2001 – 3 which were adopted at Willingboro Township Council Reorganization Meeting on January 2, 2001.

Please send us your usual contract for signature.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Rl
Enc.

TOWNSHIP OF WILLINGBORO

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

January 10, 2001

Stephen E. Ryan
Bowman & Company
601 White Horse Road
Voorhees, New Jersey 08043

Dear Mr. Ryan:

Enclosed please find a copy of Resolutions No. 2001 – 2 and 2001 – 3 which were adopted at Willingboro Township Council Reorganization Meeting on January 2, 2001.

Please send us your usual contract for signature.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Rl
Enc.

LEGAL ADS FOR PUBLICATION, WEDNESDAY, JANUARY 10, 2001

NOTICE OF PROFESSIONAL SERVICES CONTRACTS

Pursuant to N.J.S.A. 40A: 11-5, notice is hereby given that the Township Council of the Township of Willingboro adopted a Resolution on January 2, 2001, Authorizing a contract for professional services with William John Kearns, Jr., John E. Collins, Kim C. Belin, Cindi S. Collins, Denise A. Kuestner, Stephen A. Ryan, Edward J. McManimon, III and Carl Turner.

A. The nature of the contract is: Township Solicitor, Municipal Prosecutor/Asst. Township Solicitor, Public Defender, Asst. Prosecutor, Township Auditor, Bond Counsel, Township Engineer.
B. The Duration of the contract is:
One Year
C. The services to be performed under the contract are:
In accordance with (A) above.
D. The amount of the contract is:
According to contract, Salary Ordinance and/or Budget.
E. The Professional shall comply with P.L. 1975, Chapter 127 (NJAC 17:27)

A copy of the authorizing Resolution and the contract is on file and available for For public inspection in the Office of the Township Clerk of the Township of Willingboro, Municipal Complex, Salem Road, Willingboro, New Jersey.

Rhoda Lichtenstadter, RMC
Township Clerk

NOTICE
NOTICE OF PROFESSIONAL SERVICES CONTRACTS
Pursuant to N.J.S.A. 40A: 11-5, notice is hereby given that the Township Council of the Township of Willingboro adopted a Resolution on January 2, 2001, Authorizing a contract for professional services with William John Kearns, Jr., John E. Collins, Kim C. Belin, Cindi S. Collins, Denise A. Kuestner, Stephen A. Ryan, Edward J. McManimon, III and Carl Turner.
A. The nature of the contract is: Township Solicitor, Municipal Prosecutor/Asst. Township Solicitor, Public Defender, Asst. Prosecutor, Township Auditor, Bond Counsel, Township Engineer.
B. The Duration of the contract is: One Year
C. The services to be performed under the contract are: In accordance with (A) above.
D. The amount of the contract is: According to contract, Salary Ordinance and/or Budget.
E. The Professional shall comply with P.L. 1975, Chapter 127 (NJAC 17:27)
A copy of the authorizing Resolution and the contract is on file and available for public inspection in the Office of the Township Clerk of the Township of Willingboro, Municipal Complex, Salem Road, Willingboro, New Jersey.
Rhoda Lichtenstadter, RMC
Township Clerk

Adv. Fee $27.00
BCT January 10, 2001
Aff. Chg. $10.00

WILLINGBORO TOWNSHIP

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

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

TELEFAX COVER SHEET

TO: Legal Ads

COMPANY: B.C.T

DATE: 1/4/2001

TO FAX NO. 877-2706

FROM: Twp Clerk EXT. 6202 PAGES 2

SUBJECT: Legal Ads for Pub.
Wed Jan. 10, 2001

FOR YOUR INFORMATION ✓ PLEASE RESPOND

THANK YOU.

TOWNSHIP OF WILLINGBORO

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

January 10, 2001

Mr. Carl Turner
651 High Street P.O. Box 68
Burlington, New Jersey 08016

Dear Mr. Turner:

Enclosed please find a copy of Resolutions No. 2001 – 2 and 2001 – 3 which were adopted at Willingboro Township Council Reorganization Meeting on January 2, 2001.

Please sign and return both copies of the contract and one fully executed copy will be returned to you.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Rl
Enc.

TOWNSHIP OF WILLINGBORO

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

January 10, 2001

Ms. Kim C. Belin, Esq.
96 Twin Hills Drive
Willingboro, New Jersey 08046

Dear Ms. Belin:

Enclosed please find a copy of Resolutions No. 2001 – 2 and 2001 – 3 which were adopted at Willingboro Township Council Reorganization Meeting on January 2, 2001.

Please sign and return both copies of the contract and one fully executed copy will be returned to you.

Thank you.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Rl
Enc.

RESOLUTION NO. 2001 - 3

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING PROFESSIONAL SERVICE CONTRACTS WITH JOHN E. COLLINS, ESQ., KIM C. BELIN, ESQ. CINDI S. COLLINS, ESQ., DENISE A. KUESTNER, ESQ; STEPHEN E. RYAN, AND EDWARD McMANIMON III.,WILLIAM J. KEARNS, JR.

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 2nd day of January, 2001 as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with:

WILLIAM JOHN KEARNS, JR, Township Solicitor
JOHN E. COLLINS, Municipal Prosecutor.
KIM C. BELIN, Asst. Township Solicitor
CINDI S. COLLINS, Public Defender.
DENISE A. KUESTNER, Substitute Prosecutor
STEPHEN E. RYAN, Acting for Edmund D. Bowman, Auditor
EDWARD J. MCMANIMON, III - Bond Counsel
CARL TURNER, Township Engineer

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

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

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT
between the Township of Willingboro
and JOHN E. COLLINS

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Municipal Prosecutor

WHEREAS, JOHN E. COLLINS, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and John E. Collins, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. John E. Collins, is hereby appointed and retained as Municipal Prosecutor
2. TERM. The term of this appointment shall commence January 1, 2001 and continue until December 31, 2001 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Municipal Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Asst. Solicitor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITHA PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischrged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 1st day of January 2001, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

EDDIE CAMPBELL, JR.
MAYOR

ESQUIRE

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

A G R E E M E N T

THIS AGREEMENT, made as of this 2 day of JAN, 2001, between the TOWNSHIP OF WILLINGBORO, a body politic of the State of New Jersey, herein designated as the "Township," party of the first part, and McMANIMON & SCOTLAND, L.L.C., Attorneys at Law with offices at One Riverfront Plaza, Newark, New Jersey, hereinafter designated as "Bond Counsel," party of the second part:

WITNESSETH:

1. The Township desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The Township desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the Township determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale and will submit them to the Township Attorney for review. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will see to the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will

prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the Township determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes and will submit them to the Township Attorney for review. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the Township Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

3. The Township will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of $3,500, plus $1.00 per thousand dollars of bonds issued for the first $15,000,000 of bonds issued and $.75 per thousand dollars of bonds issued in excess of $15,000,000.

B. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of $400. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3G, there will be additional fees to be charged at the flat hourly rates reflected in subparagraph 3G. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. The fee for any temporary financing including tax anticipation notes involving a private placement shall be $.50 per thousand dollars of notes issued with a minimum fee of $800.

D. Services rendered in regard to arbitrage compliance and related tax analysis and services involving disclosure and official statement work in connection with the issuance of bonds and bond and tax anticipation notes will be billed at the flat hourly rates reflected in subparagraph 3G.

E. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the flat hourly rates reflected in subparagraph 3G will be charged.

F. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of $5,000 for each refunded issue in addition to the fees described herein.

G. Services rendered on an hourly basis as reflected above or beyond the scope of those specified above will be billed at the hourly rates of $90 per hour for legal assistants and a flat rate of $175 per hour for attorneys.

H. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be based on hourly rates referred to herein.

I. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Township.

J. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the Township hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-5.3 promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Bond Counsel agrees to comply

fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-5.3, provided that N.J.A.C. 17:27-3.4(a) shall be applied subject to the terms of N.J.A.C. 17:27-3.4(d).

IN WITNESS WHEREOF, the TOWNSHIP OF WILLINGBORO has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF WILLINGBORO

ATTEST:

Clerk

By:

McMANIMON & SCOTLAND, L.L.C.

By:

Authorized Member

RESOLUTION AUTHORIZING AGREEMENT FOR CERTAIN LEGAL SERVICES ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO

WHEREAS, there exists a need for specialized legal services in connection with the authorization and the issuance of bonds or notes of the Township of Willingboro (the "Township") in the County of Burlington, State of New Jersey, including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community; and

WHEREAS, such special legal services can be provided only by a recognized Bond Counsel firm, and the law firm of McManimon & Scotland, L.L.C., Newark, New Jersey is so recognized by the financial community; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised; now, therefore,

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, AS FOLLOWS:

1. The law firm of McManimon & Scotland, L.L.C., Newark, New Jersey is hereby retained to provide the specialized legal services necessary in connection with the authorization and the issuance of bonds or notes by the Township in accordance with an Agreement dated as of JAN. 2, 2001 and submitted to the Township (the "Contract").

2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.

3. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Township.

4. A notice in accordance with the Local Public Contracts Law of New Jersey in the form attached hereto shall be published in Burlington County Times

CERTIFICATION

The foregoing is a true and complete copy of a resolution adopted by the governing body of the Township of Willingboro at a meeting thereof duly called and held on JAN. 2, 2001.

Township Clerk

94366-099 196750.1

NOTICE OF CONTRACT AWARDED

The Township of Willingboro (the "Township") has awarded a Contract without competitive bidding for professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Township retained the law firm of McManimon & Scotland, L.L.C., Newark, New Jersey to provide specialized legal services necessary to the authorization, the issuance and the sale of bonds or notes of the Township. The amount charged for these services will be determined in accordance with the Agreement dated as of JAN 2, 2001 on file with the Township Clerk. This Contract will be in effect until such time as either party gives written notice to the other of termination.

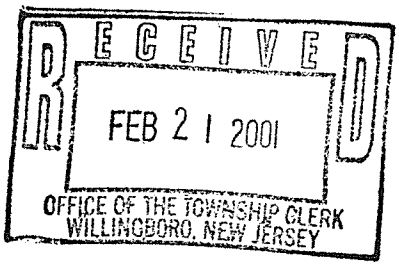
This Contract and the Resolution authorizing it are available for public inspection in the offices of the Township Clerk.

McMANIMON & SCOTLAND, L.L.C.
ATTORNEYS AT LAW

TELEPHONE
973) 622-1800

ONE RIVERFRONT PLAZA, FOURTH FLOOR
NEWARK, NEW JERSEY 07102-5408

FAX (973) 622-7333
FAX (973) 622-3744



Direct Dial Number: (973) 622-5056

February 14, 2001

Rhoda Lichtenstadter,
Township Clerk
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

Dear Rhoda:

In accordance with your request, we have enclosed an original and one copy of our fee agreement to provide Bond Counsel services to the Township. Please return one executed copy to me for my files.

Please convey my thanks to the governing body for its continuing confidence in our firm. I look forward to working with you.

Sincerely yours,

Ronald J. Ianoale

RJI/sg
encl.

94366-099 196755.1

McMANIMON & SCOTLAND, L.L.C.
ATTORNEYS AT LAW

TELEPHONE
(973) 622-1800

ONE RIVERFRONT PLAZA, FOURTH FLOOR
NEWARK, NEW JERSEY 07102-5408

FAX (973) 622-7333
FAX (973) 622-3744

Direct Dial No. (973) 622-5028

January 12, 2001

Rhoda Lichtenstadter, RMC,
Township Clerk
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Rhoda:

Thank you for your letter indicating that our firm had been reappointed to serve as bond counsel to the Township for 2001. I appreciate the continuing confidence in our firm and look forward to serving you and the other officials of the Township during the year of 2001. Please express our appreciation to the governing body for their continued confidence.

Very truly yours,

Edward J. McManimon, III

EJM/em

94366-001 179768.1

ENGAGEMENT CONTRACT

for

MUNICIPAL AUDITING SERVICES

THIS AGREEMENT between the ***TOWNSHIP OF WILLINGBORO***, a municipal corporation of the State of New Jersey, with its principal offices located at 1 Salem Road, County of Burlington, State of New Jersey, hereinafter referred to as "Municipality," and Stephen E. Ryan, Registered Municipal Accountant, of the firm ***BOWMAN & COMPANY LLP***, with its principal office located at 601 White Horse Road, Voorhees, New Jersey, hereinafter referred to as "Accountant."

IT IS MUTUALLY AGREED between the parties to this contract that:

SECTION 1. SCOPE. The Accountant shall perform the duties of Auditor on behalf of the Municipality as required by State Law or Municipal Ordinance. Under the terms of this contract the Accountant shall:

A. Act as the Municipal Auditor and employ at the Accountant's expense such personnel as are deemed necessary to carry on the duties prescribed for the Municipal Auditor.

B. The Accountant shall audit the Municipality's financial statements of the various funds for the year ended December 31, 2000 and all other related statements and supplementary schedules prepared in conformity with the Requirements of Audit as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey for the year then ending, for the purpose of expressing an opinion on them.

C. The Accountant shall conduct the audit in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and in compliance with audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

D. The Accountant will present for purposes of additional analysis the Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance, and all related disclosures, if required under the Single Audit Law. Although they are not necessary for a fair presentation of the basic financial statements for the year ended December 31, 2000, these schedules are required by the Department of Community Affairs, State of New Jersey Circular 98-07-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, Government Auditing Standards and Federal Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. This information, if necessary, will be subjected to the tests and other auditing procedures applied in the examination of the financial statements mentioned above.

E. The Accountant's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts of the various funds, and may include tests of the physical existence of inventories, if any, and direct confirmation of taxes and other receivables and certain other assets and liabilities by correspondence with selected taxpayers and customers, creditors, the solicitor and banks. At the conclusion of the audit, the Accountant will request certain written representations from the Municipality about the financial statements and matters related thereto.

ENGAGEMENT CONTRACT (CONT'D)

SECTION 1. SCOPE (CONT'D).

F. The Accountant's audit of the Municipality's financial statements shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore the audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, the Accountant will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. However, because of the concept of reasonable assurance and because the Accountant will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, or other illegal acts may exist and not be detected by the Accountant. The Accountant will advise the Municipality, however, of any matters of that nature that come to the Accountants attention. The Accountant will also inform the Municipality of any other illegal acts that come to the Accountants attention, unless clearly inconsequential. The Accountants responsibility is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which the Accountant is not engaged as auditors.

G. The Accountant understands that the Municipality will provide the Accountant with the basic information required to conduct the audit and that the Municipality is responsible for the accuracy and completeness of that information. The Accountant will advise the Municipality about appropriate accounting principles and their application and will assist in the preparation of the Municipality's financial statements, but the responsibility for the financial statements remains with the Municipality. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

H. In addition to the auditing services previously described, the Accountant shall also prepare the 2000 Annual Financial Statement, 2000 Annual Debt Statement and assist in preparing the 2001 Budget. In this vein, the Accountant shall testify when required on the financial condition of the Municipality when in the opinion of the Municipality such testimony is required.

I. The Accountant shall also perform such additional duties and render such additional services as may be agreed upon by the Accountant and Municipality.

J. The Accountant shall when required, with regard to all temporary and permanent financing of the Municipality, prepare maturity schedules, tax rate projections, prepare the Preliminary and Final Official Statements, control the printing of same, assist in obtaining bond ratings, cooperate with insurance agencies and shall perform all other duties that shall be required in connection with the temporary or permanent financing. The Accountant shall also prepare Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B). This does not include the reporting of significant events as specified under rule 15c2-12(b)(5)(i)(C) since occurrence of events requiring reporting would not necessarily be known to the Accountant.

SECTION 2. COMPENSATION. The Municipality agrees to pay to the Accountant, upon presentation of appropriate Municipal vouchers, all charges for services rendered. The Accountant may, at his discretion, present vouchers, from time to time, as the work progresses. All charges, except those for services as described in Section 1-J, shall be at the "Current Standard Hourly Rates" as stated in Section 10, at the time the service is rendered. Charges for services as described in Sections 1-B through 1-H shall be within the limits of the amount so appropriated in the Municipal Budget and Federal Awards and State Financial Assistance, subject to the condition of the financial records. In the event that additional work is required, a specific authorization of the work shall be obtained prior to the commencement of work. Fees for these services shall be charged at the "Current Standard Hourly Rates" unless otherwise negotiated prior to the commencement of work. All charges for services as described in Section 1-J shall be at the "Current Standard Hourly Rates" as stated in Section 10, for specialized financial and bonding services at the time the service is rendered.

ENGAGEMENT CONTRACT (CONT'D)

SECTION 3. AUTHORIZATION OF WORK. The Governing Body of the Municipality shall have the power to authorize work under the provisions of this contract to the extent that there are adequate funds appropriated to compensate for such work performed in accordance with this contract.

SECTION 4. SPECIAL CONSULTANTS. Whenever the Accountant deems the interest of the Municipality so requires, the Accountant may, with the approval of the Governing Body of the Municipality, appoint Special Consultants to assist the Accountant in carrying on the prescribed duties of the Municipal Accountant.

SECTION 5. RECORDS AND PAPERS. All papers, documents, memorandum, plans, specifications and reports, and all material relating to the position of Accountant or copies thereof are the property of the Accountant and shall, upon termination or expiration of this contract, be made available to the Accountant's successor, at 601 White Horse Road, Voorhees, New Jersey, with the Accountant's consent to use all such materials in the best interest of the Municipality. Representatives of the cognizant agency (or its designee), other government audit staffs and the General Accounting Office shall have access to the audit working papers upon request. Working papers and reports shall be retained for at least three years after the date of the report or longer if requested by the cognizant agency. The Accountant is a member of the Private Companies Practice Section of the American Institute of Certified Public Accountants (AICPA) Division for CPA firms. As a member, the Accountant must submit to a peer review of its accounting and auditing practice by an independent third party every three years. One important component of this review process is a detailed inspection of the work performed by the Accountant during the conduct of selected audits. As such, the audit engagement of the Municipality may be selected by the peer reviewer as part of this process. However, the conduct of a peer review complies with the confidentiality requirements set forth in the AICPA Code of Professional Conduct.

SECTION 6. INSURANCE/INDEPENDENT CONTRACTOR. The Accountant shall maintain during the term of this contract insurance coverage or a plan of self insurance to save the Municipality harmless from legal actions resulting from unlawful or negligent acts or acts of omission committed by the Accountant or his employees while performing authorized work for the Municipality.

SECTION 7. TERM OF CONTRACT. The term of this contract shall be for the period January 1, 2000 through the period of time required for performance of the specific functions set forth in Section 1 of this contract in accordance with the rules and regulations of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey.

SECTION 8. AFFIRMATIVE ACTION. During the performance of this contract, the contractor agrees as follows:

A. The Accountant 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, sex, disability or sexual orientation. The Accountant 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, sex, disability or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Accountant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

SECTION 8. AFFIRMATIVE ACTION (CONT'D).

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

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

D. The Accountant 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.

E. The Accountant or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 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 section 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.

F. The Accountant or subcontractor, where applicable, 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, sex, disability or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Accountant or subcontractor, where applicable, 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.

H. The Accountant or subcontractor, where applicable, 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, sex, disability or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

ENGAGEMENT CONTRACT (CONT'D)

SECTION 9. *GOVERNMENT AUDITING STANDARDS* REQUIREMENTS. The 1994 revision to *Government Auditing Standards* (the yellow book) includes additional reporting standards for financial statement audits.

A. In accordance with Section 3.36, a copy of the Accountant's most recent external quality control review report must be provided to the Municipality. A copy of this report is contained in Appendix 1.

B. In accordance with Section 5.5 et. al., the Accountant must communicate certain information related to the conduct and reporting of the audit to the audit committee or to the individuals with whom they have contracted for the audit on behalf of the Municipality. This communication is included in Appendix 2.

SECTION 10. CURRENT STANDARD HOURLY RATES.

Partner	$150.00
Manager	115.00/121.00/130.00
Supervisor	86.00/89.00/95.00
Senior Accountant	67.00/72.00/78.00
Staff Accountant	60.00/63.00/65.00
General Administration/ Report Processing	42.00

Specialized Financial and Bonding Services. The charges for Specialized Financial and Bonding Services for professional staff shall be charged at one and one-half (1 1/2) times the "Current Standard Hourly Rates" as stated in Section 10, at the time service is rendered.

The above rates are subject to reasonable increases from time to time.

The Municipality represents that all bills rendered in keeping with this agreement shall be paid within forty-five (45) calendar days from the date rendered

SECTION 11. MEDIATION. In the unlikely event that a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

ENGAGEMENT CONTRACT (CONT'D)

IN WITNESS WHEREOF, the parties agree that the foregoing correctly sets forth the understanding of the Township of Willingboro and Bowman & Company LLP.

Township of Willingboro

By: _____ Attest: _____

Date: 1/11/2001

Bowman & Company LLP:

By: _____ Attest: Bonnie O'Shaughnessy

Date: 1/10/01

APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT

AMPER, POLITZINER & MATTIA P.A.
CERTIFIED PUBLIC ACCOUNTANTS
and CONSULTANTS

PRINCETON, NEW JERSEY
(609) 924-1010

FLEMINGTON, NEW JERSEY
(908) 782-3021

WALL TOWNSHIP, NEW JERSEY
(732) 223-8894

2015 LINCOLN HIGHWAY
P.O. BOX 988
EDISON, NEW JERSEY 08818-0988

(732) 287-1000
FAX: (732) 287-3200

E-MAIL:APM@AMPER.COM
HTTP://WWW.AMPER.COM

July 22, 1999

To the Partners
Bowman & Company LLP

We have reviewed the system of quality control for the accounting and auditing practice of Bowman & Company LLP (the firm) in effect for the year ended May 31, 1999. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The design of the system and compliance with it are the responsibility of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with the system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Because our review was based on selective tests, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it.

Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Bowman & Company LLP in effect for the year ended May 31, 1999, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

Amper, Politziner & Mattia PA

AMPER, POLITZINER & MATTIA P.A.

APPENDIX 2 - COMMUNICATION WITH AUDIT COMMITTEE OR OTHER RESPONSIBLE INDIVIDUALS

INTERNAL CONTROL STRUCTURE

Responsibility under Generally Accepted Auditing Standards (GAAS) - We will obtain an understanding of the internal control structure sufficient to plan the audit and to determine the nature, timing and extent of tests to be performed. In obtaining an understanding of the internal control structure, we perform procedures to understand the design of policies and procedures relevant to planning the audit and whether those policies and procedures have been put in operation.

After this understanding is obtained, we assess control risk--the risk a material misstatement could occur in an assertion that will not be prevented or detected on a timely basis by the internal control structure--for the financial statement assertions. The knowledge our understanding provides of the internal control structure and the assessed level of control risk enables us to determine the nature, timing and extent of substantive tests for financial statement assertions.

The procedures we perform under GAAS do not provide sufficient evidence to enable us to express an opinion or any other assurance relative to the internal control structure's design or effectiveness. The purpose of our consideration of the internal control structure is to plan the audit and to determine the nature, timing and extent of the substantive tests necessary to enable us to form an opinion as to the fairness of the financial statements.

Responsibility under *Government Auditing Standards* - *Government Auditing Standards* do not require us to perform any procedures with respect to the internal control structure beyond those required by GAAS. However, we are required to issue a written report (either as a part of our report on the financial statements or separately) on our consideration of the internal control structure. Our report must disclose reportable conditions and material weaknesses, if any, we identify as a result of the procedures we performed. The report does not provide any assurance on the internal control structure's design or effectiveness.

Responsibility under the Single Audit Act, Circular A-133 and Circular 98-07 - In addition to the procedures performed to meet GAAS and *Government Auditing Standards* requirements, the Single Audit Act, Circular A-133 and New Jersey Circular 98-07-OMB require that we specifically consider the internal control structure over federal and state financial assistance programs and perform tests of those controls. The tests of controls must cover the controls used to administer at least 50% of the expenditures under all federal and state financial assistance programs and 25% of the expenditures for a low risk auditee. We are required to issue a report (in addition to the report required by *Government Auditing Standards*) on our consideration of the internal control structure over federal and state financial assistance programs, including tests of those controls. Our report must disclose any reportable conditions and material weaknesses we identify as a result of the procedures we performed. This report does not provide any assurance on the design or the effectiveness of the internal control structure used to administer federal and state financial assistance programs.

COMPLIANCE WITH LAWS AND REGULATIONS

Responsibility under Generally Accepted Auditing Standards (GAAS) - We are required to design the audit to provide reasonable assurance of detecting irregularities material to the financial statements and illegal acts with a direct and material effect on financial statement amounts.

With respect to illegal acts that could have a material indirect effect on the financial statements, if information comes to our attention that provides evidence of the existence of possible indirect effect illegal acts, we must apply procedures directed to ascertaining whether an illegal act has occurred. The results of these procedures are considered by us in forming an opinion on the financial statements.

Responsibility under *Government Auditing Standards* - In addition to the responsibilities under GAAS, we are required to design the audit to provide reasonable assurance of detecting material misstatements resulting from noncompliance with provisions of contracts or grant agreements with a direct and material effect on the determination of financial statement amounts. *Government Auditing Standards* requires that if specific information comes to our attention providing evidence of possible noncompliance that could have a material indirect effect on the financial statements, we must apply audit procedures directed to ascertaining whether that noncompliance has occurred.

We are required to issue a written report, separately or as a part of the report on the financial statements, on the results of the procedures performed with respect to compliance with applicable laws and regulations.

Responsibility under the Single Audit Act, Circular A-133 and Circular 98-07 - In addition to the requirements of GAAS and *Government Auditing Standards,* the Single Audit Act, Circular A-133 and New Jersey Circular 98-07 require auditors to perform procedures sufficient to provide positive and negative assurance on the general requirements and to perform procedures to provide sufficient evidence to express an opinion on whether major federal and state financial assistance programs, if any, were administered in compliance with applicable laws and regulations.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-1999 to 15-FEB-2002

BOWMAN & COMPANY LLP
601 WHITE HORSE ROAD
VOORHEES NJ 08043

Donald Lutnickold
State Treasurer

Bowman & Company LLP

Certified Public Accountants & Consultants
601 White Horse Road
Voorhees, NJ 08043-2493
(856) 435-6200
Fax: (856) 435-0440
www.bowmanllp.com

Members of:
American Institute of CPAs
New Jersey Society of CPAs

January 10, 2001

Mrs. Rhoda Lichtenstadter, Township Clerk
Township of Willingboro
1 Salem Road
Willingboro, New Jersey 08046

Dear Mrs. Lichtenstadter:

I would like to take this opportunity to express my gratitude for the appointment as auditor for the Township of Willingboro. Please convey my sincere appreciation to the members of the governing body.

Enclosed are two copies of an Engagement Contract for Municipal Auditing Services covering the 2000 audit. Please have both copies signed by the appropriate official and return one copy to me at your earliest convenience. The original should be retained in your files.

We welcome this opportunity to serve the Township.

Very truly yours,

BOWMAN & COMPANY LLP

Stephen E. Ryan

SER:bo
Enclosure

PROFESSIONAL SERVICES AGREEMENT
between the Township of Willingboro
and Carl A Turner, P.E..

WHEREAS, the Township of Willingboro requires the services of a Licensed Professional Engineer; and

WHEREAS, Carl A Turner is a licensed Professional Engineer authorized to practice in the State of New Jersey and is hereafter identified as the Engineer.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Carl A. Turner, P.E.., a licensed Professional Engineer of the State of New Jersey as follows:

I. APPOINTMENT. Carl A. Turner, P.E., is hereby appointed and retained as Engineer for the Township of Willingboro.

II. TERM. This appointment shall be for a term expiring December 31, 2002.

III. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro , as set forth in the Revised General Ordinances of the Township of Willingboro.

IV. COMPENSATION.

1. During the term of this Agreement, the engineer shall be compensated in accordance with the fee schedule attached hereto.

V EQUAL OPPORTUNITY.

1. In consideration of the execution of this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Engineer shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

2. The attention of the Engineer is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Engineer shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

VI. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

The contractor or subcontractor agrees to advise any of its testing procedures, if necessary, to assure that all personnel test 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.

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

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

VII. NEW JERSEY LAW. This Agreement shall be governed by and in accordance with the laws of the State of New Jersey.

VIII. MODIFICATION. No modification of this Agreement shall be valid or binding unless the nodification shall be in writing and executed by the Township of Willingboro and the Engineer.

IX. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition byeither party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

X CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

X1 ENTIRE AGREEMENT This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in any writing executed by the parties hereto.

X11 AMENDMENTS The parties hereto may, by mutual agreement, change the scope of service or the amount of compensation set forth in this Agreement.

TOWNSHIP OF WILLINGBORO

MAYOR

CARL A TURNER
TOWNSHIP ENGINEER

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

1/16/01
DATE

PROFESSIONAL SERVICES AGREEMENT
between the Township of Willingboro
and CINDI S. COLLINS

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Public Defender

WHEREAS, CINDI S. COLLINS, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Cindi S. Collins, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Cindi S. Collins, is hereby appointed and retained as Public Defender
2. TERM. The term of this appointment shall commence January 1, 2001 and continue until December 31, 2001 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Public Defender as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Asst. Solicitor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITHA PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischrged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 1st day of January 2001, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

EDDIE CAMPBELL, JR.
MAYOR

ESQUIRE

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT
between the Township of Willingboro
and DENISE A. KUESTNER

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Substitute Prosecutor

WHEREAS, DENISE A. KUESTNER, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Denise A. Kuestner, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Denise Kuestner, is hereby appointed and retained as Substitute Prosecutor

2. TERM. The term of this appointment shall commence January 1, 2001 and continue until December 31, 2001 and until a successor is duly appointed and qualified.

3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Sub. Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro:

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.

5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Sub. Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. I n accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischrged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 1st day of January 2001, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

EDDIE CAMPBELL, JR.
MAYOR

Denise A. Kuestner
ESQUIRE

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

LAW OFFICES
CAPEHART & SCATCHARD, P.A.
FOUNDED 1876

BLAINE E. CAPEHART
WILLIAM E. REIFSTECK
THOMAS H. MORGAN ††◇
THOMAS J. MANNION, JR.
GLENN R. PAULSEN †
CHARLES A. RIZZI, JR.
STEPHEN T. FANNON
PETER S. BEJSIUK *
JOHN H. GEANEY †††
CARMEN SAGINARIO JR.†
ROBERT J. HAGERTY *
BRIAN P. KOWALSKI †#
MARY ELLEN E. SCHETTER *
ROBERT A. MUCCILLI ○
ANTHONY T. DROLLAS, JR.†
KIM C. BELIN
LINDA A. GALELLA *
ARMANDO V. RICCIO *
ROBERT L. FRALEY □
TARA H. ZANE *
JENNIFER GORMAN #

WILLIAM B. SCATCHARD, JR.††○
ALAN R. SCHMOLL
RICHARD T. DECOU □
BRUCE L. HARRISON
ROBERT A. BAXTER ††
CHARLES L. WINNE ○
ROBERT A. HICKEN +
BETSY G. LIEBMAN *
JOSEPH F. BETLEY *
PATRICIA L. DEE *□
LORA NORTHEN †††*
ALAN P. FOX *
KELLY ANN DEVERY *
CLAIRE Y. RINGEL †††*
JEFFREY A. GRABOWSKI *^
THOMAS J. WALLS, JR.
STEPHANIE W. MORRISON *
CHRISTOPHER J. SARACINO *
LATONYA N. BLAND
PRUDENCE M. BYRNE *

† RESIDENT TRENTON OFFICE
†† CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS A CIVIL TRIAL ATTORNEY
††† CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS A WORKERS COMPENSATION LAW ATTORNEY

* ALSO PA. BAR
○ ALSO D.C. BAR
□ ALSO FLA. BAR
^ ALSO AZ. BAR
+ ALSO IND. BAR
◇ ALSO N.C. BAR
ALSO N.Y. BAR

MOUNT LAUREL OFFICE
C. S. 5016
LAUREL CORPORATE CENTER
SUITE 300
8000 MIDLANTIC DRIVE
MT. LAUREL, N. J. 08054
(856) 234-6800
(215) 627-7070
FAX (856) 235-2786

TRENTON OFFICE
142 WEST STATE STREET
TRENTON, N. J. 08608
(609) 394-2400
FAX (609) 394-3470

INTERNET ADDRESS
http://www.capehart.com

REPLY TO MOUNT LAUREL

February 22, 2001

RHODA LICHTENSTADTER RMC
TOWNSHIP CLERK
TOWNSHIP OF WILLINGBORO
MUNICIPAL COMPLEX
ONE SALEM RD
WILLINGBORO NJ 08046

Dear Rhoda:

Enclosed are the two contracts that I have signed.

Warm regards,

Kim

Enclosure

G:\E&E\Willingboro_General\Ltr01_Lichtenstadter.wpd

PROFESSIONAL SERVICES AGREEMENT
between the Township of Willingboro
and KIM C. BELIN

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Assistant Township Solicitor

WHEREAS, KIM C. BELIN, an attorney at law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and Kim C. Belin, an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Kim C. Belin, is hereby appointed and retained as Assistant Township Solicitor
2. TERM. The term of this appointment shall commence January 1, 2001 and continue until December 31, 2001 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Asst. Township Solicitor as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Asst. Solicitor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

6. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITHA PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975m c, 127, and of N.J.A.C. 17, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectual or sexual orientation. Such action all include, but not be limited to the following: employment, upgrading, demotion, or transfer; or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

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

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischrged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 1st day of January 2001, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

Eddie Campbell Jr.

EDDIE CAMPBELL, JR.
MAYOR

Kim C. Bell

ESQUIRE

ATTEST:

Rhoda Lichtenstadter

Rhoda Lichtenstadter, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT
between the Township of Willingboro
and WILLIAM J. KEARNS, JR.

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Township Solicitor; and

WHEREAS, WILLIAM J. KEARNS, JR., is an Attorney-at-Law admitted to practice in the State of New Jersey and is hereafter identified as the Attorney.

NOW, THEREFORE, IT IS AGREED by and between the Township of Willingboro and William J. Kearns, Jr., Esq. an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. William J. Kearns,Jr. is hereby appointed and retained as Township Solicitor for the Township of Willingboro.

2. TERM. The term of this appointment shall commence January 1, 2000, and shall continue until December 31, 2001 and until a successor is duly appointed and qualified.

3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Township Solicitor as set forth in the Revised General Ordinances of the Township of Willingboro:

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.

5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Solicitor shall not discriminate against any employee or applicant for employment because of reace, religion, color, sex, marital status, or national origin. The Solicitor shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. I n accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor of subcontractor, where applicable, will not discriminate agains any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employnment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

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

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

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

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

ALL SUCCESSFUL VENDORS MUST SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

1. LETTER OF FEDERAL APPROVAL
2. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
3. COMPLETE FORM AA302

AFFIRMATIVE ACTION EVIDENCE MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE NOTIFICATION OF INTENT TO AWARD THE CONTRACT OR RECEIPT OF THE CONTRACT, WHICHEVER IS SOONER.

7. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Solicitor.

9. NO WAIVER. No waiver of any term, provision or condition contained in this Agreementm, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

10. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose

11. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may be be amended, modified, released, or dischrged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 2nd day of January 2001, for the purposes and the term specified herein.

TOWNSHIP OF WILLINGBORO

EDDIE CAMPBELL, JR.
MAYOR

WILLIAM JOHN KEARNS, JR.
ESQUIRE

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

KEARNS, VASSALLO, GUEST & KEARNS

ATTORNEYS KVGK AT LAW

630 BEVERLY-RANCOCAS ROAD • WILLINGBORO, NJ 08046-3718

WILLIAM JOHN KEARNS, JR.
Voice Mail Extension 213
JOHN F. VASSALLO, JR.
Voice Mail Extension 216
BRIAN M. GUEST
Voice Mail Extension 217
ELLEN B. KEARNS
Voice Mail Extension 214

609-877-6550

FAX: 609-835-4646

Of Counsel:
WILLIAM D. HILL
Voice Mail Extension 210
GEORGE E. WILSON*
Voice Mail Extension 219
MARY P. McKEON STOSUY**
Voice Mail Extension 223

* Admitted in NJ, NY, PA
** Admitted in NJ, NY

January 11, 2001

Rhoda Lichtenstadter, RMC
Township Clerk
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Ms. Lichtenstadter:

Enclosed you will find two signed Professional Services Agreement between William John Kearns, Jr. And the Township of Willingboro.

If there is anything further you require, please let me know.

Very truly yours,

Barbara

BARBARA T. STEINER
Office Administrator

Encs.

RESOLUTION NO. 2001- 4

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE DESIGNATION OF AUTHORIZED DEPOSITORIES, OFFICIAL NEWSPAPERS, MEETING TIMES AND OTHER PROCEDURAL REQUIREMENTS.

BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of January, 2001, as follows:

1.; First Union Bank NA South Jersey, Summit Bank, Farmers & Mechanics, New Jersey State Cash Management Fund, N.J.ARM, Commerce Bank, are designated as depositories for any and all funds of the Township for the calendar year 2001. The custodian shall be the Township Treasurer. All disbursements shall be made by check signed by the Manager and the Treasurer or Mayor, after review and initial approval of the voucher by the Township Manager. The voucher will thereafter be presented to Township Council at its next meeting for ratification. The term "Manager" shall include the Acting Manager during that period of time when an Acting Manager is so designated by the Township Manager.

2. The Burlington County Times is designated as the primary advertising medium for all public notices pursuant to R.S. 35:1-2.1, and the Burlington County Times Philadelphia Inquirer, Trenton Times and Courier Post are designated as the newspapers to receive notice under the Open Public Meetings Act.

3. The first Tuesday of each month, at 7:00 p.m. prevailing time, at the Municipal Complex, One Salem Road, Willingboro, New Jersey, is designated as the formal meeting of Township Council for the receipt of public comments, subject to further changes as may be determined by Council, and this shall be the meeting place for all other governmental bodies of the Township, except the Municipal Utilities Authority.

4. The rate of interest to be charged for the non-payment of taxes or added asdsessments in the event that any payment or any installment is not made within the tenth (10) calendar date after the date the same shall become payable, shall be either percent (8%) per annum on the first one thousand five hundred dollars ($1,500) of the delinquency, and eighteen percent (18%) on any amount in excess of one thousand five hundred dollars ($1,500), which shall be computed and charged to the principal sum due.

Taxpayers with a delinquency in excess of $10,000 who fails to pay the delinquency prior to the end of the calendar year, shall be charged a penalty of 6% of the delinquency.

5. A petty cash fund in the amount of two-thousand dollars ($2,000) is established pursuant to R.S.40A:5-21 for the utilization by the Office of the Welfare Director of the Township, in order to permit the Director to draw checks for emergency assistance as provided by law, when the Treasurer's Office of the Township is closed.

Resolution No. 4, 2000 cont'd.

The custodian of such funds shall be Deborah Anderson , and the fund shall be closed out prior to December 31, 2001, in accordance with existing law.

6. A petty cash fund in the amount of five hundred dollars ($500) is established pursuant to R.S. 40A:5021 for utilization by the Township Recreation Department to make payments for small purchases. The custodian of such funds shall be Harry W. McFarland and the existing fund shall be closed out prior to December 31, 2000, in accordance with existing law.

7. A petty cash fund in the amount of one hundred dollars ($100) is established pursuant to R.S. 40A5-21 for utilization by the Township Treasurer's Office. The custodian of such funds shall be Joanne G. Diggs, provided that such funds shall be closed out prior to December 31, 2000, in accordance with existing law.

8. A petty cash fund in the amount of five hundred dollars ($500) is established pursuant to R.S. 40A:5-21 for utilization by the Police Department, to pay for information provided to the Department. The custodian of such funds shall be Director of Public Safety, Benjamin C. Braxton, provided such funds shall be closed out prior to December 31, 2000, in accordance with existing law.

9. The Township Manager is hereby authorized and directed to approve refunds of Recreation Department program fees; tax refunds on residential properties due to tax appeals; refunds for duplicate payments, overpayments and cancellations of building and insection permits in the calendar year within which the permit was obtained, subject to ratification by Township Council.

10. The Tax Collector of the Township is authorized to discontinue the collection of interest for taxes in sums less than fifty cents (50).

11. Pursuant to Revised Ordinances, Section 2-5.9, the following are hereby designated as Deputy Township Clerks, to perform the duties provided by law, at no added compensation:

EDITH BALDWIN and CARMELA SPYCH , and MARIE ANNESE is hereby designated as DEPUTY TOWNSHIP CLERK, to perform the duties as provided by law and to be compensated in accordance with the Township Salary Ordinance.

BE IT FURTHER RESOLVED, that copies of this Resolutiion be submitted to appropriate Township officials for their information, attention and compliance.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001- 5

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR APPOINTMENTS TO VARIOUS TOWNSHIP BOARDS.

WHEREAS, vacancies exist on various Township Boards and Comissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational session this 2nd day of January, 2001, that the following are appointed to the positions and for the terms designated:

CONSTABLES, 1 year term expiring 12/31/2001
JAMES GRAY

HERITAGE COMMISSION, 3 year term expiring 12/31/2003
Clyde Zarkos, Jerry Zarkos, Betty Gernant

HUMAN RELATIONS COMMISSION - 3 year term expiring 12/31/2003
Maxine Peterson, Teresa Owens
Phylis Malatesta – to fill an unexpired term until 12/31/2001

PLANNING BOARD - 4 year term expiring 12/31/2004
Roy Willitts
Alt #1 – Dorothy Collins – 12-31-2002

PUBLIC COMMUNICATIONS - 2 year term expiring 12/31/2002
Harry Kendall, Barbara Jenkins

TOWNSHIP PHOTOGRAPHER – George Bussey

RECREATION STUDY COMMITTEE – 1 year term ending 12/31/2001
Kendall Brunson, Freddie George, Roy Paige, John Collins, Joseph Pridgen, John Grinnage, Lenore Scott, Roger Coston, Deborah Price.

ADVISORY COMMITTEE ON HEALTH & HUMAN SERVICES 1 yr.
MERCK-MEDCO – Rep., Dorothy Collins, Jana Lang, Virtua Healthcare, Brenda Carey, School Nurse or designee

. 5 -1 2001 Cont'd.

MUNICIPAL ALLIANCE - 1 and 2 year terms.
Theodore Goyins, Eleanor Johnson, Pat Maple, 2 yr. Expiring 12/31/02
Rev. Eured Snell, Dr. Ernest Troise, Barbara Jenkins, 1 yr. Exp. 12/31/01

ZONING BOARD OF ADJUSTMENT - 4 year term expiring 12/31/2004
Thomas Floyd, Erma Sobol,
Wilma Stephenson – unexpired term ending 12/31/02
Alt. #1 – Lorenzo Foster (2 year) – 12-31-2002
Alt. #2 - Ida Peace (1 year) 12-31-2001

SPECIAL EVENTS - One year term
James Gray - 12-31-2001

WMUA – (5 year term)
Dr. Paul Stephenson 12-31-05
Alternate #2 Paul Krane – 12-31-05

SHELTER BOARD (Three Year Term) 12-31-03
Thelma Allen, James Campbell, Wilma Stephenson

COMMITTEE ON VETERAN'S AFFAIRS – No expiration
Lorenzo Foster, VFW, George Bussey, DAV, Ron Dash, Purple Hearts
Jim Thompson, 24th Infantry, Marine Corps League, Frank Cook,
George Hayman, American Legion, Joel Fabian, Jewish War Veterans
Glennie Rosemond, Sec.

ALTERNATE ENGINEER: Remington & Vernick

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the above appointees and to the Chairpersons of their respective Boards, for their information and attention.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC

MANAGER'S APPOINTMENTS FOR 2001

HUMAN RELATIONS COMMISSION - 3 year term expiring 12-31-03
Thelma Allen
Robert Thwaites

Police Department Rep. Sgt. William Payton

LOCAL ASSISTANCE BOARD - (four year term)
Rev. Joseph Yundt - 12-31-2004

Lord, Anderson, Worrell and Barnett as Township Engineers.
for a 3 year term pursuant to N.J.S.A. 40A:9-140

SHELTER BOARD
1-Manager to appoint a member of Police Dept -
2-Manager to appoint a member of the HRC as liaison to Shelter Board -

Veteran's Affairs
Coordinator/Liaison – to be appointed by Manager

MAYOR'S APPOINTMENTS -2001

BURLINGTON COUNTY COMMITTEE OF FIFTY (one year)

Mildred Gama 12/31/2001
Councilman Jeffrey E. Ramsey – 12-31-01
Councilwoman Lavonne B. Johnson – 12-31-01
Deputy Mayor Dr. Paul L. Stephenson – 12-31-01

ENVIRONMENTAL COMMISSION
Martha Hall - 12-31-2003
Stephanie Schrader - 12-31-2003
1 # Alternate - vacancy
2 #Alternate - vacancy

LIBRARY BOARD OF TRUSTEES (5 year term expiring 12/31/2005)
Martha Hall - 12-31-2005
Solicitor Kim C. Belin

YOUTH ACHIEVEMENT COMMITTEE - 1 year term expiring 12/31/01

Sandra Solomon, Ida Peace, Sherrie Morris, Demetrius Tilley, Kim Chiolan, Gigila Moore, Lizzie Morris, Thelma Allen, Gloria Matthews, Gloria Edwards.

RESOLUTION NO. 2001 - 6

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE DESIGNATION OF THE TOWNSHIP COUNCIL MEMBERS TO SERVE AS LIAISONS ON TOWNSHIP BOARDS.

WHEREAS, all members of Township Council are ex-officio members of all Township Boards, plus specific liaison members of Boards; and

WHEREAS, Township Council is empowered to appoint its members to various positions on official boards and offices in the Township;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational session this 2nd day of January, 2001, that the following Council members are appointed to the following positions for the year 2001:

Class III Member, Planning Board	PAUL L. STEPHENSON
Advisory Board, Shelter for Abused Women	JEFFREY RAMSEY
Environmental Commission Liaison	EDDIE CAMPBELL, JR.
Heritage Commission Liaison	PAUL STEPHENSON
Human Relations Commission Liaison	EDDIE CAMPBELL, JR.
Local Assistance Board Liaison	JAMES AYRER
Public Communications Committee	JAMES AYRER
Youth Achievement Committee	LAVONNE B. JOHNSON .
N.J. Motion Picture TV Council	PAUL STEPHENSON LAVONNE B. JOHNSON

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 - 7

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO ESTABLISHING MEETING DATES, TIMES AND PLACES OF THE TOWNSHIP COUNCIL MEETINGS.

WHEREAS, the Open Public Meetings Act requires Township Council to adopt a Resolution establishing dates, times and places for their meetings and to give notice thereof;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session, this 2nd day of January, 2001, that the Willingboro Township Council shall meet at the Municipal Complex, One Salem Road, Willingboro, New Jersey, on the dates and at the times set forth on the attached schedule; and

BE IT FURTHER RESOLVED, that the Township Clerk give notice pursuant to the Open Public Meetings Act.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TENTATIVE COUNCIL MEETINGS - 2001

(B) Budget

THE FIRST TUESDAY OF EACH MONTH (except where indicated) AT 7:00 P.M. PREVAILING TIME, AT THE MUNICIPAL COMPLEX, ONE SALEM ROAD, WILLINGBORO, NEW JERSEY, IS DESIGNATED AS THE FORMAL MEETING OF THE TOWNSHIP COUNCIL FOR THE RECEIPT OF PUBLIC COMMENT, SUBJECT TO FURTHER CHANGES AS MAY BE DETERMINED BY TOWNSHIP COUNCIL. THE FIRST HOUR OF EACH FORMAL SESSION SHALL BE A CONFERENCE SESSION. TOWNSHIP COUNCIL NORMALLY SCHEDULES THREE MEETINGS EACH MONTH. THE SUMMER SCHEDULE IS NORMALLY TWO MEETINGS DURING JULY AND TWO MEETINGS DURING AUGUST.

TENTATIVE DATES – 2001 BUDGET – (WEDNESDAY)

JANUARY 2nd (reorg), 9th, 17th (B)23rd, 24th (B) 31st (B)

FEBRUARY 6th, 7th (B), 13, 27

MARCH 6, 13, 27

APRIL 3, 10, 24, (17th School Bd. Elec)

MAY 1, 8, 22

JUNE 6, 12, 26

JULY 3, 24

AUGUST 7, 28

SEPTEMBER 4, 11, 25

OCTOBER 2, 9, 23

NOVEMBER 7th (election day) 7, 27

DECEMBER 4, 11,

2001 HOLIDAY SCHEDULE

1. Monday, January 1, 2001 - Observance of New Year's Day
2. Monday, January 15, 2001 - Martin Luther King Day
3. Monday, February 19. 2001 - President's Day
4. Friday, April 13, 2001 - Good Friday
5. Monday, May 28, 2001 - Memorial Day
6. Wednesday, July 4, 2001 - Fourth of July
7. Monday, September 3, 2001 - Labor Day
8. Monday, October 8, 2001 - Columbus Day
9. Monday, November 12, 2001 - Veteran's Day
10. Thursday, November 22, 2001 - Thanksgiving Day
11. Friday, November 23, 2001 - Day after Thanksgiving
12. Tuesday, December 25, 2001 - Christmas Day Observance

2000 OTHER DATES OF INTEREST

Zon. Bd. Reorg. Wed. Jan. 3rd & Planning Bd. Reorg. Monday Jan. 22nd

Saturday, April 7th - First Night of Passover

Sunday, April 15th - Easter Sunday

Tuesday, April 17th - School Board Election

Wednesday, April 25th - Rabies Clinic

Wednesday, May 16th - Rabies Clinic

Tuesday, June 5th - Primary Day

Friday, Sept. 17th - First night of Rosh Hashana, first day Sept. 18

Sunday nite Sept. 26 - Yom Kippur begins, Sept. 27th Yom Kippur Day

Tuesday, November 7th - Election Day.

RESOLUTION NO. 2001 - 8

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO ESTABLISHING PROCEDURES ON THE FILING, DEFENSE AND SETTLEMENT OF TAX APPEALS.

WHEREAS, statutory provision exists for review and correction of errors prior to certification of an assessment list; and

WHEREAS, provisions also allow for the discovery and correction of errors after establishment of the tax rate; and

WHEREAS, responsibility for maintenance of the assessment list rests with the local assessor subject to applicable laws and regulations; and

WHEREAS, there are other appeals that may be filed with the Burlington County Board of Taxation or the New Jersey Tax Court on behalf of the Township of Willingboro or in which the Township of Willingboro has an interest;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2ND day of January, 2001, that the Willingboro Township Assessor, in fulfillment of her duties and the requirements of her office, is authorized to file with the Burlington County Board of Taxation such appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Willingboro or such appeals as may be necessary to protect the interests of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that the Assessor and the Solicitor of the Township of Willingboro are hereby authorized to represent the interests of the Township of Willingboro in any appeal in which the Township of Willingboro has an interest and they are each authorized to execute stipulations or settlements on behalf of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution accompany any appeal filed by the Assessor with the Burlington County Board of Taxation; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to the Assessor and the solicitor of the Township of Willingboro and to the Burlington County Board of Taxation for their information and attention.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

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

January 10, 2001

John L. Aloi, County Tax Administrator
County Board of Taxation
Courts Facility
Mt. Holly, New Jersey 08060

Dear Sir:

Enclosed please find a copy of Res. No. 2001 – 8 adopted by Willingboro Township Council establishing procedures on the filing, defense and settlement Of tax appeals.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk

rl
Enc.

RESOLUTION NO. 2001 - 9

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO APPOINTING A COMMISSIONER AND ALTERNATE COMMISSIONER WITH REGARD TO THE MUNICIPAL JOINT INSURANCE FUND.

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

WHEREAS, N.J.S.A. 40:10-36 et seq. provides for the appointment and term of an Insurance Fund Commissioner:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2nd day of January, 2001, that Denise Rose is hereby appointed as Insurance Fund Commissioner representing the Township of Willingboro for a term expiring December 31, 2001.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 - 10

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF THE SCHEDULE OF PROFESSIONAL REVIEW FEES.

WHEREAS, Willingboro Township Council on May 20, 1974, did adopt Resolution No. 51, which established a schedule for professional fees in accordance with Section 20-5.5(d) of the Revised General Ordinances of the Township of Willingboro; and

WHEREAS, Willingboro Township Council on March 21, 1977, did adopt Resolution No. 33, which established a schedule for professional review for the Planning Board and Zoning Board of Adjustment; and

WHEREAS, a Resolution should be adopted establishing a fee schedule for professional review for 2001:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2nd day of January, 2001, that the following fee schedule is hereby established for professional fees:

Principal Engineer	$115/hr.
Associate Engineer	100hr
Professional Engineer	95hr
Project Engineer	86hr
Engineer/technician	70hr
Project Coordinator	50hr
Professional Land Surveyor	88hr
Land Surveyor	66hr
Party Chief	65hr
Transitman	50hr
Rodman	30hr
Party Chief & Robotic Instrument	115hr
Environmental Scientist	82hr
Environmental Technician	56hr
Sanitarian	55hr
Sanitarian Technician	27hr
Chief Drafter	75hr
CAD Drafter	70hr
Drafter	54hr
Planner	65hr
Cert. Landscape Architect	76hr
Landscape Architect	50hr
Recreational Designer	60hr
Technical Aide	20hr
Chief Inspector	75hr
Project Inspector	70hr
Inspector	52hr
Mileage	0.35/mile
Meetings	100.00

Res. No. 2001 – 10 cont'd.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Planning Board, Zoning Board of Adjustment and any other municipal authorities for their information, attention and compliance.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

LORD, ANDERSON, WORRELL & BARNETT, INC. 2001 SCHEDULE OF HOURLY FEES	
TITLE	**HOURLY FEE**
Principal	$115.00
Associate Principal	100.00
Professional Engineer	95.00
Project Engineer	86.00
Design Engineer	70.00
Project Coordinator	50.00
Professional Land Surveyor	88.00
Land Surveyor	66.00
Party Chief	65.00
Transitman	50.00
Rodman	30.00
Party Chief & Robotic Instrument	115.00
Environmental Scientist	82.00
Environmental Technician	56.00
Sanitarian	55.00
Sanitarian Technician	27.00
Chief Drafter	75.00
CAD Drafter	70.00
Drafter	54.00
Planner	65.00
Certified Landscape Architect	76.00
Landscape Architect	50.00
Recreational Designer	60.00
Technical Aide	20.00
Chief Inspector	75.00
Project Inspector	70.00
Inspector	52.00
Mileage (Per Mile)	.35
Meetings	100.00

Overtime rates will be 1.5 times hourly rate.

Certification 6779

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-1999 to 15-FEB-2006

LORD, ANDERSON, WORRELL & BARNETT, INC.
651 HIGH ST.
BURLINGTON NJ 08016

James A. DiBenedetto Jr.

State Treasurer

LORD ANDERSON WORRELL & BARNETT Inc.

651 High Street
Burlington, NJ 08016
(609) 387-2800
(Fax) 387-3009

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

December 29, 2000

Ms. Rhoda Lichtenstadter, Township Clerk
Willingboro Township
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

RE: 2001 Rate Schedule

Dear Ms. Lichtenstadter:

As requested, I am submitting a copy of Lord, Anderson, Worrell & Barnett's 2001 Municipal Fee Schedule.

If you have any questions, please feel free to contact me.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner

Carl A. Turner, PE
Willingboro Township Engineer

CAT: dac

Enclosure

2001-39-10\CAT\WBORO-RATES-D29.DOC (01)

RESOLUTION NO. 2001 - 11

A RESOLUTION REQUIRING THE ADOPTION OF
A CASH MANAGEMENT PLAN .

WHEREAS, N.J.S.A. 40A:5-14 requires that Municipalities adopt a Cash Management Plan;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2nd Day of January, 2001, that the Township Council has entered into a Cash Management Plan, as per the attached, to comply with the requirements of N.J.S.A. 40A:5-14;

BE IT FURTHER RESOLVED, that a copy of this resolution be provided to the Treasurer and Auditor for their information and attention.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CASH MANAGEMENT PLAN OF THE TOWNSHIP OF WILLINGBORO IN THE COUNTY OF BURLINGTON, NEW JERSEY

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 4OA:5-14 in order to set forth the basis for the deposits ("Deposits 11) and investment ("Permitted Investments") of certain public funds of the Township, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township:

Current Account, Capital Account, Trust Other Account, Tax Redemption Trust Account, Payroll Account, Agency Account and Public Assistance Account.

B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township, specifically:

N/A

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer of the Township is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which, are not otherwise invested in Permitted Investments as provided for in this Plan:

Banks and financial institutions - as stipulated in the reorganization resolution.

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official(s) of the Township referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

Dean, Witter, Reynolds, Inc.

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

(1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;

(2) Government money market mutual funds;

(3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;

(4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;

(5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;

(6) Local government investment pools;

(7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or

(8) Agreements for the repurchase of fully collateralized securities if:

(a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;

(b) the custody of collateral is transferred to a third party;

(c) the maturity of the agreement is not more than 30 days;

(d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and

(e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund An investment company or investment trust:

(a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940,11 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.

(b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and

(c) which has:

(i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or

(ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940,11 15 U.S.C. sec.80b-i et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of $500 million.

Local Government Investment Pool. An investment pool:

(a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;

(b) which is rated in the highest category by a nationally recognized statistical rating organization

(c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;

(d) which is in compliance with rules adopted pursuant too the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

(e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

(f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least $25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves

for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

B. Notwithstanding the above authorization, the monies on hand in the following funds and accounts shall be further limited as to maturities, specific investments or otherwise as follows: None.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the or by a third party custodian prior to or upon the release of the Is funds.

To assure that all parties with whom the Township deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s).

VIII. REPORTING REOUIREMENTS.

On the first Council meeting of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the Township a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

A. The name of any institution holding funds of the as a Deposit or a Permitted Investment.

B. The amount of securities or Deposits purchased or sold during the immediately preceding month.

C. The class or type of securities purchased or Deposits made.

D. The book value of such Deposits or Permitted Investments.

E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.

F. The fees incurred to undertake such Deposits or Permitted Investments.

G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.

H. All other information which may be deemed reasonable from time to time by the governing body of the Township.

IX. TERM OF PLAN.

This plan shall be in effect until amended by the governing body. Attached to this Plan is a resolution of the governing body of the Township approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to

supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

RESOLUTION NO. 2001 - 12
A RESOLUTION PERMITTING THE AUTHORIZATION OF PAYMENT IN ADVANCE FOR OFFICIAL TRAVEL.

WHEREAS, the provisions of N.J.S.A. 40A:5-16 permit the governing body of any local unit, by resolution, to provide for and authorize payment of advances to officers and employees of the local unit toward their expenses for authorized official travel; and

WHEREAS, any such resolution shall provide for the verification and adjustment of such expenses and advances and the repayment of any excess advanced, by means of a detailed bill of items or demand; and

WHEREAS, the Willingboro Township travel expense report, certified by the Department Head and approved by the Township Manager, shall be submitted within (10) days after the completion of the travel for which an advance was made;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2nd day of January, 2001, that this resolution covers all such expenditures from the 2000 budget; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to all Township Department Heads and the Township Finance Director for their information and compliance.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter RMC
Township Clerk

RESOLUTION NO. 2001 – 13

A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error.

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 reorganizational session this 2nd day of January, 2001, that refunds be made as per the attached schedule; and

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

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

JAMES STANLEY 68 ELDERBERRY LANE BLOCKM 837 LOT 36 68 ELDERBERRY LANE SENIOR CITIZEN DEDUCTION	$250.00
TAX REDEMPTION 1 SALEM ROAD WILLINGBORO, N.J. 08046 BLOCK 537 LOT 40 41 MERCATOR LANE PAID IN ERROR	2566.91
TAX REDEMPTION 1 SALEM ROAD WILLINGBORO, N.J. 08046 BLOCK 1009 LOT 11 33 NEPTUNE LANE PAID IN ERROR	2794.76
SPARACIO, GIACOMO & CARMELA 22 ORIOLE WAY MOORESTOWN, N.J. 08057 BLOCK 247 LOT 10 240 VANSCIVER PKY. OVERPAYMENT TAXES	305.02
LERETA CORP.-EMC MTG. CORP PO BOX 875 ATTN: PAT OAKS, PA 19456 BLOCK 727 LOT 80 36 GALLANT LANE 100% EXEMPT	1865.12

Res. No. 2001 – 12 cont'd

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in reorganizational session this 2nd day of January, 2001, that this resolution covers all such expenditures from the 2000 budget; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to all Township Department Heads and the Township Finance Director for their information and compliance.

RESOLUTION NO. 2001 – 13

A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error.

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 reorganizational session this 2nd day of January, 2001, that refunds be made as per the attached schedule; and

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

RESOLUTION NO. 2001- 14

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROXTON COLLABORATIVE FOR ARCHITECTURAL SERVICES, TOWN CENTER MASTER PLAN/DESIGN, LIBRARY SITE DEVELOPMENT.

WHEREAS, the Township Council of the Township of Willingboro has a need for the services of Croxton Collaborative for a total of $238,170:

A. Infrastructure/Landscape Design: not to exceed $94,000
B. Town Center Master Plan & Environmental Sustainability Guidelines: Not to exceed $50,000
C. Library Site Development: Not to exceed $94,170

WHEREAS, this professional services agreement must be approved by the Township Council; and

WHEREAS, funds are available as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of January, 2001, that the Mayor and Clerk are hereby authorized to enter in a professional services Agreement with Croxton Collaborative Association for the above projects.

On motion by Councilwoman Johnson
Second by Deputy Mayor Stephenson
To adopt Res. No. 2001-14
Disc: Councilman Ramsey: I thought we had in our discussion, Mr. Mayor, the designation of Remington & Vernick for alternate engineer as opposed to special projects engineer.
Clerk: I will change the wording to read alternate engineers.
Councilman Ayrer: What does that mean.
Councilman Ramsey: Alternate engineer, I think what it means is alternate for special projects , I don't know if we're both the same in terms of the semantics and the language but we can assign projects to Remington & Vernick as well as projects to Lord, Anderson, if required.

Roll Call Vote:	Councilman Ayrer	yes on all the appointments With the exception of the Appointment to the MUA And no on the alternate Engineer.
	Councilwoman Johnson	yes to all
	Councilman Ramsey	yes to all
	Deputy Mayor Stephenson	yes
	Mayor Campbell	abstain on the appt. on No. 5 MUA, yes on everything else

Resolutions adopted.

Vouchers for payment and ratification including those items purchased under state contract and identified as such.
On motion by Deputy Mayor Stephenson
Second by Councilwoman Johnson
To ratify vouchers

Roll Call Vote:	Councilman Ayrer	aye
	Councilwoman Johnson	aye
	Councilman Ramsey	aye
	Deputy Mayor Stephenson	aye
	Mayor Campbell	aye

Vouchers approved.

Mayor Campbell: We've come to that point in the service tonight for the comments from the public, when you rise to make your statement, would you please come to the mike and state your name and your address and then deliver those comments so it all can be heard. Any comments from the public.

PUBLIC COMMENT:

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and

Croxton Collaborative Architects
Infrastructure / Landscaping Design - Not to Exceed $94,000
Town Center Master Plan - Env. Sustainability " 50,000
Library Site Dev. 94,170
$238,170

The money necessary to fund said contract is in the amount of $ 238,170 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-215-55-909-923. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

Croxton Collaborative Architects, P.C.
Planning, Architecture & Interior Design

10 October 2000

Ms. Denise Rose, Township Manager
TOWNSHIP OF WILLINGBORO
1 Salem Road, Rm. # 1
Willingboro, NJ 08046

Re: Proposal for Library Site Development Package at the new Willingboro Town Center, NJ.

Dear Denise:

We are pleased to submit this proposal for Architectural, Engineering and Landscape Services to provide full site development for the Library Site.

I. Scope of Work:

Consistent with the overall Master Plan Layout and Environmental Sustainable Concepts as well as the Parking/Roadway Layouts, the team will provide full professional services for design, construction documents and construction administration for the Library Site. This includes all grading, drainage, curbing, sidewalks, plantings/landscape, site lighting and electrical, service yards and the landscaping of the Children's Play Area on the East side of the building. In addition, Langan Engineering, under this contract, will be providing for all regulatory reviews and submissions for related project approvals.

The contract limit line is determined by the boundaries of Lot 4.01 per the Subdivision Plan which establishes the site of the Library. This is the area generally bounded by the Town Commons on the North, Acme to the South, the "L"-shaped building and roadway on the East, and the Retail Site boundary to the West.

All work herein represents an expansion of work under the existing library/Retail contract between Croxton Collaborative and ReNEWal Realty dated 10 April 2000 and will be fully coordinated in all respects with the building systems and design of the Library/Retail building. The roles and relationships of the parties to this agreement are consistent with such contract and are bound by the terms and conditions of such contract.

Notes:

1. *Play area equipment/design is not included under this contract.*

475 Fifth Avenue, 22nd Floor, NY, NY 10017 Tel: 212.683.1998 Fax: 212.683.2799 E-mail: cca@croxtonarc.com

Ms. Denise Rose, Township Manager
Township of Willingboro
10 October 2000
Page 2...

II. Team:

Architect	**Croxton Collaborative Architects** Randolph Croxton - Principal in Charge John Seitz - Project Manager
Civil Engineer	**Langan Engineering** George Kelley - Principal in Charge
Landscape Architect	**Arnold Associates** Henry Arnold - Principal in Charge
Mechanical Engineer	**Lehr Associates** Dan Lehr - Project Manager

III. Compensation

Compensation for the work will be based on a stipulated fee basis as indicated in the attached Statement of Terms and Conditions of Services. The fee for Architecture, Engineering and Landscape services is Ninety Four Thousand One Hundred Seventy Dollars ($94,170.00).

TOTAL:	**$94,170.00**

IV. Schedule

We estimate Construction Documents to require 6-8 weeks from receipt of new ground survey as well as site boundaries as described in the Subdivision Plan.

It is anticipated that all work under this project will be completed within Eighteen (18) months from the signing of this proposal. Should the time to complete exceed (24) twenty-four months, the Architect reserves the right to renegotiate the contract.

We look forward to undertaking this challenging project, and extending the success of the Willingboro Town Center.

Best regards,

Randolph R. Croxton, FAIA
Director of Architecture and Planning

Agreed to by:

Mayor
TOWNSHIP OF WILLINGBORO

Attest:

Date: 1/9/2001

Agreed to by:

Randolph R. Croxton
CROXTON COLLABORATIVE ARCH., PC

Date: 10 October 2000

STANDARD STATEMENT OF TERMS AND CONDITIONS OF SERVICES
FOR PROFESSIONAL SERVICES RENDERED ON A LUMP SUM FEE BASIS

For projects of a definite scope and limited duration, Croxton Collaborative often renders services on the following fee basis.

A letter of Agreement, incorporating this document by reference, will be signed by Croxton Collaborative and the Client establishing Parties to Agreement, Fee, Date, Initial Payment, and additional pertinent information as required.

Additional Services may be requested during any phase of the project or following its completion. Hourly *and Daily* Rates as noted below will pertain to these additional services unless a fixed fee for each service is agreed upon in writing

Invoicing for services will be monthly by percentage complete.

Directors Hourly Rates are as follows:

Director of Architecture (Randolph R. Croxton, FAIA)	$200.00/hr.
Director of Interior Design (Kirsten Childs, ASID)	$200.00/hr.

All other compensation under this contract on an hourly basis will be undertaken as noted below and invoiced monthly. Daily rates reflect a reduction made for travel time. Following are rates by job description:

Project Manager	$150.00/hr.	$950.00/day
Project Architect	$125.00/hr.	$800.00/day
Senior Architect/Designer	$ 90.00/hr.	$650.00/day
Architect/Designer	$ 80.00/hr.	$500.00/day
Junior Architect/Designer	$ 65.00/hr.	$450.00/day

The fee for Consultants for the project and approved by the Client are billed at the direct billing to Croxton Collaborative.

Reimbursable Expenses are separate and in addition to the fees and are invoiced at no multiple of direct cost. They are documented separately from the fees and will by listed and substantiated from Croxton Collaborative and Consultant's Services. Reimbursable Expenses include but are not limited to:

- Expenses of reproductions, postage, and handling of Drawings, Specifications and other documents, including reproductions for the office use of the Architect and the Consultants.
- Long distance communications and fees paid for securing approval of authorities having jurisdiction over the Project.
- Expenses of messenger services.
- Expenses of photographic reproduction.
- Expenses of renderings, models and mock-ups approved by the Owner.

Invoices are due and payable within twenty (20) working days.] Beyond the twenty (20) working days period there can be no assurance of the scheduling priority of the project within the on-going work load of the firm except by written agreement. Projects with current payment status receive the first commitment of the firm's resources.

If there are delays in the progress of the work not caused by the Architect, such that total project completion is not achieved within twenty-four months from the date of this contract, Architect's fees will be re-negotiated.

Croxton Collaborative Architects, P.C.
Planning, Architecture & Interior Design

29 August 2000

Ms. Denise Rose, Township Manager
TOWNSHIP OF WILLINGBORO
1 Salem Road, Rm. # 1
Willingboro, NJ 08046

Re: Proposal for Infrastructure and Phase One, Willingboro Town Center, NJ.

Dear Denise:

We are pleased to submit this proposal for Urban Design, Architectural Design and Landscape Services for Infrastructure and Phase One of the Willingboro Town Center consistent with the attached Statement of Terms and Conditions. The roles and relationships of the parties to this agreement are consistent with AIA Standard Contract B151 (1987).

I. Scope of Work:

The first phase of the overall development of Willingboro Town Center is currently designated as the "infrastructure" portion because it will establish the key roadways and utility paths for the Center. However, it will also contain both the "front door" to the project (the entry/forecourt off Highway 130) and the "heart" of the project (the Town Commons and the Plaza).

This proposal is for a unified team approach to development of Phase One, which will integrate design services for the Commons, Town Plaza and Environmental/ Sustainable features of the Site Plan with the related Roadways and Infrastructure. Full documentation of the Landscape Plan is included herein. Croxton Collaborative and Arnold Associates will provide full design services from Schematic Design through Design Development for the Commons and Town Plaza as well as developing the final Planting Plan for Phase One.

Representing LORD, ANDERSON, WORREL and BARNETT, Mr. Carl Turner will be directing completion of the full Bid/Construction Documentation Package for Phase One in all areas.

(Note: this is being completed under a separate contract directly with the Town of Willingboro, however, this proposal includes coordination of the design of the Public spaces and landscape associated with LORD, ANDERSON work as well as coordinated Construction Administration services for the Public Spaces which include the Entry Forecourt/Commons and the Plaza.)

475 Fifth Avenue, 22nd Floor, NY, NY 10017 Tel: 212.683.1998 Fax: 212.683.2799 E-mail: cca@croxtonarc.com

Croxton Collaborative will provide a unified design review of the Infrastructure/Phase One project from initiation to completion of Construction Administration and will collaborate with Henry Arnold in the completion of the final Planting Plan and development of the "productive" features of the Sustainable/Environmental approach.

Special features such as the Solar Clock, the Town Plaza, the Commons and all site furnishings, etc. are included. (Please Note: Until the scope and complexity of water features are established, the need/scope of a specialty water feature/engineering consultant cannot be established...co-ordination of such future consultant is included herein., with a separate consultant proposal to be submitted at a future date.)

II. TEAM

Architect/Planner	**Croxton Collaborative Architects, P.C.** Randolph R. Croxton, FAIA - Principal-in-Charge
Site Civil Engineering	**Lord, Anderson, Worrel and Barnett** Carl Turner, PE - Principal-in-Charge (Note: Under direct contract with the Town of Willingboro)
Landscape/Urban Design	**Arnold Associates** Henry Arnold, ASLA - Principal-in-Charge

III. COMPENSATION

Excluding the work of Lord Anderson, the separate fee for Croxton/Arnold for administration, design development of all public spaces, "landscape" and opportunities plus final construction Planting Plan and design review / coordination including Construction Administration of landscape and Public Spaces through completion of construction is a lump sum fee of Ninety Four Thousand Dollars ($94,000.00).

IV. "SPECIAL FEATURE"

A critical final issue is the "FX Brown" Grant and the related design/landscape treatment of this area, which is highly dependent on soils and hydrology findings to accommodate a "high performance" bioremediation solution. For purposes of this proposal, we have included a basic but effective selection of a "wet meadow" transition without modification to the existing off site pond to accomplish a park/landscape feature.

V. MEETINGS

Croxton Collaborative and Arnold Associates will attend Field Meetings in Willingboro as reasonably required while additional meetings can be held in New York at CCA or in Newark at ReNEWal's office.

VI. SCHEDULE

Croxton/Arnold are available for immediate start-up, having just completed the first approved overall Master Plan concept.

If this proposal meets with your approval, please sign and return one copy to our office with an initial payment of Ninety Four Hundred Dollars ~~($9,400.00)~~. Not required RRC

We feel that the services proposed herein are a critical component of the success of Phase One, and we look forward to bringing critical unification of design and the related value to Willingboro Town Center.

Best regards,

Randolph R. Croxton, FAIA
Director of Architecture and Planning

Agreed to by:

Mayor
TOWNSHIP OF WILLINGBORO

Attest:

Date: 1/9/2001

Agreed to by:

Randolph R. Croxton

Date: 29 Aug 2000

Encl.

N:wil2000/proposal/phasecnc 9-12-00

STANDARD STATEMENT OF TERMS AND CONDITIONS OF SERVICES
FOR PROFESSIONAL SERVICES RENDERED ON A LUMP SUM FEE BASIS

For projects of a definite scope and limited duration, Croxton Collaborative often renders services on the following fee basis.

A letter of Agreement, incorporating this document by reference, will be signed by Croxton Collaborative and the Client establishing Parties to Agreement, Fee, Date, Initial Payment, and additional pertinent information as required. Invoicing will be on a monthly basis.

Additional Services may be requested during any phase of the project or following its completion. Hourly *and Daily* Rates as noted below will pertain to these additional services unless a fixed fee for each service is agreed upon in writing .

Invoicing for services will be monthly by percentage complete.

Directors Hourly Rates are as follows:

Director of Architecture (Randolph R. Croxton, FAIA)	$200.00/hr.
Director of Interior Design (Kirsten Childs, ASID)	$200.00/hr.

All other compensation under this contract on an hourly basis will be undertaken as noted below and invoiced monthly. Daily rates reflect a reduction made for travel time. Following are rates by job description:

Project Manager	$150.00/hr.	$950.00/day
Project Architect	$125.00/hr.	$800.00/day
Senior Architect/Designer	$ 90.00/hr.	$650.00/day
Architect/Designer	$ 80.00/hr.	$500.00/day
Junior Architect/Designer	$ 65.00/hr.	$450.00/day

The fee for Consultants for the project, approved by the Client are billed at the direct billing to Croxton Collaborative.

Reimbursable Expenses are separate and in addition to the fees and are invoiced at no multiple of direct cost. They are documented separately from the fees and will by listed and substantiated from Croxton Collaborative and Consultant's Services. Reimbursable Expenses include but are not limited to:

- °Fees paid for securing approval of authorities having jurisdiction over the Project.
- °Expenses of messenger services.
- °Expenses of photographic reproduction.
- °Expenses of reproductions, postage, and handling of drawings, long distance telephone services, faxes, specifications and other documents, including reproductions for the office use of the Architect and the Consultants.
- °Expenses of renderings, models and mock-ups approved by the Owner.

Invoices are due and payable within twenty (20) working days. Beyond the twenty (20) working days period there can be no assurance of the scheduling priority of the project within the on-going work load of the firm except by written agreement. Projects with current payment status receive the first commitment of the firm's resources.

If there are delays in the progress of the work not caused by the Architect, such that total project completion is not achieved within twenty-four months from the date of this contract, Architect's fees will be re-negotiated.

An initial payment will be made upon signature of the Letter of Agreement. Minimum payment of Ninety Four Hundred Dollars ($9,400.00) or approximately 10% of professional services proposal.

Croxton Collaborative Architects, P.C.
Planning, Architecture & Interior Design

27 April 2000

Via telefax: (609) 835.0782

Ms. Denise Rose, Township Manager
TOWNSHIP OF WILLINGBORO
1 Salem Road, Rm. # 1
Willingboro, NJ 08046

Re: Proposal for Master Plan/Environmental Sustainable Planning Services for Willingboro Town Center, NJ.

Dear Bob:

Following multiple discussions with both you and Steve, we are pleased to submit this proposal for integrated Mater Planning Services to be delivered in tandem with the Bannett Group. We will address traditional Master Planning concerns as shaped by sustainable dimensions for all areas, which, when implemented, will allow this project to stand as a leadership example of ecological planning in an urban setting.

A. Crediting and roles for Croxton and Bannett are as follows:

1. Recognizing Croxton's multi-year history of work on Willingboro's development to date, there will be a joint team "credit line" or title to be used on all project documents, and for all publicity, future articles, press releases, etc. (For construction purposes, however, Renewal will contact directly with each office.)

   The team credit will be:
   Croxton Collaborative/Bannett Group

2. Croxton Collaborative will take the lead on all issues related to sustainable/environmental matters. Since these issues affect all planning decisions from Master Planning to landscape, to visual sequence/scale, to optimum building placement and materials solution, energy and renewables, etc.Croxton will be working collaboratively with Bannett Group.

3. Bannett will take the lead on all final documentation, consultant coordination and field/construction presence. Croxton Collaborative will be available to assess on-going work proposed changes to protect sustainable goals as an authorized additional service. Where a stamp and/or seal as Architect of Record is required, Bannett will stamp and/or seal.

475 Fifth Avenue NY,NY 10017 Tel:212.683.1998 Fax:212.683.2799 cca@croxtonarc.com

B. Croxton's Scope and Deliverables:

1. Croxton will develop the fundamental Environmental/Sustainable strategies for the Master Plan. Incorporating relevant portions of environmental/sustainable strategies to date with the new Gibbs-Meridian-Bannett updates, this will be the "meat and potatoes" effort. Most of this work will be new, reflecting the significant changes to date and will include Issues of vehicular traffic movement, safe pedestrian access, site lighting, signage, cross shopping opportunities (to enhance retail success), the development of 'Zone 3' covered walkways, and site amenities, will all be covered.

   Storm water management, restoration of natural water flows, pervious vs. impervious surface materials, landscaping, the enhancement (restoration/increase) of bio-diversity, as well as the potential for use of renewable site energy (signs, lighting), and less toxic materials will be considered and coordinated.

   There will be a "summary" deliverable booklet which will describe the Environmental/Sustainable strategies and provide plans in color to give the public (or grant sources) a clear overview of environmental/sustainable strategies.

2. Croxton will collaborate with Barnnett to achieve a full integration of these concepts in the on-going Master Plan (Allowance for this proposal approx. 200 hrs.).

C. Croxton's Fee and Schedule

1. The Environmental/Sustainable strategies and booklet will be completed for a lump sum fee of Twenty Eight Thousand Dollars ($28,000.00)

2. The allowance for all collaboration efforts with Bannett is Ten Thousand Dollars ($10,000.00).

3. Includes agreement of Twelve Thousand Dollars ($12,000) for Arnold Associates.

4. Croxton Collaborative is available to start immediately.

You will note that we have further economized by folding all booklets/reporting into a single effort and we will bill hourly against the lump sum amounts. Our Standard Terms and Conditions of Services is attached.

We anticipate with pleasure the opportunity to work with you and the team on the Master Planning strategies for the Willingboro Town Center site. This is the piece of the equation that will bring most recognition to ReNEWal as a developer on the East Coast with a definitive ecological agenda. The rehabilitation of a brownfield of this magnitude in an urban setting is both environmentally restorative and people-centered. We look forward to participating in its realization.

Best regards,

Randolph R. Croxton, FAIA
Director of Architecture and Planning

Agreed to by:

Mayor
TOWNSHIP OF WILLINGBORO

Attest:
Date: 1/9/2001

Agreed to by:

Randolph R. Croxton
CROXTON COLLABORATIVE ARCH. PC

Date: 27 April 2000

Encl:

N: wil2000/proposal/prop 4-30-00.doc

STANDARD STATEMENT OF TERMS AND CONDITIONS OF SERVICES
FOR PROFESSIONAL SERVICES RENDERED ON A LUMP SUM FEE BASIS

For projects of a definite scope and limited duration, Croxton Collaborative often renders services on the following fee basis.

A letter of Agreement, incorporating this document by reference, will be signed by Croxton Collaborative and the Client establishing Parties to Agreement, Fee, Date, Initial Payment, and additional pertinent information as required.

This Agreement allows for the following composite fee arrangement:

1) A fixed fee for the Design Phases of the project as described in the Proposal accompanying this document.
2) An hourly rate for the Construction Documentation against an estimated total.

Additional Services may be requested during any phase of the project or following its completion. Hourly *and Daily* Rates as noted below will pertain to these additional services unless a fixed fee for each service is agreed upon in writing

Invoicing for services will be monthly by percentage complete/*time spent*, in accordance with the noted *rates*.

Directors Hourly Rates are as follows:

Director of Architecture (Randolph R. Croxton, FAIA)	$200.00/hr.
Director of Interior Design (Kirsten Childs, ASID)	$200.00/hr.

All other compensation under this contract on an hourly basis will be undertaken as noted below and invoiced monthly. Daily rates reflect a reduction made for travel time. Following are rates by job description:

Project Manager	$150.00/hr.	$950.00/day
Project Architect	$125.00/hr.	$800.00/day
Senior Architect/Designer	$ 90.00/hr.	$650.00/day
Architect/Designer	$ 80.00/hr.	$500.00/day
Junior Architect/Designer	$ 65.00/hr.	$450.00/day

The fee for Consultants for the project and approved by the Client are billed at a multiple of 1.15 times the direct billing to Croxton Collaborative.

Reimbursable Expenses are separate and in addition to the fees and are invoiced at a multiple of 1.1 times direct cost. They are documented separately from the fees and will by listed and substantiated from Croxton Collaborative and Consultant's Services. Reimbursable Expenses include but are not limited to:

Expenses of transportation in connection with the Project, including subway, bus, taxi, etc.; living expenses in connection with out-of-town travel, long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

Use of all automobiles will be invoiced at our daily discounted rated as

established by the local national car rental agency.

Expenses of reproductions, postage, and handling of Drawings, Specifications and other documents, including reproductions for the office use of the Architect and the Consultants.

Expenses of messenger services.

Expenses of plotting, data processing and photographic reproduction.

Expenses of renderings, models and mock-ups approved by the Owner.

Where the project is a written document or report, the Architect will make appropriate submissions on an on-going basis for review by the Client, in accordance with the terms of the Letter of Agreement accompanying this document.

Invoices are due and payable upon receipt. [Payment is due within ten (10) working days.] Beyond the twenty (20) working days period there can be no assurance of the scheduling priority of the project within the on-going work load of the firm except by written agreement. Projects with current payment status receive the first commitment of the firm's resources. If there are delays in the progress of the work not caused by the Architect, such that total project completion is not achieved within eighteen months from the date of this contract, Architect's fees will be re-negotiated.

An initial payment will be made upon signature of the Letter of Agreement. ~~Minimum initial payment is Seven Thousand Dollars ($7,000.00).~~ Not required RRC

RESOLUTION NO. 2001 – 15

A RESOLUTION AWARDING A BID FOR
A BRUSH TRUCK UNIT FOR THE FIRE
COMPANY.

WHEREAS, the Township Council of the Township of Willingboro has Requested that bids be submitted for a 2000 Ford Super Duty Brush Unit; and

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

WHEREAS, it appears to be in the best interest of the Township to accept The bid of EMERGENCY VEHICLES, INC., Lake Park, Florida in the amount of $116,869.00; and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of January, 2001, That the bid be accepted as per the attached bid return sheet and recommendation; and

BE IT FURTHER RESOLVED, that the bids be spread upn the minutes of this Meeting.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and Emergency Vehicle Inc. Lake Park Florida For Brush Truck Unit / Fire Company FIRE DEPARTMENT YEAR 2000

The money necessary to fund said contract is in the amount of $ 116,869.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-215-55-910-900. These funds are not being certified as being available for more than one pending contract.

Joanne W. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

township of Willingboro

December 12,2000

To: Denise Rose

From: Norm Cheeseman
Chairman Willingboro Board of Fire Commissioners

Subj: Awarding of Bid

Dear Mrs. Rose

On December 12,2000 bids were opened for the purchase of a new Brush Truck for the Twp. of Willingboro

There being only one bidder for the Price of $116,869.00 it is the recommendation of the Board of Fire Commissioners that the bid be awarded to Emergency Vehicles Inc., P.O. Box 12713, Lake Park Florida.

Also the bidder specifies that if a down payment of $100,000.00 is made at the time of the bid award, that a discount of 1,736.00 will be taken of the price of the truck. It is also the remmendation of the Board of Fire Commissioners that this be approved.

We hope that this matter can be taken up at the next council meeting.

Norm Cheeseman

Norm Cheeseman
Chairman Willingboro Board
of Fire Commissioners.

CC: To
Rohoda Lichtenstadier Twp. Clerk

RECEIVED
Dec 14, 200
OFFICIAL
WILLINGBORO

RECEIVED
OFFICIAL
WILLINGBORO

charleston & kennedy way willingboro, new jersey 08046 (609) 871-7476

2000 Ford F550 Super Duty 4 x 4 Chassis /141" Brush Unit - Opened by Rhoda Lichtenstadter, Township Clerk on Tuesday, December 12, 2000 at 10:30 a.m. in the Court Conference Room. Present were Billy Massey, Doug Ramsey and a representative from VCI Emergency Vehicles Inc.

BID RETURN SHEET

VCI Emergency Vehicles Inc.

Price: $116,869.00

Bid Requirements:

1.	Bid Guarantee/Bid Bond	X
2.	Certificate of Consent of Surety	X
3.	Disclosure Statement	X
4.	Non-Collusion Certification	X
5.	Affirmative Action	X
6.	Any other documents (Certificate of (Employee Information Report)	X

cc: Mayor, Council & Act'g. Twp. Mgr.

RESCUE TRUCK PROPOSAL

December 12, 2000

Township of Willingboro
One Salem Road
Willingboro, New Jersey 08046

We hereby propose to furnish to you, subject to your acceptance of this proposal and the proper execution of the attached contract, the following apparatus and equipment to be built in accordance with the attached specifications.

QUANTITY: ONE (1) 2000 FORD F550 4 X 4 "STOCK" CHASSIS/*EVI* 10-FOOT BRUSH UNIT for the sum of each;

♦ ***ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS***
(Tax: None Included)

TOTAL FOB WILLINGBORO, NEW JERSEY $116,869.00

The customer agrees to pay the full amount of the chassis portion of this proposal ($34,091.00) upon receipt of the chassis *(in-stock)* at the factory and upon receipt of the invoice, or an amount of $1,705.00 will be added to the cost of this proposal at time of final invoicing.

TERMS OF PAYMENT: Net upon delivery and acceptance.

Delivery is to be made, subject to all clauses of the attached contract, within approximately 120 working days from receipt of order and approved construction drawings at the manufacturing facility.

We reserve the right to withdraw this proposal if not accepted within 60 days from the above date.

Respectfully Submitted By:

Dave M. Taliercio, Vice President

Agreed and Accepted By:

Authorized Signature

Mayor
Printed Name/Title

1/9/2001
Date

RESOLUTION NO. 2001 – 16

A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND EVANS AND EVANS, INC.

WHEEAS, there exists a need to provide professional counseling services to employees along with departmental staff development and training services; and

WHEREAS, EVANS AND EVANS, Inc. will provide self-referred and Township referred counseling services for Township Employees as the Township's Employee Assistance Program,

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 9th day of January, 2001, will enter into the attached agreement with EVANS AND EVANS, INC. according to the terms and scope outlined in the attached agreement; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign the attached agreement.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT
between the
TOWNSHIP OF WILLINGBORO
and
EVANS AND EVANS INC.

This agreement is made the 1st day of January 2001 to be effective for the term January 1, 2001 through December 31, 2001 by and between the **Township of Willingboro,** hereinafter referred to as the "Township", and **Evans and Evans Inc.**, licensed Cllinical Social Workers and certified psychotherapists authorized to provide within the State of New Jersey, professional counseling services and departmental staff development and training services to the employees of the Township.

I. SCOPE OF SERVICES

1. Evans and Evans Inc., specifically Theodore E. Evans, President, will provide self-referred and Township-referred counseling and departmental staff development and training services for Township employees as the Township's Employee Assistance Program.

2. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township manager.

3. The specified hours of the availability of the employee for counseling may be adjusted, with the approval of the Township manager, to accomodate reasonable personal absences. Up to five (5) hours of personal leave may be allowed for counseling without charge to the employee's time.

4. Nothing in this agreement shall bar Evans and Evans Inc. from providing additional employee and/or departmental services on a private fee-paid basis, provided that those services extend beyond five (5) hours.

5. Confidential records shall be maintained on those employees involved in individual counseling. General information about departments can be shared by Evans and Evans Inc. with the Township manager.

6. When appropriate, Evans and Evans Inc. will refer to other agencies, therapists or organizations.

II. TERMS OF AGREEMENT

This agreement shall be for one (1) year commencing January 1, 2001, and terminating on December 31, 2001.
This agreement may be renewed upon mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

III. COMPENSATION

During the term of this agreement, the Township shall appropriate an increase from the sum of four thousand, eight hundred dollars ($4800) to six thousand ($6000) to cover the cost of Evans and Evans, Inc. services to Township departments and employees. This is a request of an increase of twelve hundred ($1200) for the fiscal year commencing January 1, 2001 and ending December 31, 2001.

Compensation to Evans and Evans Inc. shall be paid once a month in the sum of five hundred dollars ($500) to cover a period of twelve (12) months and totaling six thousand dollars ($6000) for the year 2001.

IV. SPECIAL PROVISIONS (NOT COVERED)

A. The township will not pay for the following: 1. office space 2. telephone services 3. electricity and any other services generally used to maintain an office.

B. No additional costs to the Township shall be incurred which will result in the costs exceeding the six thousand ($6000) appropriated.

V. OWNERSHIP OF RECORDS

It is the policy of the National Association of Social Workers (NASW) that all records remain confidential. There are two exceptions when this policy can be breached: (1) when the records are subpoenaed. (2) when the client signs a release form which authorizes that information can be shared with specific individuals, agencies and institutions.

VI. INSURANCE

Evans and Evans Inc. shall provide at its own cost and expense, proof of the following:

A. Workers Compensation
No employee(s) of Evans and Evans Inc. shall be considered employees of the Township for this agreement.

B. Errors and Omissions
Evans and Evans Inc. liability insurance will remain active with a limit of $1,000,000 to $3,000,000.

VII. INDEMNIFICATION AND HOLD HARMLESS

Evans and Evans Inc. shall indemnify and hold harmless the Township and its officers and employees from any and all claims or liability arising out of the activities of Evans and Evans Inc.

VIII. ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties hereto and may not be amended, modified, released or discharged in whole or in part, except by an instrument in writing signed by the parties hereto.

IX. NOTICES

Notices of this agreement shall be sent to:

Evans and Evans Inc.

Theodore E. Evans
President
68 East River Drive
Willingboro, N.J. 08046

Township of Willingboro

Denise Rose
Acting Township Manager
Township of Willingboro
One Salem Road
Willingboro, N.J. 08046

X. SIGNATURES

By these signatures, the parties agree to all the terms, conditions and provisions of this agreement.

Township of Willingboro

BY: _____
EDDIE CAMPBELL, JR.
MAYOR

_____
Theodore Evans LCSW
President, Evans & Evans Inc.

BY: _____
Rhoda Lichtenstadter, RMC
Township Clerk

EVANS & EVANS, INC.
68 East River Dr.
Willingboro, NJ 08046
RELATIONSHIP THERAPY

Theodore E. Evans, LCSW
Judith F. Evans, LCSW

(609) 871-2589

SUMMARY
WILLINGBORO TOWNSHIP AND EVANS & EVANS, INC.
EMPLOYEE ASSISTANCE PROGRAM
2000 – 2001

Evans and Evans Inc. became actively involved with Township departments and employees during the contract year commencing January 1, 2000 and ending December 31, 2000.

The purpose of all departmental meetings was to engage in the problem- solving process. Problems were identified and prioritized. Then solutions were listed and prioritized. The final phase of the process was to implement the solutions.

Seven staff development and training meetings were held with the Inspections department staff. They occurred approximately once a month for one and one-half hours.

Problems initially identified by the Inspections staff were:

- Under-staffed / resources
- Staff / department uniformity
- Teamwork
- Lack of direction
- Blaming
- Stress
- Delegation of authority
- Accountability
- Not enough time for paperwork
- Telephone system
- Township's accountability to department
- More observation of department by Township leaders
- Image perception
- How staff relates to each other

EAP Summary

A significant number of the problems identified by the Inspections department have been resolved. Several remain to be resolved. Follow-up meetings will be scheduled for this year.

Four meetings were conducted with the staff of the Tax Assessor's department. The problems presented were:

- Supervisory style with an employee
- Communication
- Alleged abuse of time in regard to an employee's illness

Further meetings were postponed.

The " Captain's Table " was a coordinated effort between Evans and Evans Inc., Captain Greg Rucker and the Assistant Principal of Memorial Junior High School, Rick Horowitz, to educate students in seventh and eighth grades about laws applicable to juveniles. A single Captain's Table meeting has been scheduled for 2001.

Meetings were held with the Records Room staff: two with the entire staff, seven with individual staff and three meetings with supervisory staff. One supervisor was and has been on extended sick leave and has not returned.

Again, supervisory style was a major problem. Lack of communication on the administrative level was another. The "unbalancing" of staff was a final problem.

Two staff development and training were conducted with the recreation staff supervised by Amy Dean and three meetings with the life guards supervised by Jill Cyrus. Rules were reviewed and situational problems were presented and discussed. Meetings were opened for questions and concerns.

Staff development and training meetings were held with the Township Clerk's office where problems had existed for some time between a supervisor and employee. The problem of abuse of time by the employee was resolved. A recent check with the staff involved confirmed that the problem has remained resolved.

Evans and Evans Inc., along with the five Township departments it was involved with during the year 2000, has had numerous individual sessions with employees. As of mid-December, 2000, Evans and Evans Inc. had conducted seventy-two formal sessions with township employees and an unrecorded number of informal sessions.

The Willingboro Township Employee Assistance Program provides a necessary and useful service to its employees. It has been positively accepted and the numbers confirm that it is a fiscally sound investment.

TOWNSHIP OF WILLINGBORO

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

January 10, 2001

Evans & Evans, Inc.
69 East River Drive
Willingboro, New Jersey 08046

Dear Ted & Judy:

Enclosed is a copy of Resolution No. 2001 – 16 adopted by Willingboro Township Council at their meeting of January 9, 2001, along with a fully executed copy of your contract for year 2001.

Best Regards and Happy New Year.

Sincerely,

Rhoda L. Ishtenstadter, RMC
Township Clerk
Rl
Enc.

RESOLUTION NO. 2001 – 17

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH REMINGTON AND VERNICK AS ALTERNATE ENGINEERS FOR THE CONTRACT YEAR 2001

WHEREAS, Willingboro Township Council has the need for alternate engineering services; and

WHEREAS, REMINTON & VERNICK ENGINEERS has been appointed as Alternate Engineers; and

WHEREAS, REMINGTON & VERNICK, has proposed to provide the needed services to the Township; and

WHEREAS, Local Public contract Law NJSA 40A:11-1 et seq requires that a resolution authorize the award of contract without competitive bids;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of January, 2001, that the Mayor and Clerk are hereby authorized to sign the attached agreement with REMINTON & VERNICK; and

BE IT FURTHER RESOLVED, that a copy of the contract and authorizing resolution be provided to REMINGTON & VERNICK and the Finance Director for their information and attention.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

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

January 10, 2001

Bradley A. Blubaugh
Director of Operations
Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, New Jersey 08033

Gentlemen:

Enclosed please find a copy of Resolution No. 2001 – 17, adopted by Willingboro Township Council at their meeting of January 9, 2001, along with a fully executed copy of your agreement for Alternate Engineering Services.

If you have any questions, please feel free to call me.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Rl
Enc.

REMINGTON & VERNICK ENGINEERS

232 Kings Highway East
Haddonfield, NJ 08033
Phone: 856.795.9595
Fax: 856.795.1882
www.rve.com

January 3, 2001

Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

Attention: Denise Rose
Township Manager

Re: Contract – 2001
Alternate Engineer

Dear Ms. Rose:

Enclosed please find two (2) copies of the contract for the Township of Willingboro executed by our company. We would appreciate if you could return one (1) fully executed copy of the contract at your earliest convenience. Also enclosed, please find a copy of our "Certificate of Employee Information Report" form.

If you have any questions, please feel free to call me. Thank you for this opportunity to serve the Township of Willingboro .

Sincerely,
Remington & Vernick Engineers, Inc.

Bradley A. Blubaugh
Director of Operations

Enclosure(s)
cc: Edward Vernick, P.E., C.M.E., President
Craig Remington, L.S., P.P., Vice President
K. Wendell Bibbs, P.E.

RECEIVED
JAN - 5 2001
OFFICE OF THE TWP MANAGER
WILLINGBORO, NEW JERSEY

100 Years of Excellence

Certification 4113

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-1998 to 15-OCT-2001

REMINGTON & VERNICK ENGINEERS
232 KING'S HIGHWAY E.
HADDONFIELD NJ 08033

James A. DiBenedetto Jr.

State Treasurer

CONTRACT

THIS AGREEMENT, made and executed, in the Township of Willingboro, in the County of Burlington, State of New Jersey, on this 9 day of JAN 2001 by and between REMINGTON & VERNICK ENGINEERS, a New Jersey corporation, hereinafter referred to as Alternate Engineer, and the Township of Willingboro, in the County of Burlington, a municipal corporation of the State of New Jersey, hereinafter referred to as Township, for a term of one year.

WITNESSETH that the Alternate Engineer and Township in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

1. Services and Compensation in General. Alternate Engineer shall hold available to Township all officers, employees and facilities of Alternate Engineer to perform with Alternate Engineer's best efforts, all engineering services normally provided by the Alternate Engineer as requested by Township or the majority vote by Township Council, and shall compensate Alternate Engineer for services requested by Township and performed by Alternate Engineer in accordance with the terms of this Agreement.

2. Costs and Expenses. Costs and expenses incurred by Alternate Engineer shall be borne by Alternate Engineer unless specifically reimbursable under another provision of this Agreement or specifically authorized in writing by the Township.

3. Scope of Services.

A. The Alternate Engineer shall at the request of the Township Officials:

(1) Prepare feasibility studies.

(2) Perform all necessary field work and prepare drawings and surveys.

(3) Prepare plans in sufficient detail to illustrate the work to be performed.

(4) Prepare specifications in a form as required for public bidding and in such detail as is required to describe the work to be performed by the contractor.

(5) Assist the Township or its representatives in the preparation of the necessary application and/or permit forms as required by the nature of the work for submission to the proper agencies of government having jurisdiction over the work. Alternate Engineer shall not be responsible for any failure to issue, delay, or conditions imposed by such governmental agency.

(6) Assist the Township in the receiving, analyzing and tabulation of bids received with recommendations by the Alternate Engineer to the Township or its authorized representative.

(7) Compile three (3) sets of contracts; obtain performance bond and contract signatures from

contractor; forward contracts to Township for approval and following approval by Township forward contracts to contractor along with proceed order.

(8) Furnish observation of work as to progress and general quality; however, Alternate Engineer is not responsible for supervising the Township's contractors or commenting on, overseeing, or providing the means and methods of their work, including job site safety, and Alternate Engineer is not responsible for the failure of the Township's contractors to properly perform their work.

(9) Review and approve or disapprove shop drawings prepared by contractor of manufacturer, but only for the limited purpose of checking for the design concept expressed in the drawings and specifications. Such review by Alternate Engineer is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities. The Alternate Engineer's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures.

(10) Report on contractor's request for change orders and proposals to Township, submit Alternate Engineer's recommendation as to whether or not Township should approve said change order, and prepare change orders as approved.

(11) Prepare and submit monthly certificates for interim payments according to contract items as work progresses and prepare and submit a final certificate upon completion, said certificate to state that to the best of Alternate Engineer's knowledge, based upon the observations made under this Agreement, the Contractor has performed in accordance with the plans, specifications and change orders.

(12) Furnish full time resident inspection of the work, if authorized by the Township consisting of (a) reporting on and making recommendations relating to the progress of the work and noting to Township any observed defects, deficiencies and unnecessary delays in the work of the contractor (without in any way guaranteeing such work) and (b) approving of materials and equipment furnished.

(13) Furnish copies of plans and specifications as follows:
-one set for Township during bidding;

-three sets to Township for preparing contracts;

-two sets to State and/or Federal Agencies; for approvals. All other copies as required by Township or contractors shall be furnished at cost of reproduction to those requesting additional copies.

(14) Attend Township meetings when contractor's proposals are to be accepted.

(15) Perform other engineering services for the benefit of the Township upon authorization, such as the following: laboratory work; subsurface investigations; core borings; hydrographic surveys; property surveys; easement surveys and descriptions; assisting the Township in connection with adjudication, litigation or negotiation; preparation of forms required by various agencies of government for permits or for grants or loans; preparation of "as-built" drawings upon completion of a project from data furnished by contractor; preparation of maps; review of site plans and subdivision plans; attending meetings as requested by Township making drawings from field measurements of existing construction when required for planning additions, or alterations

thereto; additional services due to significant changes in general scope of the project or its design, including but not limited to, changes to size, complexity or character of construction; revising previously approved studies, reports, design documents, and drawings or specifications during or after Design Phase; preparing documents for alternate bids requested by the Township for work which is not executed; preparing detailed renderings, exhibits, or scale models for the project; investigations involving study of operation, maintenance and overhead expenses, and the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals and evaluations; additional or extended services during construction made necessary by work damaged by fire or other cause during construction, prolongation of the construction contract time by more than 25%, acceleration of the work schedule involving services and normal working hours, and contract default due to Contractor delinquency or insolvency; assistance or instruction in the start-up and continued operation of equipment or devices and the preparation of manuals of operation and

maintenance.

B. These services are for the sole and exclusive benefit of the Township, and no third party beneficiary is intended. The provision of these services by the Alternate Engineer shall not relieve others of their responsibility to the Township or others.

4. The Township's Responsibilities.

The Township shall:

(a) Provide full information as to its requirements for the project.

(b) Assist the Alternate Engineer by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative or necessary to the design or the construction of the project.

(c) Guarantee access to and make all provisions for the Alternate Engineer to enter upon public and private lands as required for the Alternate Engineer to perform his work.

(d) Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Alternate Engineer and shall render in writing decisions pertaining thereto

within a reasonable time so as not to delay the work of the Alternate Engineer.

(e) Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.

(f) Provide such legal, accounting and insurance counseling services as may be required for the project.

(g) Designate in writing a person to act as representative with respect to the work to be performed. Such person shall have complete Township to transmit instruction, receive information, interpret and define policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.

(h) Give prompt written notice to the Alternate Engineer whenever the Township observes or otherwise becomes aware of any defect in the project.

(I) Obtain approval of all governmental authorities having jurisdiction over the project and such approvals and consents from such other individuals or bodies as may be necessary to complete the project. Township to pay all fees required by the

governmental agencies.

5. Compensation to the Alternate Engineer. Township will only make direct payment to consultants that it directly engages in a manner prescribed by the Local Public Contracts Law. Remington & Vernick shall be responsible for any and all consultants it retains in connection with Township work when said consultants are not directly authorized by the Township in the manner prescribed by the Local Public Contract Law.

A. Hourly Rates

All services rendered by Alternate Engineer will be compensated on the basis of the hourly rates for personnel performing the services as set forth in Schedule A, unless some other method of payment is required under this contract or agreed to as provided herein.

B. Lump Sum or Fixed Fee

When it is possible to define precisely the scope of the project and the engineering services to be performed, a lump sum fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In this case, the size and physical characteristics of the project, the estimated time required to complete the project and other relevant factors should be described as completely as possible.

C. Combination of Methods

A combination of methods for determining total compensation for professional engineering services may be employed for some projects. Services may be compensated by hourly rates for the project, until the precise scope is developed, then by lump sum for the remainder of the services.

6. Payment to the Alternate Engineer.

A. Vouchers shall be submitted to the Township by the first day of the month in which payment is desired.

B. The Alternate Engineer shall append to each voucher for payment a breakdown of services and charges in accordance with this Agreement.

C. Payments for services to be compensated on a lump sum basis shall, except as set forth in D below be made upon completion of the project unless otherwise agreed at the time the lump sum payment is determined and agreed upon.

D. Payments for services rendered under this contract on a lump sum basis involving the construction of improvements by an outside contractor will be made in accordance with the schedule shown below or as otherwise agreed by the parties. Progress payments may be made monthly in proportion to services performed and should amount to the

following percentage of the total fee at completion of each phase of the work.

(1) Design Phase- 60 percent of total fee

(2) Preparation of plans and/or specifications - 10 percent of total fee

(3) Supervision of Bidding - 10 percent of total fee

(4) Construction Supervision Phase - 20 percent of total fee. Total fee for Basic Services - 100 percent. The 20 percent of total fee under paragraph 6.D.(4) Construction Supervision Phase shall be billed and payable during the period of construction and in direct proportion to the construction progress.

7. Future Changes in Fee.

At any time either party may give the other party 90 days notice that renegotiations of any or all fees payable hereunder is necessary. Such notice shall be in writing and shall specify which fees must necessarily be renegotiated. All fees payable, under the terms of the Agreement shall be effective until the expiration of said 90 day period, and following agreement by both parties to the revised fee(s) only such fees that are so revised shall cease to be effective at the expiration of such 90 day. Following such renegotiation, fee changes agreed upon shall be set forth in writing, executed by both parties. In the event the parties are unable to agree on revised fee(s), the existing fees

shall remain in effect until the termination of the Agreement or until agreement is reached.

8. Maintenance of Township Maps.

Alternate Engineers shall maintain all Township maps and Township shall compensate Alternate Engineer for such services in accordance with Schedule A annexed hereto. Alternate Engineer shall coordinate with the Township Tax Assessor, the revisions to the Tax Map, which shall be made by October 1st of each year.

9. Field Crews.

When desired and requested by the Township field crews of Alternate Engineer shall be made available on 72 hours notice, excluding intervention of Saturdays, Sundays, Holidays, periods of inclement weather, and Acts of God.

10. Township Requests; Private Request.

The Township Administrator (or his authorized representative) is hereby designated as the person authorized to make requests for services hereunder on behalf of the Township and Alternate Engineer shall respond to these requests, but in no case shall respond to, or provide any services or work hereunder upon the request of any citizen, person, firm, or other entity, except as expressly authorized in writing by the Township Administrator or his representative or a majority of council.

11. Filing of materials with the Township.

Alternate Engineer shall deliver, by way of filing to the Township a true copy of all maps, charts, documents, work sheets and data for which the Alternate Engineer has been compensated by the Township. Additionally, Alternate Engineer shall file and carefully keep and maintain originals or true copies of all of the aforesaid in Alternate Engineer's office. All other copies of maps, charts, documents, work sheets and data shall be delivered upon payment by Township of the actual cost of reproduction. Such reproduction shall be accomplished by Alternate Engineer according to any process in any manner the Township desires.

12. Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, marital status or sex; The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the

Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

13. Termination.

Either party may terminate the effect of the Agreement on the anniversary date hereof. Failure to terminate this Agreement on the anniversary date shall constitute a renewal hereof on the terms and conditions set forth herein. Upon termination of services of Alternate Engineer to Township, Alternate Engineer shall surrender all maps, charts, documents, work sheets and records in connection with any work for which he has been compensated by the Township, or true and accurate copies of same, at cost of reproduction, together with all Township property and a status report on every pending project, to his successor as Township Alternate Engineer, or to such other person or Township Official or employee as the Township Official (or authorized representative) directs, without additional cost to the Township. All partially completed work and services of Alternate Engineer shall be compensated by Township in accordance with Schedule A annexed hereto.

NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF, Alternate Engineer and Township have caused this Agreement to be executed the day and year first above written.

ATTEST:

Bradley A. Blubaugh
Corporate Secretary

REMINGTON & VERNICK ENGINEERS

Edward Vernick
President

ATTEST:

Clerk

TOWNSHIP OF WILLINGBORO

Mayor

SCHEDULE A

REMINGTON & VERNICK ENGINEERS, INC.

2001 Schedule of Billable Hourly Rates

WATER/SEWER DEPARTMENT	
Water/Sewer Dept. Head	$115
Project Engineer	$110
Senior Design Engineer	$105
Design Engineer	$95
Engineering Aide	$60

TRANSPORTATION/BRIDGE DEPT.	
Trans/Bridge Dept. Head	$115
Project Engineer	$110
Senior Design Engineer	$105
Design Engineer	$95
Engineering Aide	$60

CONSTRUCTION MANAGEMENT & OBSERVATION DEPARTMENT	
Construction Management:	
Project Manager	$85
Construction Manager	$80
Project Scheduler	$80
Project Coordinator	$75
Field Manager	$75
Observation Personnel:	
Observer Supervisor Nicet IV	$90
Chief Observer	$95
Contract Administrator	$78
Observer Nicet Level II/III	$85
Observer Nicet Level I	$75
Observation Aide	$55

LANDSCAPE ARCHITECTURE & PLANNING DEPARTMENT	
Landscape Arch/Planner Dept. Head	$115
Project Engineer	$110
Senior Planner	$95
Planner	$80
Senior Landscape Architect	$75
Landscape Architect/Planner	$65

SURVEY DEPARTMENT	
Field Personnel:	
Surveyor	$75
Party Chief	$70
Transitperson	$65
Rod Person	$40
Office Personnel:	
Survey Department Head	$90
Survey Project Manager	$75
Survey Designer	$70

ENVIRONMENTAL DEPARTMENT	
Environmental Department Head	$115
Environmental Project Manager	$110
Sr. Project Environmental Engineer	$105
Geologist, Senior	$100
Geologist	$95
Project Environmental Engineer	$95
Sr. Environmental Engineer	$80
Environmental Engineer	$75
Environmental Aide	$60

DRAFTING DEPARTMENT	
Drafting/Cadd Department Head	$90
Senior Design Draftsperson	$80
Cartographer	$72
Design Draftsperson	$68
Drafting Aide	$55

ADMINISTRATIVE	
Principal	$125
Administrative Manager	$75
Administrative Assistant	$40.00

REIMBURSABLE EXPENDITURES	
Mileage @ .32 cents per mile	
Outside Services (subconsultant)	
Night meetings/per meeting	$150

10/2/00

LEGAL AD - FOR PUBLICATION Wed, JANUARY 17, 2001

NOTICE OF PROFESSIONAL SERVICES CONTRACT

Pursuant to N.J.S.A. 40A: 11-5, notice is hereby given that the Township Council of the Township of Willingboro adopted a Resolution on January 9, 2001 authorizing a contract for professional services with

REMINGTON & VERNICK ENGINEERS

A. The nature of the contract is:

ALTERNATE ENGINEER

B. The duration of the contracts is:

AS NEEDED- YEAR 2001

C. The services to be performed under the contracts are:

ENGINEERING SERVICES

D. The amount of the contract is:

AS PER AGREEMENT

E. The professional shall comply with P.L. 1975, Chapter 127 (NJAC 17:27)

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 – 18

A PROFESSIONAL SERVICES AGREEMENT WITH PMK FOR CONSULTING SERVICES; ELECTRICAL, NATURAL GAS, CABLE T.V. AND TELECOMMUNICATIONS SERVICES AT TOWN CENTER.

WHEREAS, the Township Council of the Township of Willingboro has a need for the services of PMK GROUP for work to be done at the Town Center; and

WHEREAS, PMK GROUP will provide professional consulting services, electrial, natural gas, cable TV, and telecommunications services, not to exceed $22,000.

WHEREAS, this professional services agreement must be approved by the Township Council; and

WHEREAS, funds are available as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of January, 2001, that the Mayor and Clerk are hereby authorized to enter into a professional services agreement with PMK GROUP for the above projects.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and PMK GROUP FOR THE WILLINGBORO TOWN CENTER.

The money necessary to fund said contract is in the amount of $ 22,000 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-215-55-909-923 These funds are not being certified as being available for more than one pending contract.

Joanne Diggs
Finance Director

The township Attorney has advised that this project does not have to be bid.

cc: Township Solicitor
Township Auditor

/eb

PMK Group
CONSULTING & ENVIRONMENTAL ENGINEERS

PRINCIPALS
James Ferrie, P.E.
Gerald Perricone, P.E.
James Johnston, P.E.
Robert M. Gerard
Philip M. Keegan (1942-1998)

ASSOCIATES
Stanley A. Lewandowski
Eugene Brandt, P.E.
Richard Erickson
Raymond Volpe, P.E.
Mark Worthington
Thomas Mineo, P.E.
Ram Tirumala, P.E.

30 Lake Center, Suite 160
401 Route 73 North
Marlton, NJ 08053
856.596.8871
Fax 856.596.4308
www.pmkgroup.com

Resolution not to exceed
$22,000

November 2, 2000

Authorize Mayors Signature

Willingboro Township
One Salem Road
Willingboro, NJ 08046

Attn: Ms. Denise Rose
Acting Township Manager

REVISED PROPOSAL
PROFESSIONAL CONSULTING SERVICES:
ELECTRICAL, NATURAL GAS, CABLE TV,
AND TELECOMMUNICATIONS SERVICES AT THE
WILLINGBORO TOWN CENTER
PMK GROUP PROPOSAL # 2980115

Dear Ms. Rose:

INTRODUCTION

In accordance with ReNEWal Willingboro, LLC.'s request, the PMK Group (PMK) is pleased to submit the following revised proposal to provide professional consulting services for ReNEWal Realty, LLC as it pertains to the electrical, natural gas, cable TV, and telecommunications services at the Willingboro Town Center property.

PMK Group is an environmental engineering and consulting firm founded in 1986, which currently employs approximately 140 individuals. We are a firm of registered professional engineers directing a staff of civil, environmental, chemical, mechanical, and electrical engineers, scientists, geologists, certified industrial hygienists, regulatory specialists, and project managers.

PROJECT BACKGROUND

ReNEWal Realty, L.L.C. is currently developing a 56-acre former commercial shopping mall located along the Route 130 corridor in Willingboro, New Jersey. Approximately 17-acres of the site is being developed as an automated mail order pharmacy for Merck Medco Managed Care, L.L.C. Redevelopment plans for the remaining 39-acre portion of the site include a branch of the Burlington County Library, a Burlington County College branch, and other residential, commercial, and retail uses.

Electrical service for the site is currently accomplished through the use of an on-site spot network. The spot network consists of a series of transformers (located in underground

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transformer vaults), interconnected on their primary sides, and fed from two independent primary circuits provided by PSE&G (designated Circuit 1 and Circuit 7).

A portion of the capacity of the on-site spot network will be utilized by Merck-Medco in providing power for its automated pharmacy. The remaining capacity of the spot network may be available to ReNEWal Realty, L.L.C. in providing electrical power to portions of the site to be developed in the future.

It is our understanding that ReNEWal Realty, L.L.C. desires to obtain consulting services to assist it in 1) evaluating the existing spot network for potential reuse in future development at the site, and 2) providing the plan for requesting additional capacity from PSE&G or other service provider as the case may be.

Although the former shopping mall utilized natural gas and telecommunication services, there are no plans to re-use the existing structures or services.

PROPOSED SCOPE OF SERVICES

PMK Group is prepared to provide a variety of consulting services to ReNEWal Realty, LLC.

Included among these services will be the following:

ELECTRICITY

EXISTING SYSTEM

- Acquire cable and transformer and protection information from PSE&G.
- Calculate the total and distributed capacity of the existing system.
- Provide an engineering opinion regarding the current mechanical and engineering state of the spot network. It should be noted that we have already been advised by PSE&G that the transformers existing in the transformer vaults on the site are not reusable. Additionally, PSE&G has advised us that the current transformer vaults do not meet current standards regarding accessibility.

REQUIRED DISTRIBUTION SYSTEM

- Calculate the projected electrical capacity for the planned spaces.
- Acquire the capacity information relative to the Merck/Medco space.
- Calculate the net capacity available from the existing system.
- Provide a one-line drawing for the total system needed, including new equipment and re-use of as much existing equipment as possible.
- Coordinate the activities of PSE&G in providing electrical service to the site.
- Coordinate the activities of PSE&G and other project team members in designing and providing site lighting.
- Coordinate activities of PSE&G and other consultants and contractors in providing electricity service to the site.

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Additionally, PMK Group proposes to prepare the required PSE&G documents (e.g. Engineering Service Request, ESR) and provide ongoing contact with PSE&G until the new service capacity is approved and installed.

NATURAL GAS

REQUIRED DISTRIBUTION SYSTEM

- Calculate the projected natural gas capacity for the planned spaces.
- Acquire the capacity information relative to the Merck/Medco space.
- Provide a one-line drawing for the total system needed.
- Coordinate activities of PSE&G and other consultants and contractors in providing gas service to the site.

Additionally, PMK Group proposes to prepare the required PSE&G documents (e.g. Engineering Service Request, ESR) and provide ongoing contact with PSE&G until the new service capacity is approved and installed.

TELECOMMUNICATIONS

REQUIRED DISTRIBUTION SYSTEM

- Calculate the projected telecommunications needs for the planned spaces.
- Provide a one-line drawing for the total system needed.
- Coordinate activities of the Bell Atlantic/Verizon and other consultants and contractors in providing telecommunications service to the site.

Additionally, PMK Group proposes to prepare the required Bell Atlantic/Verizon documents (e.g. Service Request) and provide ongoing contact with Bell Atlantic/Verizon until the new service is approved and installed.

CABLE TV

REQUIRED DISTRIBUTION SYSTEM

- Calculate the projected cable TV needs for the planned spaces.
- Provide a one-line drawing for the total system needed.
- Coordinate activities of Comcast and other consultants and contractors in providing the cable TV needs service to the site.

Additionally, PMK Group proposes to prepare the required Comcast documents (e.g. Service Request) and provide ongoing contact with Comcast until the new service is approved and installed.

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RESPONSIBILITIES OF CLIENT

1. The Client shall provide all information in its possession, custody, or control that may relate to the services to be performed by PMK at the Site.

2. The Client shall be fully responsible for obtaining the necessary authorization to allow PMK, its agent, subcontractors and representative to have access to the Site and structures thereon at reasonable times throughout the term of this agreement, and shall set up interviews with designated appropriate representatives of the Site.

3. The Client shall be responsible for making arrangements to allow its other consultants to be available to PMK for consultation regarding proper coordination of the project.

COMPENSATION

Our fees for providing these services would be charged on a time and expense basis in accordance with the attached Schedule of Fees and General Conditions. Based upon the information and services outlined above, we propose a fee of **$22,000.00.**

All expenses incurred during the engineering process, including travel, food, phone, FAX, FEDX, postage, etc., are included in the above price.

LIMITATIONS

1. PMK will rely on the accuracy of any information submitted to us by the Client in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.

2. In the event that our activities indicate areas of significant health, safety or environmental concern, the scope of work outlined above may need to be expanded as appropriate. We would notify you as soon as possible if potentially significant areas of concern are encountered.

3. PMK shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of PMK or its employees or subcontractors on a site shall imply that PMK controls the operations of others.

4. This proposal includes evaluation and planning services for the electrical, natural gas, cable TV, and telecommunications infrastructures required for providing these services for the planned redevelopment of the site and will result in the preparation of one-line drawings for each service needed and coordination to the installation of such services (including new equipment and reuse of existing equipment, where applicable). This proposal does not include engineering design documents for distribution of these systems within each of the planned buildings at the site. Same

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will be the responsibility of the Engineer retained to design the various mechanical, electrical, and plumbing systems within each of the planned buildings.

We thank you for the opportunity to submit this proposal, and we look forward to working with you on this project. Should you have any questions or require any additional information, please do not hesitate to contact us. Should you find the terms of this proposal acceptable, please indicate your acceptance by signing below and returning one copy to this office.

Sincerely,

Eugene E. Brandt

Eugene E. Brandt, P.E.
Branch Manager

cc: Mr. Stephen Jaffe

ACCEPTED:

BY: _____

TITLE: _____

CLIENT: _____

DATE: _____

The above signed represents that they have read and understand the attached General Conditions and have the authority to enter into this agreement on behalf of the Client named above. The above signed also acknowledges that this contract includes a Limitation of Liability clause as part of the General Conditions.

GB/mech/proposal/2980115r

THE PMK GROUP
GENERAL CONDITIONS

1) **AGREEMENT**

This Agreement (the "Agreement") is made by and between PMK Group (PMK) and Client and consists of the proposal (attached and incorporated by reference), subject to the terms and conditions set forth herein. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms by any previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by PMK and a duly authorized agent of the CLIENT. If any portion of this Agreement is held invalid or unenforceable, all remaining portions shall continue in full force and effect.

2) **STANDARD OF SERVICES AND WARRANTY**

Services performed by PMK under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation whatsoever, express or implied, and no warranty or guarantee whatsoever is included or intended in this Agreement, or as to any report, opinion, document or otherwise.

3) **EXISTING SITE CONDITION AND ACCESS**

a) The CLIENT warrants to PMK that CLIENT has the legal right to authorize PMK's entry upon the real property where PMK's services are to be performed (hereinafter the "Site"). The CLIENT grants to PMK and its subcontractors the complete and unabridged right and authority to enter the Site and any property adjoining the Site, upon the CLIENT'S receipt of authorization, as is necessary to permit PMK to fulfill the Agreement called for by this Agreement.

b) PMK will take reasonable precautions to minimize damage to the Site and such adjoining properties. The CLIENT understands and agrees that PMK's activities may unavoidably cause some damage, the correction of which is not a part of this Agreement unless specified in the scope of services. The CLIENT also understands that the discovery of certain conditions may result in a reduction of the value of the Site.

c) The CLIENT acknowledges that PMK has played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical, radiological or industrial disposal problem, if any, which may exist at or related to the Site and that PMK has been retained for the sole purpose of assisting the CLIENT in assessing any problem that may exist and in formulating a mitigation program, if such is within the scope of services. It is recognized and agreed by the CLIENT that PMK has only assumed responsibility for conducting the investigation, and providing subsequent reports and recommendations to the CLIENT as detailed in the scope of services. The responsibility for making any disclosures or reports to any third party and/or for taking corrective, remedial or mitigative action shall be solely that of the CLIENT and/or owner of the Site, unless specifically set forth in a separate writing signed by both PMK and the CLIENT;

d) The CLIENT shall make diligent efforts to locate all documents and information that relate to the identity, location, quantity, nature and/or characteristics of any solid, hazardous and/or radiological waste, underground storage tanks, piping or structures at or under the Site and shall furnish, or cause to be furnished, such documents and information to PMK. In addition, the CLIENT shall provide "as built" drawings of any structures on the Site, as well as reports, data, studies, plans, specifications, documents or other information which exist as required by PMK for the proper performance of its services. PMK shall be entitled to rely upon any such documentation and information in performing its services, however, PMK assumes no responsibility or liability for the accuracy or completeness of such documentation.

4) **CHARGES, BILLING AND PAYMENT**

a) For the performance of its services, PMK shall be paid by the CLIENT in accordance with the Agreement. PMK shall submit invoices to the CLIENT monthly, and a final invoice upon completion of all services. Payment is due upon presentation of an invoice and is past due thirty (30) days from the date of each invoice. The CLIENT agrees to pay a finance charge of two percent (2%) per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the CLIENT agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by PMK. All past due payments which are made shall be applied first to accrued interest and then the principal unpaid amount.

b) If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify PMK, in writing, of its objection within twenty (20) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. In the event that payment to PMK is not maintained on a thirty (30) day current basis, PMK may, upon providing ten (10) days written notice to the CLIENT, suspend further performance and withhold any and all data from the CLIENT until such invoiced payment(s) is restored to a current basis.

c) Any invoices that are not paid within thirty (30) days of CLIENT's receipt of collection action notification by an attorney or collection agency shall constitute a release of PMK from any and all claims whatsoever, including, but not limited to, tort or contract claims, which CLIENT may have against PMK for services performed under said invoice(s).

d) Expenses incurred for services, equipment and facilities not furnished by PMK are charged to Client at cost plus fifteen percent. Automobile travel may be charged at $.30 per mile.

5) **SUSPENSION AND/OR DELAY OF SERVICES**

a) CLIENT may, at any time, by ten (10) days written notice to PMK, suspend further performance by PMK. If payment of invoices by client is not maintained on a thirty (30) day current basis, as stated above PMK may by ten (10) days written notice to the CLIENT suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days shall, at the option of PMK, make this Agreement subject to termination or renegotiation.

b) All suspensions and/or delays in the performance of this Agreement (other than under the Force Majeure provision of paragraph

7) shall extend the contract completion date for a term consistent with the extent of such suspension or delay. PMK shall be paid for all services performed up to the date of suspension or delay, plus suspension and/or delay charges. Suspension and/or delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are attributable to any suspension and/or delay.

c) In addition, in the event of suspension or delay of services for any reason prior to completion of all reports contemplated by this Agreement, PMK reserves the right to complete such analyses and records as are necessary to place their files in order and, where necessary to protect their professional reputation, to complete a report respecting the services performed. A reasonable suspension and/or delay charge to cover the costs thereof may, at the option of PMK, be made.

6) **TERMINATION**

a) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, PMK shall be paid for services performed to the termination notice date, plus reasonable termination charges. Termination charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are attributable to termination.

b) In addition, in the event of termination for any reason prior to completion of all reports contemplated by this Agreement, PMK reserves the right to complete such analyses and reports as are necessary to place its files in order and to complete reports respecting services performed to the date of notice of termination or suspension. A reasonable termination charge to cover the costs to complete such analyses, records and reports may be charged by PMK.

7) **FORCE MAJEURE**

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of any obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement.

8) **RIGHTS IN DATA**

The CLIENT agrees that any patentable or copyrightable concepts, data or software developed by PMK as a direct or indirect consequence of services rendered hereunder are the sole and exclusive property of PMK.

9) **OWNERSHIP, MAINTENANCE AND USE OF DOCUMENTS**

a) All materials resulting from PMK's efforts on this project, other than as set forth in paragraph 8 above, including documents, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimens and any other pertinent data, are instruments of PMK's service, but unless otherwise specified in the scope of services shall be owned by the CLIENT.

b) PMK shall maintain for the CLIENT all materials as described in paragraph 9a above, in kind or on microfilm or electronic media, for a period of not less than two (2) years after completion of the project, except for soil samples and specimens which shall be maintained for a period of two (2) months after the submission of PMK's final report, unless the CLIENT otherwise specifies, or unless otherwise required by applicable law. The CLIENT shall specify in advance and pay for all arrangements where special or extended maintenance of such materials by PMK is to occur.

c) All documents and information generated as part of this Agreement are intended solely for use by CLIENT and shall not be provided to any other entity without PMK's written authorization, nor shall such documents or information be mentioned, communicated, disclosed or referred to in any offering circular, securities offering, loan application, real estate transaction documentation or other similar material without express written consent of PMK. CLIENT shall defend, indemnify and hold harmless PMK and its subcontractors, consultants, agents, officers, directors and employees from and against any action or claim brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without PMK's written authorization.

d) All reports and other materials resulting from PMK's efforts on this project are not intended or represented to be suitable for reuse by the CLIENT or others. Reuse of said reports or other materials by the CLIENT without written permission from PMK for the specific purpose intended shall be at the user's sole risk, without any liability whatsoever on PMK's part, and the CLIENT agrees to indemnify and hold PMK harmless for all claims, damages and expenses, including, but not limited to, attorneys' fees, arising out of such unauthorized reuse. Any reuse of the instruments of service occurring with PMK's written permission shall entitle PMK to further compensation in amounts to be agreed upon with the CLIENT.

10) **CONFIDENTIALITY**

PMK agrees to keep confidential and not to knowingly disclose to any person or entity, other than employees and subcontractors performing hereunder, without the prior consent of the CLIENT, any data or information not previously known to or generated by PMK, or furnished to PMK and marked "CONFIDENTIAL" by the CLIENT in the course of performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or which were acquired by PMK independently from third parties not under any obligation to the CLIENT to keep such information confidential. The CLIENT agrees that PMK may use and publish the CLIENT's name and a general description of services performed with respect to the project in describing PMK's experience and qualifications to other clients and prospective clients.

11) **NON-DISCLOSURE AGREEMENT**

The technical and pricing information contained in any proposals submitted by PMK as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released, disclosed or otherwise made available to any third party without the express written consent of PMK.

12) **OTHER CONTRACTORS**

a) PMK will not direct, supervise or control the work of other contractors or their subcontractors providing services at the Site. PMK's services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

b) PMK shall be responsible only for its activities and that of its employees or its subcontractors on any Site. Neither the professional activities nor the presence of PMK or its employees or subcontractors on a Site shall imply that PMK controls the operations of others, nor shall this be construed to be an acceptance by PMK of any responsibility for jobsite safety.

13) **INSURANCE**

PMK declares that it maintains workers' compensation, employer's liability insurance, comprehensive general and automobile liability insurance, and professional liability coverage. Certificates of insurance to provide evidence and amounts of the above general coverage shall be provided as mutually agreed upon between the parties to this Agreement.

14) **INDEMNITY**

a) To the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless PMK and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as "Engineer") from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of gross negligence or willful misconduct in connection with the services and such gross negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

b) CLIENT agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and costs relating to court or alternative dispute resolution proceedings brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

c) To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction or a mutually agreeable forum for binding alternative dispute resolution to be the sole result of gross negligence or willful misconduct by the Engineer of obligations under this Agreement.

15) **LIMITATIONS OF LIABILITY**

a) PMK's total liability shall be limited to injury or loss caused by the gross negligence or willful misconduct of the Engineer. Furthermore, the parties agree that the Engineer has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollution or other dangerous substance or conditions at the Site, and its compensation hereunder is in no way commensurate with the potential risk or injury or loss that may be caused by exposures to such substances and/or conditions.

b) PMK's liability for injury or loss arising from, out of or in any way relating to this Agreement from any cause(s) whatsoever, including, but not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of any statutory duty or obligation, shall not exceed the total compensation received by PMK under this Agreement or $50,000, whichever is greater.

c) The CLIENT agrees to defend, indemnify and hold PMK harmless from any loss in excess of the limits determined in paragraph 15b above for injury or loss sustained by any person or entity including, without limitation, injury sustained by the CLIENT or any third party, allegedly caused by PMK's performance of services hereunder.

d) It should be expressly understood that this limitation of liability is agreed by PMK and the CLIENT to be a reasonable assumption of risk based on the fee structure outlined in this Agreement. In the event that the CLIENT is unwilling to limit PMK's liability in accordance with the provisions set forth herein, CLIENT may, upon written request prior to acceptance of this Agreement request an increase in the limit of PMK's liability in consideration of increased professional fees for the assumption of greater risk for the services covered under this Agreement.

e) In no event shall PMK be liable for incidental or consequential damages, including, without limitation, loss of use or loss of profits, incurred by the CLIENT or the CLIENT's subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, breach of any statutory duty or obligation, willful misconduct or negligent act or omission, whether professional or non-professional, of the Engineer.

f) The limitation of liability established under this Agreement shall survive the expiration or termination of this Agreement and shall apply to any additional services provided as the result of additional work orders, change orders or other CLIENT directives.

16) **INDEPENDENT CONTRACTOR**

PMK is and shall perform its services under this Agreement as an independent contractor and not as the CLIENT's agent, partner or joint venturer. PMK is employed to render professional services only, as specified in the scope of services, and any payments made by the CLIENT are compensation solely for such services rendered. PMK's review or supervision of work prepared or performed by any individuals or firms employed by the CLIENT shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

17) **ASSIGNMENT**

There shall be no assignment of the rights or obligations in this Agreement by CLIENT without the written consent of PMK, and any assignment, absent such consent, shall be null and void, and shall render the corresponding duties and obligations of PMK null and void.

18) **DISCOVERY OF UNANTICIPATED CONTAMINATED MATERIALS**

a) Hazardous and/or radioactive materials, or certain types of hazardous and/or radioactive materials, may exist at the Site where there is no reason to believe they could or should be present. PMK and the CLIENT agree that the discovery of unanticipated hazardous and/or radioactive materials constitutes a changed condition mandating a renegotiation of the scope of services or, at PMK's option, warranting termination of services. PMK and the CLIENT also agree that the discovery of unanticipated hazardous and/or radioactive materials shall make it necessary for PMK to take immediate measures to protect human health and safety, and/or the environment, to the extent required by law. The CLIENT agrees that all reporting requirements as set forth by applicable local, state and federal statutes are solely the responsibility of the CLIENT.

b) PMK agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous and/or radioactive materials or suspected hazardous and/or radioactive materials be encountered. The CLIENT encourages PMK to take any and all measures that in PMK's professional opinion are justified to preserve and protect the safety of PMK's personnel and the public, and/or the environment.

c) The CLIENT agrees to compensate PMK for the additional costs of such work. In addition, the CLIENT waives any claim against PMK, and agrees to indemnify, defend and hold PMK harmless from any claim or liability for injury or loss arising from PMK's encountering of unanticipated hazardous and/or radioactive materials or suspected hazardous and/or radioactive material. The CLIENT also agrees to compensate PMK for any time spent and expenses incurred by PMK in defense of any such claim, with such compensation to be based upon PMK's prevailing fee schedule and any associated direct costs.

19) **DISPOSAL OF CONTAMINATED MATERIAL**

All materials, samples and/or waste of, or containing, hazardous, toxic and/or radioactive contaminants are the property and responsibility of the CLIENT and shall be the responsibility of CLIENT respecting the proper disposal thereof. All laboratory and field equipment that cannot readily and adequately be cleaned of its hazardous, toxic and/or radioactive contaminants shall become the property and responsibility of the CLIENT. All waste, including all equipment as referenced herein that remains contaminated, shall be turned over to the CLIENT for proper disposal. All arrangements to ensure that waste is directly turned over to a licensed hazardous and/or radioactive waste transporter and/or disposal facility may be made by PMK at the CLIENT'S request, responsibility and expense. The CLIENT agrees that PMK has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous, toxic or radioactive substances found or identified at the Site and agrees to indemnify and hold PMK harmless from and against all loss, damage and expense arising out of the disposal of all such samples, waste and/or equipment, except to the extent caused by the gross negligence or willful misconduct of PMK.

20) **DISPUTES**

a) All claims, disputes and other matters in question between the parties arising out of our relating to this Agreement or the breach thereof shall be addressed in the following manner:

i) The parties shall enter into good faith negotiations to select a method of dispute resolution other than litigation, such as, arbitration, mediation or other methods of alternative dispute resolution;

ii) In the event the parties are unable to agree on a method of dispute resolution other than litigation, such suit shall be brought in the Superior Court of the State of New Jersey.

b) Should it be necessary for either party to initiate legal proceedings to enforce any term or condition of this Agreement, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in such proceedings. Should PMK initiate collection proceedings to collect amounts owed hereunder, the cost of such collections shall be paid by the CLIENT.

21) **NOTICES**

Any notice given hereunder shall be deemed served when and delivered in person or by commercial courier or express delivery service to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered, certified or duly posted by regular mail, to the business address identified in the Proposal.

22) **GOVERNING LAW**

Unless otherwise provided in an attachment to this Agreement, the law of the State of New Jersey shall govern the validity of this Agreement, its interpretation, and remedies for contract breach or any other claims related to this Agreement.

23) **NO THIRD PARTY RIGHTS**

This Agreement shall not create any rights or benefits to parties other than the CLIENT and PMK.

24) **SIGNATURES**

The signatories as identified in the proposal and/or other work orders, change orders or other CLIENT directives are the authorized representatives upon whose authority each party may rely in performance of this Agreement. Any information or notices as required or permitted under this Agreement are deemed to have been sufficiently given to either party if provided to the signatories at their referenced addresses, or to such parties and/or addresses as such signatories may subsequently designate.

Rev. 5/5/97

THE PMK GROUP
SCHEDULE OF FEES

PERSONNEL RATES

Title	Hourly Rate
Principal	$170.00
Project Director	$140.00
Certified Industrial Hygienist	$140.00
Division Manager	$125.00
Senior Project Engineer	$115.00
Senior Project Manager	$115.00
Project Engineer	$ 95.00
Project Manager	$ 95.00
Senior Field Engineer/Scientist	$ 90.00
Senior Staff Engineer/Scientist	$ 90.00
Senior Industrial Hygienist	$ 90.00
Senior Hydrogeologist	$ 90.00
Project Scientist/Hydrogeologist	$ 80.00
Industrial Hygienist	$ 75.00
Staff Engineer/Scientist	$ 75.00
Field Engineer/Scientist	$ 70.00
Certified Asbestos Safety Technician	$ 65.00
Certified Lead-Based Paint Inspector	$ 65.00
Asbestos Inspector	$ 65.00
Senior AutoCad Operator	$ 65.00
AutoCad Operator	$ 55.00
Laboratory Technician	$ 55.00
Data Entry Specialist	$ 50.00
Clerical	$ 40.00

RATES FOR SPECIALTY CONSULTANTS QUOTED ON A PROJECT SPECIFIC BASIS

REIMBURSABLE EXPENSES

Item	Charge
Paper Prints (all sizes)	$ 3.00/sheet
Mylars	$ 15.00/sheet
Photocopies	$ .15/page

RATES EFFECTIVE THROUGH 12/31/00

THE PMK GROUP
SCHEDULE OF FEES

ASBESTOS/LEAD LABORATORY SERVICES

Analysis	Fee Per Test
Bulk Material Sample	
• Polarized Light Microscopy (PLM) with Dispersion Staining	$25.00
Air Sample	
• Phase Contrast Microscopy (PCM)	$20.00
• Transmission Electron Microscopy (TEM) *(TEM costs are based on turnaround time needed)*	$90.00 - 300.00

Rates for analysis of paint, film, air, dust, wipe and water samples for lead content will be quoted based on specific project requirements.

ENVIRONMENTAL LABORATORY SERVICES

Rates for Environmental Laboratory Analyses quoted based on specific project requirements.

GEOTECHNICAL LABORATORY SERVICES

Identification Tests	Fee Per Test
Visual Identification	$ 10.00
Natural Moisture Content	$ 10.00
Atterberg Limits	$100.00
Specific Gravity	$ 40.00
Gradation Analysis - Sieve Only	$ 75.00
Gradation Analysis - Combined Sieve & Hydrometer	$175.00
Organic Content - Furnace Method	$ 25.00
Opening Shelby Tube	$ 20.00
Dry Unit Weight (Undisturbed Samples)	$ 20.00
Logging of Thin Wall Tube Sample	$ 35.00
Permeability Class Rating (N.J.A.C. 7:9A-6.3)	$200.00
Asphalt Analysis	
• Composition (8" diameter)	$ 70.00
• Air Voids (4" diameter)	$ 30.00
• Thickness	$ 5.00

THE PMK GROUP
SCHEDULE OF FEES

GEOTECHNICAL LABORATORY SERVICES (CONTINUED)

Performance Tests	Fee Per Test
Unconfined Compression (With Stress-Strain Curve)	$100.00
Consolidation Test (Including One Unload-Reload Cycle)	$600.00
Permeability (Rigid Wall)	$300.00
Permeability (Flexible Wall ASTM D-5084)	$600.00
Compaction (ASTM D-698 or ASTM D-1557)	$300.00
Direct Shear Test	$250.00
Soaked CBR at Optimum	$300.00
Project Specific Testing Requirements & Reporting Formats	$75.00/hour

EQUIPMENT CHARGES

Service		Fee
Asphalt Coring		
• Field Engineer & Coring Equipment		$630.00/day
• Extraction Charges 4" Diameter Core		$7.50/inch of depth
• Extraction Charges 8" Diameter Core		$15.00/inch of depth
Geotechnical		
• Nuclear Moisture - Density Gauge (Troxler):	Per Day	$ 35.00
	Per Week	$ 70.00
	Per Month	$150.00
• Seismograph:	Per Day	$ 50.00
	Per Week	$200.00
	Per Month	$500.00
Environmental		
• Flame Ionization Detector	Per Day	$100.00
• HNU Photo Ionization Detector	Per Day	$100.00
• Thermo Photo Ionizatoin Detector	Per Day	$125.00
• Combustible Gas Indicator	Per Day	$ 50.00
• Horiba Meter	Per Day	$150.00
• Cable Locator	Per Day	$ 50.00
• Metal Detector	Per Day	$ 25.00
• Submersible Pump	Per Day	$ 50.00
• Peristaltic Pump	Per Day	$ 35.00

RATES EFFECTIVE THROUGH 12/31/00

RESOLUTION NO. 2001 – 19

A PROFESSIONAL SERVICES AGREEMENT WITH LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE TOWN CENTER.

WHEREAS, the Township Council of the Township of Willingboro has a need for the services of LANGAN ENGINEERING for work to be done at the Town Center;

WHEREAS, LANGAN ENGINEERING will provide DOT Access Permits, Subdivision, Township Share, and Stormwater Management/Subdivision not to exceed $70,000.

WHEREAS, the professional services agreement must be approved by the Township Council; and

WHEREAS, funds are available as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of January, 2001, that the Mayor and Clerk are hereby authorized to enter into a professional services agreement with LANGAN ENGINEERING for the above projects.

EDDIE CAMPBELL, JR
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and LANGAN ENGINEERING & ENV. SVS.

The money necessary to fund said contract is in the amount of $ 70,000 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-215-55-904-923. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs
Joanne Diggs
Finance Director

Note: The township attorney has advised that this project does not need to be bid.

cc: Township Solicitor
Township Auditor

/eb

Langan
Engineering and Environmental Services, Inc.

Bernard F. Langan, P.E.
George E. Derrick, P.E.
George P. Kelley, P.E.
Michael A. Semeraro, Jr., P.E.
David T. Gockel, P.E.
Nicholas De Rose, P.G.
Cabot M. Hudson, P.E.

Andrew J. Ciancia, P.E.
Gerard M. Coscia, P.E.
William G. Lothian, P.E.
William F. Mercurio, P.E.
Gerald J. Zambrella, C.E.A.

Roger A. Archabal, P.E.
Gregory L. Biesiadecki, P.E.
Rudolph P. Frizzi, P.E.
Ronald A. Fuerst, C.L.A.
Cristina M. González, P.E.
Joel B. Landes, P.E.
John J. McElroy, Jr., Ph.D., P.E.
Joseph E. Romano, P.L.S.
Richard H. Zeigler, P.E.

CONSULTANT
Dennis J. Leary, P.E.

Township Share
Not to exceed $70,000

20 November, 2000
15491

VIA FACSIMILE - 609 835-0782

Ms. Denise Rose
Deputy Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

DOT Access Permit
Subdivision - Township Share
Stormwater Management - subdivision

Re: Proposal for Engineering Services
Willingboro Town Center

Dear Ms. Rose:

The next phase of development will consist of the construction of the internal roadway system with associated utility infrastructure and the Town Library and connected retail stores. This will be followed by construction of the College facility, additional retail stores and the residential area. The roadways and utilities will be designed by LAWB but there will be considerable analysis and engineering study of the overall Town Center property necessary to provide a basis for the roadway design and to assure that all infrastructure will adequately support the Town Center development. In order to establish the necessary engineering concepts and design criteria as well as to initiate the regulatory review process, the following scope of work will be necessary to be performed by us. The work described is directly applicable to the design of the municipal roadway and infrastructure system. A separate proposal has been provided to ReNEWal for work that is associated with the design of individual properties. The fee estimate shows a breakdown of the various work tasks and their associated costs.

It should be noted that some of the work described has been completed and some is in progress. This proposal is organized according to the following outline:

877-7799

Engineering Master Plan – This will define basic concepts regarding:

1. Subdivision Concept
2. Roadway Layout

Most of this work has been completed.

Preliminary Engineering Design – This will further define the Master Plan and will serve as basis for design by others and will include:

1. Access/Circulation
2. Stormwater Management/Drainage
3. Utility Requirements

A portion of this work has been completed.

Subdivision Design/Drawings – These will subdivide the site into the necessary parcels. The subdivision is complete.

Site Access - Coordination with NJDOT/Burlington County will be necessary. This work is in progress.

Meetings – There will be numerous meetings necessary to coordinate both the Master Plan as well as the Library/Retail design approval.

The following paragraphs describe each task in more detail.

ENGINEERING MASTER PLAN

There are a number of issues which must be resolved with regard to subdivisions, road layout, site design and utility design. It will be extremely important to thoroughly evaluate these issues and to prepare clear concepts for their disposition so that you as well as representatives of the Town can agree with regard to the approach prior to the preparation of final drawings.

We therefore propose to prepare a series of conceptual drawings for review and discussion. It should be noted that all conceptual design will be based on the approved site sketch prepared by

others. The concept drawings would be drawn at a scale of 1 in = 100 ft. and would include the following:

Subdivision Concept

We will prepare a conceptual drawing showing the locations of lot lines in relationship to existing and proposed buildings, roadways, parking areas and other site facilities. It is anticipated that 8 lots will be created by this subdivision.

Roadway Layout

We will prepare a drawing illustrating the anticipated design concepts to be utilized for the primary access roadway systems to be located on the project site.

The drawings would show typical roadway widths, location of on-street parking, intersection layout and radii and location and orientation of sidewalks. Additionally, public green spaces would also be shown with regard to location.

PRELIMINARY ENGINEERING DESIGN

Once the concepts has been established, it will be necessary to develop these further in order to establish specific input for use by the firm preparing the construction documents for the roadways. The purpose of this phase of work will be to coordinate the development of the Town Center Property with the design of the internal roadway system so that the acceptable grades and access and adequate infrastructure will be available to support the proposed Center. The information will be assembled on a series of drawings including the following:

Preliminary Access and Circulation

This drawing will provide details with regard to specific requirements for access and circulation such that the road network is coordinated with the property uses. We are not anticipating that the offsite roadways or intersections will be modified.

Stormwater Management/Preliminary Grading and Drainage

The proposed development concept will require modifications to the existing stormwater management system. It is likely that the drainage areas contributing to the various off-site detention basins will be modified and the flows to the existing pipe systems will be impacted. In order to evaluate these impacts, it will be necessary to analyze the Town Center site as a whole to establish drainage areas, flows, and volumes and then to evaluate each specific property. This information can then be utilized as the basis for the infrastructure design.

Preliminary grading analyses of the properties to be subdivided will be performed so that drainage requirements can be determined. Run-off volumes will be calculated so that the design of the storm collection system network within roadways is capable of handling run-off from adjacent properties. Additionally, critical grades for roadways will be established so that compatibility with adjacent subdivided parcels is maintained.

Preliminary Utility Design

A preliminary design for anticipated utilities on the subdivided tracks will be performed so that these utilities can be coordinated with those to be contained within the roadway system. Specific requirements will be established such that the roadway and individual property utility systems are coordinated.

SUBDIVISION DESIGN/DRAWINGS

Based on the preliminary concept plan, it appears that it will be necessary to create 9 separate subdivided properties, all of which will be suitable for private ownership and development. The remaining land will consist of the street network and green areas. It order to obtain the necessary approvals, it will be necessary to prepare a drawing for each proposed property showing the following:

1) Location and metes and bounds description of property line.
2) Existing ground surface topography.
3) Existing utility system.
4) Proposed utility relocation.

5) Utility/access, easement/cross easements.

6) Property/Land Owners within 200 ft.

7) Miscellaneous required notes and details as per Municipal criteria.

When completed, this set of drawings which we anticipate will consist of ten (10) full size sheets can be submitted to the Town and the County for approval.

It will also be necessary to submit a detailed traffic analysis of the intersection to be created at Levitt Parkway since it will be a County requirement that a traffic light be constructed at this location. This is discussed further in the following section.

SITE ACCESS

NJDOT Approval

We have previously completed traffic studies which indicate that the fully developed Town Center property will not generate traffic sufficient to create the need for a "Major DOT Permit with Planning". This information was assembled and forwarded to the NJDOT and a meeting has occurred to discuss the issues. However, no formal response has been received and a follow-up meeting will be necessary. If the DOT agrees with our analyses and evaluation, no major additional traffic studies will be necessary. However it was necessary to update the existing study so that it reflected the current estimates for square footage associated with the various uses. This information was transmitted to the DOT.

The current proposed site plan indicates that the existing entrances will not remain in their present locations and that modifications within the highway right-of-way will be made. It will therefore be necessary to obtain a construction permit from the NJDOT. Part of the documentation for this permit will include drawings/specifications for the improvements to be made in the area of the new entrance and acceleration/decceleration lanes. Our cost estimate is based on performing the necessary design and coordination to obtain this permit based on the assumption that the present access concept is approvable to the DOT and that no additional traffic studies or counts are necessary. Should this situation occur due to DOT requirements, we would notify you to discuss the required scope of work.

Burlington County Approval

It is our understanding that the previous subdivision approval for the existing Supermarket carried with it a condition that a traffic light would be constructed at the Levitt Parkway intersection when development of the remaining portion of the property proceeded.

It will therefore be necessary to prepare the appropriate analysis to determine the criteria for the light and if it meets the appropriate State requirements. We anticipate that updated traffic counts will be necessary at this location in order to provide data for analysis. A report will be prepared summarizing the information and showing the conceptual layout for the light and intersection configuration. This information will be submitted to the County during the subdivision process. We have not included final design of the intersection/light since we assume this will be by Turner. We have provided a budget in "Other Possible Tasks" in case it becomes necessary.

MEETINGS

There are a number of parties involved and numerous meetings will be required as the process move forward. We have provided an allowance of 10 such meetings with the design team as well as with review agencies. Each meeting requires not only attendance on our part but generally substantial coordination prior to and following the meeting as well as preparation of information to be discussed at the meeting.

REVISIONS

It is always necessary to prepare some revisions to the various drawings. The extent of these revisions can vary considerably depending on the actions of the regulatory agencies as well as the owner/development team and their ability to predict design requirements. We recognize that it is not always possible to adequately define these requirements due to the speed with which the process moves forward. Regardless, the work related and associated costs for the preparation of revisions can be substantial.

CONSTRUCTION PHASE SERVICES

We anticipate that all Construction Phase Services will be provided by LAWB and that no work will be necessary on our part.

ESTIMATED COST

	Total Estimate	Completed to Date
Engineering Master Plan	$ 7,100.00	50%
Subdivision Conceptual Plan		
Roadway Layout		
Preliminary Engineering Design	$7,700.00	30%
Access Circulation		
Stormwater Management/ Drainage		
Utility Requirements		
Subdivision Design	$ 5,700.00	100%
Property Calculation – 9 Parcels		
Drawings for Submission		
Site Access		
NJDOT Drawings/.Approval	$25,000.00	0%
County Approval/Traffic Study	$ 7,500.00	
Meetings	$ 7,500.00*	20%
Revisions	$ 5,000.00*	30%
	$70,700.00	

*These are estimated not to exceed amounts and will be tracked as work progresses.

Other possible work tasks could include:

1)	Design of Levitt Light/Intersection	$15,000	-	$20,000
2)	Construction Phase Services during construction of overall "Master Plan" improvements	$5,000	-	$10,000

We believe that the project has significant potential and we are confident that we can make a valuable contribution to its success. If you have any questions, please do not hesitate to call.

Very truly yours,

Langan Engineering and Environmental Services, Inc.

George P. Kelley, P.E.

GPK:tk

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Langan
Engineering and Environmental Services, Inc.

Bernard F. Langan, P.E.
George E. Derrick, P.E.
George P. Kelley, P.E.
Michael A. Semeraro, Jr., P.E.
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Richard H. Zeigler, P.E.

CONSULTANT
Dennis J. Leary, P.E.

Township Share
Not to exceed $70,000

20 November, 2000
15491

VIA FACSIMILE - 609 835-0782

DOT Access Permit
Subdivision - Township Share
Stormwater Management - subdivision

Ms. Denise Rose
Deputy Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

Re: Proposal for Engineering Services
Willingboro Town Center

Dear Ms. Rose:

The next phase of development will consist of the construction of the internal roadway system with associated utility infrastructure and the Town Library and connected retail stores. This will be followed by construction of the College facility, additional retail stores and the residential area. The roadways and utilities will be designed by LAWB but there will be considerable analysis and engineering study of the overall Town Center property necessary to provide a basis for the roadway design and to assure that all infrastructure will adequately support the Town Center development. In order to establish the necessary engineering concepts and design criteria as well as to initiate the regulatory review process, the following scope of work will be necessary to be performed by us. The work described is directly applicable to the design of the municipal roadway and infrastructure system. A separate proposal has been provided to ReNEWal for work that is associated with the design of individual properties. The fee estimate shows a breakdown of the various work tasks and their associated costs.

It should be noted that some of the work described has been completed and some is in progress. This proposal is organized according to the following outline:

877-7749

RIVER DRIVE CENTER 1 • ELMWOOD PARK, NEW JERSEY 07407-1338 • (201) 794-6900 • FAX: (201) 794-0366
ELMWOOD PARK, NJ • NEW YORK, NY • NEW HAVEN, CT • PHILADELPHIA, PA • DOYLESTOWN, PA • MIAMI, FL

RESOLUTION NO. 2001 – 20

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR AMERICAN ASPHALT FOR FIRE STATION NO. 162.

WHEREAS, Willingboro Township Council, by Resolution No. 2000 – 33, awarded a contract to American Asphalt, in the amount of $71,706; and

WHEREAS, the Engineer has submitted a change order to adjust the contract to as built quantities, to accommodate changes made by the Fire Department during the construction period and is in accordance with the attached Change Order and spreadsheet.

WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of January 2001, as follows:

1. The change order #1 adjusts the contract to as-built quantities by adding these changes, supplemental, $5,150, extra, $3,846, reduction, $6,527,67

2. Change Order No. 1 adjusts the contract to as-built quantities, which increases the original contract by 3.44%

3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST;

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and Chg ORd. FINAL Payment. Fire Station # 162.

The money necessary to fund said contract is in the amount of $2,468.33 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-215-55-907. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

LORD ANDERSON WORRELL & BARNETT Inc.

651 High Street
Burlington, NJ 08016
(609) 387-2800
(Fax) 387-3009

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

December 13, 2000

Denise Rose – Acting Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Change Order No. 1, Final Payment Certification
Fire Station #162
Willingboro Township
LAWB File No. 97-39-15-04

Dear Ms. Rose:

This is to certify that American Asphalt Company, Inc., 116 Main Street, West Collingswood Heights, NJ 08059-1809 has completed work on the *Fire Station # 162 Project* and is therefor entitled to payment in the amount of

Eight Thousand Five Hundred Sixteen Dollars and 31/100 ($8,516.33)

This represents a Change Order amount of $2,468.33 required to accommodate changes made by the Fire Department during the construction period and is in accordance with the attached Change Order and spreadsheet.

Should you have any questions, please do not hesitate to call.

Very truly yours,

LORD, ANDERSON, WORRELL, & BARNETT, INC.

Carl A. Turner, PE
Willingboro Township Engineer

Enclosures

CAT: dac

cc: Robert Brown, President – American Asphalt Company, Inc.

97-39-15-04\LET\CAT\FINALPAYCERT-D13.DOC (00)

Fire Station #162
WILLINGBORO TOWNSHIP
File No. 97-39-15.04
AMERICAN ASPHALT COMPANY, INC.

Through
12/4/00

No.	Item Description	Quantity		Unit Price	Original Amount Bid	Approved +/- Quant.	Adjusted Contract Amount	SUPP	Units Built	QTY	CONTRACT Amount Earned	Supplemental Units Built
1	Pavement Excavation, Unclassified	750	CY	$21.00	$15,750.00	0.00	$15,750.00		751	CY	$15,771.00	$0.00
2	Bituminous Conc. Surface Course, Mix I-5, 2" Thi	255	TN	$49.50	$12,622.50	0.00	$12,622.50		229.86	TN	$11,378.07	$0.00
3	Bituminous Stabilized Base Course, Mix I-2, 4" T	505	TN	$39.50	$19,947.50	0.00	$19,947.50		453.88	TN	$17,928.26	$0.00
4	Dense Graded Aggregate, Variable Thickness	370	CY	$21.00	$7,770.00	0.00	$7,770.00		298	CY	$6,258.00	$0.00
5	Type "A" Inlet	2	UT	$2,700.00	$5,400.00	0.00	$5,400.00		3	UT	$8,100.00	$0.00
6	Reset Inlet Grate	1	UT	$250.00	$250.00	0.00	$250.00		0	UT	$0.00	$0.00
7	Storm Drain (15" RCP)	45	LF	$50.00	$2,250.00	0.00	$2,250.00		67.5	LF	$3,375.00	$0.00
8	Chain Link Fence, 6' High	264	LF	$14.00	$3,696.00	0.00	$3,696.00		262	LF	$3,668.00	$0.00
9	Pavement Markings	1,200	LF	$0.50	$600.00	0.00	$600.00		892	LF	$446.00	$0.00
10	Grading, Topsoil, Fertilize & Seeding	570	SY	$6.00	$3,420.00	0.00	$3,420.00		350	SY	$2,100.00	
S1	Remove Existing 18" Tree	1	LS	$2,500.00	$0.00	2,500.00	$2,500.00		1	LS	$0.00	$2,500.00
S2	Biodegradeable Erosion Mat	1	LS	$1,450.00	$0.00	1,450.00	$1,450.00		1	LS	$0.00	$1,450.00
S3	Connect new piping to existing Inlet	1	LS	$1,200.00	$0.00	1,200.00	$1,200.00		1	LS	$0.00	$1,200.00
	TOTALS >>>>>>>>>>>>>>>>>>>>>>				$71,706.00		$76,856.00					

Total Amount Earned	$74,174.33
Less Amount Previously Pd	$65,658.00
Less 0% Retainage	$0.00
Amount Due	$8,516.33

All vouchers must be received by the last Monday of each month for submission to Council on first Monday of following month.

WILLINGBORO TOWNSHIP

WILLINGBORO, NEW JERSEY
COUNTY OF BURLINGTON

Pay To: American Asphalt Company, Inc.

Address: 116 Main Street, W. Collingswood Heights, NJ 08059-1809

Ordered by: _____ Terms: _____

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED, ITEMIZE FULLY	AMOUNT	TOTAL
12/7/00	Change Order No. 1		
	Final Payment Certification	$8,516.33	
			$8,516.33

CLAIMANT'S CERTIFICATION AND DECLARATION

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

I further certify that, as an employer with [X] more than 5 employees
[ ] less than (5) employees
(Check either but not both)

I am an Equal Opportunity Employer and have filed with required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

Robert A. Morency Sr.
Signature

Vice Pres. - Const.
Title

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

Signature Carl A. Turner

Title Willingboro Township Engineer

ACCOUNT CHARGED		

INVOICES CHECKED AND VERIFIED

Approved for Payment

Township Manager

The above claim was approved and ordered

(Date) Clerk

Date Paid _____

Check No. _____ Voucher No. _____

UNITED PACIFIC INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

FINANCIAL STATEMENT DECEMBER 31, 1999

ASSETS

Cash and Short Term Investments	$ 405,312
Securities (Long Term)	145,207,810
Premium Balances	(23,338,763)
Accrued Interest and Dividends	2,250,112
Federal Income Taxes	0
Other Assets	19,183,938
Total Admitted Assets	$ 143,708,409

LIABILITIES

Losses and Loss Adjustment Expense	$ 29,022,330
Unearned Premiums	11,159,144
Other Taxes	3,443,954
Other Liabilities	16,251,128
Total Liabilities	$ 59,876,556

CAPITAL AND SURPLUS

Capital Stock	$ 4,200,000
Surplus	79,631,853
Total Policyholders' Surplus	83,831,853
Total Liabilities, Capital and Surplus	$ 143,708,409

State of Washington)
County of King) SS.

Mark W. Alsup, being duly sworn, says: That he is Vice President of the UNITED PACIFIC INSURANCE COMPANY; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et seq.); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 1999.

Sworn to me this 24th day of April, 2000.

Janis J. Crossland

Janis J. Crossland, Notary Public, State of Washington, County of King. My Commission Expires February 5, 2004.

JANIS J. CROSSLAND COMMISSION EXPIRES NOTARY PUBLIC 2-5-2004 STATE OF WASHINGTON

Mark W. Alsup

Vice President

UNITED PACIFIC INSURANCE COMPANY CORPORATE SEAL 1928 PENNSYLVANIA

LORD ANDERSON WORRELL & BARNETT Inc.

CHANGE ORDER NO. 1 - ***FINAL***

Date December 5, 2000

Contractor American Asphalt Company, Inc.

Address 116 Main Street

West Collingswood Heights, NJ 08059

Project No. 97-39-15-04

Fire Station # 162

Willingboro Township, NJ

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes. ***Reflects as-built quantities and supplemental unforeseen conditions.***

SUPPLEMENTAL

No.	Description	Quantity	Unit	Unit Price	Amount
S1	Remove existing 18" tree	1	UT	$2,500.00	$2,500.00
S2	Biodegradeable Erosion Mat	1	LS	$1,450.00	$1,450.00
S3	Connect new piping to existing Inlet	1	LS	$1,200.00	$1,200.00
					$5,150.00

EXTRA

No.	Description	Quantity	Unit	Unit Price	Amount
1	Pavement Excavation, Unclassified	1	CY	$21.00	$21.00
5	Type "A" Inlet	1	UT	$2,700.00	$2,700.00
7	Storm Drain (15" RCP)	22.5	LF	$50.00	$1,125.00
					$3,846.00

REDUCTION

No.	Description	Quantity	Unit	Unit Price	Amount
2	Bit. Conc. Surface, Mix I-5	25.14	TN	$49.50	$1,244.43
3	Bit. Stab. Base, Mix I-2	51.12	TN	$39.50	$2,019.24
4	[illegible]	[illegible]	CY	$21.00	$1,512.00
6					
8					
9					

RESOLUTION NO. 2001 - 21

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters failing within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matteror matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 1/9, 2000, that an Executive Session closed to the public shall be held on 1/9, 2000, at 9 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

Ollie Campbell

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 - 22

A RESOLUTION REQUESTING REDUCTION OF PERFORMANCE BOND FOR KIDSTOWN DAYCARE, INC.

WHEREAS, at the request of the applicant, KIDSTOWN DAYCARE,INC and recommendation of the Engineer, by his letter dated January 16, 2001, a bond reduction inspection was performed and the referenced site has met the requirements of the resolution granting site plan approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of January, 2001, that the performance guarantee be reduced in the amount of 27,191.40 leaving a performance guarantee amount of $3,360.00 for the remaining pole mounted light.

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

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

LORD ANDERSON WORRELL & BARNETT Inc.

651 High Street
Burlington, NJ 08016
(609) 387-2800
(Fax) 387-3009

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

January 16, 2001

RECEIVED
JAN 17 2001
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Rhoda Lichentstader, Township Clerk
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Kidstown Daycare, Inc.
Block 1, Lot 6.01
Performance Guarantee
LAWB File No. 2000-39-86

Dear Rhoda:

At the request of the applicant, we have performed a bond reduction inspection for the project known as Kidstown Daycare, Inc. Our inspection and calculations indicated that it would be appropriate for Council to allow a guarantee reduction of $27,191.40, leaving a Performance Guarantee amount of $3,360.00 for the remaining pole mounted light. The attached table itemizes the method of calculation.

Should you have any questions, please feel free to contact me.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A Turner

Carl A. Turner, PE
Willingboro Township Engineer

CAT: dac

Enclosure

Cc: Dana Porter

2000-39-86\CAT\RHODA-J16. DOC (01)

PERFORMANCE BOND ESTIMATE

LORD ANDERSON WORRELL & BARNETT Inc.

KIDSTOWN DAYCARE, INC.
BLOCK 1, LOT 6.01
WILLINGBORO TOWNSHIP
Burlington County
LAWB JOB NO. 2000-39-86
January 16, 2001

NO.	DESCRIPTION	QUANTITY	UNIT	UT. PRICE	AMOUNT BID
1	SITE CLEARING AND EXCAVATION *	1	LUMP SUM	Complete	Complete
2	6' CHAIN LINK FENCE	309	LF	Complete	Complete
3	3' WIDE C. L. FENCE GATE	2	UT	Complete	Complete
4	6' WIDE C. L. FENCE GATE	2	UT	Complete	Complete
5	12' WIDE C. L. FENCE GATE	1	UT	Complete	Complete
6	4" PARKING LOT STRIPING	68	LF	Complete	Complete
7	8" PARKING LOT STRIPING	56	LF	Complete	Complete
8	HANDICAP PAVEMENT MARKING	1	UT	Complete	Complete
9	TEMPORARY GUEST SIGN	2	UT	Complete	Complete
10	MAIN SIGN REPLACEMENT	1	UT	Complete	Complete
11	POLE MOUNTED LIGHT, 250W HPS, 20'	1	UT	$ 2,800.00	$ 2,800.00
12	TRASH ENCLOSURE, AS PER DETAIL	50	LF	Complete	Complete
13	WHITE PINE	12	UT	Complete	Complete
	TOTAL				$ 2,800.00

* Site clearing and excavation to include removal of play equipment, removal of concrete swale and sod, saw cutting existing paving and sod removal, removal of existing fence and gate

Performance Guarantee (120 percent) $ 3,360.00

F:\2000usr\2000-39-86\Excel\bond_estimate.xls (01)

RESOLUTION NO. 2001 – 23

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR PARAMOUNT ENTERPRISES, INC. – 1999 CONCRETE REPAIRS PROJECT.

WHEREAS, Willingboro Township Council, by Resolution No. 1999 – 142, awarded a contract to Paramount Enterprises, Inc. in the amount of $77,730.00; and

WHEREAS, the Engineer has submitted a change order to adjust the contract to as built quantities, adjusting the amount of contract, in accordance with the spreadsheet.

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of January, 2001, as follows:

1. The Change Order No. 1 adjusts the contract to as-built quantities by These changes, supplemental $750, extra, $545.30, reduction $20,831.70.
2 Change Order No. 1 adjusts the contract to as-built quantities, which Decreases the contract by 25.13%.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

LORD ANDERSON WORRELL & BARNETT Inc.

651 High Street
Burlington, NJ 08016
(609) 387-2800
(Fax) 387-3009

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

#42

December 13, 2000

Denise Rose – Acting Township Manager
Township of Willingboro
Willingboro Municipal Building
One Salem Road
Willingboro, NJ 08046

RE: Change Order No. 1, Final Payment Certificate
1999 Concrete Repairs Project
Willingboro Township
LAWB File No. 99-39-33

Dear Ms. Rose:

This is to certify that Paramount Enterprises, Inc., P.O. Box 1505, Bellmawr, New Jersey 08031 has completed work on the 1999 Concrete Repairs Project. Paramount Enterprises is therefore entitled to final payment in the amount of

Three Thousand and Twenty-Five Dollars and 85/100 ($3,025.85)

This represents a savings and return to the Township in the amount of $19,536.40 and is in accordance with the attached spreadsheet and Change Order.

Should you have any questions, please feel free to contact me.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A Turner

Carl A. Turner, PE
Willingboro Township Engineer

CAT: JPA: dac

Enclosures

99-39-33\LTRS\CAT\FINALPAYCERT-D13.DOC (00)

1999 CONCRETE REPAIRS PROJECT
WILLINGBORO TOWNSHIP
LAWB FILE NO. 99-39-33
Paramount Enterprises, Inc.of New Jersey

No.	Description	Quantity	UT	Ut. Price	Amount Bid	Approved +/- Quant. Thru CO NO	Adjusted Contract Amount	SPLMNTL	Through 12/4/00 Units Built	CONTRACT Amount Earned	SPLMNTL Amount Earned
1	Reconstruct 4" Concrete Sidewalk	630	SY	$41.00	$25,830.00		$0.00		638.2	$26,166.20	
2	Reconstruct 4" Sidewalk w/ Gas Valve	100	SY	$41.00	$4,100.00		$0.00		105.1	$4,309.10	
3	Reconstruct 6" Sidewalk	150	SY	$46.00	$6,900.00		$0.00		140	$6,440.00	
4	Reconstruct 6" R.C. Drive Apron	200	SY	$46.00	$9,200.00		$0.00		165.3	$7,603.80	
5	6" Reinforced Concrete Handicapped Ramp	315	SY	$50.00	$15,750.00		$0.00		42.7	$2,135.00	
6	Concrete Curb	700	LF	$21.00	$14,700.00		$0.00		477	$10,017.00	
7	Dense Graded Aggregate	50	CY	$25.00	$1,250.00		$0.00		30.9	$772.50	
8X	Manhole Casting Adjustment	1	UT	$750.00		$750.00	$0.00		1	$750.00	
				Total Bid:	$77,730.00		$0.00	Total Amount Earned>>>>>>>		$58,193.60	0
								Less Amount Previously Pd.>>		$55,167.75	
								Less 0% Retainage		$0.00	
								Less Reinspection Expenses		$0.00	
								Amount Due>>>>>>>>>>>>>>		$3,025.85	

F:\Exceldat\Wboro\99ConcreteRepairs.xls (00)

WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

Pay To: Paramount Enterprises, Inc.

ADDRESS: P.O. Box 1505

CITY: Bellmawr, NJ 08031

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT		TOTAL	
12/7/00	Change Order No. 1				
	Final Payment Certificate	$3,025	85		
				$3,025	85

VENDOR'S CERTIFICATION AND DECLARATION

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

I further certify that, as an employer with [ ] more than five (5) employees [ ] less than five (5) employees

(Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

Signature: [illegible]

Title: President

DEPARTMENT HEAD CERTIFICATION

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

Signature: Carl A Sumer

Title: Willingboro Township Engineer

ACCOUNT CHARGED		

INVOICES CHECKED AND VERIFIED

Approved for Payment

Township Manager

DATE PAID

CHECK No.

LORD ANDERSON WORRELL & BARNETT Inc.

CHANGE ORDER NO. 1 - ***FINAL***

Date December 5, 2000

Contractor Paramount Enterprises, Inc.

Address P.O. Box 1505

Bellmawr, NJ 08031

Project No. 99-39-33

1999 Concrete Repairs Project

Willingboro Township, NJ

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes. ***Reflects as-built totals of work completed.***

SUPPLEMENTAL

No.	Description	Quantity	Unit	Unit Price	Amount
8	Adjust Manhole	1	UT	$750.00	$750.00

EXTRA

No.	Description	Quantity	Unit	Unit Price	Amount
1	Reconstruct 4" Sidewalk	8.2	SY	$41.00	$336.20
2	Reconstruct 4" Sidewalk w/ Gas Valve	5.1	SY	$41.00	$209.10

REDUCTION

No.	Description	Quantity	Unit	Unit Price	Amount
3	Reconstruct 6" Sidewalk	10	SY	$46.00	$460.00
4	Reconstruct 6" R.C. Drive Apron	34.7	SY	$46.00	$1,596.20
5	6" R.C. Handicap Ramp	272.3	SY	$50.00	$13,615.00
6	Concrete Curb	223	LF	$21.00	$4,683.00
7	Dense Graded Aggregate	19.1	CY	$25.00	$477.50

RESOLUTION NO. 2001 – 24

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR MERIDITH PAVING, CO., INC. FOR FIRE STATION NO. 161.

WHEREAS, Willingboro Township Council, by Resolution No. 1999- 91, awarded a contract to Meridith Paving Co., Inc. in the amount of $172,395; and

WHEREAS, the Engineer has submitted a change order to adjust the contract to as-built quantities, adjusting the amount of the contract, in accordance with the spreadsheet.

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of January, 2001, as follows:

1. The Change Order No. 1 adjusts the as-built quantities by these changes, extra, $1,562.30, reduction, $18,157.85.
2. Change Order No. 1 adjusts the contract to as built quantities, which decreases the contract by 9.307%.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

LORD ANDERSON WORRELL & BARNETT Inc.

651 High Street
Burlington, NJ 08016
(609) 387-2800
(Fax) 387-3009

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

#91

December 13, 2000

Ms. Denise Rose – Acting Township Manager
Willingboro Municipal Building
One Salem Road
Willingboro, NJ 08046

RE: Fire Station #161
Willingboro Township
Change Order No. 1
Final Payment Certification
LAWB File No. 98-39-15-01

Dear Ms. Rose:

This letter is to certify that Meredith Paving Corporation, P.O. Box 267, Riverton, New Jersey 08077, has completed the above referenced contract. We are certifying that payment be made in the amount of

Five Thousand One Hundred Thirty Seven Dollars and 04/100 ($5,137.04).

This represents a savings and return to the Township of $16,595.55 and is in accordance with the enclosed Change Order and spreadsheet.

If you have any questions or require additional information, please call.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A Turner

Carl A. Turner, PE
Willingboro Township Engineer

CAT: dac

Enclosures

cc: Loretta Zorn, Meredith Paving Corporation
Michele Melton, LAWB Project Engineer
John Augustino, LAWB Chief Inspector

98-39-15-01\MISC\FINALPAYCERT-D13.DOC (00)

Fire Station #161
WILLINGBORO TOWNSHIP
File No. 98-39-15.01
MEREDITH PAVING CORPORATION

Through
12/4/00

No.	Item Description	Quantity		Unit Price	Original Amount Bid	Approved +/- Quant.	Adjusted Contract Amount	SUPP	Units Built	QTY	CONTRACT Amount Earned	Supplemental Units Built
1	Pavement Excavation, Unclassified	1,945	CY	$7.00	$13,615.00	0.00	$13,615.00		1708	CY	$11,956.00	$0.00
2	Bituminous Conc. Surface Course, Mix I-5, 2" Thi	670	TN	$45.00	$30,150.00	0.00	$30,150.00		672.64	TN	$30,268.80	$0.00
3	Bituminous Stabilized Base Course, Mix I-2, 4" T	1,345	TN	$45.00	$60,525.00	0.00	$60,525.00		1153.07	TN	$51,888.15	$0.00
4	Dense Graded Aggregate, Variable Thickness	2,040	CY	$12.00	$24,480.00	0.00	$24,480.00		1799	CY	$21,588.00	$0.00
5	Concrete Curb	345	LF	$20.00	$6,900.00	0.00	$6,900.00		284	LF	$5,680.00	$0.00
6	Removal of Existing Conc. Pad @Emergency Squ	1	LS	$5,000.00	$5,000.00	0.00	$5,000.00		1	LS	$5,000.00	$0.00
7	Reinforced Cement Concrete Pad	80	CY	$375.00	$30,000.00	0.00	$30,000.00		70	CY	$26,250.00	$0.00
8	Pavement Markings	1,450	LF	$0.50	$725.00	0.00	$725.00		2037	LF	$1,018.50	$0.00
9	Grading, Topsoil, Fertilize & Seeding	100	SY	$10.00	$1,000.00	0.00	$1,000.00		215	SY	$2,150.00	$0.00
	TOTALS >>>>>>>>>>>>>>>>>>>>>>				$172,395.00		$172,395.00					

Total Amount Earned	$155,799.45
Less Amount Previously Pd	$150,662.41
Less 0% Retainage	$0.00
Amount Due	$5,137.04

All vouchers must be received by the last Monday of each month for submission to Council on first Monday of following month.

WILLINGBORO TOWNSHIP

WILLINGBORO, NEW JERSEY
COUNTY OF BURLINGTON

Pay To: Meredith Paving Co. Inc.

Address: P.O. Box 267, Riverton, NJ 08077

Ordered by: _____ Terms: _____

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED, ITEMIZE FULLY	AMOUNT	TOTAL
12/7/00	Change Order No. 1		
	Final Payment Certification	$5,137.04	
			$5,137.04

CLAIMANT'S CERTIFICATION AND DECLARATION

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

I further certify that, as an employer with [X] more than 5 employees
[ ] less than (5) employees
(Check either but not both)

I am an Equal Opportunity Employer and have filed with required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

Signature

TREASURER
Title

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

Signature

Title Willingboro Township Engineer

ACCOUNT CHARGED		

INVOICES CHECKED AND VERIFIED

Approved for Payment

Township Manager

The above claim was approved and ordered

(Date) Clerk

Date Paid _____

Check No. _____ Voucher No. _____

LORD ANDERSON WORRELL & BARNETT Inc.

CHANGE ORDER NO. 1 - ***FINAL***

Date December 5, 2000

Contractor Meredith Paving Corporation

Address 1300 Union Landing Road – P.O. Box 267

Riverton, NJ 08077

Project No. 98-39-15-01

Fire Station # 161

Willingboro Township, NJ

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes. ***Reflects as-built quantities.***

EXTRA

No.	Description	Quantity	Unit	Unit Price	Amount
2.	Bit. Conc. Surface, Mix I-5	2.64	TN	$45.00	$118.80
8.	Pavement Markings	587	LF	$0.50	$293.50
9.	Grading, Topsoiling, Fertilize and Seed	115	SY	$10.00	$1,150.00

REDUCTION

No.	Description	Quantity	Unit	Unit Price	Amount
1.	Pavement Excavation, Unclassified	237	CY	$7.00	$1,659.00
3.	Bit. Stab. Base, Mix I-2	191.93	TN	$45.00	$8,636.85
4.	D.G.A., Variable Thickness	241	CY	$12.00	$2,892.00
5.	Concrete Curb	61	LF	$20.00	$1,220.00
7.	Reinforced Cement Concrete Pad	10	CY	$375.00	$3,750.00

Amount of Original Contract..... $172,395.00

Carl A. Turner, PE -Township Engineer — Date

Adjusted amount of Contract due to previous Change Orders..... $0.00

Willingboro Township

Municipality

Supplemental..... $0.00

Extra..... $1,562.30

Mayor

Reduction..... $18,157.85

Meredith Paving Corporation

Contractor

Adjusted Amount of Contract..... $155,799.45

By: Signed

Change in Contract..... - 9.307 %

Date

98-39-15-01\MISC\CNGORD-1-FINAL-D5.DOC (00)

Fire Station #161
WILLINGBORO TOWNSHIP
File No. 98-39-15.01
MEREDITH PAVING CORPORATION

Through
12/4/00

No.	Item Description	Quantity		Unit Price	Original Amount Bid	Approved +/- Quant.	Adjusted Contract Amount	SUPP	Units Built	QTY	CONTRACT Amount Earned	Supplemental Units Built
1	Pavement Excavation, Unclassified	1,945	CY	$7.00	$13,615.00	0.00	$13,615.00		1708	CY	$11,956.00	$0.00
2	Bituminous Conc. Surface Course, Mix I-5, 2" Thi	670	TN	$45.00	$30,150.00	0.00	$30,150.00		672.64	TN	$30,268.80	$0.00
3	Bituminous Stabilized Base Course, Mix I-2, 4" T	1,345	TN	$45.00	$60,525.00	0.00	$60,525.00		1153.07	TN	$51,888.15	$0.00
4	Dense Graded Aggregate, Variable Thickness	2,040	CY	$12.00	$24,480.00	0.00	$24,480.00		1799	CY	$21,588.00	$0.00
5	Concrete Curb	345	LF	$20.00	$6,900.00	0.00	$6,900.00		284	LF	$5,680.00	$0.00
6	Removal of Existing Conc. Pad @Emergency Squ	1	LS	$5,000.00	$5,000.00	0.00	$5,000.00		1	LS	$5,000.00	$0.00
7	Reinforced Cement Concrete Pad	80	CY	$375.00	$30,000.00	0.00	$30,000.00		70	CY	$26,250.00	$0.00
8	Pavement Markings	1,450	LF	$0.50	$725.00	0.00	$725.00		2037	LF	$1,018.50	$0.00
9	Grading, Topsoil, Fertilize & Seeding	100	SY	$10.00	$1,000.00	0.00	$1,000.00		215	SY	$2,150.00	$0.00
	TOTALS >>>>>>>>>>>>>>>>>>>>>>				$172,395.00		$172,395.00					

Total Amount Earned	$155,799.45
Less Amount Previously Pd	$150,662.41
Less 0% Retainage	$0.00
Amount Due	$5,137.04

MAINTENANCE BOND

Bond # MERED0286719

KNOW ALL MEN BY THESE PRESENTS:

THAT, **MEREDITH PAVING CORPORATION**, as Principal and **INTERNATIONAL FIDELITY INSURANCE COMPANY** a Corporation duly, authorized to transect general surety business in the State of **NEW JERSEY** as Surety, are held and firmly bound unto **TOWNSHIP OF WILLINGBORO** in the sum of **Fifteen Thousand Five Hundred Seventy Nine and 95/100** Dollars ($**15,579.95**), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, fimly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a written contract dated / /with the Obligee for
Fire Station #161
and; WHEREAS, the said Principal is required to post a bond to protect the said Obligee against the result of faulty material or workmanship for a period of one year from and after the date of acceptance of said work;

NOW, THEREFORE, if the said Principal shall for a period of one year from the date of acceptance of said work replace any and all defects arising in said work; whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise, to remain in full force and effect.

The surety reserves the right to cancel this bond at any time with thirty (30) days notice to the obligee, the Surety remaining liable, however, subject to all the terms, conditions and provisions fo this bond, for any act or acts covered by this bond which may have been committed by the principal up to the date of such cancellation.

SIGNED, SEALED AND DATED this **7th** day of **December, 2000**.

MEREDITH PAVING CORPORATION
Principal

By: Loretta Zorn

INTERNATIONAL FIDELITY INSURANCE COMPANY
Surety

By: _____
William T. Fry, Attorney-in-Fact

PHASE VIII
Housing Incentive Fund
Attachment H-3

RESOLUTION-2001-25
(To apply for and accept Homeownership Incentive Fund (HIF) Funds)

WHEREAS, the Willingboro Township desires to approve the development of two units of low-, and or eight units of moderate-, and or five units of market-income housing for the development known as Willingboro Acquisition/Rehab/Resale Project to be funded under the New Jersey Housing and Mortgage Finance Agency (the "Agency") Urban Homeownership Recovery Program (UHORP); and

WHEREAS, the Willingboro Township recognizes that an affordable housing grant from the Agency for an amount not to exceed the maximum amount allowed in accordance with Housing Incentive Funds ("HIF") is for the purpose of subsidizing the construction of homeownership and, when applicable, rental units, respectively; and

WHEREAS, the HIF grant will, when applicable, benefit home buyers of the affordable units that will be restricted by the Agency using Council on Affordable Housing ("COAH") type restrictions with funds to be repaid solely to the Agency at the first unrestricted sale; and

WHEREAS, the HIF grant will, when applicable, benefit home buyers of the market units that will be restricted by the Agency using UHORP and HIF restrictions, with funds to be repaid solely to the Agency at the first sale; and

WHEREAS, the Willingboro Township recognizes Burlington County Community Action Program as the developer/sponsor for the development; and

BE IT FURTHER RESOLVED that the Willingboro Township does hereby support the developer/sponsor's application for such grants from the Agency and acknowledges that the processing and expenditure of funds shall be in accordance with the terms of UHORP and the HIF.

BE IT FURTHER RESOLVED that the Willingboro Township does hereby commit to this project N/A .

PHASE VIII
Housing Incentive Fund
Attachment H-3

BE IT FURTHER RESOLVED that the persons whose names, titles and signatures appear below are authorized by the Willingboro Township to implement this Resolution and that they or their successors in said titles are authorized to sign any documents necessary in connection therewith:

SIGNED: Ellie Campbell SIGNED: Rhoda Lichtenstetter

MAYOR
Title

Township Clerk
Title

I, Rhoda Lichtenstetter
Twp Clerk of Willingboro Township hereby certify that at a meeting of the Township Council held on JAN. 23, 2001 the above resolution was duly adopted.

1/23/2001
Date

SEAL OF NOTARY

Actual expenditures of funds may require a budget amendment as per the Local Budget Law (Chapter 159 Procedure).

January 24, 2001

Rev. Silas M. Townsend, Executive Director
Burlington County Community Action Program
718 South 130
Burlington, New Jersey 08016

Dear Rev. Townsend:

Enclosed please find a fully executed, certified copy of Res. No. 2001 – 25 adopted

By Willingboro Township Council at their meeting of January 23, 2001.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
Enc.

RESOLUTION NO. 2001 – 26

A RESOLUTION AWARDING A BID FOR A PUBLIC WORKS DUMP TRUCK TO FREEDOM INTERNATIONAL.

WHEREAS, the Township Council of the Township of Willingboro has requested That bids be submitted for a DUMP TRUCK; and

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

WHEREAS, it appears to be in the best interest of the Township to accept The bid of FREEDOM INTERNATIONAL TRUCK, INC., PHILADELPHIA, PA., In the amount of $76,689; and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of January, 2001, That the bid be accepted as per the attached bid return sheet and recommendation; and

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

EDDIE CAMPBELL, JR.
MAYOR

ATTEST

Rhoda Lichtenstadter, RMC
Township Clerk

Dump Truck – Chassis with dump Body Snowplow & Hydraulics or Equal –
Bid opening by Rhoda Lichtenstadter, Tuesday, January 16, 2001 at 10:30 A.M. in Manager's Conference Room. Present were Mr. Harry McFarland, Skip Zimmerman and a representative from Freedom International Trucks.

BID RETURN SHEET

Freedom International

Bid Price: $ 76, 689.00

Deliver Time: 90 – 120 Days ARO

Bid Requirements:

1.	Bid Guarantee	X
2.	Certificate of Consent of Surety	X
3.	Disclosure Statement	X
4.	Non-Collusion Certification	X
5.	Affirmative Action	X
6.	Any other documents (Certificate of (Employee Information Report)	X

cc: Mayor, Council & Act'g. Twp. Mgr.

/eb

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and

Freedom International Truck Inc.
Dump Truck

The money necessary to fund said contract is in the amount of $ 76,689.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-215-56-910-901. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

Township of Willingboro

Department of Recreation/Public Works

Interoffice Memorandum

January 17, 2001

TO: DENISE ROSE, ACTING TOWNSHIP MANAGER O K to awe

FROM: HARRY W. McFARLAND, SUPERINTENDENT

SUBJECT: TRUCK BID

I am recommending the acceptance of the bid by Freedom International Truck, Inc. For the purchase of a dump truck. The bid amount of $76,689 is consistent with the amount included in our 2000 Capital Budget.

All items contained in the bid package are consistent with Township requirements and Public Works specifications.

Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/cm

RECEIVED
JAN 18 2001
OFFICE OF THE TWP MANAGER
WILLINGBORO, NEW JERSEY

RESOLUTION NO. 2001 - 27

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters failing within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matteror matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 1/22, 2000, that an Executive Session closed to the public shall be held on 1/23, 2000, at 8:55 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

Eddie Caldwell, Jr.

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 – 28

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR ARAWAK PAVING FOR RECONSTRUCTION OF GARFIELD DRIVE, SEC. II,III,IV

WHEREAS, Willingboro Township Council, by Resolution No. 99-25, awarded a contract to Arawak Paving Co., Inc., in the amount of $348,000.00; and

WHEREAS, the Engineer has submitted a change order to adjust the contract to as-built quantities, adjusting the amount of the contract, in accordance with the spreadsheet.

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of February, 2001, as follows:

1. Change Order No. 1 adjusts the as-built quantities by these changes, extra $5,683.23, reduction, $68,618.53.
2. Change Order No. 1 adjusts the contract to as built quantities, which decreases The contract by 18.08%
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer And Auditor for their information and attention.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

LORD ANDERSON WORRELL & BARNETT Inc.

651 High Street
Burlington, NJ 08016
(609) 387-2800
(Fax) 387-3009

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

January 8, 2001

RECEIVED
JAN 26 2001
OFFICE OF THE TWP. MANAGER
WILLINGBORO, NEW JERSEY

Ms. Denise Rose, Acting Township Manager
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Final Payment Certification
Change Order No. 1
Reconstruction of Garfield Drive
Sections II, III and IV
Willingboro Township
LAWB File No. 97-39-34

Dear Ms. Rose:

This is to certify that Arawak Paving Company, Inc., 7503 Weymouth Road, Hammonton, New Jersey 08037 has completed work on the *Reconstruction of Garfield Drive – Sections II, III and IV* in accordance with the plans and specifications and is therefore entitled to payment in the amount of

Ten Thousand Five Hundred Eighty One Dollars and 05/100 ($10,581.05)

in accordance with the attached spreadsheet and Change Order No. 1.

Should you have any questions, please feel free to contact me.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A Turner

Carl A. Turner, PE
Willingboro Township Engineer

CAT: JPA: dac

Enclosures

Cc: Arawak Paving Company, Inc.
97-39-34\MISC\FINALPAYCERT-J8.DOC (01)

All vouchers must be received by the last Monday of each month for submission to Council on first Monday of following month.

WILLINGBORO TOWNSHIP

WILLINGBORO, NEW JERSEY
COUNTY OF BURLINGTON

Pay To: Arawak Paving Company, Inc.
Address: 7503 Weymouth Road, Hammonton, NJ 08037
Ordered by: _____ Terms: _____

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED, ITEMIZE FULLY	AMOUNT	TOTAL
1/8/01	For the completion of work performed at Garfield		
	Drive - Sections II, III and IV, Willingboro		
	Township.		
	FINAL PAYMENT CERTIFICATION	$10,581.05	
	LAWB File No. 97-39-34		$10,581.05

CLAIMANT'S CERTIFICATION AND DECLARATION

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

I further certify that, as an employer with [X] more than 5 employees
[ ] less than (5) employees
(Check either but not both)

I am an Equal Opportunity Employer and have filed with required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

Signature _____

Title _____

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

Signature Carol A Lunn

Title Willingboro Township Engineer

ACCOUNT CHARGED		

INVOICES CHECKED AND VERIFIED

_____
Approved for Payment

_____
Township Manager

The above claim was approved and ordered

_____
(Date) Clerk

Date Paid _____

Check No. _____ Voucher No. _____

Reconstruction of Garfield Drive, Sections II, III & IV
Willingboro Township
File No. 97-39-34
ARAWAK PAVING COMPANY, INC. 7/1/97 **Through 1/2/01**

Item Description	Quantity		Unit Price	Original Amount Bid	Approved +/- Quant. Thru CO 1	Adjusted Contract Amount	SPLMNTL	Units Built		CONTRACT Amount Earned	SPLMNTL Amount Earned
1. Maintenance and Protection of Traffic	1	LS	$9,588.00	9,588.00	0.00	9,588.00	0.00	1.00	LS	9,588.00	0.00
2. Concrete Curb	4,250	LF	$14.40	61,200.00	0.00	60,624.00	0.00	4210.00	LF	60,624.00	0.00
3. 6" Reinforced Concrete Handicapped Ramps	161	SY	$41.00	6,601.00	0.00	4,618.65	0.00	112.65	SY	4,618.65	0.00
4. Repair Inlet	5	UT	$725.00	3,625.00	0.00	3,625.00	0.00	5.00	UT	3,625.00	0.00
5. Milling, 0 - 18"	14,160	SY	$3.20	45,312.00	0.00	39,855.36	0.00	12454.80	SY	39,855.36	0.00
6. Manhole Casting Adjustments	4	UT	$240.00	960.00	0.00	960.00	0.00	4.00	UT	960.00	0.00
7. Roadway Excavation, Unclassified	950	CY	$5.00	4,750.00	0.00	2,481.20	0.00	496.24	CY	2,481.20	0.00
8. Dense Graded Aggregate, Variable Thickness	475	CY	$5.00	2,375.00	0.00	128.50	0.00	25.70	CY	128.50	0.00
9. Bituminous Stabilized Base Course, Mix I - 2, 5" Thick	5,620	TO	$27.00	151,740.00	0.00	108,121.77	0.00	4004.51	TONS	108,121.77	0.00
10. Bituminous Concrete Surface Course, Mix I - 5, 2" Thic	1,895	TO	$31.00	58,745.00	0.00	46,570.99	0.00	1502.29	TONS	46,570.99	0.00
11. 4" Traffic Stripes, Long Life Epoxy	7,200	LF	$0.37	2,664.00	0.00	2,368.00	0.00	6400.00	LF	2,368.00	0.00
12. 12" White Stop Bars	8	UT	$55.00	440.00	0.00	440.00	0.00	8.00	UT	440.00	0.00
13x. Asphalt Price Adjustment	1	LS	$5,683.23	0.00	0.00	5,683.23	0.00	1.00	LS	0.00	5,683.23
TOTALS>				348,000.00		285,064.70	0.00			279,381.47	5,683.23

Total Amount Earned	**$285,064.70**
Less Amount Previously Pd	**$274,483.65**
Less 0% Retainage	**$0.00**
Amount Due	**$10,581.05**

LORD ANDERSON WORRELL & BARNETT Inc.

CHANGE ORDER NO. 1 - ***FINAL***

Date January 5, 2001

Contractor Arawak Paving Company, Inc.

Address 7503 Weymouth Road

Hammonton, NJ 08037

Project No. 97-39-34

Garfield Drive – Sections II, III & IV

Willingboro Township

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes. ***This Change Order reflects the as-built quantities.***

EXTRA

Item No.	Description	Quantity	Unit Price	Amount
13x	Asphalt Price Adjustment	1 LS	$5,683.23	$5,683.23

REDUCTION

Item No.	Description	Quantity	Unit Price	Amount
2.	Concrete Curb	40 LF	$14.40	$576.00
3.	6" Reinforced Concrete Handicapped Ramps	48.35 SY	$41.00	$1,982.35
5.	Milling, 0-18"	1,705.2 SY	$3.20	$5,456.64
7.	Roadway Excavation, Unclassified	453.76 CY	$5.00	$2,268.80
8.	Dense Graded Aggregate, Variable Thickness	449.30 CY	$5.00	$2,246.50
9.	Bituminous Stabilized Base Course, Mix I-2, 5" Thick	1,615.49 TN	$27.00	$43,618.23
10.	Bituminous Concrete Surface Course, Mix I-5, 2" Thick	392.71 TN	$31.00	$12,174.01
11.	4" Traffic Stripes, Long Life Epoxy	800 LF	$0.37	$296.00

RESOLUTION NO. 2001- 29

A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error.

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 6th day of February, 2001, that refunds be made as per the attached schedule; and

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

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

NETS ELECTRONIC TAX SERVICE MACX2502-011 1 HOME CAMPUS DES MOINES, IA 50328-0001 BLOCK 608 LOT 131 81 HARRINGTON CIRCLE 100% EXEMPT	$2194.27
SHARIF, ZACHARY H & ROSA L. 151 SHEFFIELD DRIVE BLOCK 106 LOT 31 151 SHEFFIELD LANE OVERPAYMENT TAXES	798.30

RESOLUTION NO. 2001- 30

A RESOLUTION AUTHORIZING LIENS AGAINST REAL PROPERTY FOR THE ABATEMENT OF CERTAIN CONDITIONS IN ACCORDANCE WITH THE PROPERTY MAINTENANCE CODE OF THE TOWNSHIP OF WILLINGBORO.

WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

WHEREAS, Section 21-9.12 of the Revised General Ordinances of the Township of Willingboro provides for the abatement of certain conditions, and Section 21-9.13 provides that the cost of any abatement shall become a lien against real property; and

WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

WHEREAS, Section 21-9.13 further provides that the Township Council, must by Resolution, approve the expenses and costs and that they shall thereafter become a lien against the properties listed and shall be collectible as provided by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of February, 2001, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter,RMC
Township Clerk

WILLINGBORO TOWNSHIP

INSPECTIONS INTER-OFFICE MEMO

TO: DENISE M. ROSE
ACTING, TOWNSHIP MANAGER

RHODA LICHTENSTADTER
TOWNSHIP CLERK

FROM: LEONARD MASON
DIRECTOR OF INSPECTIONS

DATE: FEBRUARY 5, 2001

SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

Under the Township's Property Maintenance Ordinance, liens have been imposed on properties, in the amount of $11,949.00 for the time period of December 1, 2000 through January 31, 2001.

Under ordinance 21-9.13, I am placing liens against the following properties.

Property Maintenance: 10 Properties

ADDRESS	BLOCK & LOT	WORK DONE	AMOUNT
12 Marigold Ln.	514 - 2	Installed Sewer Lateral	$2,670.00
54 Edgeley Ln.	832 - 16	Installed Sewer Lateral	$3,690.00
44 Parkside Cir.	326-9	Installed Sewer Lateral	$2,953.00
"William Diaczynsky"			
10 Neptune Ln..	1013-9	Removed 30 Yards of Debris	$1,080.00
10 Rittenhouse Dr.	905-36	Boarded up broken window	$ 66.00
"Asset Management"			

27 Balfour Ln.	215-9	Boarded up and secured windows boarded up rear door	$ 660.00

"L&W"

Snow Removal:	10 properties @30.00		$ 300.00
123 Pheasant Ln.	317-30	Remove pile of branches left at curbside beyond collection days	$ 120.00
51 Pembrook Ln.	307-23	Remove toilet from garage remove trash bags	$ 50.00
8 Stafford Ln.	130-27	Remove trash from backyard	$ 210.00
52 South Sunset Rd.	136-23	Remove rubbish and debris	$ 150.00

"Allen"

Please prepare a resolution for approval of Township Council as required for certification and filing with the Tax Collector.

Leonard Mason

Leonard Mason
Director of Inspections

LM:lam

RESOLUTION NO. 2001 - 31

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters failing within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matteror matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 2/6, 2000, that an Executive Session closed to the public shall be held on 2/6, 2000, at 8 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 – 32

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR GIBERSON PLUMBING AND EXCAVATING –RALEIGH PLACE DRAINAGE.

WHEREAS, Willingboro Township Council, by Resolution No. 2000 –31, awarded a contract to Giberson Plumbing and Excavating in the amount of $44,500; and

WHEREAS, the Engineer has submitted a change order showing that the increase in the contract is due to emergency remediation of an unforeseen nature regarding the removal of unsuitable material located in the very near proximity of residential housing foundation in Rittenhouse Park (see attached letter) and also to replace it with suitable fill (see attached letter); and

WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2001, as follows:

1. Change Order #1 increases the contract by $23,810.00 or 55.75%
2. As increase exceeds the 20% threshold, advertisement of change is Necessary in accordance with Local Public Contracts Law.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer And Auditor for their information.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and Ciberson Plumbing & Excavating Inc. Raleigh Place Drainage.

The money necessary to fund said contract is in the amount of $ 23,810 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number C4 215 55 906 974. These funds are not being certified as being available for more than one pending contract.

Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

LORD ANDERSON WORRELL & BARNETT Inc.

651 High Street
Burlington, NJ 08016
(609) 387-2800
(Fax) 387-3009

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

December 13, 2000

Denise Rose – Acting Township Manager
Willingboro Municipal Building
One Salem Road
Willingboro, NJ 08046

RE: Partial Estimate No. 3 & Change Order #1
Raleigh Place Drainage
Stormwater Management & Slope Stabilization
Willingboro Township
LAWB File No. 99-39-62

Dear Ms. Rose:

This is to certify that Giberson Plumbing and Excavating, Inc., 7 Park Drive, Shamong, New Jersey 08088, has partially completed work on the Raleigh Place Drainage Project. Giberson Plumbing & Excavating, Inc. is therefore entitled to a partial payment in the amount of

Twenty Four Thousand Six Hundred and Thirty Nine Dollars and 12/100 ($24,639.12)

This amount includes $829.12 of the original contract and a Change Order amount of $23,810.00 required based on emergency response to site specific conditions discovered at the time of construction required to ensure stability of adjacent residential foundations and in accordance with the attached Payment Certification and Change Order No. 1.

Should you have any questions, please feel free to contact me.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner

Carl A. Turner, PE
Willingboro Township Engineer

CAT: JPA: dac

Enclosures

99-39-62\CAT\PAYCERT-3-D13.DOC (00)

All vouchers must be received by the last Monday of each month for submission to Council on first Monday of following month.

WILLINGBORO TOWNSHIP

WILLINGBORO, NEW JERSEY
COUNTY OF BURLINGTON

Pay To: Giberson Plumbing & Excavating, Inc.

Address: 7 Park Drive, Shamong, New Jersey 08088

Ordered by: _____ Terms: _____

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED, ITEMIZE FULLY	AMOUNT	TOTAL
	For the partial completion of work on the		
	Stormwater Management Facility & Slope Stabilization		
	at Raleigh Place, Willingboro Township, NJ.		
	PARTIAL ESTIMATE NO. 3	$24,639.12	
	LAWB File No. 99-39-62		$24,639.12

CLAIMANT'S CERTIFICATION AND DECLARATION

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

I further certify that, as an employer with [X] more than 5 employees
[ ] less than (5) employees
(Check either but not both)

I am an Equal Opportunity Employer and have filed with required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

Richard Giberson
Signature

Vice Pres.
Title

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

Signature Carl A. Turner

Title Willingboro Township Engineer

ACCOUNT CHARGED		

INVOICES CHECKED AND VERIFIED

_____
Approved for Payment

_____
Township Manager

The above claim was approved and ordered

_____
(Date) Clerk

Date Paid _____

Check No. _____ Voucher No. _____

Stormwater Management Facility & Slope Stabilization - Raleigh Place
WILLINGBORO TOWNSHIP
File No. 99-39-62

Through 10/31/00

No.	Item Description	Quantity		Unit Price	Original Amount Bid	Approved +/- Quant	Adjusted Contract Amount	SUPP	Units Built	QTY	CONTRACT Amount Earned	Supplemental Units Built
1	Clearing Site	1	LS	$9,035.00	$9,035.00	0.00	$9,035.00		1	LS	$9,035.00	$0.00
2	Borrow Excavation, Select Fill	70	CY	$15.00	$1,050.00	154.00	$3,360.00		70	CY	$1,050.00	$2,310.00
3	Borrow Topsoil	60	CY	$25.00	$1,500.00	0.00	$1,500.00		60	CY	$1,500.00	$0.00
4	24" RCP Storm Sewer	12	LF	$100.00	$1,200.00	0.00	$1,200.00		12	LF	$1,200.00	$0.00
5	Concrete Headwall (24")	1	UT	$8,850.00	$8,850.00	0.00	$8,850.00		1	UT	$8,850.00	$0.00
6	Modified Type "E" Inlet	1	UT	$2,500.00	$2,500.00	0.00	$2,500.00		1	UT	$2,500.00	$0.00
7	Type "B" Inlet Repair	1	UT	$500.00	$500.00	0.00	$500.00		1	UT	$500.00	$0.00
8	Erosion Control Blanket	550	SY	$5.00	$2,750.00	0.00	$2,750.00		500	SY	$2,500.00	$0.00
9	Lawn Seeding & Fertilizing	645	SY	$5.00	$3,225.00	0.00	$3,225.00		500	SY	$2,500.00	$0.00
10	Park Bench	1	UT	$2,200.00	$2,200.00	0.00	$2,200.00		1	UT	$2,200.00	$0.00
11	Landscaping	1	LS	$700.00	$700.00	0.00	$700.00		1	LS	$700.00	$0.00
12	Erosion Controls	1	LS	$2,140.00	$2,140.00	0.00	$2,140.00		1	LS	$2,140.00	$0.00
13	Earth Excavation (Unclassified)	70	CY	$50.00	$3,500.00	430.00	$25,000.00		70	CY	$3,500.00	$21,500.00
14	Concrete Curb	40	LF	$25.00	$1,000.00	0.00	$1,000.00		0	LF	$0.00	$0.00
15	Reconstruct 4" Concrete Sidewalk	70	SY	$45.00	$3,150.00	0.00	$3,150.00		47.3	SY	$2,128.50	$0.00
16	Sod	300	SY	$4.00	$1,200.00	0.00	$1,200.00		166.7	SY	$666.80	$0.00
	TOTALS >>>>>>>>>>>>>>>>>>>>>>				$44,500.00		$68,310.00					

Total Amount Earned	$64,780.30
Less Amount Previously Pd	$33,663.15
Less 10% Retainage	$6,478.03
Amount Due	$24,639.12

LORD ANDERSON WORRELL & BARNETT Inc.

651 High Street
Burlington, NJ 08016
(609) 387-2800
(Fax) 387-3009

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

TRANSMITTED VIA FACSIMILE (609) 835-0782

February 9, 2001

Ms. Denise Rose, Acting Township Manager
and Council Members
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Raleigh Place Drainage
Change Order No. 1
Emergency Unsuitable Soil Removal
LAWB File No. 99-39-62

Dear Ms. Rose and Members of Council:

The above referenced Change Order No. 1 is recommended by the Township Engineer for approval by the Township Council on behalf of the Contractor, Giberson Plumbing and Excavating, Inc. This Change Order is for the emergency remediation of an unforeseen nature regarding the removal of unsuitable material located in the very near proximity of residential housing foundations in the Rittenhouse Park section of Willingboro. The Contractor was performing his contractual tasks when this situation was uncovered. The Engineer was immediately notified. The situation was assessed and the Contractor was instructed to immediately remove the unsuitable material and replace it with a properly compacted fill material. The unsuitable material consisted of rock, parking bumpers, tires, fencing and organics that are considered to have no bearing nor retaining strength and would therefore promote unwanted subsurface groundwater drainage.

The amount of unsuitable material removed was 430 cubic yards (CY) at $50.00/CY (contract amount) for a total cost of $21,500.00. The amount of select fill required to replace the unsuitable material removed was 150 CY at $15.00/CY (contract amount) for a total cost of $2,310.00. Therefore, the total cost for the Change Order amounts to $23,810.00. This amount exceeds the contract threshold amount of 20%.

Should you have any questions, please feel free to contact me.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner

Carl A. Turner, PE
Willingboro Township Engineer

CAT: dac

99-39-62\CAT\ROSE-F9.DOC (01)

LORD ANDERSON WORRELL & BARNETT Inc.

CHANGE ORDER NO. 1

Date November 1, 2000

Contractor Giberson Plumbing & Excavating, Inc.

Address 7 Park Drive

Shamong, NJ 08088

Project No. 99-39-62

Raleigh Place Drainage & Stormwater Management Slope Stabilization Project
Willingboro Township

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes. ***These changes were for unforeseen depth of the buried concrete rubble and debris that was encountered at the site. The material had to be removed and borrow excavation was required to fill this additional void so as not to undermine adjacent residential foundations.***

EXTRA

Item No.	Description	Quantity		Unit Price	Amount
2	Borrow Excavation, Select Fill	154	CY	$15.00	$2,310.00
13	Earth Excavation, Unclassified	430	CY	$50.00	$21,500.00
					$23,810.00

LORD ANDERSON WORRELL BARNETT Inc.

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Burlington, NJ 08016
(609) 387-2800
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168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

TRANSMITTED VIA FACSIMILE (609) 835-0782

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Municipal Complex
One Salem Road
Willingboro, NJ 08046

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LAWB File No. 99-39-62

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Should you have any questions, please feel free to contact me.

Very truly yours,

LORD ANDERSON WORRELL & BARNETT Inc.

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Burlington, NJ 08016
(609) 387-2800
(Fax) 387-3009

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

TRANSMITTED VIA FACSIMILE (609) 835-0782

February 9, 2001

Ms. Denise Rose, Acting Township Manager
and Council Members
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Raleigh Place Drainage
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LAWB File No. 99-39-62

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Should you have any questions, please feel free to contact me.

Very truly yours,

LORD ANDERSON

LORD ANDERSON WORRELL & BARNETT Inc.

CHANGE ORDER NO. 1

Date November 1, 2000

Contractor Giberson Plumbing & Excavating, Inc.

Address 7 Park Drive

Shamong, NJ 08088

Project No. 99-39-62

Raleigh Place Drainage & Stormwater Management Slope Stabilization Project Willingboro Township

Gentlemen:

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Location and reason for changes. ***These changes were for unforeseen depth of the buried concrete rubble and debris that was encountered at the site. The material had to be removed and borrow excavation was required to fill this additional void so as not to undermine adjacent residential foundations.***

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State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS

DONALD T. DIFRANCESCO
Acting Governor

April 6, 2001

JANE M. KENNY
Commissioner

The Honorable Mayor Eddie Campbell, Jr.
and Governing Body
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

Dear Mayor and Governing Body Members:

This letter acknowledges receipt of the Annual List of Change Orders approved for the 2000 Calendar Year period by the governing body for the Township of Willingboro pursuant to N.J.A.C. 5:30-11.9 et seq.

As noted in your resolution, the change order for the Rittenhouse Park unforeseen remediation work represented an increase of approximately fifty six (56) percent over the original contract award. While there is no clear violation(s) of the Local Public Contracts Law, the Township may wish to carefully review all initial project cost estimates before advertising for the receipt of bids. In the future, the Township may wish to review and evaluate its internal controls to reduce the magnitude of change orders by having as much of the eventual additional work included in the original set of specifications.

In addition to this filing, please remember that these actions must be reported in the annual audit filed with this Division [N.J.A.C. 5:30-11.9(d)].

Your cooperation is always appreciated.

Sincerely,

Ulrich H. Steinberg, Jr., Director
Division of Local Government Services

UHS:JAV:jcm

c: Rhoda Lichtenstadter, RMC
Joanne G. Diggs, CFO
Stephen E. Ryan, RMA

RESOLUTION NO. 2001 - 33

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters failing within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matteror matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 2/13, 2000, that an Executive Session closed to the public shall be held on 2/13, 2000, at 7:50 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 – 34

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN AGREEMENT WITH BURLINGTON COUNTY PROFESSIONAL FIREFIGHTER'S ASSOCIATION LOCAL 3091

WHEREAS, the Burlington County Professional Firefighter's Association Local 3091 and the Township of Willingoro have concluded collective labor negotiations; and

WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2001, that:

A. The attached collective negotiation agreement is approved, covering The period of January 1, 2001 through December 31, 2003.

B. The Mayor and Clerk are hereby authorized and directed to execute on Behalf of the Township, after the agreement has been formally signed by The appropriate officers of the Burlington County Professional Firefighters Association Local 3091.

C. A copy of this resolution shall be submitted to the President of the Local 3091 for their information and attention.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2001- 35

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND THE TOWNSHIP CLERK TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE THE TRANSFER OF TITLE OF CERTAIN PROPERTY TO WILLINGBORO URBAN RENEWAL, LLC AND TO MERCK-MEDCO Rx SERVICES OF WILLINGBORO NEW JERSEY LLC; TO IMPLEMENT EXECUTE THE FINANCIAL AGREEMENTS WITH WILLINGBORO URBAN RENEWAL, LLC AND MERCK-MEDCO Rx SERVICES OF WILLINGBORO NEW JERSEY, LLC; AND TO EXECUTE THE NECESSARY UTILITIES EASEMENTS AFFECTING THE PROPERTY COVERED IN THE SAID AGREEMENTS

Whereas, the Township Council of the Township of Willingboro is the record owner of property formerly known as the Willingboro Plaza and identified on the Tax Map of the Township of Willingboro as Block 3, Lot 4.01, and

Whereas, in accordance with a Redevelopment Agreement between the Township of Willingboro and ReNEWal Willingboro LLC, the equitable interests in the subject property are held by ReNEWal Willingboro LLC, as the designated redeveloper of the subject property, and

Whereas, Merck-Medco Managed Care, LLC and Merck-Medco Rx Services of Willingboro New Jersey, LLC is acquiring a portion of the subject property consisting of 17 acres ±, which parcel has been approved by the Willingboro Township Planning Board for both subdivision and for site plan, and

Whereas, it is necessary to execute various documents and agreements relating to the development of the site, providing easements for utilities, establishing covenants and reservations and to authorize the execution of deeds to convey actual title of the property to Merck-Medco Rx Services of Willingboro New Jersey, LLC and to Willingboro Urban Renewal, LLC and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2001, that, in accordance with the terms and conditions of the various Redevelopment Agreements, Amended Redevelopment Agreements, Financial Agreements, Resolutions of the Township Council, and approvals by the Township of Willingboro, the Mayor and Clerk be and hereby are authorized to execute the Deeds,

Easements, Reservations and Covenants, and agreements between the Township of Willingboro and Merck-Medco Rx Services of Willingboro New Jersey, LLC and Willingboro Urban Renewal, LLC, subject to review and approval as to form by the Township Manager and the Township Solicitor, and

Be It Further Resolved that the Financial Agreements, including the PILOT (Payment in Lieu of Taxes) agreements between the Township of Willingboro and Merck-Medco Rx Services of Willingboro New Jersey, LLC and Willingboro Urban Renewal, LLC are hereby ratified and confirmed, subject to review and approval as to form and for implementation in accordance with the terms of the Agreements and with the applicable Township Ordinances, by the Township Manager and the Township Solicitor, and

Be It Further Resolved that certified copies of this Resolution shall be provided to the parties for their information and attention.

EDDIE CAMPBELL
Mayor

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on February 13, 2001.

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 – 36

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE TOWNSHIP OF WILLINGBORO, WITH RENEWAL & SWEETWATER CONSTRUCTION.

WHEREAS, the Township of Willingboro, and RENEWAL have entered into an agreement for the construction of the Willingboro Library; and

WHEREAS, RENEWAL contemplates retaining SWEETWATER CONSTRUCTION in connection with the Library Project;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2001, that the Mayor and Clerk are hereby authorized to sign the attached amendment one to the MEMORANDUM OF UNDERSTANDING.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Renewal Realty and Sweetwater Contstruction..

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and

Renewal Willingboro, LLC.

The money necessary to fund said contract is in the amount of $ 510,000 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Capital. These funds are not being certified as being available for more than one pending contract.

Joanne M. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

/eb

DRAFT

FIRST AMENDEMNT TO THE MEMORANDUM OF UNDERSTANDING

This FIRST AMENDEMENT TO MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of the __day of February 2001 among the Township of Willingboro, New Jersey (the "Township"), ReNEWal Willingboro, LLC ("ReNEWal") and Sweetwater Construction Corporation ("Sweetwater").

WITNESSETH

WHEREAS, the Township and ReNEWal have entered into an agreement (the "Redevelopment Agreement") for the redevelopment of the former Willingboro Plaza into the Willingboro Town Center (the "Town Center");

WHEREAS, the Township and ReNEWal have also entered into an amendment (the "Amendment") to the Redevelopment Agreement to provide for, among other things, authorization for the Township to retain ReNEWal as developer with respect to the adaptive reuse of the former Woolworth Building at the Town Center for the new Willingboro Town Library (the "Library Project");

WHEREAS, pursuant to the Amendment, the Township and ReNEWal also contemplate entering into a Development Agreement, which agreement will set forth

the specific terms, conditions, rights and responsibilities of the parties with respect to the design, development and construction of the Library Project; and

WHEREAS, ReNEWal contemplates retaining Sweetwater as the General Contractor in connection with the Library project for a fee to be determined in approximately thirty (30) days.

WHEREAS, the parties acknowledge that in order to complete the Library construction process in a timely fashion, there are certain long "lead time" items that need to be started immediately, prior to the final execution of the Development Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and in furtherance of the goals set forth in the Redevelopment Agreement, the parties hereby agree as follows:

1. The Township agrees to remit to ReNEWal as promptly as reasonably practical the sum of $510,000 for the Library project, in order to facilitate long "lead-time" construction items.

2. This money will be used for construction related activities for the Library project in the following manner: $225,000.00 – demolition, $250,000.00 – structural steel; and $35,000.00 for brick material.

$510,000

3. In contemplation of an executed Development Agreement, the Township hereby agrees to pay ReNEWal $510,000.00 for the long "lead-time" items discussed herein. ReNEWal hereby agrees to remit this amount directly to Sweetwater in accordance with an appropriate payment schedule. ReNEWal and Sweetwater hereby agree to credit this amount to the Township as part of the cost for the Library project.

4. This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. The parties agree to cooperate with regard to all matters contained herein and further agree to execute any and all documentation that may be necessary to effectuate the transactions contemplated herein.

IN WHITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

ReNEWal WILLINGBORO, LLC

By:_____
Robert Stang
Managing Member:

THE TOWNSHIP OF WILLINGBORO

By:_____
Ed Cambell
Mayor

SWEETWATER CONSTRUCTION CORPORATION.

By:_____
Ron Witt, Sr.
President

RESOLUTION NO. 2001 – 37

AUTHORIZING APPLICATION TO NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS FOR
2001 REGIONAL EFFICIENCY AID PROGRAM

WHEREAS, the 2001 Regional Efficiency Aid Program is now due; and

WHEREAS, Township Council, by resolution must authorize the filing of Such application with DCA,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of February, 2001, That the Acting Township Manager is hereby authorized to file this application on Behalf of the Township of Willingboro.

BE IT FURTHER RESOLVED, that copies of this application be provided To the appropriate departments for their information and attention.

EDDIE CAMPBELL, JR
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2001- 38

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING EXECUTION OF AN INTERLOCAL SERVICE AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE TOWNSHIP OF WILLINGBORO AND THE TOWNSHIP OF EDGEWATER PARK

Whereas, the Township of Willingboro provides Animal Control Services and desires to enter into an Interlocal Services Agreement with the Township of Edgewater Park to provide Animal Control Services to the Township of Edgewater Park, and'

Whereas, shared services are in the public interest and will benefit both the Township of Willingboro and the Township of Edgewater Park, and

Whereas, the Township Council has reviewed the proposed agreement for shared services, a copy of which is attached hereto, and desires to enter into an Interlocal Services Agreement with the Township of edgewater Park, pursuant to *N.J.S.A.* 40:8A-1 et seq.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 27th day of February, 2001, that the Mayor and the Township Clerk are hereby authorized to execute the Interlocal Services Agreement, as attached hereto, between the Township of Willingboro and the Township of Edgewater Park for Animal Control Services.

EDDIE CAMPBELL, JR.
Mayor

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on February 27, 2001.

Rhoda Lichtenstadter, RMC
Township Clerk

INTER-LOCAL AGREEMENT
FOR THE PROVISION OF
ANIMAL CONTROL SERVICES

THIS AGREEMENT made this 2/27/2001 of February by and between the Township of Willingboro, a Municipal Corporation with its principal office at Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro", and the Township of Edgewater Park, a Municipal Corporation with principal office at 400 Delanco Road, Edgewater Park, Burlington County, New Jersey hereinafter called "Edgewater Park" for animal control services.

That Willingboro does hereby agree to perform animal control services for Edgewater Park.

This Agreement shall be for an initial term commencing on March 1, 2001 and ending December 31, 2001. The Agreement shall be automatically extended for additional terms of one (1) year each (January 1 to December 31) upon the same terms and conditions provided that either party may give notice of termination of the agreement on or before November 1st preceding the contract year. (For the contract year 2002, notice should be given on or before November 1, 2001).

Both parties shall have the right to terminate this Agreement by giving to the other party sixty (60) days written notice of their election to do so. Any notice from Edgewater Park to Willingboro under or in regard to this agreement may be served by mailing a copy thereof to Willingboro at One Salem Road, Willingboro, New Jersey or at much other place as Willingboro from time to time in writing may appoint.

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or in the case of request to remove a dead animal from the public right-of-way an animal shall be defined as domestic dog or cat.

A call is defined as a request by the municipality to pick-up a roaming dog or to remove a dead animal.

Edgewater Park shall pay a fee for the animal control service of $250.00 payable quarterly, in advance, at the rate of $750.00. The rate for animal control services is based on ten calls for service per month. A qualified animal control officer shall perform said services. Additional calls for service shall be billed at a rate of $35.00 per call.

In the event that the qualified animal control officer designated by the Township of Willingboro shall be away for a period of vacation, Willingboro shall replace said animal control officer with another qualified person, but in the event that the said officer is ill for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Edgewater Park shall be responsible for any and all fees associated with the services of the Burlington County Animal Shelter. In the event that a sick or injured animal is picked up within Edgewater Park the cost of required veterinary care shall be the responsibility of Edgewater Park.

It is hereby agreed that the ordinary hours of service shall be between 7:30 am and 7:00 pm and that the ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher to the Animal Control Officer. Responses shall be in the order that calls were received without regard to the municipality where it originates,

except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, indemnify and save harmless Edgewater Park its successors and assigns, from and against any and all loss, damage or injury, together with costs and expenses incident thereto, for claims, for loss, damage, injury or judgements together with costs and expenses incidents thereto, arising in any manner, either directly or out of the services contracted for under the terms of this contract which are performed by or on behalf of the Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from the actions undertaken by the terms of this said contract.

IN WITNESS WHEREOF, parties hereto have caused this agreement to be executed as of the day and year first above written.

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

Eddie Campbell, Jr., Mayor

ATTEST:

Municipal Clerk

TOWNSHIP OF EDGEWATER PARK

TOWNSHIP OF EDGEWATER PARK
RESOLUTION NO. 39 – 2001

Authorizing Execution of an Interlocal Service Agreement for Animal Control Between the Township of Willingboro and The Township of Edgewater Park

WHEREAS, the Township of Willingboro provides Animal Control services; and

WHEREAS, the Township of Edgewater Park, pursuant to the terms and provisions as set forth in an Interlocal Services Agreement, a copy of which is attached hereto and made a part hereof, desires to enter into an interlocal services agreement with the Township of Willingboro pursuant to N.J.S.A. 40:8A-1, et. seq.,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Edgewater Park that the Mayor be, and he hereby is, authorized to execute said agreement on behalf of this Township and the Township Clerk shall attest to same and complete the acknowledgement attached thereto, for an interlocal services agreement, a copy of which is attached hereto.

Township of Edgewater Park

Thomas Pullion

Thomas Pullion, Deputy Mayor

I certify that the foregoing Resolution No.39-2001 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on February 28, 2001.

Certified by:

Linda M. Dougherty

Linda M. Dougherty, Municipal Clerk
Dated: February 28, 2001

Township of Edgewater Park

400 Delanco Road

Edgewater Park, New Jersey 08010

Fax (609) 877-2308 Phone (609) 877-2050

Thursday, March 08, 2001

Willingboro Township
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

Attn: Ms. Rhoda Lichtenstadter
Township Clerk

Re: Animal Control Services

Dear Rhoda,

Enclosed for your records are copies of the interlocal agreement for the provision of animal control services between Willingboro Township and the Township of Edgewater Park. Also enclosed is a copy of Resolution No. 39-2001 which authorizes execution of the agreement.

If you have any questions or if additional information is required, please feel free to call me at (609) 877-2050, Monday through Friday, from 9:00 a.m. to 4:30 p.m.

Sincerely,

Township of Edgewater Park

Linda M. Dougherty

Linda M. Dougherty
Municipal Clerk

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2001- 39

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO MEMORIALIZING THE ACTION TAKEN ON THE APPEAL FILED BY SYDNEY ABBOTT FROM THE APPROVAL OF A USE VARIANCE BY THE WILLINGBORO ZONING BOARD OF ADJUSTMENT ON THE APPLICATION OF JOANNE CARTER

Whereas, the Township Council of the Township of Willingboro has received an appeal filed by Sydney Abbott from the approval of a use variance granted by the Willingboro Zoning Board of Adjustment to allow the operation of a child care/day care center on the application of Joanne Carter, and

Whereas, the Township Council has reviewed the record, the written argument submitted by Sydney Abbott, and has held a public hearing at which Sydney Abbott was heard and at which Joanne Carter was heard through her attorney, Frederick Hardt, Esquire, and

Whereas, it is appropriate that the determination of the Township Council be memorialized

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 27th day of February, 2001, that, the action of the Township Council, taken on February 13, 2001, is hereby memorialized as follows:

1. The Township Council finds that the record supports the action taken by the Zoning Board of Adjustment in granting the use variance as requested by the applicant.

2. The objector, Sydney Abbott, acknowledged in his written submission to the Council and in his oral presentation to the Council that he has no objection to the use of the premises for the day care use, but that his objection is to the site plan approved by the Zoning Board of Adjustment.

3. The only issue before the Township Council is the granting of the use variance by the Zoning Board of Adjustment. Site plan issues are not appealable to the Township Council under the provisions of the New Jersey Municipal Land Use Law.

4. The Township Council finds that the action of the Zoning Board of Adjustment in granting the use variance was supported by the record developed before the Zoning Board of Adjustment.

5. The action of the Zoning Board of Adjustment is, accordingly, sustained for the reasons set forth in the Resolution of the Zoning Board of Adjustment and in the discussion of the appeal as reflected in the record before the Township Council on February 13, 2001.

Be It Further Resolved that copies of this Resolution shall be provided to the parties for their information and attention.

EDDIE CAMPBELL, JR.
Mayor

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on February 27, 2001.

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 - 40

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters failing within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matteror matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 2/27/01, ~~2000~~, that an Executive Session closed to the public shall be held on 2/27/01, ~~2000~~, at 7:55 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

Eddie Campbell

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TEMP CAP

RESOLUTION NO. 2001- 41
A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE
THE TOWNSHIP OF WILLINGBORO PROVIDING FOR A
TEMPORARY CAPITAL BUDGET FOR 2001

WHEREAS, THE Township of Willingboro desires to constitute the 2001 Temporary Capital budget of said municipality by inserting therein the following projects: March 6, 2001

	1 Vehicles and Support Equipment	2 Renovations to Building & Grounds	3 Office Furniture and Equipment	4 Renovations Road-ways & Sidewalks
MANAGER				
Computer Software/Hardware E-Gov			50,000	
FINANCE				
Computer Hardware/Software			100,000	
ASSESSOR				
Office Furniture			7,000	
INSPECTIONS				
Copier			7,000	
FIRE DEPARTMENT				
Pumper Freddie Fire Truck	376,300			
Cameras, Radio, Projection Equip			83702	
Dive Team Equipment & SCBA Cylinder			37,791	
EMERGENCY SQUAD				
Radio System			72,000	
PUBLIC WORKS				
Leaf Vacuums, DumpTrucks, Plows,	137,700			
Fuel Distributor				
Paint Striping Machine, Cab Heater, Computers			35,000	
			9,825	
PUBLIC BUILDINGS AND GROUNDS				
Old School House		25,000		
Security Cameras,		50,000		
Track		80,000		
Public Works Garage, Parking Lots		110,000		
High School Track		550,000		
Floor Scrubbers			7,700	
POLICE DEPARTMENT				
Body Armor and Protective equipment			13,700	
Electronic and Computer Equipment			116,800	
Office furniture and Equipment (Fuming Hood)			9,000	

RECREATION				
Playgrounds, Sports Fields		150,500		
Senior Surrey	60,000			
Computers, Security Wand			10,800	
ENGINEER				
Roadway Rehabilitation				500,000
Drainage System Rehabilitation				150,000
Sidewalk and Curb Repair				100,000
Engineering				150,000
2,999,818	574,000	965,500	560,318	900,000

NOW, THEREFORE, BE IT RESOLVED that the council of the Township of Willingboro, County of Burlington adopts as follows:

Section I. 2001 Temporary Capital Budget of the Township of Willingboro is hereby constituted by the adoption of a schedule to read as follows:

Total Cost	Bonds and Notes Authorized	Capital Improvement Fund
2,999,818	2,849,827	149,991

Section 2 The Clerk be and is authorized and directed to file a certified copy of this resolution with the Division of Local Government Services, Department of Community Affairs, State of New Jersey, within three day after its adoption.

BE IT FURTHER RESOLVED that these projects for 2001 Temporary Capital Budget, to be included in the 2001 Permanent Capital Budget as adopted.

ROLL CALL:

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

Eddie Campbell, Jr, Mayor

WILLINGBORO TOWNSHIP

INTEROFFICE MEMO

DATE: March 2, 2001

TO: Ms. Denise Rose

FROM: Joanne G. Diggs

SUBJECT: Temporary Capital Budget

Attached is a Temporary Capital Budget for Council's consideration. This would allow us to do the 2001 General Capital Ordinance before the budget is adopted. I want to get temporary funding for the 2000 General Capital Ordinance and the 2001 General Capital at one time. The rates are good now; therefore I need to get the 2001 ordinance done.

If there are any question please call me.

C. Rhoda Lichtenstadter

RESOLUTION NO. 2001- 42

A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error.

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 3rd day of March, 2001, that refunds be made as per the attached schedule; and

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

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

FLEET BANK 1785.98
C/O BRUCE STAVITSKY
ONE INTERNATIONAL BLVD
SUITE 400
MAHWAH, N.J. 07495-0400
BLOCK 2
LOT 7.02
4354 ROUTE 130
OVERPAYMENT TAXES

CRUSADER SERVICING CORP. 438.06
6526 CASTOR AVENUE
PHILA., PA 19149
BLOCK 236
LOT 35
7 BALLAD LANE
OVERPAYMENT TAXES

FARMER'S & MECHANICS BANK 930.19
PO BOX 1678
3 SUNSET ROAD
BURLINGTON, N.J. 08016
BLOCK 821
LOT 34
17 EXPRESS LANE
100% EXEMPT

NETS ELECTRONIC TAX SERVICE 614.16
WELLS FARGO
MAC X2502-011
1 HOME CAMPUS
DES MOINES, IA 50328-0001
BLOCK 537
LOT 33
63 MERCATOR LANE
OVERPAYMENT TAXES

RESOLUTION NO. 2001 – 43

A RESOLUTION AUTHORIZING ACCEPTANCE
OF HIGHWAY SAFETY GRANT FROM NJ DIVISION
OF HIGHWAY TRAFFIC SAFETY.

WHEREAS, the Township of Willingboro Police Department has applied for The Occupant Protection Project Highway Safety Grant from the New Jersey Division of Highway Traffic Safety; and

WHEREAS, the State has awarded a grant to the Township of Willingboro in the amount of $13,137.00; and

WHEREAS, the grant will pay for Police Officers to work overtime to enforce laws effecting the safety and welfare of the streets of Willingboro and to educate and encourage the public on the benefits of safety belt and child passenger safety seat restraint use;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of March, 2001, that the Township accept the grant from the State of New Jersey and authorize the Mayor and Treasurer to sign the Grant Acceptance conditions.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:
Rhoda Lichtenstadter, RMC
Township Clerk

NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY APPLICATION FOR HIGHWAY SAFETY PROJECT GRANT	FOR DHTS USE ONLY	
	PSP#:	STANDARD:
	TASK #:	PROGRAM AREA:
	PROJECT #:	DATE RECEIVED:

PART I GENERAL INFORMATION

A. PROJECT TITLE **" MAKE IT CLICK 2001"** Occupant Protection Project	B. TYPE OF APPLICATION ____INITIAL ____REVISION ____CONT. ____YEAR 1 ____YEAR 2 ____YEAR 3
C. NAME OF PROJECT CONTACT (Person responsible for the day to day operation of the project.)	D. NAME OF APPLICANT AGENCY
E. TELEPHONE NUMBER (OF C.)	F. ADDRESS
G. FAX NUMBER	
H. FEDERAL TAX ID # (Available from your Finance Department)	
I. TYPE OF GOVERNMENTAL UNIT ____STATE ____COUNTY ____CITY ____OTHER	
J. GRANT PERIOD FROM: **March 9, 2001** TO: **March 8, 2002**	K. PROJECT PERIOD FROM: **March 9, 2001** TO: **February 9, 2002**

BUDGET (***Please complete pages 4 & 5***)

A. COST CATEGORY	PROJECT PERIOD	TOTAL EXPENDITURES PRIOR YEARS	TOTAL
(A) PERSONAL SERVICES	$ 12,160.00		$12,160.00
(B) CONTRACTUAL SVS.			
(C) COMMODITIES	$977.00		$977.00
(D) OTHER DIRECT COSTS			
(E) INDIRECT COSTS			
TOTAL ESTIMATED COSTS (Including Non-Federal Share)	$13,137.00		$13,137.00

B. SOURCE OF FUNDS

(1) FEDERAL	(2) STATE	(3) POLITICAL SUBDIVISION	(4) OTHER	TOTAL
$13,137.00				13,137.00

PART II ACCEPTANCE OF CONDITIONS

This application is approved for federal fiscal year 2001 and authorization to proceed with this highway safety project is granted subject to the State and Federal laws and regulations applicable to the New Jersey Division of Highway Traffic Safety (DHTS) and the conditions stated below:

1. Unless otherwise directed, applicants must submit quarterly reports to the DHTS which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to the DHTS no later than fifteen (15) days subsequent to the termination of each quarter. A final accomplishment report must be submitted to the DHTS within thirty (30) days of completion of the project unless otherwise directed. All contractors that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question will be subject to having reimbursement requests withheld.

2. Applicants making purchases or entering into contracts as provided for by this project must adhere to the policies and procedures of all pertinent governmental agencies.

3. All out-of-state travel must have prior approval of the Division of Highway Traffic Safety. Requests for approval should be submitted to the DHTS at least forty-five (45) days prior to the intended date of travel.

4. Applicants shall account for program income. Program income earned during the contract period shall be retained by the applicant and added to the funds committed to the project by the DHTS and used to further eligible program objectives.

5. Local government applications must complete a local government resolution.

6. Any reports, publications, etc., developed using funds from this contract must be approved by the DHTS prior to their release.

7. Any printed material must contain the name of the Division of Highway Traffic Safety.

8. Prior approval is required for changes to project scope, objectives, or budget.

9. No equipment purchased under an approved DHTS grant will be conveyed, sold, salvaged, or transferred without written approval from the DHTS.

10. Financial and programmatic records as well as other supporting documents or statistical records must be maintained for a period of three years. The retention period for these records begins on the day the single or last expenditure report of the Federal Fiscal Year is submitted to the DHTS.

11. The DHTS has the right to access any pertinent books, documents, papers or other records in order to make audits, examinations, excerpts, and transcripts. The rights of access is not limited to the required retention period but must last as long as the records are retained.

12. Applicants are required to submit to DHTS a copy of the audit report required under the federal Single Audit Act 31 U.S.C. 7502 and/or the State Single Audit Policy established by OMB Circular 98-07. An applicant who expends a total amount of Federal awards of less than $300,000 in its fiscal year is exempt from federal single audit requirements, but will be required to certify the total amount of federal assistance expended during the fiscal year and may also be required under the State Single Audit Policy established by OMB Circular 98-07 to have a single audit or a financial statement audit or a program specific audit performed.

13. All provisions outlined in the DHTS's uniform requirements for the administration's reporting of expenditures will be adhered to.

14. Policies and procedures of the following will be, if applicable, adhered to:
    49 CFR Part 18 - DOT Implementation of Common Grant Rule, CFR Title 23 - Part 1200 - Uniform Procedured for SHSP, OMB Circular A-87, OMB Circular A-21, OMB Circular A-110, OMB Circular A-122, and OMB Circular A-133.

HS-1 (6/99)

PART III SIGNATURES

PROJECT DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

NAME	TITLE	TELEPHONE NUMBER
Person responsible for day to day operation of the project.		FAX #
SIGNATURE	**ADDRESS**	

FINANCIAL DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

NAME	TITLE	TELEPHONE NUMBER
JOANNE W. DIGGS	TREASURER	609-877-2200 FAX # 609-835-0782
SIGNATURE Joanne W. Diggs	**ADDRESS** One Salem Rd. Willingboro NJ 08046	

AUTHORIZING OFFICIAL OF GOVERNMENTAL AGENCY (Read Part II before signing)

NAME	TITLE	TELEPHONE NUMBER
Eddie Campbell, JR (Mayor or Business Administrator)	MAYOR	609-877-2200
SIGNATURE Eddie Campbell Jr	**ADDRESS** One Salem Rd. Willingboro, NJ 08046	

APPROVAL INFORMATION (FOR DHTS USE ONLY)

SIGNATURE	TITLE	APPROVAL DATE

PART IV HIGHWAY SAFETY PROGRAM APPLICATION	BUDGET SUMMARY *See instructions for content and format of fiscal information and cost categories*

PART IV HIGHWAY SAFETY PROGRAM APPLICATION	BUDGET SUMMARY *See instructions for content and format of fiscal information and cost categories*		
PROJECT TITLE: MAKE IT CLICK - OCCUPANT PROTECTION PROJECT		PROJECT NUMBER:	
ITEMIZED EXPENDITURE CATEGORIES *Specify proposed expenditure and basis for computation of cost*	FEDERAL SHARE	STATE/LOCAL SHARE	TOTAL AMOUNT
A. PERSONAL SERVICES			
SELECTIVE ENFORCEMENT			
2 Officers @ $40.00 per hour	80.00		80.00
x 3 Hour Shifts	240.00		240.00
x 2 Shifts/Week (Four 3 hour shifts per week for a total of 12 hours per week)	480.00		480.00
x 24 Weeks (3 Eight week waves of enforcement))	11,520.00		11,520.00
PUBLIC SPEAKING ENGAGEMENTS			
1 Officer @ $40.00 per hour			
x 2 Hours per detail X 8 details	640.00		640.00
TOTAL	$12,160.00		$12,160.00
B. CONTRACTUAL SERVICES			

HIGHWAY SAFETY PROGRAM APPLICATION	BUDGET SUMMARY		PROJECT NUMBER:
ITEMIZED EXPENDITURE CATEGORIES	FEDERAL SHARE	STATE/LOCAL SHARE	TOTAL AMOUNT
C. COMMODITIES			
Pool Noodles			
$59.00 per case x 3 Cases	**177.00**		**177.00**
Locking Clips			
$1.00 per clip x100 clips	**100.00**		**100.00**
Child Safety Seats			
$70.00 per seat x 10 seats	**700.00**		**700.00**
TOTAL	**$977.00**		**$977.00**
TOTAL			
D. OTHER DIRECT COSTS			
E. INDIRECT COSTS (IF APPLICABLE)			
TOTAL			
A. PERSONAL SERVICES	**$12,160.00**		**$12,160.00**
B. CONTRACTUAL SVS.			
C. COMMODITIES	**$977.00**		**$977.00**
D. OTHER DIRECT			
E. INDIRECT			
TOTAL	**$13,137.00**		**$13,137.00**

I. PROBLEM STATEMENT

The most effective device for preventing deaths and injuries in motor vehicle crashes is the seat belt. When used correctly, thousands of lives can be saved and life threatening injuries can be prevented. In May of 2000, the State of New Jersey enacted a primary seat belt law, requiring all front seat passengers to properly use their safety belts. Prior to the primary seat belt law, statewide usage surveys in 1999, showed a compliance rate of 63 percent. Since the passage of the new law the compliance rate has risen to 74.2 percent, an increase of 11.2 percent.

Research clearly indicates that the use of seat belts and child seats have significant effects in reducing the number of deaths and the type and severity of injuries associated with motor vehicle crashes. Strong evidence also exists that indicates a direct relationship between the level of public compliance and the crash survival rate. Three point seat belts are effective in almost all types of crashes. They reduce fatalities by 60 percent in passenger cars and 64 percent in light trucks when the vehicle struck a fixed object. In rollover crashes, seat belts are especially effective because 69 percent of all car fatalities and 78 percent of light truck deaths in these crashes involved ejection of the unbelted occupant from the vehicle.

Law enforcement agencies can have a significant effect in influencing motorists to use seat belts, thus saving money and lives and injuries in their communities. Motorists will be influenced to properly use their seat belts by enforcement of the primary law and through public education.

II. PROBLEM STATEMENT

This project will provide the funds necessary to implement an occupant protection enforcement and educational program within the community. On an overtime basis, police officers will conduct special enforcement patrols and issue summonses for al violations of Title 39 of the Motor Vehicle Code. Also required is the enforcement of the child safety seat restraint law. In addition, funds will be provided to implement an occupant restraint educational program which will allow police officers to deliver presentations to community groups and discuss the positive effects of proper seat belt use and the importance of properly securing a child restraint device.

There will be a pre and post seat belt survey for each of three enforcement waves throughout the grant **on municipal time.** These surveys will take place for at least one hour at controlled intersections.

A vigorous public information campagin, including a press conference/kick off event, will be implemented soliciting participation from local newspapers, radio and television stations. All business and civic groups ant other organizations will be encouraged to lend support for the program. Public information materials and pamphlets will be available for distribution. All purchased items will be subject to the bid process adhered to by the municipality.

III. OBJECTIVE

To increase the seat belt use rate by 10 percent throughout the community utilizing enforcement, education, and civic involvement.

IV. PERFORMANCE INDICATORS

1. That the seat belt surveys reflect an increase in the usage rate in the municipality.
2. That seat belt summonses issued are proportionate to moving violations.
3. That public education programs are conducted for business/ civic and other groups.

V. MILESTONES

Project will be implemented as indicated on page one and monitored on a monthly basis to correct any deficiencies that might exist. A minimum of six seat belt surveys will be conducted.

VI. EVALUATIONS

The final evaluation shall include a description and assessment of all activities related to the project whether funded by the Division of Highway Traffic Safety or by other sources.

VII. REPORTING REQUIREMENTS

The project will maintain accurate records depicting seat belt survey results, summons activity, purchases and other project involvement such as media events and presentations. This information will be forwarded to the Division of Highway Traffic Safety immediately following the end of each enforcement wave.

Grantees will utilize only project forms supplied by the Division of Highway Traffic Safety for Make It Click 2001 an must submit the originals of all documents, unless directed otherwise.

SAMPLE

RESOLUTION # _____

WHEREAS, the (City, Boro, Twp) _____ Police Department has applied for The Occupant Protection Project Highway Safety Grant from the New Jersey Division of Highway Traffic Safety; and

WHEREAS, The State has a awarded a grant to the (City, Boro, Twp) of _____ in the amount $13,137.00 and;

WHEREAS, the grant will pay for Police Officers to work overtime to enforce laws effecting the safety and welfare of the streets of _____ and to educate and encourage the public on the benefits of safety belt and child passenger safety seat restraint use;

NOW, THEREFORE. BE IT RESOLVED by the Mayor and Council to accept the Grant from the State of New Jersey and authorize the Mayor and Treasurer to sign the Grant Acceptance Conditions.

I, _____, Clerk of the (City, Boro, Twp) of _____ do hereby certify the foregoing resolution was adopted by the Mayor and Council at their meeting held on (Date)_____.

_____

(Signature of City, Boro, Twp Clerk)

SAMPLE PROCLAMATION

WHEREAS, police departments throughout New Jersey are participating in the " Make It Click 2001"/ Occupant Protection Program;

WHEREAS, motor vehicle crashes are the greatest single cause of death in the United States for every age from 5-32 years old;

WHEREAS, lap and shoulder belts, when used, reduce the risk of fatal injury to front seat passengers car occupants by 45 percent and the risk of serious injury by 55 percent, and in light trucks these risks are reduced even more, by 60 to 65 percent;

WHEREAS, over 65 percent of passenger car drivers killed in motor vehicle crashes in New Jersey are not wearing seat belts;

WHEREAS, those drivers who use their safety belts only on long trips or highway driving should know that three out of four crashes occur within 25 miles of home;

WHEREAS, one of the best defenses against drunk, speeding and unsafe drivers is the use of safety belts combined with air bags or child safety seats:

WHEREAS, 48 states and the District of Columbia, Puerto Rico and the U.S. Territories have laws requiring child passenger safety restraint systems;

WHEREAS, through the continued public awareness, education and enforcement of safety belt laws to increase usage, death and serious injury can be significantly reduced;

Now, therefore, I (Name, Title, City), (Date), in recognition of this state-wide lifesaving opportunity, proclaim support for the" Make it Click 2001 / Occupant Protection Program, for the efforts of the police department to increase awareness through education and information, and for the enforcement effort for the police department to increase compliance with the state occupant protection laws within our community.

N. J. DIVISION OF HIGHWAY TRAFFIC SAFETY

"MAKE IT CLICK 2001"
OCCUPANT PROTECTION PROJECT

DAILY ACTIVITY REPORT

POLICE DEPARTMENT: _____ DATE: _____

OFFICER:(Print)_____ BADGE # _____

HOURS WORKED - FROM: _____ TO: _____ TOTAL O.T. HOURS: _____

TOTAL NUMBER OF SUMMONSES ISSUED: _____ TOTAL MV STOPS: _____

TOTALS FOR EACH CATEGORY:

SPEEDING: _____ CHILD RESTRAINT: _____

TRAFFIC SIGNAL: _____ OTHER MOVING: _____

EQUIPMENT: _____ OTHER NON-MOVING: _____

SUSPENDED DRIVER _____ SEAT BELT: _____

Other activity resulting from MV stops. (Arrests, warrants, etc.)

_____

_____

_____

_____

Officer's Signature:_____ Date: _____

Reviewed by: _____ Rank: _____ Date: _____

THIS FORM MUST BE COMPLETED BY EACH OFFICER FOR EVERY PROJECT OVERTIME DETAIL WORKED. A COPY OF THIS FORM MUST BE SENT WITH THE WAVE REPORT.

(Rev. 02/01)

N. J. DIVISION OF HIGHWAY TRAFFIC SAFETY
P.O. BOX 048, TRENTON, NJ 08625-0048
(609) 633-9300 FAX (609) 633-9020

"Make It Click 2001"
WAVE ACTIVITY REPORT

Police Department: _____ Project Number: _____

Wave #: _____From:_____To: _____

SEAT BELT SURVEYS

TOTAL VEHICLES OBSERVED: 200 200

Percentage Using Seat Belts: Pre_____% Post _____%

ENFORCEMENT

SUMMONSES:

SEAT BELTS: _____ SPEEDING: _____ TRAFFIC SIGNALS:_____EQUIPMENT: _____

CHILD RESTRAINT: _____ OTHER MOVING: _____ OTHER NON-MOVING: _____

SUSPENDED DRIVER: _____

TOTAL SUMMONSES THIS WAVE: *_____*

VEHICLES CONTACTED: _____ (MV STOPS) HOURS WORKED THIS WAVE:_____

ARRESTS: _____ PUBLIC SPEAKING :_____Hrs

OFFICER COMPLETING REPORT: _____ DATE: _____
Rank & Signature

(Include Daily Reports, CPS Activity / Education Reports and newspaper articles, followed up with State Payment Voucher, Salary Expenditure Detail Report, Expenditure Report)

(Rev:02/01)

N.J. DIVISION OF HIGHWAY TRAFFIC SAFETY

"MAKE IT CLICK 2001"
OCCUPANT PROTECTION PROJECT

PROJECT DESCRIPTION

The project will become effective on or about March 26 to May 11, 2001. At that time the first of the three eight week enforcement waves will commence as described below. Subsequent waves will begin on June 25 to August 17 and October 1 to November 23. These dates are subject to change depending on the start of the project..

The project will consist of three enforcement waves, each eight weeks in length. Agencies will be required to work **four** 3 hour shifts per week, for the eight weeks in the wave. This is a total of 12 hours per week, 96 hours each wave. This procedure will be repeated for the two subsequent waves. At the end of the project, a total of 288 hours of enforcement should have been scheduled for each department.

BUDGET ALLOCATION

Total budget allocation for the project is $13,137.00.

Enforcement:	$11,520.00
Public Speaking:	$640.00
Commodities:	$977.00

PAY RATE

The project overtime rate is $40.00 per hour regardless of what officer works the project hours. The officer is to receive the full dollar amount and administrative costs or fees should be considered "in kind services" or soft matches. They are not and cannot be part of this rate. Agencies with salary ordinances or contractual obligations on the pay rate will be dealt with on a case by case basis.

Officers paid $45.00 - project will reimburse at $40.00 per hour
Officers paid $40.00 - project will reimburse at $40.00 per hour
Officers paid $31.00 - project will reimburse at $31.00 per hour-
unless the municipality is willing to pay the grant rate of $40.00.

ENFORCEMENT

OFFICERS WORKING THE PROJECT OVERTIME ARE EXPECTED TO ISSUE SUMMONSES FOR VIOLATIONS OF THE SEAT BELT LAW (39:3-76.2F) AND THE CHILD RESTRAINT LAW (39:3-76.2A-D).

PLEASE INSTRUCT OFFICERS THAT THIS IS AN ENFORCEMENT CAMPAIGN AND NOT A WARNING CAMPAIGN. IN THE EVENT AN OFFICER STOPS A VEHICLE FOR AN OFFENSE OTHER THAN A SEAT BELT VIOLATION, HE /SHE SHOULD BE INSTRUCTED TO ISSUE BOTH SUMMONSES, IF IT IS DETERMINED THAT A SEAT BELT VIOLATION OCCURRED AS WELL.

MUNICIPAL RESOLUTION

If your application is approved, the police department **must** obtain a municipal resolution adopting the project before reimbursement is possible. A sample copy is included to assist you in the process.

SEAT BELT SOP

The department **must** have an SOP directing officers to wear seat belts while on duty.

PRESS CONFERENCE

The police department will hold a formal press conference at the beginning of the project to announce and explain the program to the public and advise the media at the start of each new wave. At your press conference, try to arrange for the Mayor, Council President, Freeholder, Assemblyman, etc. to issue a **proclamation** regarding the education and enforcement campaign. A sample proclamation is included.

The NJDHTS Director, Colonel Peter O'Hagan, will strive to attend and participate in as many press conferences as possible.

The NJDHTS Public Information Officer will be available to assist the police department with the press conference, if necessary. (Jeff Lamm 609-633-9045). Additionally, the Program Manager at NJDHTS will coordinate the enforcement waves and public relations campaigns.

Any newspaper articles about the project should be attached to the Wave Activity Report submitted after the completion of each enforcement cycle.

Projects like this require as much publicity as can be generated. Local newspapers should be asked for their cooperation throughout the project. Local cable stations can

also be helpful by sponsoring and running public service announcements about the

program. Officers should encourage reporters to include seat belt use in any printed stories about local crashes. Agency web pages can also be helpful in promoting the program by listing the grant award and facts on the benefits of seat belt and child seat use. A link can be created to the Division of Highway Traffic Safety's web site: www.njsaferoads.com

The local chamber of commerce should be encouraged to become involved in the project, as local businesses may want to offer small prizes for winners of school poster contests or essay contests. The project cannot pay for prizes.

CHILD PASSENGER SAFETY EQUIPMENT

The "Make It Click 2001" project contains funding in the amount of **$977.00** for the purchase of child safety seats and related equipment needed for the proper installation of these seats. All equipment purchases should be completed **prior to June 29, 2001.**

CPS TRAINING

Agencies participating in the program that do not have child passenger safety technicians can request training by contacting Ed O'Connor at (609) 633-9048. This training is very much in demand and classes are scheduled periodically around the state. We cannot guarantee that all requests will be fulfilled.

CPS CHECK UP EVENT OVERTIME

This grant does not include overtime for Child Passenger Safety Checkup Events that was included in the 2000 project. A separate overtime grant for these events will be announced at the regional meetings mentioned later in the document. Departments interested in this project must apply for this specific program which will be administered by Ed O'Connor of our office.

PUBLIC SPEAKING

A total of **$640.00** has been allocated for eight public speaking engagements, 2 hours in length, in your communities, concerning the benefits of seat belt and child seat use. These seminars are recommended during the non enforcement weeks. Suggested groups include PTA/PTO's, businesses, civic groups, senior citizens organizations and schools. We also suggest notifying the media to expand coverage of the program.

REPORTS

Two seat belts surveys, pre and post wave, are to be **conducted on municipal time, not project overtime.** A total of six seat belt surveys are required. Each survey will consist of the observation of **200 vehicles** at a particular location prior to and at the end of each wave. A description for conducting the surveys and a copy of the report are included.

Each officer that works a project overtime shift must complete a DAILY ACTIVITY REPORT for each shift worked. Originals o the surveys and daily reports will be sent to the NJDHTS Program Manager along with the Wave Activity report. These reports **must** be submitted as soon as possible following the last day of the wave. All forms will be supplied by the NJDHTS. Please discard any other forms you may have on file from past occupant protection projects. Newspaper articles concerning the project should be attached to the Wave Activity Report.

You are <u>required</u> to use ONLY DHTS forms for this project.

If your application is approved, please make copies of the Survey, Daily and Wave Activity report forms, so that you have a supply for the duration of the project.

Timely reporting is essential to the program. Please submit all reports as soon as possible after each wave. Future grant awards are contingent upon reporting as well as performance.

GRANT APPLICATION
AGENCY PROJECTOR DIRECTOR

The agency project director is the individual responsible for the day to day operation of the project, scheduling, reporting, etc. This is the individual that should be listed on page 3 of the grant application in the block designated "PROJECT DIRECTOR. The agency project director will be working with the NJDHTS program manager, Dan Shine, who will be overseeing the project. If there are any questions concerning your project, please contact him at (609) 633-9197.

REGIONAL MEETINGS

Mandatory regional meetings are planned with the grant participants in the near future, to explain the program and answer any questions. Departments who do not attend will not be accepted in to the project. We will at attempt to utilize the police academies in Morris and Gloucester counties and the Monmouth Junction Fire Station in South Brunswick. The dates for these meetings will be announced prior to the start of the program. Please have the project director attend, and if possible, a finance section representative.

The Child Passenger Check Up Event overtime grant will be discussed at the regional meetings.

APPLICATION DEADLINE

Please complete the application as soon as possible and return it **before March 15. We need your prompt attention in this matter.**

Applications should be mailed to:

Dan Shine
NJ Division of Highway Traffic Safety
P.O. Box 048
Trenton, NJ 08625

You will be notified by mail if your application has been approved for funding.

RESOLUTION NO. 2001- 44

A RESOLUTION AUTHORIZING LIENS AGAINST REAL PROPERTY FOR THE ABATEMENT OF CERTAIN CONDITIONS IN ACCORDANCE WITH THE PROPERTY MAINTENANCE CODE OF THE TOWNSHIP OF WILLINGBORO.

WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

WHEREAS, Section 21-9.12 of the Revised General Ordinances of the Township of Willingboro provides for the abatement of certain conditions, and Section 21-9.13 provides that the cost of any abatement shall become a lien against real property; and

WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

WHEREAS, Section 21-9.13 further provides that the Township Council, must by Resolution, approve the expenses and costs and that they shall thereafter become a lien against the properties listed and shall be collectible as provided by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of March, 2001, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter,RMC
Township Clerk

WILLINGBORO TOWNSHIP

INSPECTIONS INTER-OFFICE MEMO

TO: DENISE M. ROSE
ACTING, TOWNSHIP MANAGER

RHODA LICHTENSTADTER
TOWNSHIP CLERK

FROM: LEONARD MASON
DIRECTOR OF INSPECTIONS

DATE: MARCH 5, 2001

SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

Under the Township's Property Maintenance Ordinance, liens have been imposed on properties in the amount of **$1,528.38** for the time period of February 1, 2001 through February 28, 2001.

Under ordinance 21-9.13, I am placing liens against the following properties.

Property Maintenance: 11 Properties

ADDRESS	BLOCK & LOT	WORK DONE	AMOUNT
32 Niagara Ln.	1023-33	Boarded & Painted	$70.38
43 Hewlet Ln.	618-26	Cleaned up entire yard	$518.40
36 Heath Ln.	260-10	Cleaned up debris	$194.40
36 Belmont Ln.	241-12	Cleaned up debris	$97.20
153 Edge Ln.	833-82	Removed carpet	$162.00
11 Millbrook Dr.	543-3	Removed cardboard	$194.40
31 Berkshire Ln.	241-41	Removed branches	$64.80

36 Belmont Ln.	241-12	Removed trash/debris	$64.80
32 Niagara Ln.	1023-33	Cleaned up debris	$42.00
74 Niagara Ln.	1023-45	Cleaned up debris	$42.00
15 Clubhouse Dr.	408-18	Re-secured patio door	$78.00

Calin Construction

Please prepare a resolution for approval of Township Council as required for certification and filing with the Tax Collector.

Leonard Mason
Director of Inspections

LM:lam

RESOLUTION NO. 2001 – 45

AUTHORIZION FOR PARTICIPATION IN FEASIBILITY STUDY FOR SHARED SOLID WASTE SERVICES.

WHEREAS, the Township Council of the Township of Willingboro, as well as 13 other Burlington County Municipalities have agreed to apply for a Regional Efficiency Development Incentive (REDI) Grant through the State of New Jersey REDI Program in the amount of $29,345.00; and

WHEREAS, the Township of Maple Shade has agreed to be the lead agency in this endeavor; and

WHEREAS, the governing body of the Township of Willingboro is acknowledging and accepting the responsibility of acting as applicant for this grant on behalf of the Township of Willingboro; and

WHEREAS, the State of New Jersey has made Regional Efficiency Development Incentive (REDI) grants available to assist local units study, develop and implement new shared and regional services; and

WHEREAS, the purpose of this grant is to promote shared services between our local units through the sharing of joint management of solid waste service that would be beneficial to all local units; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of March, 2001, that the Township of Willingboro does hereby join with 13 other Burlington County Municipalities in applying for a grant for the purpose of a feasibility study of such an endeavor.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON _____

_____
TOWNSHIP CLERK

RESOLUTION NO. 2001 – 46

RESOLUTION URGING STATE FUNDING TO ADDRESS REVENUE SHORTFALL CAUSED BY STATE INACTION ON TELECOMMUNICATIONS BUSINESS PERSONAL PROPERTY TAX REDUCTIONS.

WHEREAS, business personal property taxes have, for years, been paid by corporations involved in the telecommunications industry to help finance the vital municipal services and essential local programs on which that industry depends; and

WHEREAS, in 1999, once such corporation, now known as Verizon, was permitted to change the manner in which it calculated depreciation on its property, which change resulted in a significant reduction in its Business Personal Property tax liability; and

WHEREAS, the New Jersey State League of Municipalities, at that time, immediately informed the Whitman Administration and the Legislature that, absent State action, the reduction in Business Personal Property taxes paid by the corporation know known as Verizon would shift a greater proportion of the property tax burden onto our already over-burdened residential property tax payers; and

WHEREAS, despite this call, the Whitman Administration, in its proposed budget, has allocated only $16 million, to be apportioned among 43 municipalities, rather than the $40 million, which will need to be apportioned among over 540 municipalities;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of March, 2001, that we do call on the Legislature to ignore the underfunded provision contained in the Administration proposal and to appropriate $40 million, so that every taxpayer in all municipalities will be spared a greater share of the property tax burden because of a reduction in the Business Personal Property liability of the corporation now known as Verizon; and

BE IT FURTHER RESOLVED, that copies of this resolution be forward to our State Legislators, the League of Municipalities, neighboring municipalities and the Whitman Administration.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 - 47

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters failing within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matteror matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/13/01 , ~~2000~~, that an Executive Session closed to the public shall be held on 3/13/01 ,~~2000~~ at 8:55 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

Eddie Campbell, Jr.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

RESOLUTION NO. 2001 - 48

A RESOLUTION AUTHORIZING AN AGREEMENT FOR COMMERCIAL DRIVER'S LICENSE TESTING PROGRAM.

WHEREAS, the need exists for a Commercial Driver's License Testing Program; and

WHEREAS, employees holding CDL'S must be tested annually and a resolution authorizing an agreement with Commerce National Risk Control is required.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of March, 2001, that

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Commerce National. in an amount not to exceed $60 per employee
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

EDDIE CAMPBELL, JR.
MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO
1 Salem Road
Willingboro, NJ 08046

CONTRACT FOR PROFESSIONAL SERVICES

RE: COMMERCE NATIONAL RISK CONTROL SERVICES TO COORDINATE ALCOHOL AND DRUG TESTING SERVICES; RESOLUTION 2001 - 48

THIS AGREEMENT made this 26TH day of February 2001, by and between **TOWNSHIP OF WILLINGBORO**, a Municipal Corporation of the State of New Jersey, hereinafter referred to as **"TOWNSHIP"**

And

COMMERCE NATIONAL RISK CONTROL SERVICES, of 17000 Horizon Way, PO Box 1567, Mt. Laurel, NJ 08054, hereinafter referred to as **"CONTRACTOR"**

W I T N E S S E T H :

WHEREAS, Township Council has authorized the execution of a Professional Services Contract with COMMERCE NATIONAL RISK CONTROL SERVICES., 17000 Horizon Way, PO Box 1567, Mt. Laurel, NJ 08054, pursuant to Resolution No. 2001 - 48, duly adopted by the Governing Body on Mar 27, _____, 2001; and

WHEREAS, the "CONTRACTOR" is experienced in and capable of providing such services; and

WHEREAS, the Municipal Treasurer has certified the availability of funds for the within Contract; and

WHEREAS, the Township Solicitor of the TOWNSHIP OF WILLINGBORO has determined that the within Contract is a valid Contract for Professional Services which may be awarded without competitive bidding, in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, it is agreed as follows:

1. **SCOPE OF SERVICES:** "TOWNSHIP" hereby employs and retains the services of "CONTRACTOR", for the term hereinafter specified, to provide such services to "TOWNSHIP" as specially set forth in certain specifications from "CONTRACTOR", which is attached hereto as Exhibit "A" and which is incorporated herein by reference and made a part hereof.

2. **TERM**: This Contract shall be for specific services set forth in Exhibit "A" which shall be performed from January 1, 2001 to December 31, 2001. Time shall be strictly of the essence.

3. **COMPENSATION**: In consideration of performing those services provided in Exhibit "A" attached, "TOWNSHIP" agrees to pay "CONTRACTOR or its agent (Pogue Inc. t/a Pogue Safety and Health Consortium)" the following sums payable in the following manner: See Exhibit "B" attached hereto and made a part thereof.

Unless provided elsewhere in the contract documents, sum due to "CONTRACTOR" during the term of this Contract shall be paid upon the "CONTRACTOR" or its agent (Pogue Inc. t/a Pogue Safety and Health Consortium) submitting properly executed vouchers and upon the approval of such by the Governing Body thereof. All such requests for progress payments shall be in accordance with the rules, regulations and customary procedures established by "TOWNSHIP". Such vouchers will, under normal circumstances, be processed and paid by "TOWNSHIP" within forty five (45) days of receipt. Any provision in "CONTRACTOR'S" proposal to the contrary is herewith deemed superseded.

However, no services shall be rendered, nor charges made, which exceed either the purchase order amount or the amount appropriated for such services in the Municipal Budget.

4. **INDEPENDENT CONTRACTOR STATUS; CONTRACTOR TO PROVIDE INSURANCE**: The services to be provided by "CONTRACTOR" shall be performed as an Independent Contractor. It is understood, agreed and acknowledged that "CONTRACTOR" is not an employee of "TOWNSHIP" and shall not be considered as such for any purpose. All payments made by "TOWNSHIP" to "CONTRACTOR" pursuant to this contract shall be gross payments. No deductions shall be made therefrom for taxes for payroll deductions. "CONTRACTOR" represents and warrants that it will maintain in full force and effect workers' compensation coverage and disability coverage for all of "CONTRACTOR'S" employees.

5. **TERMINATION**: "TOWNSHIP" may terminate this contract for cause at any time, in which event, "CONTRACTOR" shall be entitled to be compensated for all services performed up to the date of termination.

6. **AFFIRMATIVE ACTION REQUIREMENTS:** "CONTRACTOR" acknowledged that this Contract must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey. Accordingly, during the term of this Contract and during the performance of all duties under this Contract, "CONTRACTOR" agrees as follows:
See Exhibit "C".

7. **AMENDMENTS**: Any amendment to this Contract must be in writing and signed by the parities hereto. Oral amendments shall have no force or effect.

8. **MISCELLANEOUS**:

   (A) This Contract shall be construed in accordance with the laws of the State of New Jersey.

   (B) This Contract shall be binding upon the parties hereto, their heirs, successors, administrators and assigns.

(C) Paragraph headings are intended solely for the convenience of the parties and shall not be used in construing the provision of the paragraph.

(D) Reference to the masculine gender shall be deemed to include all other genders. Reference to the singular shall be deemed to include the plural.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first above written.

Attest: TOWNSHIP OF WILLINGBORO

Township Clerk

By: Mayor

Attest: COMMERCE NATIONAL RISK CONTROL SERVICES

Secretary

By: Vice President

EXHIBIT "A"

I. SCOPE OF SERVICES

CONTRACTOR shall provide:

(a) An alcohol and controlled substances program for CDL drivers and other participants in compliance with 49 CFR 382 and 49 CFR 40.

(b) Policy revision and updating as needed with new regulations or adoption to circumstances and a generic policy if TOWNSHIP does not already have one.

(c) Program coordination with supervisor, designated employer representative and custodian of records.

(d) Conduct refresher training and updating on regulatory changes as requested by TOWNSHIP or as needed.

(e) Education, training and orientation for new or not previously trained CDL holders.

(f) Supervisor training for new or not previously trained supervisors.

(g) Computerized random alcohol and controlled substance testing of CDL holders and other participants with employer notification.

(h) On-site collection of HHS-5 Controlled substances Testing by DHHS Certified laboratory including certified Medical Review Officer (MRO) for the following tests:

1. Post-accident
2. Return to duty
3. Random testing
4. Reasonable suspicion

(i) On-site breath alcohol testing with approved Evidential Breath Tester (operated by Certified Breath Alcohol Technicians) for the following tests:

1. Post-accident
2. Return to duty
3. Random testing
4. Reasonable suspicion

(j) Random testing spread reasonably throughout the calendar year starting January 1, 2001 at a 25% annual rate for alcohol and a 50% annual rate for controlled substance of the CDL holders and other participants.

(k) Quarterly and annual alcohol and controlled substance report.

(l) Quality assurance reporting to the employer (assuring that facilities and certified personnel are adequate for the performance of testing services to be provided).

(m) Assurance that blind specimen testing for quality assurance purposes is complete.

(n) Verification that a secure location with controlled access is maintained for all records, information and notification, pursuant to 49 CFR 382.401.

(o) Preparation and maintenance of controlled substances report program records in compliance with DOT laws.

(p) A quarterly status report listing a breakdown of the number of employees tested for controlled substances and alcohol.

(q) Maintenance of the list of TOWNSHIP participants in the CDL program as provided by the TOWNSHIP.

(r) Invoicing to the TOWNSHIP based on the list of participants provided by the TOWNSHIP.

CONTRACTOR will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit CONTRACTOR from releasing to TOWNSHIP, its agents or to the officials of the DOT operating agency or any state or local officials with regulatory authority over the testing program, individual test results or from releasing individual subpoenas or court orders resulting from legal proceedings including, but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

II. TOWNSHIP RESPONSIBILITIES.

(a) TOWNSHIP shall maintain a written policy for alcohol and controlled substances testing for CDL holders and/or other municipal employees and require alcohol and drug testing services as required by 49 CFR 832.401.

(b) TOWNSHIP shall designate a representative and an alternate to whom CONTRACTOR will report test results and discuss or report other information.

(c) TOWNSHIP acknowledges that necessary certification procedures may be dependent upon cooperation by TOWNSHIP representatives, tested individuals and/or personal physicians and/or health care providers that may process vital medial history information.

(d) TOWNSHIP acknowledges that a positive confirmatory alcohol test result equal to or greater than 0.04 does not necessarily indicate that a tested individual is an alcoholic. TOWNSHIP acknowledges that a confirmed and medically reviewed positive controlled substances test result does hot necessarily indicate that a tested individual is an addict.

(e) TOWNSHIP must notify CONTRACTOR of any additions and/or deletions of municipal random selection pool(s) and/or other municipal employees as required for the CDL Pool within ten (10) working days.

EXHIBIT "B"

TOWNSHIP agrees to pay CONTRACTOR or its agent (Pogue, Inc. t/a Pogue Safety and Health Consortium) the sum of $58.00 per CDL holder or other participants. Payment terms are net thirty (30) days after the date of any invoice.

TOWNSHIP may authorize CONTRACTOR to request specific information and to order additional tests as necessary or appropriate related to drug and alcohol tests performed on TOWNSHIP CDL holders and agrees to pay additional costs and/or charges related to such information, request(s) and/or additional tests performed.

Reporting of results to TOWNSHIP by CONTRACTOR, if applicable, will be by facsimile transmission, electronic transmission or first class US mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

SIGNIFICANT CHANGE IN SERVICES PROVIDED

If during the term of this Contract there are significant changes mandated by federal or state law, both parties agree to renegotiate the services and fees thereby affected by said change(s).

EXHIBIT "C":
P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTON LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes

and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

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

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

Submitted by
Name of Firm: COMMERCE NATIONAL RISK CONTROL SERVICES

By: Paul Oswald

Title: VP

Date: 2/27/01

RESOLUTION NO. 2001 – 49

A RESOLUTION MODIFYING LISTING OF
COUNCIL MEETING DATES.

WHEREAS, by Resolution No. 2001 – 7, Willingboro Township Council Established meeting dates, times and places; and

WHEREAS, said resolution may be amended to modify said listing;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of The Township of Willingboro assembled in public session this ....27...day of MAY, 2001., that the list of meeting dates be amended as follows:

See Attached.

BE IT FURTHER RESOLVED, that the Township Clerk give notice hereof Pursuant to the Open Public Meetings Act.

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk

COUNCIL PUBLIC MEETING SCHEDULE
FOR 2001 (subject to change)

DATE	PARK	PROPOSED LOCATION
APRIL 3RD	PENNYPACKER	PENNYPACKER SCHOOL
MAY 1ST	HAWTHORNE/ GARFIELD NORTH	HAWTHORNE SCHOOL
JUNE 6TH	MILLBROOK	MCGINLEY SCHOOL
JULY 3RD	SOMERSET/FAIRMOUNT STATESMAN	CAMPBELL SENIOR APT.
AUGUST 7TH	RITTENHOUSE	RITTENHOUSE COMM. CENTER
SEPT. 4TH	GARFIELD/GARFIELD EAST	GARFIELD EAST SCHOOL
OCT. 2ND	BUCKINGHAM PARK	BOOKBINDER
NOV. 7TH	TWIN HILLS	TWIN HILLS SCHOOL
DEC. 4TH	COUNTRY CLUB/ WINDSOR/DEER PARK	VFW

Township of Willingboro
Memorandum

To: The Honorable Mayor and Township Councilors
From: Denise M. Rose, Acting Township Manager
Date: February 12, 2001
Re: Items for February 13, 2001 Conference Meeting

Item One:

Jeremy Duncan has attained the rank of Eagle Scout. Council may recall that he organized a program to remove debris and plant growth at Willingboro Lakes Nature Preserve as his service project. An Eagle Scout Court of Honor will held on Saturday March 24, 2001 at 10:30 a.m. at St. Luke's Lutheran Church. Council members are invited to attend the ceremony. Jane E. Clark, Chair of the Court of Honor sub-committee of Troop 111 would like to know if Council would like to make a presentation at the ceremony.

Item Two

Revised Council Public Meeting Schedule (all meetings start at 7:00 P.M.)

Date	**Park**	**Proposed Location**
April 3, 2001	Pennypacker	Pennypacker School
May 1, 2001	Hawthorne & Garfield North	Hawthorne or MLK Schools
June 6, 2001	Millbrook	McGinley School
July 3, 2001	Somerset, Fairmont Statesman	Campbell Senior Housing Complex - ?
August 7, 2001	Rittenhouse	Rittenhouse Association Offices ?
September 4,2001	Garfield and Garfield East	Garfield East School
October 2, 2001	Buckingham Park	Bookbinder School
November 1, 2001	Twin Hills	Twin Hills School
December 4, 2001	Country Club, Windsor Deer Park	VFW D.K.

835-8764

The Clean Sweep Program will target the above neighborhoods two weeks prior to the public meeting.

Council members will be afforded the opportunity to tour the neighborhood in which the meeting will be held, on the Township Senior Surrey. Meet at the municipal complex at 5:30 P.M. to board the surrey. Township employees involved in the sweep program will conduct the tours.

In order to promote a dialogue Council might want to develop a set of questions to pose to residents concerning the future of the Township. These conversations could assist Council in developing a strategic plan for the community's re-development.

Does Council wish to eliminate the Conference Meeting and start the public meeting at 7:00 p.m. or reduce the time devoted to the conference meeting and start the public meeting at 7:30 p.m. or 8:00 p.m.

Item Three

I have enclosed a memorandum from Robert Thwaites, Chair of the Human Relations Commission. He reports that the commission has been unable to hold election for officers to date because there has not been a quorum at any meetings this year. He asks Council to consider reducing the size of the Commission to those members who attend meetings on a regular basis so that it can conducts it business.

Item Four

Invitation to the First Olympic Gold Star Gala for Council has been received. This gala is being held to raise funds for the restoration of the Carl Lewis Track at Willingboro High School the Committee requests Council support of this event.

Item Five

The Disabled American Veterans have submitted a letter requesting permission to solicit funds at the Municipal Complex during its "Forget-me-not" Drive to be held April 23-28. Funds will be used to support its health and welfare fund.

Item Six

Township offices generally close at approximately 1:00 p.m. on the workday prior to Christmas and are of course closed on Christmas day. This year Christmas falls on a Tuesday and the office would be normally be open Monday. Rather than have a two day off , one-half day on and one day off, Township employees would like to exchange the Veterans Day Holiday for Christmas Eve and have a four day 'weekend'. The Township did a similar thing in 1997. Christmas fell on a Thursday and the Township exchanged Veterans Day for the day after Christmas (Friday).

Executive Session for personnel and negotiations

WILLINGBORO PUBLIC SCHOOLS
WILLINGBORO, NEW JERSEY

APPLICATION FOR USE OF SCHOOL FACILITIES

SCHOOL REQUESTED: SEE ATTACHED

DATE REQ: SEE ATTACHED

NAME OF ORGANIZATION: W'BORO TWP. COUNCIL

PERSON RESPONSIBLE: RHODA LICHTENSTADTER

ADDRESS: ONE SALEM ROAD

TELEPHONE: 877-2200 Ext. 6202

INSURANCE CO: PMM - JIF (See Attached Cert.)

EVENING #:

PROGRAM PLANNED: COUNCIL MEETINGS (Be Specific)

WILL ADMISSION BE CHARGED? YES (NO)

LIVE ENTERTAINMENT? YES (NO)

NAME OF ENTERTAINER(S) N/A

SIZE OF AUDIENCE N/A

NUMBER OF CHAPERONES N/A

WAS POLICE AID REQUESTED? YES (NO) (If yes, include documentation.)

TIME GUIDELINES REQUESTED

OPEN BLDG.: 6:30 ~~a.m.~~/p.m. ACTIVITY BEGINS: 7:00 ~~a.m.~~/p.m. CLOSE BLG 11:00 p.m.

PREPARATION DATE: TIME: a.m./p.m. END a.m./p.m. number in activity: N/A

ACTIVITY LOCATION	(CIRCLE ONE)	SEATING ARRANGEMENT (CIRCLE ONE)
AUDITORIUM	KITCHEN FACILITIES	ASSEMBLY STYLE
CAFETERIA	LOCKER ROOM	BLEACHERS
CLASSROOM	(MULTI-PURPOSE ROOM)	CAFETERIA STYLE
CONF ROOM	QUAD ROOM	OTHER
GYM	STAGE	
	OTHER	

By affixing my signature below, I agree that I have received and read and will comply with the rules and regulations set forth by the Willingboro Board of Education.

SIGNATURE - OFFICER OF ORGANIZATION

SAME AS ABOVE
ADDRESS - OFFICER OF ORGANIZATION

INSURANCE CERTIFICATE AND FIRE PERMIT MUST BE ATTACHED

TIME DATE STAMPED FOR INTERNAL USE ONLY F/C INITIAL

CHIEF ACCOUNTANT'S APPROVAL

FULL SIGNATURE REQUIRED
verbal affirmation is unacceptable.

DATE

COMMENTS IF DISAPPROVED

white - Approval yellow - Facilities pink - Chief Accountant goldenrod - Applicant

Item Two

Revised Council Public Meeting Schedule (all meetings start at 7:00 P.M.)

Date	Park	Proposed Location
April 3, 2001	Pennypacker	Pennypacker School
May 1, 2001	Hawthorne & Garfield North	Hawthorne or MLK Schools
June 6, 2001	Millbrook	McGinley School
July 3, 2001	Somerset, Fairmont Statesman	Campbell Senior Housing Complex
August 7, 2001	Rittenhouse	
September 4,2001	Garfield and Garfield East	
October 2, 2001	Buckingham Park	
November 1, 2001	Twin Hills	
December 4, 2001	Country Club, Windsor Deer Park	

APH 1103 Lindy Oak Rd 105- Vinson 8843

FRANK HAR- VFW-Jim 870- ~~[illegible]~~ Comm Kirby.

1360- Linda

Rittenhouse Park Assoc

WM

TOWNSHIP OF WILLINGBORO

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

March 2, 2001

Mr. Frank Haas
American Affordable Housing
1103 Laurel Oak Road
Voorhees, New Jersey 08043

Dear Mr. Haas:

This is to confirm our telephone conversation of March 1, 2001, and the request I made on behalf of Township Council, to hold its public meeting of July 3, 2001 in the Campbell Senior Housing Complex.

The meeting would begin at 7 p.m. and hopefully would not last past 10 p.m.

Thank you very much in advance for your cooperation in this matter and I look forward to hearing from you shortly.

Sincerely,

Rhoda Lichtenstadter, RMC
Township Clerk
rl

WILLINGBORO PUBLIC SCHOOLS
WILLINGBORO, NEW JERSEY

APPLICATION FOR USE OF SCHOOL FACILITIES

SCHOOL REQUESTED: SEE ATTACHED

DATE REQ: SEE ATTACHED

NAME OF ORGANIZATION: W'BORO TWP. COUNCIL

PERSON RESPONSIBLE: RHODA LICHTENSTADTER

ADDRESS: ONE SALEM ROAD

TELEPHONE: 877-2200 Ext. 6202

INSURANCE CO: PMM - JIF (See Attached Cert.)

EVENING #:

PROGRAM PLANNED: COUNCIL MEETINGS (Be Specific)

RECEIVED MAR 15 2001 OFFICE OF THE TOWNSHIP CLERK WILLINGBORO, NEW JERSEY

WILL ADMISSION BE CHARGED? YES (NO)

LIVE ENTERTAINMENT? YES (NO)

NAME OF ENTERTAINER(S) N/A

SIZE OF AUDIENCE N/A

NUMBER OF CHAPERONES N/A

WAS POLICE AID REQUESTED? YES (NO) (If yes, include documentation.)

TIME GUIDELINES REQUESTED

OPEN BLDG.: 6:30 ~~a.m.~~/p.m. ACTIVITY BEGINS: 7:00 ~~a.m.~~/p.m. CLOSE BLG 11:00 p.m.

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CLASSROOM	(MULTI-PURPOSE ROOM)	CAFETERIA STYLE
CONF ROOM	QUAD ROOM	OTHER
GYM	STAGE	
	OTHER	

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CHIEF ACCOUNTANT'S APPROVAL

FULL SIGNATURE REQUIRED
verbal affirmation is unacceptable.

DATE 3/14/01

COMMENTS IF DISAPPROVED

white- Approval yellow - Facilities pink - Chief Accountant gold - Applicant

Re use of in Dec

VEW

Post Commander
Lorenzo Foster
15 Meadowbrook Place
Willingboro

Phone: 871-2994

Micky
Warren
871-3194

Dec
#

WILLINGBORO PUBLIC SCHOOLS
WILLINGBORO, NEW JERSEY

APPLICATION FOR USE OF SCHOOL FACILITIES

SCHOOL REQUESTED: SEE ATTACHED

DATE REQ: SEE ATTACHED

NAME OF ORGANIZATION: W'BORO TWP. COUNCIL

PERSON RESPONSIBLE: RHODA LICHTENSTADTER

ADDRESS: ONE SALEM ROAD

TELEPHONE: 877-2200 Ext. 6202

INSURANCE CO: PMM - JIF (See Attached Cert.)

EVENING #:

PROGRAM

PROGRAM PLANNED: COUNCIL MEETINGS
(Be Specific)

WILL ADMISSION BE CHARGED? YES (NO)

LIVE ENTERTAINMENT? YES (NO)

NAME OF ENTERTAINER(S) N/A

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RESOLUTION NO. 2001 -50

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters failing within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matteror matters be discussed at a public meeting

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/27, 2000, that an Executive Session closed to the public shall be held on 3/27, 2001 at 8:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

MAYOR

ATTEST:

Rhoda Lichtenstadter, RMC
Township Clerk