

RESOLUTION NO. 2002 - 51

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR PARAMOUNT ENTERPRISES, INC. FOR 2000 CONCRETE REPAIRS PROJECT

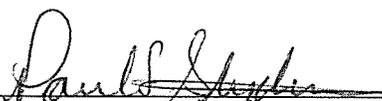
WHEREAS, Willingboro Township Council, by Resolution No. 2001 – 95 awarded a contract to Paramount Enterprises, Inc. in the amount of \$87,750.00; and

WHEREAS, the Engineer states that the contractor will have no further charges for this project and has submitted a change order to adjust the amount of the contract in accordance with the spreadsheet; 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 2<sup>nd</sup> day of April, 2002, as follows:

1. Change Order No. 1 increases items 4 and 6 of spreadsheet by \$7,171.20
2. Change Order No. 1 decreases items 1, 2, 3, 5 and 7 of spreadsheet by \$14,348.90
3. Change Order No. 1 decreases the original contract by 8.20%
4. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information and attention.

  
PAUL L. STEPHENSON  
MAYOR

ATTEST:



Marie Annese, RMC

Township Clerk

*CHANGE ORDER NO.* 1 (FINAL)

Contractor Paramount Enterprises, Inc.  
Address P.O. Box 1505  
Bellmawr, NJ 08031

Date March 18, 2002  
Project No. 2000-39-33  
2000 Concrete Repairs 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. This change order adjusts the contract to the as-built quantities installed.

**EXTRA**

No.	Description	Quantity	Unit Price	Amount
4	Reconstruct 6" R.C. Drive Apron	8.5 SY	\$75.00	\$637.50
6	Concrete Curb	435.58 LF	\$15.00	\$6,533.70
				<u>\$7,171.20</u>

**REDUCTION**

No.	Description	Quantity	Unit Price	Amount
1	Reconstruct 4" Conc. Sidewalk	138 SY	\$58.00	\$8,004.00
2	Reconstruct 4" Conc. Sidewalk with Gas Valve	41.2 SY	\$48.00	\$1,977.60
3	Reconstruct 6" Sidewalk	56.1 SY	\$63.00	\$3,534.30
5	6" R.C. Handicapped Ramps	8.2 SY	\$75.00	\$615.00
7	Dense Graded Aggregate (IAWD)	43.6 CY	\$5.00	\$218.00
				<u>\$14,348.90</u>

Amount of Original Contract..... \$87,570.00

Carl A. Turner 3/26/02  
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..... \$7,171.20

Paul J. Stephenson 4/3/02  
Mayor Date

Reduction..... \$14,348.90

Paramount Enterprises, Inc.  
Contractor

Adjusted Amount of Contract..... \$80,392.30

William V. Vase 3-26-02  
By: Signed Date

Change in Contract..... (- 8.20) %

CHANGE ORDER NO. 1 (FINAL)

Contractor Paramount Enterprises, Inc.  
 Address P.O. Box 1505  
Bellmawr, NJ 08031

Date March 18, 2002  
 Project No. 2000-39-33  
2000 Concrete Repairs Project  
Willingboro Township

Gentlemen:

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Carl A. Turner 3/26/02  
 Carl A. Turner, PE - Township Engineer Date

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Willingboro Township  
 Municipality

Supplemental..... \$0.00

Extra..... \$7,171.20

Paul S. Sypstern 4/3/02  
 Mayor Date

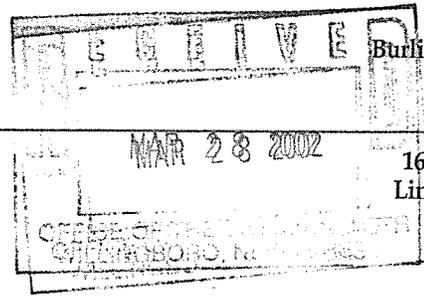
Reduction..... \$14,348.90

Paramount Enterprises, Inc.  
 Contractor

Adjusted Amount of Contract..... \$80,392.30

William Hope 3-26-02  
 By: Signed Date

Change in Contract..... (- 8.20) %



March 25, 2002

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

Robert W. Lord, PE & LS, PP

Raymond L. Worrell, II, PE & LS, PP, CME

Thomas J. Miller, PE, PP, CME

Jeffrey S. Richter, PE, PP

Mark E. Malinowski, PE

Ms. Denise Rose, Township Manager  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

John P. Augustino

Stephen L. Berger

Gerald J. DeFelicis, Jr., CLA, PP, AICP

Barry S. Dirkin

Carl A. Turner, PE

RE: 2000 Concrete Repairs Project  
Estimate No. 5 & Change Order No. 1 (Final)  
Township of Willingboro  
LAWB File No. 2000-39-33

Dear Ms. Rose:

Patrick J. Ernis, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Surbachan Sethi, PE

Mary Zube, LS

This is to certify that Paramount Enterprises, Inc., P.O. Box 1505, Bellmawr, New Jersey 08031 has completed work on the 2000 Concrete Repairs Project and is therefore entitled to payment in the amount of

***Fourteen Thousand Seven Hundred and Two Dollars and 11/100 (\$14,702.11)***

This is in accordance with the attached spreadsheet and Change Order No. 1.

Should you have any questions, please do not hesitate to call.

Consultants

Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP

Theresa McGettigan - Miller, CPRP, M.Ed.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

Carl A. Turner, PE  
Township Engineer

CAT: dac

Enclosures

Cc: William Vespe, President - Paramount Enterprises, Inc.  
John Augustino, LAWB Director of Inspections

2000-39-33MISCPARTIALEST-5-FINAL-M25.DOC (02)

Partial Estimate No. 5

\* 2000 CONCRETE REPAIRS PROJECT  
 \* Willingboro Township  
 S LAWB File No. 2000-39-33  
 U PARAMOUNT ENTERPRISES, INC.

Through  
3/18/02

Item	Description	Quantity	Unit Price	Original Amount Bid	Adjusted Contract Amount	Units Built	CONTRACT Amount Earned
1	Reconstruct 4" Concrete Sidewalk	872 SY	\$58.00	\$50,576.00	50,576.00	734.00 SY	42,572.00
2	Reconstruct 4" Concrete Sidewalk with Gas Valve	156 SY	\$48.00	\$7,488.00	7,488.00	114.80 SY	5,510.40
3	Reconstruct 6" Sidewalk	242 SY	\$63.00	\$15,246.00	15,246.00	185.90 SY	11,711.70
4	Reconstruct 6" R.C. Drive Apron	112 SY	\$75.00	\$8,400.00	8,400.00	120.50 SY	9,037.50
5	6" Reinforced Concrete Handicapped Ramps	18 SY	\$75.00	\$1,350.00	1,350.00	9.80 SY	735.00
6	Concrete Curb	284 LF	\$15.00	\$4,260.00	4,260.00	719.58 LF	10,793.70
7	Dense Graded Aggregate (IAWD)	50 CY	\$5.00	\$250.00	250.00	6.40 CY	32.00
<b>TOTALS&gt;</b>				87,570.00	87,570.00		80,392.30

Total Amount Earned	\$80,392.30
Less Amount Previously Pd	\$65,690.19
Less 0% Retainage	\$0.00
Amount Due	\$14,702.11

CHANGE ORDER NO. 1 (FINAL)

Contractor Paramount Enterprises, Inc.

Date March 18, 2002

Address P.O. Box 1505

Project No. 2000-39-33

Bellmawr, NJ 08031

2000 Concrete Repairs Project

Willingboro Township

Gentlemen:

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Amount of Original Contract..... \$87,570.00

Carl A. Turner 3/26/02  
Carl A. Turner, PE - Township Engineer Date

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Willingboro Township  
Municipality

Supplemental..... \$0.00

Extra..... \$7,171.20

Paul S. Stephenson 4/2/02  
Mayor Date

Reduction..... \$14,348.90

Paramount Enterprises, Inc.  
Contractor

Adjusted Amount of Contract..... \$80,392.30

By: William J. [Signature] 3-26-02  
Signed Date

Change in Contract..... (- 8.20) %

RESOLUTION NO. 2002- 52

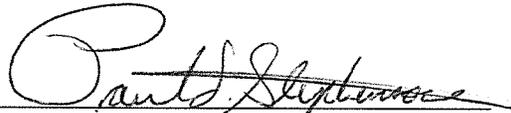
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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 2nd day of April, 2002, 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.



PAUL L. STEPHENSON  
MAYOR

ATTEST:



Marie Annese, RMC  
Township Clerk

FIRST AMERICAN REAL ESTATE TAX SERVICE 3445 WINTON PLACE SUITE 219 ROCHESTER, NEW YORK 14692 BLOCK 234 LOT 3 12 BOXWOOD LANE OVERPAYMENT TAXES	\$682.59
CATHOLIC CHARITIES 383 WEST STATE STREET PO BOX 1423 TRENTON, N.J. 08607-1423 BLOCK 901 LOT 163 23 RIVERVIEW PLACE 100% EXEMPT	215.79
MITCHELL, BASIL & HYACINTH 9 ECHO LANE BLOCK 805 LOT 10 9 ECHO LANE PAID IN ERROR	58.88
COUNTRYWIDE PO BOX 10211 VAN NUYS, CA 91410-0211 BLOCK 109 LOT 15 92 SHAWMONT LANE OVERPAYMENT TAXES	588.16
NELDA MITCHELL 66 PINETREE LANE BLOCK 325 LOT 3 66 PINETREE LANE OVERPAYMENT TAXES	31.16
FIRST AMERICAN REAL ESTATE TAX SERVICE STE-300 333 EARLE OVINGTON BLVD. UNIONDALE, NY 11553 BLOCK 414 LOT 13 37 CRESCENT ROAD OVERPAYMENT TAXES	244.20
ELIZABETH ARGUST 6 GRAYSON CIRCLE BLOCK 727 LOT 37 6 GRAYSON CIRCLE SENIOR CITIZEN DEDUCTION	250.00

LERETA CORP 940.91  
1123 SOUTH PARKVIEW DRIVE  
COVINA, CA. 91724  
BLOCK 1019.01  
LOT 10  
3 NASSAU DRIVE  
OVERPAYMENT TAXES

FIDELITY NATIONAL TAX SERVICE 15.75  
ATTN: ERIKA GONZALEZ  
222 EAST HUNTINGTON DRIVE #20  
MONROVIA, CAL. 91016  
BLOCK 732  
LOT 13  
23 GALLAWAY LANE  
OVERPAYMENT TAXES

ELLIS, HENRY & HANNAH 601.52  
64 MIDVALE LANE  
BLOCK 519  
LOT 13  
64 MIDVALE LANE  
100% EXEMPT

WILLINGBORO TAX REDEMPTION 906.21  
1 SALEM ROAD  
WILLINGBORO, N.J. 08046  
BLOCK 725  
LOT 14  
26 GARNER LANE  
OVERPAYMENT TAXES

WILLINGBORO TOWNSHIP 852.88  
TAX REDEMPTION ACCOUNT  
BLOCK 1018  
LOT 10  
58 NEW CASTLE LANE  
OVERPAYMENT TAXES

**TOWNSHIP OF WILLINGBORO**

**Resolution No. 2002 - 53**

**A Resolution Appointing a Township Clerk and Fixing the Compensation in Accordance with the Salary Ordinance of the Township of Willingboro.**

Whereas, a vacancy exists in the Office of Township Clerk as a result of the retirement of Ms. Rhoda Lichtenstadter, and

Whereas, the Township Council is required by N.J.S. 40A:9-133 to appoint a qualified person to a three year term as Township Clerk, and

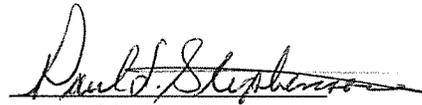
Whereas Marie Annese holds a certificate as a Registered Municipal Clerk; and

Whereas, it is appropriate for the Township Council to appoint a Township Clerk,

Now, Therefore, Be It Resolved, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of April, 2002, that Marie Annese, RMC, be and hereby is appointed as Township Clerk of the Township of Willingboro effective April 2, 2002 and for a term of three (3) years as provided by N.J.S. 40A:9-133, and

Be It Further Resolved that Marie Annese as Township Clerk shall be compensated in accordance with the Willingboro Township Salary Ordinance, and

Be It Further Resolved that copies of this Resolution shall be provided to Marie Annese, the Township Manager and the Chief Financial Officer for their information and attention.

  
Paul L. Stephenson  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

RESOLUTION NO. 54 - 2002

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 falling 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.
  
- X (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 matter or matters be discussed at a public meeting.

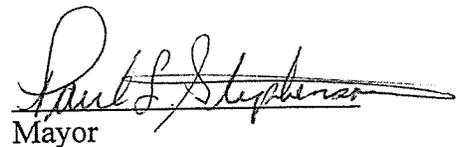
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on April 2, 2002, that an Executive Session closed to the public shall be held on April 2, 2002, at 7:45 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific item(s) 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.

Attest:



Marie Annese, RMC



Mayor

RESOLUTION NO. 2002 - 55

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO TO JOIN THE REGIONAL EFFICIENCY DEVELOPMENT INCENTIVE (REDI) PROGRAM – SHARED SERVICE SOLID WASTE

Whereas, the governing body of the Township of Maple Shade and the Townships of Edgewater Park, Burlington City, Burlington, Medford, Eastampton, Willingboro, Wrightstown, Bordentown, Delran, Lumberton, Mount Laurel, Evesham and Riverside have agreed to apply for a Regional Efficiency Development Incentive (REDI) Grant through the State of New Jersey REDI Program in the amount of \$98,876.00; and

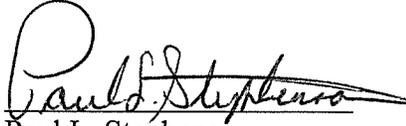
Whereas, the Township of Maple Shade has agreed to be the lead agency in this program; and

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 multi dwelling solid waste services.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that the Township of Willingboro does hereby join with the Township of Maple Shade in applying for a grant for the purpose of the implementation of the results of a feasibility study that show substantial savings by joint management of multi dwelling solid waste services.

I Hereby Certify that the foregoing Resolution was adopted by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey at their meeting held in the Conference Room of the Municipal Building, One Salem Road, Willingboro, New Jersey on April 9, 2002.

  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

**TELEFAX COVER SHEET**

**TO:** Robert L. Willis

**COMPANY:** \_\_\_\_\_

**DATE:** 4/24/02

**TO FAX NO.** 1-856-722-1150

**FROM:** Marie Annese EXT. 6202 PAGES 2

**SUBJECT:** Res 2002-#55 - REDI

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR YOUR INFORMATION**  **PLEASE RESPOND** \_\_\_\_\_

**THANK YOU.**  


**REGIONAL EFFICIENCY DEVELOPMENT INCENTIVE (REDI)  
PROGRAM SOLID WASTE SERVICE**

**Resolution # \_\_\_\_\_**

**WHEREAS**, the Governing Body of the Township of Maple Shade and the Townships of Edgewater Park, Burlington City, Burlington, Medford, Easthampton, Willingboro, Wrightstown, Bordentown, Delran, Lumberton, Mount Laurel, Evesham and Riverside have agreed to apply for a Regional Efficiency Development Incentive (REDI) Grant through the State of New Jersey REDI Program in the amount of \$98,876.00; and

**WHEREAS**, the Township of Maple Shade has agreed to be the lead agency in this program; 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 multi dwelling solid waste services.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of \_\_\_\_\_, County of Burlington, State of New Jersey that the Township of \_\_\_\_\_ does hereby join with the Township of Maple Shade in applying for a grant for the purpose of the implementation of the results of a feasibility study that show substantial savings by joint management of multi dwelling solid waste services.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of \_\_\_\_\_, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Building, \_\_\_\_\_, \_\_\_\_\_, New Jersey \_\_\_\_\_ on April --, 2002.

AVR Resource Group, LLC

45 Deanz Drive, Mount Laurel, NJ 08054

Phone: 856 722-9797 — Fax: 856 722-1150

email: rwillis@avrchoice.com

**Fax Cover Sheet**

To *Denise Rose*

Fax No. *609 835-0782*

From *Robert L. Willis*

Date/Time *Wednesday, March 27, 2002*

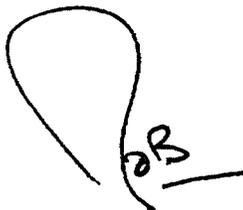
Subject *Specimen Resolution for REDI Grant Implementation Funds*

Pages *2, including this one*

*Enclosed as promised a specimen resolution for the REDI Grant. Please mail to George Haeuber or call me and I will pick it up.*

*We want to file the Grant by the 18th.*

*Thanks,*



**Resolution No. 2002 - 56**

**A Resolution Appointing a Deputy Township Clerk and Fixing the Compensation in Accordance with the Salary Ordinance of the Township of Willingboro.**

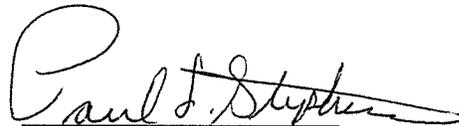
Whereas, a vacancy exists in the Office of Township Clerk as a result of the appointment of former Deputy Township Clerk to Township Clerk; and

Whereas, it is appropriate for the Township Council to appoint a Deputy Township Clerk,

Now, Therefore, Be It Resolved, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of April, 2002, that Edith Baldwin be and hereby is appointed as Deputy Township Clerk of the Township of Willingboro effective April 2, 2002 through December 31, 2002; and

Be It Further Resolved that Edith Baldwin as Deputy Township Clerk shall be compensated in accordance with the Willingboro Township Salary Ordinance<sup>12C</sup> and \$38,232.00

Be It Further Resolved that copies of this Resolution shall be provided to Edith Baldwin, the Township Manager and the Chief Financial Officer for their information and attention.



Paul L. Stephenson  
Mayor

Attest:



Marie Annese, RMC  
Township Clerk

RESOLUTION NO. 2002 – 5 7

A RESOLUTION AUTHORIZING A CHANGE ORDER  
FOR CROXTON COLLABORATIVE – LIBRARY AT TOWN CENTER

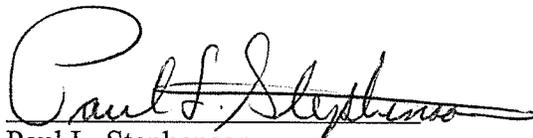
WHEREAS, Willingboro Township Council has contracted with Croxton Collaborative Architectural Services for work to be done for the Library at the Town Center (contract between Township of Willingboro, ReNewal Realty and Croxton Collaborative Architects dated December 20, 1999); and

WHEREAS, the Remington & Vernick Engineers have submitted a standard request for additional services authorization, change order, to increase the contract to include the items listed in the attached paperwork; 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 9<sup>th</sup> day of April, 2002, as follows:

1. The change order #1 adjusts the contract to include the items listed in the attached which amount to \$4,080.00. Adjustment of contract to provide for certification of steel.
2. Change Order No. 1 adjusts the current approved (\$58,000.) contract to increase the amount by \$4,080 for a total of \$62,080.00.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.



Paul L. Stephenson  
Mayor

Attest:



Marie Annese, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

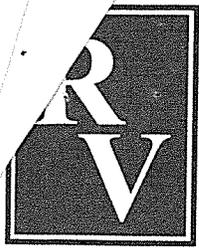
I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township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

Cropton Collaborative (CONTRACT BETWEEN TOWNSHIP AND REBECCAH REALTY AND CROPTON)

The money necessary to fund said contract is in the amount of \$ 4,080.00 <sup>INCREASE OF</sup> and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 604-55-900-002-916. These funds are not being certified as being available for more than one pending contract.

  
\_\_\_\_\_  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

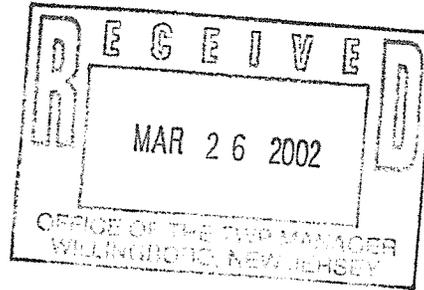


# REMINGTON & VERNICK ENGINEERS

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

March 25, 2002

Ms. Denise Rose, Township Manager  
Willingboro Township  
One Salem Road  
Willingboro, NJ 018436



Re: Library at Town Center  
Architectural Services Authorization #9  
R&V File #0338A001

Dear Ms. Rose:

Enclosed, please find a copy of Croxton Collaborative Architect's ASA #9 for the above referenced project. The additional design work was required due to unforeseen structural conditions with the existing building. Remington & Vernick Engineers has reviewed the change order for appropriateness under the contract documents and verified the costs as reasonable and just. We therefore recommend approval in the following amount:

Total \$4,080.00

Our office recommends payment is forwarded *only* upon receipt of signed and sealed letter from Maitra Associates providing assurance that the existing building columns are in sufficient condition and are sized to support the additional steel beam and roof loads, without column reinforcement.

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,  
REMINGTON & VERNICK ENGINEERS, INC.

Matthew L. Taylor  
Project Manager

Enclosure (s)

cc: Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager, Steve Jaffe, Renewal Realty, Doug Kot, Croxton Collaborative Architects, Joe O'Neill, Sweetwater Construction Corp.

100 Years of Excellence



# TOWNSHIP OF WILLINGBORO

ONE SALEM ROAD  
WILLINGBORO, NJ 08046

## FAX TRANSMISSION

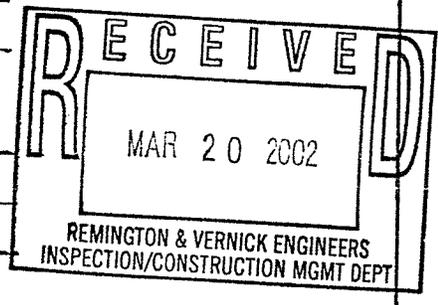
TO:       Matt Taylor      

FAX #:       856-795-3684      

DATE:       3-20-02      

TIME: \_\_\_\_\_

NUMBER OF PAGES:       4      



FROM: DENISE M. ROSE  
TOWNSHIP MANAGER

PHONE: (609) 877-2200 EXT. 6200

FAX #: (609) 835-0782

IF YOU DO NOT RECEIVE ALL THE PAGES IN THIS FAX, PLEASE CALL.

REMARKS: < > URGENT  FOR YOUR REVIEW

< > REPLY  PLEASE COMMENT

advice

DM Rose

< > ORIGINAL TO FOLLOW IN THE MAIL

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

**STANDARD REQUEST FOR ADDITIONAL SERVICES AUTHORIZATION**

**Project:** Willingboro Library, Willingboro Town Center, Willingboro, NJ  
**Contract Reference:** Contract between Township of Willingboro, ReNEWal Realty & Croxtton Collaborative Architects dated 20 December 1999, Authorization #WIL-9830-ASA #9  
**Date:** 13 March 2002  
**Attn:** Denise Rose, Township of Willingboro  
 Stephen Jaffe, ReNEWal Willingboro  
**Issued:** By fax, 03/14/02 - with attached memo from Maitra Associates (2 pages)  
**Page:** 1 of 3

From time to time, Croxtton Collaborative is called upon to perform tasks that are beyond the scope of services included under the base contract. These tasks are performed as additional services. During the ongoing Library construction we have been requested to provide the following tasks:

Additional service to review, analyze and provide design corrections for the unforeseen structural conditions at the Library. The areas where structural engineering service was provided include:

- Addition of steel column and reinforced concrete footing at B-5 and D-1.
- Replacement of sections of the first floor slab area.
- Repair detail for the foundation at column L-1 and L-10
- Review and design of bridging modifications at the roof level.
- Review of the existing steel column at column L-10 that was bent.
- Repair detail for the basement ramp and stairs due to under-slab condition.
- Connection detail for W24 replacement girder at D-1.
- Masonry wall reinforcement detail at the point where the roof changes elevation.
- Review and design of repairs to six existing steel columns at grade level.

See the attached memo from Maitra Associates (2 pages) with a revised dated of 11 March 2002.

Fees required to undertake this work are listed as follows:

Maitra Associates	\$4,080
<b>Total</b>	<b>\$4,080</b>

Authorized to proceed by:

Date:

**MAITRA ASSOCIATES, P.C.**Consultants: **Engineering and Construction**

465 Union Avenue • Bridgewater, NJ 08807 • 908-722-7878 • Fax: 908-722-2499

January 22, 2002

March 11, 2002 (Revised)

Mr. Doug Kot

Croxtton Collaborative

475 Fifth Avenue, 22<sup>nd</sup> Floor

New York, N.Y. 10017

Re: Willingboro Library Project

Dear Doug:

Our review of the subject project indicates that Maitra Associates has performed structural design, analysis and/or inspection services beyond those listed in the original proposal dated September 23, 1999 and subsequent proposals. Most of the additional services are the result of unforeseen structural conditions discovered during demolition and construction through the removal of exterior walls and cleaning and addition of light on the first floor and in the basement. The additional services are as follows:

- Addition of a steel column and reinforced concrete footing in the basement at columns B-5 and D-1 where existing concrete piers exhibited wide vertical cracks.
- Replacement of sections of the first floor slab area.
- Repair detail for the foundation at column L-1.
- Review and design of bridging modifications at the roof level.
- Review of the existing steel column at column L-10 that was bent.
- Repair detail for slab-on-grade/new ramp interface at columns L-4 and L-5.
- Connection detail for W24 replacement girder at existing W24 girder at column D-1.
- Masonry wall reinforcement detail at the point where the roof changes elevation.
- Review and design of repairs to six existing steel columns at grade level.

To eliminate any confusion on our scope on this project, the following services were performed during the construction support services phase of the project and are not considered additional services:

- Review of structural steel shop drawings
- Review of foundation reinforcement shop drawings
- Review of bow window shop drawings
- Review of RFI's from contractors
- Review of controlled inspection reports
- Review of revised detail at steel column
- Revised support details for the HVAC units on the roof
- Provide documentation to support Maitra's structural engineering services
- Review contractor's RFI on the lintel support system with response memo.

03/13/2002 18:23 FAX 212 683 2799  
11/13/02 12:20 FAX 096 144 2941

CROXTON NY

TOWNSHIP MGR.

003/003

**MAITRA ASSOCIATES, P.C.**  
Consultants: Engineering and Construction

We are requesting additional funds for the additional services mentioned above as follows:

Total requested funds 48 manhours @ \$85.00/hr, =	\$4,080.00
This brings the total Maestra budget to:	
<b>Current Approved Budget</b>	<b>\$58,000.00</b>
<b>Current request as outlined above</b>	<b><u>\$4,080.00</u></b>
<b>Total Proposed Budget</b>	<b>\$62,080.00</b>

We trust the above will meet your approval. If you have any questions, please do not hesitate to contact me.

Sincerely,  
MAITRA ASSOCIATES, P.C.



John D. Beaumont, P.E.  
Manager, Structural Engineering

RESOLUTION NO. 2002-58

A RESOLUTION AUTHORIZING A CHANGE ORDER  
FOR RENEWAL ECONOMIC ADVISORS, LLC - LIBRARY AT TOWN CENTER

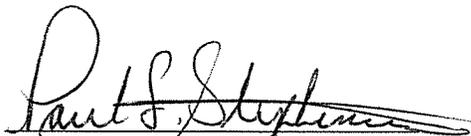
WHEREAS, Willingboro Township Council has contracted with ReNewal Economic Advisors, LLC for work to be done for the Library at the Town Center; and

WHEREAS, Remington & Vernick Engineers have submitted Change Orders Number 1 through Number 7 (\$107,520.98) to increase the contract to include the items listed in the attached paperwork; 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 9<sup>th</sup> day of April, 2002, as follows:

1. The change orders #1 through #7 adjusts the contract to include the items listed in the attached which amount to \$107,520.98.
2. Change Orders No. 1 through 7 adjust the original contract of \$5,017,260.00 to \$5,124,780.98 an increase of \$107,520.98 which represents an increase of 2%.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

  
Paul L. Stephenson  
Mayor

Attest:

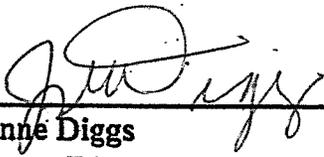
  
Marie Annese, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

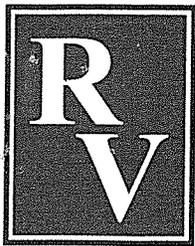
I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township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

RENEWAL ECONOMIC ADVISORS, LLC  
(WORK FOR LIBRARY AT TOWN CENTER)

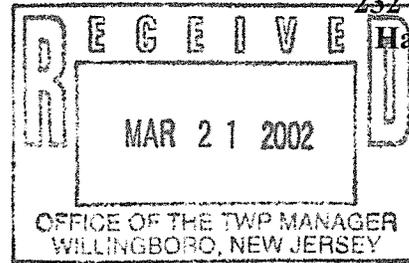
The money necessary to fund said contract is in the amount of <sup>INCREASE OF</sup> \$ 107,500.98 (27%) and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number C-04-55900-002-916. These funds are not being certified as being available for more than one pending contract.

  
\_\_\_\_\_  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor



# REMINGTON & VERNICK ENGINEERS



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

March 20, 2002

Ms. Denise Rose, Township Manager  
Willingboro Township  
One Salem Road  
Willingboro, NJ 018436

Re: Library at Town Center  
Change Orders #1-#6  
R&V File #0338A001

Dear Ms. Rose:

Attached, please find enclosed copies of executed Sweetwater Construction Corporation Change Orders #1-#6 for the above referenced project. Remington & Vernick Engineers has reviewed the change orders for appropriateness under the contract documents and verified the costs and/or credits as reasonable and just. We therefore recommend Council approve by resolution a change to the Renewal Economic Advisors, LLC contract in the following amount:

CO#1	\$ 4,683.43	Demo of failing CMU stairway wall & replace with fire-rated wall.
CO#2	\$38,022.55	Additional steel replacement & concrete deck/brick shelf repair.
CO#3	\$ 9,755.00	Additional steel beams at column lines B-G on column line #1.
CO#4	\$19,271.00	Excavate and waterproof portion of existing foundation.
CO#5	\$38,526.00	Masonry footings and steel columns to support cracked piers.
CO#6	(\$50,000.00)	Credit for savings from buyout of subcontracts to date and 145 calendar day contract time of completion extension for CO#1-#5 work and DCA permit delays.

**Total \$60,257.98 (1.2% of \$5,017,260 Sweetwater Construction Contract)**

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,  
**REMINGTON & VERNICK ENGINEERS, INC.**

Matthew L. Taylor  
Project Manager

Enclosure (s)

cc: Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager, Steve Jaffe, Renewal Realty, Doug Kai Croxton, Collaborative Architects, Joe O'Neill, Sweetwater Construction Corp.



# Prime Contract Change Order

Detailed, Grouped by Each Number

Willingboro Town Center Library  
Willingboro Town Center Library  
4382 Route # 130  
Willingboro, New Jersey 08048

Project # 100-1107 Sweetwater Construction Corporation  
Tel: 609-880-1510 Fax: 609-880-1512

Date: 9/25/01

To Contractor:  
Sweetwater Construction Corporation  
269 Prospect Plains Road  
Cranbury, New Jersey 08812

Architect's Project No:  
Contract Date:  
Contract Number: 100-1107  
Change Order Number: 001

The Contract is hereby revised by the following items:

Work to be done at Stairwell #1 Due to Unforeseen Conditions

PCO	Description	Amount
016	Demolition of CMU Stair Wall	\$ 1,338.61
017	Replacement of Stairwell Wall with Studs	\$ 3,346.82

The original Contract Value was.....	\$ 5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$ 0.00
The Contract Value prior to this Prime Contract Change Order was.....	\$ 5,017,260.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$ 4,683.43
The new Contract Value including this Prime Contract Change Order will be.....	\$ 5,021,943.43
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Croton Collaborative Architects, PC  
ARCHITECT  
475 5th Avenue  
New York, New York 10017  
Address  
By Douglas Kot  
SIGNATURE *[Signature]*  
DATE 10 Oct 2001

Sweetwater Construction Corporation  
CONTRACTOR  
269 Prospect Plains Road  
Cranbury, New Jersey 08512  
Address  
By *[Signature]*  
SIGNATURE *[Signature]*  
DATE 10/10/01

ReNEWal Willingboro  
OWNER  
One Levitt Parway  
Willingboro, New Jersey 08046  
Address  
By *[Signature]*  
SIGNATURE *[Signature]*  
DATE 10/10/01

Remington & Vernick  
PROJECT COORDINATOR  
95 Grove Street  
Haddonfield, New Jersey 08033  
Address  
By Matt Taylor  
SIGNATURE *[Signature]*  
DATE 10/16/01

Township of Willingboro  
TOWNSHIP REPRESENTATIVE  
One Salem Road  
Willingboro, New Jersey 08046  
Address  
By *[Signature]*  
SIGNATURE *[Signature]*  
DATE

# Prime Contract Change Order

Detailed, Grouped by Each Number

Willingboro Town Center Library  
Willingboro Town Center Library  
4382 Route # 130  
Willingboro, New Jersey 08048

Project # 100-1107  
Tel: 609-880-1510 Fax: 609-880-1512

Sweetwater Construction Corporation

Date: 10/30/01

To Contractor:  
Sweetwater Construction Corporation  
269 Prospect Plains Road  
Cranbury, New Jersey 08512

Architect's Project No:  
Contract Date:  
Contract Number: 100-1107  
Change Order Number: 002

The Contract is hereby revised by the following items:

Critical Path Items

PCO	Description	Amount
025	Additional Steel Required Based on Unforeseen Conditions due to fire damage	\$ 28,682.00
026	Prepare Brick Shelf along entire East side of Building	\$ 8,112.55
027	140 Sq Ft of Concrete to be In-Filled at Slab Level Based on Field Report	\$ 1,228.00

Critical Path Items

The original Contract Value was.....	\$	5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$	4,683.43
The Contract Value prior to this Prime Contract Change Order was.....	\$	5,021,943.43
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$	38,022.55
The new Contract Value including this Prime Contract Change Order will be.....	\$	5,059,965.98
The Contract duration will be changed by.....		13 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		Joe Mill 10/30/01

Croton Collaborative Architects, PC  
ARCHITECT  
475 5th Avenue  
New York, New York 10017  
Address  
By Douglas Kot  
SIGNATURE [Signature]  
DATE 20 October 2001

Sweetwater Construction Corporation  
CONTRACTOR  
269 Prospect Plains Road  
Cranbury, New Jersey 08512  
Address  
By [Signature]  
SIGNATURE [Signature]  
DATE 10/26/01

ReNEWal Willingboro  
OWNER  
One Levitt Parkway  
Willingboro, New Jersey 08046  
Address  
By [Signature]  
SIGNATURE [Signature]  
DATE 10/30/01

Remington & Vernick  
PROJECT COORDINATOR  
95 Grove Street  
Haddonfield, New Jersey 08033  
Address  
By Matt Taylor  
SIGNATURE [Signature]  
DATE 10/30/01

Township of Willingboro  
TOWNSHIP REPRESENTATIVE  
One Salem Road  
Willingboro, New Jersey 08046  
Address  
By [Signature]  
SIGNATURE [Signature]  
DATE [Signature]

*Copy -  
Dropped off  
11/27/01*

# Prime Contract Change Order

Detailed, Grouped by Each Number

**Willingboro Town Center Library**  
Willingboro Town Center Library  
4382 Route # 130  
Willingboro, New Jersey 08046

**Project # 100-1107**  
Tel: 609-880-1510

**Sweetwater Construction Corporation**  
Fax: 609-880-1512

**Date: 11/15/01**  
**To Contractor:**  
Sweetwater Construction Corporation  
269 Prospect Plains Road  
Cranbury, New Jersey 08512

**Architect's Project No:**  
**Contract Date:**  
**Contract Number: 190-1107**  
**Change Order Number: 003**

The Contract is hereby revised by the following items:  
PCO #29

PCO	Description	Amount
029	Unforeseen Conditions - Additional Steel Added Columns Lines B-G on Column Line #1	\$ 9,755.00

The original Contract Value was.....	\$	5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$	42,705.98
The Contract Value prior to this Prime Contract Change Order was.....	\$	5,059,965.98
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$	9,755.00
The new Contract Value including this Prime Contract Change Order will be.....	\$	5,069,720.98
The Contract duration will be changed by.....		4 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		

Croxton Collaborative Architects, PC

ARCHITECT  
475 5th Avenue  
New York, New York 10017

Address

By Douglas Kot

SIGNATURE [Signature]

DATE 11/20/01

Sweetwater Construction Corporation

CONTRACTOR  
269 Prospect Plains Road  
Cranbury, New Jersey 08512

Address

By

SIGNATURE [Signature]

DATE 11/29/01

ReNEWal Willingboro

OWNER  
One Levitt Parkway  
Willingboro, New Jersey 08046

Address

By

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Remington & Vernick

PROJECT COORDINATOR  
95 Grove Street  
Haddonfield, New Jersey 08033

Address

By Matt Taylor

SIGNATURE [Signature]

DATE 11/27/01

Township of Willingboro

TOWNSHIP REPRESENTATIVE  
One Salem Road  
Willingboro, New Jersey 08046

Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

*Copy of [unclear] [unclear] [unclear]*

# Prime Contract Change Order

Detailed, Grouped by Each Number

Willingboro Town Center Library  
Willingboro Town Center Library  
4382 Route # 130  
Willingboro, New Jersey 08046

Project # 100-1107 Sweetwater Construction Corporation  
Tel: 609-880-1510 Fax: 609-880-1512

Date: 12/11/01  
To Contractor:  
Sweetwater Construction Corporation  
269 Prospect Plains Road  
Cranbury, New Jersey 08512

Architect's Project No:  
Contract Date:  
Contract Number: 100-1107  
Change Order Number: 004

The Contract is hereby revised by the following items:

Excavate and Waterproof Existing Foundation

PCO	Description	Amount
033	Excavate and Waterproof Existing Foundation	\$ 19,271.00

The original Contract Value was.....	\$	5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$	52,460.98
The Contract Value prior to this Prime Contract Change Order was.....	\$	5,069,720.98
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$	19,271.00
The new Contract Value including this Prime Contract Change Order will be.....	\$	5,088,991.98
The Contract duration will be changed by.....		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		

Croxton Collaborative Architects, PC  
ARCHITECT  
475 5th Avenue  
New York, New York 10017  
Address  
By Douglas Kot  
SIGNATURE *[Signature]*  
DATE 12/18/01

Sweetwater Construction Corporation  
CONTRACTOR  
269 Prospect Plains Road  
Cranbury, New Jersey 08512  
Address  
By *[Signature]*  
SIGNATURE 12/18/01  
DATE

ReNEWal Willingboro  
OWNER  
One Levitt Parkway  
Willingboro, New Jersey 08046  
Address  
By *[Signature]*  
SIGNATURE *[Signature]*  
DATE 12/18/01

Remington & Vernick  
PROJECT COORDINATOR  
95 Grove Street  
Haddonfield, New Jersey 08033  
Address  
By Matt Taylor  
SIGNATURE *[Signature]*  
DATE 12/18/01

Township of Willingboro  
TOWNSHIP REPRESENTATIVE  
One Salem Road  
Willingboro, New Jersey 08046  
Address  
By  
SIGNATURE  
DATE

# Prime Contract Change Order

Detailed, Grouped by Each Number

**Willingboro Town Center Library**  
Willingboro Town Center Library  
4382 Route # 130  
Willingboro, New Jersey 08046

**Project # 100-1107**  
Tel: 609-880-1510 Fax: 809-880-1512

**Sweetwater Construction Corporation**

**Date: 12/18/01**  
**To Contractor:**  
Sweetwater Construction Corporation  
269 Prospect Plains Road  
Cranbury, New Jersey 08512

**Architect's Project No:**  
**Contract Date:** 6/19/01  
**Contract Number:** 100-1107  
**Change Order Number:** 005

The Contract is hereby revised by the following items:

PCO #34 and #35

PCO	Description		Amount
034	Steel Work Due to Unforeseen Conditions	\$	16,824.00
035	Masonry Work due to Unforeseen Conditions	\$	21,702.00

The original Contract Value was.....	\$	5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$	71,731.98
The Contract Value prior to this Prime Contract Change Order was.....	\$	5,088,991.98
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$	38,526.00
The new Contract Value including this Prime Contract Change Order will be.....	\$	5,127,517.98
The Contract duration will be changed by.....		12 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		

Croxton Collaborative Architects, PC  
**ARCHITECT**  
475 5th Avenue  
New York, New York 10017  
Address  
By Douglas Kot  
SIGNATURE [Signature]  
DATE 5 FEB 02

Sweetwater Construction Corporation  
**CONTRACTOR**  
269 Prospect Plains Road  
Cranbury, New Jersey 08512  
Address  
By [Signature]  
SIGNATURE [Signature]  
DATE 2/5/02

ReNEWal Willingboro  
**OWNER**  
One Levitt Parkway  
Willingboro, New Jersey 08046  
Address  
By [Signature]  
SIGNATURE [Signature]  
DATE 2/5/02

Remington & Vernick  
**PROJECT COORDINATOR**  
95 Grove Street  
Haddonfield, New Jersey 08033  
Address  
By Matt Taylor  
SIGNATURE [Signature]  
DATE 2/5/02

Township of Willingboro  
**TOWNSHIP REPRESENTATIVE**  
One Salem Road  
Willingboro, New Jersey 08046  
Address  
By [Signature]  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

# Prime Contract Change Order

Detailed, Grouped by Each Number

**Willingboro Town Center Library**  
Willingboro Town Center Library  
4382 Route # 130  
Willingboro, New Jersey 08046

**Project # 100-1107** **Sweetwater Construction Corporation**  
Tel: 609-880-1510 Fax: 609-880-1512

**Date: 2/6/2002**  
**To Contractor:**  
Sweetwater Construction Corporation  
289 Prospect Plains Road  
Cranbury, New Jersey 08512

**Architect's Project No:**  
**Contract Date:** 6/19/2001  
**Contract Number:** 100-1107  
**Change Order Number:** 006

The Contract is hereby revised by the following items:

Time Extension 145 Days and CREDIT

PCO	Description	Amount
051	Time Extension	\$ 0.00
055	50,000.00 Credit on Buyouts Library Project	(\$ 50,000.00)

**BREAKDOWN OF TIME EXTENSION**  
 63 DAYS - SITE WORK Starting 11/24/02  
 3 DAYS - PCCO #1 102 Days equals :  
 13 DAYS - PCCO #2 145 days  
 4 DAYS - PCCO #3 4/18/02  
 7 DAYS - PCCO #4 Completion Date  
 12 DAYS - PCCO #5  
**TOTAL: 102 Working Days**

The original Contract Value was.....	\$	5,017,280.00
Sum of changes by prior Prime Contract Change Orders.....	\$	110,257.98
The Contract Value prior to this Prime Contract Change Order was.....	\$	5,127,517.98
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	(\$	50,000.00)
The new Contract Value including this Prime Contract Change Order will be.....	\$	5,077,517.98
The Contract duration will be changed by.....		145 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		

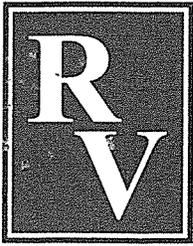
**Croxton Collaborative Architects, PC**  
**ARCHITECT**  
 475 5th Avenue  
 New York, New York 10017  
 Address  
 By Douglas Kot  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

**Sweetwater Construction Corporation**  
**CONTRACTOR**  
 289 Prospect Plains Road  
 Cranbury, New Jersey 08512  
 Address  
 By \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

**ReNEWal Willingboro**  
**OWNER**  
 One Levitt Parkway  
 Willingboro, New Jersey 08048  
 Address  
 By \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

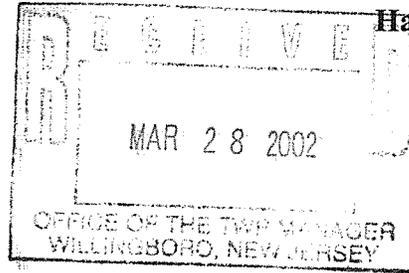
**Remington & Vernick**  
**PROJECT COORDINATOR**  
 95 Grove Street  
 Haddonfield, New Jersey 08033  
 Address  
 By Matt Taylor  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

**Township of Willingboro**  
**TOWNSHIP REPRESENTATIVE**  
 One Salem Road  
 Willingboro, New Jersey 08046  
 Address  
 By Denise Rose  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_



# REMINGTON & VERNICK ENGINEERS

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



March 27, 2002

Ms. Denise Rose, Township Manager  
Willingboro Township  
One Salem Road  
Willingboro, NJ 018436

Re: Library at Town Center  
Change Order #7  
R&V File #0338A001

Dear Ms. Rose:

Enclosed, please find a copy of Sweetwater Construction Corporation Change Order #7 for the above referenced project. Executed originals have been submitted to your office by Renewal Realty. Remington & Vernick Engineers has reviewed the change order for appropriateness under the contract documents and verified the costs and/or credits as reasonable and just. We therefore recommend approval of a change to the Renewal Economic Advisors, LLC contract in the following amount:

**CO#7 \$47,263.00** Repair of split steel tube columns.  
Slab removal to replace additional beams.  
Carpentry required at roof parapet due to unforeseen conditions.  
Credit to eliminate Tyvek wrap.  
7-day contract time extension for CO#7 work.

**Total To Date \$107,520.98 (2%)**

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

Sincerely yours,  
**REMINGTON & VERNICK ENGINEERS, INC.**

Matthew L. Taylor  
Project Manager

Enclosure (s)

cc: Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager, Steve Jaffe, Renewal Realty, Doug Kot, Croxton Collaborative Architects, Joe O'Neill, Sweetwater Construction Corp.



# Prime Contract Change Order

Detailed, Grouped by Each Number

**Willingboro Town Center Library**  
 Willingboro Town Center Library  
 4382 Route # 130  
 Willingboro, New Jersey 08046

**Project # 100-1107**      **Sweetwater Construction Corporation**  
 Tel: 609-880-1510    Fax: 609-880-1512

**Date: 3/26/2002**

**To Contractor:**  
 Sweetwater Construction Corporation  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512

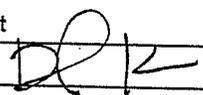
**Architect's Project No:**  
**Contract Date:** 6/19/2001  
**Contract Number:** 100-1107  
**Change Order Number:** 007

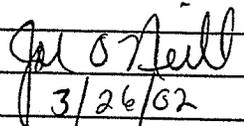
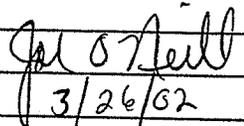
**The Contract is hereby revised by the following items:**

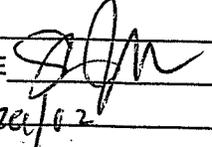
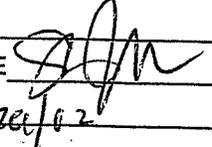
Approved PCO per meeting with Owner's Representative and Architect 3/12/02

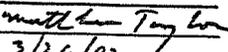
PCO	Description	Amount
045	Structural Damage to Existing Columns at 4 Areas	\$ 43,482.00
061	Slab Removal at Column Line D-E #1-#3, E-H #1-#2, C-D #1-#2, D-E #2-#3 (Minus Chase Wall) Due to Fire Damage	\$ 4,707.00
063	Credit to delete Tyvek wrap at all exterior surfaces	(\$ 3,360.00)
064	Add 2 Layers 3/4" Plywood at Roof Parapet due to Unforeseen Conditions	\$ 2,434.00

The original Contract Value was.....	\$ 5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$ 60,257.98
The Contract Value prior to this Prime Contract Change Order was.....	\$ 5,077,517.98
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$ 47,263.00
The new Contract Value including this Prime Contract Change Order will be.....	\$ 5,124,780.98
The Contract duration will be changed by.....	7 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Croxton Collaborative Architects, PC  
**ARCHITECT**  
 475 5th Avenue  
 New York, New York 10017  
 Address  
 By Douglas Kot  
 SIGNATURE   
 DATE 16 MARCH 2002

Sweetwater Construction Corporation  
**CONTRACTOR**  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512  
 Address  
 By   
 SIGNATURE   
 DATE 3/26/02

ReNEWal Willingboro  
**OWNER**  
 One Levitt Parkway  
 Willingboro, New Jersey 08046  
 Address  
 By   
 SIGNATURE   
 DATE 3/26/02

Remington & Vernick  
**PROJECT COORDINATOR**  
 95 Grove Street  
 Haddonfield, New Jersey 08033  
 Address  
 By Matt Taylor  
 SIGNATURE   
 DATE 3/26/02

Township of Willingboro  
**TOWNSHIP REPRESENTATIVE**  
 One Salem Road  
 Willingboro, New Jersey 08046  
 Address  
 By Denise Rose  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

**RESOLUTION NO. 2002 – 58 A**

**A RESOLUTION AMENDING RESOLUTION NO. 2002 – 58 ADOPTED BY  
WILLINGBORO TOWNSHIP COUNCIL ON APRIL 9, 2002  
AUTHORIZING A CHANGE ORDER FOR RENEWAL ECONOMIC  
ADVISORS, LLC – LIBRARY AT TOWN CENTER**

WHEREAS, Willingboro Township Council has contracted with ReNewal Economic Advisors, LLC for work to be done for the Library at the Town Center; and

WHEREAS, Remington & Vernick Engineers (Clerk of the Works) have reviewed and approved Change Orders Number 1 through Number 7 (\$107,520.98) to increase the contract to include the items listed in the paperwork attached to Resolution No. 2002 – 58; and

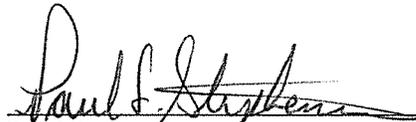
WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2<sup>nd</sup> day of July, 2002, as follows:

Item No. 2 of Resolution No. 2002 – 58 refers to the original contract of \$5,017,260. **It has been determined that the wording and amount to be used is total project costs of \$5,334,260.00**

Change Orders No 1 through 7 (\$107,520.98) approved by Resolution No. 2002 – 58 adjust the total project costs to \$5,441,780.98.

Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

## WILLINGBORO LIBRARY COST BREAKDOWN

Through Addendum 2

June 20, 2001

TRADE ITEM	BID/COST
General Conditions	\$207,110.00
Demolition	\$188,000.00
Sundial Allowance	\$25,000.00
Concrete	\$53,000.00
Masonry	\$175,000.00
Steel, Roof Deck & Stairs	\$412,000.00
Millwork	\$117,105.00
Roofing	\$288,800.00
Canopy Soffit-budget	\$11,400.00
Canopy Fascia	in roofing
Roof Hatch	in roofing
Glass Skylights	\$47,000.00
Caulking	\$9,650.00
Doors & Hardware	\$78,816.00
Exterior Glazing & Alum. Doors	\$213,800.00
Interior Glazing System	\$198,300.00
Ceramic Tile	\$124,900.00
Acoustical Ceilings	\$78,900.00
Carpet, resilient flooring	\$132,320.00
Painting	\$63,494.00
Drywall, Rough Carpentry & Insulation	\$590,400.00
Toilet Accessories & partitions	\$11,189.00
Folding Partition	\$26,930.00
Coiling Grille-In Addendum 3	Not included
Projection Screen	\$5,400.00
Flagpole-budget	\$2,100.00
Signs-budget	\$3,600.00
Lockers	\$4,500.00
Fire Extinguishers & Cab'ts-budget	\$5,000.00
Window Treatments	\$12,695.00
Elevator	\$42,200.00
Sprinklers	\$112,500.00
Plumbing	\$198,200.00
HVAC	\$978,400.00
Electrical	\$793,600.00
<b>SUBTOTAL COST</b>	<b>\$5,211,309.00</b>
Fee	\$208,452.00
<b>TOTAL</b>	<b>\$5,419,761.00</b>
Cost savings (dated 6/8/01)	(\$402,501.00)
<b>Project Construction Cost</b>	<b>\$5,017,260.00</b>
Permits,fees etc. ALLOWANCE	\$20,000.00
Other Soft Costs (Insurance, Legal)	\$20,000.00
Additional Expected Purchase Savings	(\$115,000.00)
PSE&G Rebate	(\$23,000.00)
Architect/Croxton(Base Price)	\$415,000.00
<b>TOTAL PROJECT COSTS</b>	<b>\$5,334,260.00</b>

*From Agreement*  
*6/22/01*

**NOTES:**

This schedule does NOT include Sitework Landscaping or Childrens Play Area

The costs for some structural repairs which have been discovered during the demolition phase have NOT been included in this schedule

This schedule includes costs for the work in the Library spaces only not those space to be leased by Renewal Willingboro, LLC

These costs do not include Addendum 3, Revision 2 to the Plans and Specifications

PSE&G Rebate to be applied for by Willingboro Township and paid to them directly.

See attached schedule dated 6/8/01

Costs paid per previously signed MOU's Will be credited as necessary

*Aud: Tarc*

**RESOLUTION NO. 2002 – 58 A**

**A RESOLUTION AMENDING RESOLUTION NO. 2002 – 58 ADOPTED BY  
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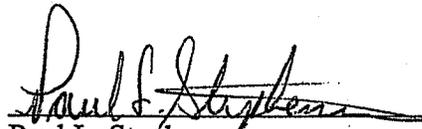
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Change Orders No 1 through 7 (\$107,520.98) approved by Resolution No. 2002 – 58 adjust the total project costs to \$5,441,780.98.

Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

  
Paul L. Stephenson  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

**WILLINGBORO LIBRARY COST BREAKDOWN**

Through Addendum 2

June 20, 2001

<u>TRADE ITEM</u>	<u>BID/COST</u>
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Roof Hatch	in roofing
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Other Soft Costs (Insurance, Legal)	\$20,000.00
Additional Expected Purchase Savings	(\$115,000.00)
PSE&G Rebate	(\$23,000.00)
Architect/Croxton(Base Price)	\$415,000.00
<b>TOTAL PROJECT COSTS</b>	<b>\$5,334,260.00</b>

*from Agreement  
6/22/01*

**NOTES:**

This schedule does NOT include Sitework Landscaping or Childrens Play Area

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This schedule includes costs for the work in the Library spaces only not those space to be leased by Renewal Willingboro,LLC

These costs do not include Addendum 3, Revision 2 to the Plans and Specifications

PSE&G Rebate to be applied for by Willingboro Township and paid to them directly.

See attached schedule dated 6/8/01

Costs paid per previously signed MOU's Will be credited as necessary

RESOLUTION NO. 59 - 2002

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:

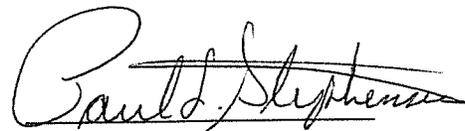
- (7) Matters relating to Litigation, Negotiations and the Attorney Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 matter or matters be discussed at a public meeting.

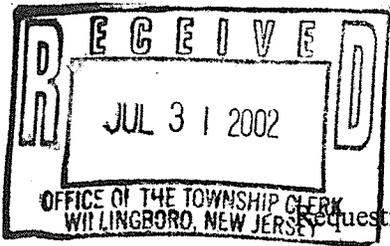
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/9, 2002, that an Executive Session closed to the public shall be held on 4/9, 2002, at 8:05 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific item(s) 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.

Attest:

  
Marie Annese, Deputy Twp. Clerk

  
Mayor



RESOLUTION No. 2002 - 60

RECEIVED

MAY 14 2 55 PM '02

Requesting Approval of the Director of the Division of Local Government Services to Establish Trust by Rider for the Parking Offenses Adjudication Act (P.O.A.A.) Fees

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenues received by a municipality are not subject to reasonable estimate; and

WHEREAS, N.J.S.A. 39:4-139.9(a) allows municipalities to receive amounts and make expenditures from the funds received from parking fines; and

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division Local Government Services may approve expenditure of monies by dedicated by rider;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro that such fees received by the municipality be placed in a specific trust fund and such trust fund shall be considered a "Dedication by Rider" to the budget of the local unit per N.J.S. 40A:4-39 for the sole purpose stated above.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

ROLL CALL:

Councilman Ayrer	Yes
Councilman Campbell	Yes
Councilman Ramsey	Yes
Deputy Mayor Johnson	Yes
Mayor Stephenson	Yes

*Paul L. Stephenson*  
Paul L. Stephenson  
Mayor

*[Signature]* Clerk of the Township of Willingboro, do hereby certify this to be a true copy of a resolution adopted by the Township Council at a meeting held on April 23, 2002

APPROVAL of NJSA 40A:4-39 RESOLUTION

Rider *Parking Offenses Adjudication Act P.O.A.A. W C 137*

DEPARTMENT OF COMMUNITY AFFAIRS

For the Director, Division of Local Government Services

By *Christine M. Zupinski* 7-24-02  
Duly Appointed Designee Date

✓

**RESOLUTION No. 2002 - 60**

Requesting Approval of the Director of the Division of Local Government Services  
to Establish Trust by Rider for the  
Parking Offenses Adjudication Act (P.O.A.A.) Fees

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenues received by a municipality are not subject to reasonable estimate; and

WHEREAS, N.J.S.A. 39:4-139.9(a) allows municipalities to receive amounts and make expenditures from the funds received from parking fines; and

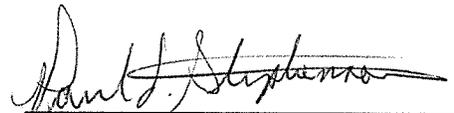
WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division Local Government Services may approve expenditure of monies by dedicated by rider;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro that such fees received by the municipality be placed in a specific trust fund and such trust fund shall be considered a "Dedication by Rider" to the budget of the local unit per N.J.S. 40A:4-39 for the sole purpose stated above.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

**ROLL CALL:**

Councilman Ayrer	Yes
Councilman Campbell	Yes
Councilman Ramsey	Yes
Deputy Mayor Johnson	Yes
Mayor Stephenson	Yes



**Paul L. Stephenson**  
Mayor

I  Clerk of the Township of Willingboro, do hereby certify this to be a true copy of a resolution adopted by the Township Council at a meeting held on April 23, 2002



# TOWNSHIP OF WILLINGBORO

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

May 9, 2002

Director  
Division of Local Government Serv.  
P. O. Box 803  
Trenton, New Jersey 08625

Gentlemen:

Attached please find two (2) certified copies of Resolution No. 2002 – 60, adopted by Willingboro Township Council at their meeting of April 23, 2002, requesting your approval for a Dedication by Rider.

Thank you for your cooperation.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

**RESOLUTION No. 2002 - 60**

**Requesting Approval of the Director of the Division of Local Government Services  
to Establish Trust by Rider for the  
Parking Offenses Adjudication Act (P.O.A.A.) Fees**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenues received by a municipality are not subject to reasonable estimate; and

WHEREAS, N.J.S.A. 39:4-139.9(a) allows municipalities to receive amounts and make expenditures from the funds received from parking fines; and

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division Local Government Services may approve expenditure of monies by dedicated by rider;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro that such fees received by the municipality be placed in a specific trust fund and such trust fund shall be considered a "Dedication by Rider" to the budget of the local unit per N.J.S. 40A:4-39 for the sole purpose stated above.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

ROLL CALL:

I \_\_\_\_\_ Clerk of the  
Township of Willingboro, do hereby certify  
this to be a true copy of a resolution adopted  
by the Township Council at a meeting held  
on April 23, 2002

**TOWNSHIP OF WILLINGBORO**  
**A RESOLUTION OF THE TOWNSHIP COUNCIL IN**  
**RECOGNITION AND APPRECIATION OF RHODA LICHTENSTADTER**

WHEREAS, the RHODA LICHTENSTADTER has retired as the Township Clerk of the Township of Willingboro, and

WHEREAS, the record of service of RHODA LICHTENSTADTER to the Township of Willingboro began with her appointment as Deputy Township Clerk in 1972 and, since 1994 as the Township Clerk, and

WHEREAS, RHODA LICHTENSTADTER has performed her duties with dedication and skill and should be recognized on the occasion of her retirement,

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this ninth day of April, 2002, that the members of the Willingboro Township Council hereby express their respect, admiration and appreciation for RHODA LICHTENSTADTER and congratulate her on her retirement as Township Clerk the Township of Willingboro, and

BE IT FURTHER RESOLVED, that an original signed copy of this Resolution shall be presented to RHODA LICHTENSTADTER as an expression of the appreciation of the Township Council for her dedicated service to the Township of Willingboro and the best

wishes of the Willingboro Township Council for her continued good health and  
happiness

*Dr. Paul L. Stephenson, Mayor*

*Lavonne Bebbler Johnson, Deputy Mayor*

*James Ayrer, Councilman*

*Eddie Campbell, Jr., Councilman*

*Jeffery E. Ramsey, Councilman*

RESOLUTION NO. 2002 - 61  
RESOLUTION TO AMEND BUDGET

WHEREAS, the local municipal budget for the year 2002 was approved on the 12th day of March, 2002, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2002 be made:

**Recorded Vote**

Aye            Councilman Ayrer  
                  Councilman Campbell  
                  Councilman Ramsey  
                  Deputy Mayor Johnson  
                  Mayor Stephenson

Nay            None

Abstained    None

Absent        None

	<u>From</u>	<u>To</u>
<b>CURRENT FUND - APPROPRIATIONS</b>		
8. General Appropriations		
(A) Operations within CAPS		
Township Clerk		
Salaries & Wages	209,073.00	146,636.00
Public Safety		
Police		
Salaries & Wages	5,865,569.57	5,825,569.57
Housing Inspector		
Salaries & Wages	406,266.00	374,782.00
Uniform Fire Safety Act (PL 1983, Ch 383)		
Salaries & Wages	0.00	31,484.00
Accumulated Leave Compensation	0.00	102,437.00

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for certification of the local municipal budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A: 4-9, be published in the Burlington County Times in the issue of May 1, 2002, and that said publication shall contain notice of public hearing on said amendment to be held at the Municipal Complex, Salem Road on May 7, 2002.

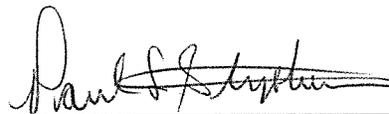
It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the April 23, 2002

Certified by:



Township Clerk, Marie Annese RMC

April 23, 2002



Paul L. Stephenson  
Mayor



# TOWNSHIP OF WILLINGBORO

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

April 26, 2002

Director  
Division of Local Government Services  
P. O. Box 803  
Trenton, New Jersey 08625

Dear Sir/Madam:

Attached for your information and review are two (2) certified copies of Resolution No. 2002 – 61, Resolution To Amend Budget, which was adopted by Willingboro Township Council at their meeting of April 23, 2002.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

## RESOLUTION TO AMEND BUDGET

WHEREAS, the local municipal budget for the year 2002 was approved on the 12th day of March, 2002, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2002 be made:

### Recorded Vote

Aye

Nay

Abstained

Absent

	<u>From</u>	<u>To</u>
<b>CURRENT FUND - APPROPRIATIONS</b>		
8. General Appropriations		
(A) Operations within CAPS		
Township Clerk		
Salaries & Wages	209,073.00	146,636.00
Public Safety		
Police		
Salaries & Wages	5,865,569.57	5,825,569.57
Housing Inspector		
Salaries & Wages	406,266.00	374,782.00
Uniform Fire Safety Act (PL 1983, Ch 383)		
Salaries & Wages	0.00	31,484.00
Accumulated Leave Compensation	0.00	102,437.00

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for certification of the local municipal budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A: 4-9, be published in the Burlington County Times in the issue of April 29, 2002, and that said publication shall contain notice of public hearing on said amendment to be held at the Municipal Complex, Salem Road on May 7, 2002.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the April 23, 2002

Certified by:

---

Township Clerk

April 23, 2002

## RESOLUTION TO AMEND BUDGET

WHEREAS, the local municipal budget for the year 2002 was approved on the 12th day of March, 2002, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2002 be made:

### Recorded Vote

Aye

Nay

Abstained

Absent

	<u>From</u>	<u>To</u>
<b>CURRENT FUND - APPROPRIATIONS</b>		
8. General Appropriations		
(A) Operations within CAPS		
Township Clerk		
Salaries & Wages	209,073.00	146,636.00
Public Safety		
Police		
Salaries & Wages	5,865,569.57	5,825,569.57
Housing Inspector		
Salaries & Wages	406,266.00	374,782.00
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It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the April 23, 2002

Certified by:

---

Township Clerk

April 23, 2002

**RESOLUTION TO AMEND BUDGET**

WHEREAS, the local municipal budget for the year 2002 was approved on the 12th day of March, 2002, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2002 be made:

**Recorded Vote**

Aye Councilman Ayrer  
 Councilman Campbell  
 Councilman Ramsey  
 Deputy Mayor Johnson  
 Mayor Stephenson

~~Nay~~ None  
~~Abstained~~ None  
~~Absent~~ None

From                      To

**CURRENT FUND - APPROPRIATIONS**

8. General Appropriations

(A) Operations within CAPS

Township Clerk

Salaries & Wages

209,073.00                      146,636.00

Public Safety

Police

Salaries & Wages

5,865,569.57                      5,825,569.57

Housing Inspector

Salaries & Wages

406,266.00                      374,782.00

Uniform Fire Safety Act (PL 1983, Ch 383)

Salaries & Wages

0.00                                      31,484.00

Accumulated Leave Compensation

0.00                                      102,437.00

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for certification of the local municipal budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A: 4-9, be published in the Burlington County Times in the issue of May 1, 2002, and that said publication shall contain notice of public hearing on said amendment to be held at the Municipal Complex, Salem Road on May 7, 2002.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the April 23, 2002

Marie Annese, RMC  
 Township Clerk

TOWNSHIP OF WILLINGBORO

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

REQUISITION	
NO.	02-01126

S H I P T O	TOWNSHIP CLERK'S OFFICE MUNICIPAL COMPLEX ONE SALEM RD, ROOM 2 WILLINGBORO, NJ 08046
V E N D O R	VENDOR #: BURLI027 BURLINGTON COUNTY TIMES 2241 RT 130 N. WILLINGBORO, NJ 08046-2078

ORDER DATE: 04/29/02  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Legal Ad Res. Amending Budget Res. # 61, 2002 Amending 2002 Budget Legal - To run Wed. 5/1/02	2-01-20-120-000-027	100.0000	100.00
			TOTAL	<hr style="width: 50%; margin: 0 auto;"/> 100.00

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

**TELEFAX COVER SHEET**

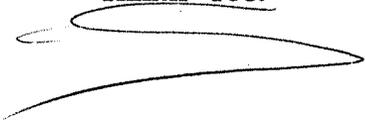
TO: Sandy  
COMPANY: BCT - Classified  
DATE: 4/29/02  
TO FAX NO. \_\_\_\_\_

FROM: Marie Annese EXT. 6202 PAGES 3

SUBJECT: Legal Ad - Res Amend Budget - 02  
For wed - 5/1/02  
(w/Requisition # 02-01126)

FOR YOUR INFORMATION \_\_\_\_\_ PLEASE RESPOND \_\_\_\_\_

THANK YOU.



\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* APR-29-2002 MON 11:17 AM \*  
 \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* APR-29 11:01 AM LEGAL ADS 39" 0 SEND COM. E-1 544 \*  
 \* 11:14 AM 40" 0 SEND COM. E-1 544 \*  
 \* 11:15 AM 1'43" 3 SEND OK 544 \*  
 \*  
 \* TOTAL : 3M 2S PAGES: 3 \*  
 \*\*\*\*\*

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

**TELEFAX COVER SHEET**

TO:

Sandy

COMPANY:

BCT - Classified

DATE:

4/29/02

TO FAX NO.

FROM:

Marie Anese EXT. 6202 PAGES 3

**RECORD OF COUNCIL VOTE ON FINAL PASSAGE**

COUNCIL MEMBER	MOT.	SEC.	AYE	NAY	N.V.	A.B.
James E. Ayrer						
Edward Campbell, Jr.						
Lavonne B. Johnson,						
Jeffrey Ramsey						
Paul L. Stephenson, Mayor						
<b>X - Indicates Vote</b>	<b>NV - Not Voting</b>	<b>AB - Absent</b>	<b>MOT - Motion</b>	<b>SEC - Second</b>		

RESOLUTION NO. 2002 - 62  
A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
WILLINGBORO PROVIDING FOR AN EMERGENCY TEMPORARY  
APPROPRIATIONS FOR 2002.

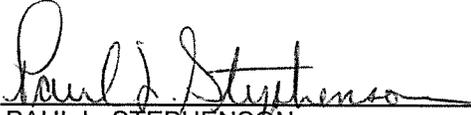
WHEREAS, Willingboro Township Council, on the 1st day of January, 2002 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefor, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 2002,

WHEREAS, the adoption of the 2002 budget will be delayed due to circumstances beyond our control,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of April, 2002 with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made for the full amount of the 2002 Budget as introduced on March 12, 2002 and attached hereto.

  
\_\_\_\_\_  
PAUL L. STEPHENSON  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Marie Annese  
Township Clerk

*JL*

**WILLINGBORO TOWNSHIP**

**INTEROFFICE MEMO**

**DATE:** April 23, 2002  
**TO:** Denise Rose  
**FROM:** Joanne Diggs *[Signature]*  
**SUBJECT:** Attached Resolution

*#62*

We anticipate a delay in the adoption of our 2002 budget and it is important that all departments keep tabs on spending. I therefore spoke with Kirk Applegate from Bowman who agrees that it is acceptable to do a temporary emergency budget to the entire 2002 budget

C. Marie Anese

*INTRODUCED*

Account Number Description	1999	2000	2001	***** Year 2002 *****			%PY
	Approp Actual	Approp Actual	Approp Actual	Dept. Request	Admin. Recmnd	Budgeted	
2-01-04-117-000-002 TAX SALE ADVERTISEMENT	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00
2-01-20-100-101-010 TOWN MANAGER SALARY & WAGES: Transfers	0.00 0.00 0.00	359.63 0.00 0.00	223,522.00 206,843.86 16,000.00-	238,677.00	238,677.00	238,677.00	15.01
2-01-20-100-101-020 TOWN MANAGER OTHER EXPENSES:	0.00 0.00	2,483.58 540.00	22,800.00 21,841.37	26,300.00	23,800.00	23,800.00	4.39
2-01-20-100-102-020 RECEPTIONIST OTHER EXPENSES: Transfers	0.00 0.00 0.00	287.51 259.36 0.00	39,900.00 44,899.54 5,000.00	46,260.00	46,260.00	46,260.00	3.03
2-01-20-100-103-020 ADVISORY COMM OTHER EXPENSES:	0.00 0.00	8,476.27 0.00	45,550.00 36,473.24	54,250.00	50,250.00	50,250.00	10.32
2-01-20-105-000-020 HUMAN RESOURCE OTHER EXPENSES: Transfers	0.00 0.00 3,000.00-	3,901.70 0.00 3,000.00-	24,000.00 17,085.12 3,000.00-	26,500.00	26,500.00	26,500.00	26.19
2-01-20-110-110-010 TOWN COUNCIL SALARY & WAGES:	0.00 0.00	0.00 0.00	40,500.00 40,499.16	40,500.00	40,500.00	40,500.00	0.00
2-01-20-110-110-020 TOWN COUNCIL OTHER EXPENSES:	0.00 0.00	725.22 382.87	17,860.00 14,162.21	17,860.00	17,860.00	17,860.00	0.00
2-01-20-120-000-010 TOWNSHIP CLERK SALARY & WAGES: Transfers	0.00 0.00 0.00	3.98 0.00 0.00	142,377.00 143,728.20 1,506.00	162,334.00	209,073.00	<del>209,073.00</del> 146,620.00	45.31
2-01-20-120-000-020 TOWNSHIP CLERK OTHER EXPENSES: Transfers	0.00 0.00 8,200.00	2,530.09 131.96 8,200.00	19,100.00 20,418.25 8,200.00	31,100.00	25,100.00	25,100.00	8.06-
2-01-20-130-000-010 FINANCE ADMIN SALARY & WAGES: Transfers	0.00 0.00 0.00	432.15 0.00 0.00	238,730.00 213,339.86 25,000.00-	240,102.00	240,102.00	240,102.00	12.34
2-01-20-130-000-020 FINANCE ADMIN OTHER EXPENSES: Transfers	0.00 0.00 2,900.00	459.29 10.56 2,900.00	23,350.00 22,401.07 2,900.00	54,000.00	53,000.00	53,000.00	101.90
2-01-20-135-000-020 AUDIT SERVICES OTHER EXPENSES:	0.00 0.00	0.00 0.00	57,500.00 57,500.00	57,500.00	57,500.00	57,500.00	0.00
2-01-20-145-000-010 TAX COLLECTION SALARY & WAGES: Transfers	0.00 0.00 0.00	15.69 0.00 0.00	177,840.00 170,840.00 7,000.00-	181,557.00	181,557.00	181,557.00	6.27

Account Number Description	1999	2000	2001	***** Year 2002 *****			%PY
	Approp Actual	Approp Actual	Approp Actual	Dept. Request	Admin. Recmnd	Budgeted	
2-01-20-145-000-020	0.00	991.03	9,455.00	14,430.00	13,330.00	13,330.00	27.50
TAX COLLECTION OTHER EXPENSES:	0.00	809.91	5,781.44				
Transfers	1,000.00	1,000.00	1,000.00				
2-01-20-150-000-010	0.00	194.32	87,227.00	112,164.00	95,935.00	95,935.00	6.03
TAX ASSESSMENT SALARY & WAGES:	0.00	0.00	90,482.00				
Transfers	0.00	0.00	3,255.00				
2-01-20-150-000-020	0.00	6,642.30	9,950.00	10,125.00	12,125.00	12,125.00	27.83-
TAX ASSESSMENT OTHER EXPENSES:	0.00	2,031.66	10,775.75				
Transfers	3,900.00	6,850.00	6,850.00				
2-01-20-155-000-010	0.00	0.00	60,900.00	114,500.00	114,500.00	89,500.00	39.13
TWP ATTORNEY SALARY & WAGES:	0.00	0.00	64,174.70				
Transfers	0.00	0.00	3,429.00				
2-01-20-155-000-020	0.00	20,235.55	67,100.00	67,100.00	67,100.00	67,100.00	8.05
TWP ATTORNEY OTHER EXPENSES:	0.00	5,000.00	41,846.13				
Transfers	5,000.00-	5,000.00-	5,000.00-				
2-01-20-165-000-020	0.00	4,300.40	14,000.00	14,000.00	14,000.00	14,000.00	0.00
ENGINEER COSTS OTHER EXPENSES:	0.00	0.00	14,000.00				
2-01-21-180-000-010	0.00	0.00	900.00	900.00	900.00	900.00	0.00
PLANNING BOARD SALARY & WAGES:	0.00	0.00	900.00				
2-01-21-180-000-020	0.00	3,129.10	3,200.00	3,200.00	3,200.00	3,200.00	0.00
PLANNING BOARD OTHER EXPENSES:	0.00	0.00	136.95				
2-01-21-190-000-010	0.00	149.80	1,650.00	0.00	0.00	0.00	0.00
ZONING BOARD SALARY & WAGES:	0.00	0.00	1,500.32				
2-01-21-190-000-020	0.00	286.05	700.00	2,150.00	2,150.00	2,150.00	207.14
ZONING BOARD OTHER EXPENSES:	0.00	0.00	152.85				
2-01-22-195-195-010	0.00	8.76	55,408.00	146,565.00	146,565.00	146,565.00	164.52
CONST OFFICIAL SALARY & WAGES:	0.00	0.00	53,899.95				
2-01-22-195-195-020	0.00	2,258.89	3,025.00	9,050.00	5,250.00	5,250.00	73.55
CONST OFFICIAL OTHER EXPENSES:	0.00	582.27	2,719.98				
2-01-22-195-196-010	0.00	0.00	254,647.00	493,164.00	406,266.00	<del>406,266.00</del>	53.42
HOUSING INSPEC SALARY & WAGES:	0.00	0.00	264,810.73			374,782. -	
Transfers	0.00	0.00	10,164.00				
2-01-22-195-196-020	0.00	3,643.30	71,400.00	266,400.00	248,700.00	248,700.00	248.32
HOUSING INSPEC OTHER EXPENSES:	0.00	3,539.00	65,224.74				
2-01-23-210-000-001	0.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00
Insurance Buyback	0.00	0.00	34,603.80				

Account Number Description	1999 Approp Actual	2000 Approp Actual	2001 Approp Actual	***** Dept. Request	Year 2002 Admin. Recmnd	***** Budgeted	%PY
2-01-23-210-001-020	0.00	605.00	540,930.00	544,481.00	527,481.00	527,481.00	2.49-
LIABILITY INS OTHER EXPENSES:	0.00	0.00	526,061.43				
2-01-23-215-000-175	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Workers' Compensation Insuranc	0.00	0.00	0.00				
2-01-23-220-000-020	0.00	32.28	1,190,981.00	1,460,470.00	1,460,470.00	1,460,470.00	22.75
EMPLOYEE GROUP OTHER EXPENSES:	0.00	0.00	1,170,009.44				
Transfers	5,000.00-	5,000.00-	1,160.00-				
2-01-23-225-000-175	0.00	24,916.10	35,000.00	35,000.00	25,000.00	25,000.00	28.57-
Unemployment Insurance	0.00	3,976.23	17,363.51				
2-01-25-240-240-010	0.00	0.00	126,548.00	132,074.00	132,074.00	132,074.00	4.37
ADMINISTRATION SALARY & WAGES:	0.00	0.00	127,420.37				
2-01-25-240-240-020	0.00	0.00	40,285.00	56,470.00	48,660.00	48,660.00	20.79
ADMINISTRATION OTHER EXPENSES:	0.00	0.00	37,212.89				
2-01-25-240-241-010	0.00	44.38	3,555,883.00	4,013,172.00	3,967,210.00	3,766,538.57	4.48
PATROL SALARY & WAGES:	0.00	0.00	3,556,939.79				
Transfers	0.00	0.00	49,000.00				
2-01-25-240-241-020	0.00	59,920.03	18,400.00	46,900.00	36,850.00	36,850.00	100.27
PATROL OTHER EXPENSES:	0.00	34,861.74	18,140.99				
2-01-25-240-243-010	0.00	0.00	85,000.00	85,000.00	81,000.00	81,000.00	4.71-
SPECIAL OFFICE SALARY & WAGES:	0.00	0.00	106,720.80				
2-01-25-240-243-020	0.00	0.00	3,100.00	3,150.00	3,100.00	3,100.00	0.00
SPECIAL OFFICE OTHER EXPENSES:	0.00	0.00	100.00				
2-01-25-240-244-010	0.00	0.00	949,138.00	898,680.00	881,996.00	881,996.00	7.07-
DETECTIVES SALARY & WAGES:	0.00	0.00	871,472.90				
2-01-25-240-244-020	0.00	0.00	17,060.00	33,080.00	24,360.00	24,360.00	42.79
DETECTIVES OTHER EXPENSES:	0.00	0.00	17,054.88				
2-01-25-240-245-010	0.00	0.00	111,537.00	173,770.00	173,170.00	173,170.00	55.26
CRIME PREVENT SALARY & WAGES:	0.00	0.00	143,769.11				
2-01-25-240-245-020	0.00	0.00	9,700.00	10,400.00	9,600.00	9,600.00	1.03-
CRIME PREVENT OTHER EXPENSES:	0.00	0.00	3,722.21				
2-01-25-240-246-010	0.00	0.00	35,265.00	36,995.00	37,495.00	37,495.00	6.32
PROPERTY ID SALARY & WAGES:	0.00	0.00	35,085.57				
2-01-25-240-246-020	0.00	0.00	500.00	550.00	550.00	550.00	10.00
PROPERTY ID OTHER EXPENSES:	0.00	0.00	490.00				

Account Number Description	1999 Approp Actual	2000 Approp Actual	2001 Approp Actual	***** Dept. Request	Year 2002 Admin. Recmnd	***** Budgeted	%PY
2-01-25-240-247-010 STAFF SERVICES SALARY & WAGES:	0.00 0.00	0.00 0.00	361,323.00 327,979.47	441,854.00	391,795.00	331,795.00	8.17-
2-01-25-240-247-020 STAFF SERVICES OTHER EXPENSES:	0.00 0.00	0.00 0.00	341,913.00 335,516.42	393,213.00	366,913.00	342,694.00	0.23
2-01-25-240-249-010 TRAFFIC GUARDS SALARY & WAGES:	0.00 0.00	0.00 0.00	379,936.00 458,409.62	490,501.00	486,501.00	461,501.00	21.47
2-01-25-240-249-020 TRAFFIC GUARDS OTHER EXPENSES:	0.00 0.00	0.00 0.00	2,700.00 796.51	4,900.00	3,600.00	3,600.00	33.33
2-01-25-252-000-020 EMERGENCY MGMT OTHER EXPENSES:	0.00 0.00	1,903.66 997.27	8,450.00 4,126.53	10,800.00	10,800.00	10,800.00	27.81
2-01-25-260-000-001 Emergency Squad - Contribution	0.00 0.00	10,250.00 10,250.00	35,000.00 35,000.00	58,300.00	35,000.00	35,000.00	0.00
2-01-25-265-000-010 FIRE DEPT SALARY & WAGES: Transfers	0.00 0.00 0.00	21.41 0.00 0.00	347,031.00 325,524.84 15,000.00-	722,391.00	521,200.00	491,200.00	47.94
2-01-25-265-000-020 FIRE DEPT OTHER EXPENSES:	0.00 0.00	44,610.16 35,765.86	273,500.00 246,252.26	287,500.00	277,500.00	277,500.00	1.46
2-01-25-275-000-010 PROSECUTOR SALARY & WAGES:	0.00 0.00	2,770.13 0.00	28,761.00 28,271.27	32,696.00	32,696.00	32,696.00	13.68
2-01-26-290-290-010 PW ADMIN SALARY & WAGES: Transfers	0.00 0.00 0.00	3.02 0.00 0.00	100,855.00 81,738.93 19,000.00-	111,135.00	111,135.00	111,135.00	35.77
2-01-26-290-290-020 PW ADMIN OTHER EXPENSES:	0.00 0.00	400.00 0.00	500.00 215.05	900.00	900.00	900.00	80.00
2-01-26-290-291-010 STREETS & ROAD SALARY & WAGES: Transfers	0.00 0.00 0.00	5,427.19 0.00 0.00	1,073,526.00 1,012,052.58 55,000.00-	1,183,203.00	1,108,203.00	1,108,203.00	8.80
2-01-26-290-291-020 STREETS & ROAD OTHER EXPENSES:	0.00 0.00	48,135.96 20,485.15	217,300.00 188,852.19	244,600.00	223,400.00	223,400.00	2.81
2-01-26-290-292-010 SNOW REMOVAL SALARY & WAGES:	0.00 0.00	8.02 0.00	45,000.00 35,618.07	45,000.00	45,000.00	10,000.00	77.78-
2-01-26-290-292-020 SNOW REMOVAL OTHER EXPENSES:	0.00 0.00	11,799.10 495.40	46,000.00 45,801.45	54,500.00	54,500.00	1,300.00	97.17-
2-01-26-300-000-020	0.00	0.00	18,500.00	20,500.00	19,400.00	19,400.00	4.86

Account Number Description	1999	2000	2001	***** Year 2002 *****			%PY
	Approp Actual	Approp Actual	Approp Actual	Dept. Request	Admin. Recmnd	Budgeted	
TRAFFIC SIGNAL OTHER EXPENSES:	0.00	0.00	18,500.00				
2-01-26-305-000-010	0.00	230.78	44,493.00	47,214.00	47,214.00	47,214.00	*****
RECYCLING SALARY & WAGES:	0.00	0.00	142.11				
Transfers	0.00	0.00	44,350.00-				
2-01-26-305-000-020	0.00	3,691.82	5,596.00	5,296.00	5,296.00	5,296.00	63.20
RECYCLING OTHER EXPENSES:	0.00	738.40	3,245.00				
Transfers	2,251.00-	2,251.00-	2,351.00-				
2-01-26-305-001-001	0.00	0.00	765,161.00	820,000.00	820,000.00	820,000.00	5.51
Garbage & Trash - Contractual	0.00	0.00	776,869.72				
Transfers	0.00	0.00	12,000.00				
2-01-26-310-000-010	0.00	3.12	117,332.00	129,612.00	123,275.00	123,275.00	33.51
BUILDING & GRD SALARY & WAGES:	0.00	0.00	88,639.44				
Transfers	0.00	0.00	25,000.00-				
2-01-26-310-000-020	0.00	25,200.48	130,450.00	281,500.00	207,100.00	207,100.00	58.76
BUILDING & GRD OTHER EXPENSES:	0.00	13,698.15	129,402.33				
2-01-27-330-000-010	0.00	0.06	60,000.00	60,000.00	60,000.00	60,000.00	0.00
PUBLIC HEALTH SALARY & WAGES:	0.00	0.00	59,999.94				
2-01-27-330-000-020	0.00	14,330.00	15,000.00	15,000.00	15,000.00	15,000.00	0.00
PUBLIC HEALTH OTHER EXPENSES:	0.00	9,625.45	15,000.00				
2-01-27-340-000-010	0.00	304.28	123,278.00	113,630.00	108,930.00	108,930.00	14.85-
ANIMAL CONTROL SALARY & WAGES:	0.00	0.00	126,304.43				
Transfers	0.00	0.00	4,646.00				
2-01-27-340-000-020	0.00	4,387.67	12,700.00	13,026.00	13,026.00	13,026.00	2.57
ANIMAL CONTROL OTHER EXPENSES:	0.00	3,859.41	8,514.91				
2-01-27-345-000-010	0.00	9.96	44,596.00	58,049.00	58,049.00	58,049.00	60.82
PUBLIC ASSIST SALARY & WAGES:	0.00	0.00	36,051.47				
Transfers	8,500.00-	8,500.00-	8,500.00-				
2-01-27-345-000-020	0.00	355.37	6,930.00	7,930.00	6,930.00	6,930.00	0.00
PUBLIC ASSIST OTHER EXPENSES:	0.00	0.00	4,928.57				
2-01-27-360-000-240	0.00	0.00	15,940.00	15,940.00	15,930.00	15,930.00	0.06-
Shelter for Abused Women	0.00	0.00	15,940.00				
2-01-27-360-000-241	0.00	0.00	1,130.00	1,130.00	1,130.00	1,130.00	0.00
Drenk Memorial Center	0.00	0.00	1,130.00				
2-01-27-360-000-242	0.00	0.00	1,130.00	1,130.00	1,130.00	1,130.00	0.00
Delaware House	0.00	0.00	1,130.00				

Account Number Description	1999	2000	2001	***** Year 2002 *****			%PY
	Approp Actual	Approp Actual	Approp Actual	Dept. Request	Admin. Recmnd	Budgeted	
2-01-27-360-000-243 Family Services	0.00 0.00	0.00 0.00	1,130.00 1,130.00	1,130.00	1,130.00	1,130.00	0.00
2-01-27-360-000-244 Head Start/BCCAP	0.00 0.00	0.00 0.00	1,130.00 1,130.00	1,130.00	1,130.00	1,130.00	0.00
2-01-27-360-000-245 NJ Assoc/Retarded Citizens	0.00 0.00	0.00 0.00	773.00 773.00	1,130.00	1,130.00	1,130.00	46.18
2-01-28-370-000-010 RECR SERV&PROG SALARY & WAGES: Transfers	0.00 0.00 0.00	6,684.11 0.00 0.00	552,801.00 538,462.51 10,000.00-	633,228.00	629,228.00	580,988.00	7.04
2-01-28-370-000-020 RECR SERV&PROG OTHER EXPENSES:	0.00 0.00	40,510.56 20,163.84	307,050.00 307,010.20	391,400.00	330,900.00	275,900.00	10.14-
2-01-28-420-000-010 PUBLIC EVENTS SALARY & WAGES:	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00
2-01-28-420-000-020 PUBLIC EVENTS OTHER EXPENSES:	0.00 0.00	13,566.09 0.00	45,280.00 33,164.19	76,000.00	50,000.00	50,000.00	10.42
2-01-29-390-000-010 LIBRARY SALARY & WAGES:	0.00 0.00	0.00 0.00	41,448.00 41,447.88	43,422.00	43,422.00	43,422.00	4.76
2-01-29-390-000-020 LIBRARY OTHER EXPENSES:	0.00 0.00	15,000.00 1,677.00	919,000.00 919,000.00	1,231,331.00	1,128,000.00	1,128,000.00	22.74
2-01-30-410-000-001 PRIOR YR BILLS	0.00 0.00	0.00 0.00	85,500.90 59,073.20	24,000.00	0.00	0.00	0.00
2-01-31-430-000-020 ELECTRICITY OTHER EXPENSES: Transfers	0.00 0.00 0.00	24,394.73 24,394.73 0.00	267,000.00 324,601.00 57,601.00	0.00	0.00	0.00	0.00
2-01-31-430-000-200 ELECTRICITY	0.00 0.00	0.00 0.00	0.00 0.00	130,000.00	125,000.00	125,000.00	0.00
2-01-31-435-000-020 STREET LIGHT OTHER EXPENSES:	0.00 0.00	23,926.13 23,926.13	394,000.00 394,000.00	455,000.00	395,000.00	395,000.00	0.25
2-01-31-440-000-200 TELEPHONE	0.00 0.00	0.00 0.00	0.00 0.00	50,000.00	50,000.00	50,000.00	0.00
2-01-31-445-000-020 WATER OTHER EXPENSES:	0.00 0.00	3,633.67 0.00	24,500.00 11,025.91	10,000.00	10,000.00	10,000.00	59.18-
2-01-31-446-000-020 NATURAL GAS OTHER EXPENSES:	0.00 0.00	0.00 0.00	0.00 0.00	200,000.00	200,000.00	200,000.00	0.00

Account Number Description	1999 Approp Actual	2000 Approp Actual	2001 Approp Actual	***** Dept. Request	***** Year 2002 Admin. Recmnd	***** Budgeted	***** %PY
2-01-31-447-000-020 FUEL OIL OTHER EXPENSES:	0.00 0.00	150.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00
2-01-31-450-000-020 TELECOMMUNICAT OTHER EXPENSES:	0.00 0.00	0.00 0.00	0.00 0.00	50,000.00	50,000.00	50,000.00	0.00
2-01-31-460-000-200 GASOLINE	0.00 0.00	0.00 0.00	0.00 0.00	123,500.00	122,000.00	122,000.00	0.00
2-01-32-465-000-020 LANDFILL/WASTE OTHER EXPENSES: Transfers	0.00 0.00 0.00	0.00 0.00 0.00	880,000.00 941,051.69 80,000.00	880,000.00	850,000.00	850,000.00	11.46-
2-01-36-471-000-020 PERS OTHER EXPENSES: Transfers	0.00 0.00 0.00	48.14 0.00 0.00	19,382.00 5,973.87 10,000.00-	20,273.00	5,719.10	5,719.10	39.04-
2-01-36-472-000-020 SOCIAL SECURIT OTHER EXPENSES: Transfers	0.00 0.00 0.00	910.95 0.00 0.00	720,000.00 729,964.99 18,880.00	802,702.00	765,000.00	765,000.00	3.54
2-01-36-475-000-020 PFRS OTHER EXPENSES: Transfers	0.00 0.00 0.00	127.00 0.00 0.00	155,462.24 155,495.63 35.00	0.00	0.00	0.00	0.00
2-01-41-703-000-020 OTHER EXPENSES:	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	15,000.00	0.00
2-01-41-704-000-010 SALARY & WAGES:	0.00 0.00	0.00 0.00	60,000.00 60,000.00	0.00	0.00	60,000.00	0.00
2-01-41-706-000-010 SALARY & WAGES:	0.00 0.00	0.00 0.00	6,000.00 6,000.00	0.00	0.00	15,240.00	154.00
2-01-41-706-000-020 OTHER EXPENSES:	0.00 0.00	0.00 0.00	1,200.00 1,200.00	0.00	0.00	7,081.94	490.16
2-01-41-709-000-010 SALARY & WAGES:	0.00 0.00	0.00 0.00	12,160.00 12,160.00	0.00	0.00	0.00	0.00
2-01-41-709-000-020 OTHER EXPENSES:	0.00 0.00	0.00 0.00	977.00 977.00	0.00	0.00	0.00	0.00
2-01-41-710-000-010 SALARY & WAGES:	0.00 0.00	0.00 0.00	745.00 745.00	0.00	0.00	671.43	9.88-
2-01-41-712-000-020 OTHER EXPENSES:	0.00 0.00	0.00 0.00	36,452.00 36,452.00	0.00	0.00	24,219.00	33.56-
2-01-41-713-000-010	0.00	0.00	3,360.00	0.00	0.00	3,340.00	0.60-

Account Number Description	1999	2000	2001	***** Year 2002 *****			
	Approp Actual	Approp Actual	Approp Actual	Dept. Request	Admin. Recmnd	Budgeted	%PY
SALARY & WAGES:	0.00	0.00	3,360.00				
2-01-41-714-000-010	0.00	0.00	32,142.00	0.00	0.00	33,000.00	2.67
SALARY & WAGES:	0.00	0.00	32,142.00				
2-01-41-715-000-020	0.00	0.00	37,456.00	0.00	0.00	0.00	0.00
OTHER EXPENSES:	0.00	0.00	37,456.00				
2-01-41-770-000-010	0.00	0.00	37,305.00	0.00	0.00	0.00	0.00
SALARY & WAGES:	0.00	0.00	37,305.00				
2-01-41-770-000-020	0.00	0.00	9,009.00	0.00	0.00	0.00	0.00
OTHER EXPENSES:	0.00	0.00	9,009.00				
2-01-42-295-000-299	0.00	0.00	0.00	0.00	0.00	8,700.00	0.00
	0.00	0.00	0.00				
2-01-42-295-001-299	0.00	0.00	0.00	0.00	0.00	55,000.00	0.00
	0.00	0.00	0.00				
2-01-43-490-000-010	0.00	37.48	144,771.00	164,212.00	163,212.00	163,212.00	7.82
MUN.COURT SALARY & WAGES:	0.00	0.00	150,905.16				
Transfers	0.00	0.00	6,600.00				
2-01-43-490-000-020	0.00	1,553.26	11,280.00	0.00	11,105.00	11,105.00	1.55-
MUN.COURT OTHER EXPENSES:	0.00	1,063.19	9,154.40				
2-01-43-495-000-010	0.00	0.00	11,087.00	14,007.00	14,007.00	14,007.00	212.17
PUBLIC DEFENDE SALARY & WAGES:	0.00	0.00	0.00				
Transfers	0.00	0.00	6,600.00-				
2-01-43-495-000-020	0.00	2,700.00	3,000.00	3,000.00	3,000.00	3,000.00	0.00
PUBLIC DEFENDE OTHER EXPENSES:	0.00	0.00	0.00				
2-01-44-901-000-001	0.00	0.00	147,000.00	339,579.00	328,011.00	75,000.00	48.98-
Capital Improvement Fund	0.00	0.00	147,000.00				
2-01-45-920-000-020	0.00	0.00	1,705,105.11	1,790,000.00	1,790,000.00	1,855,000.00	8.79
BOND PRINCIPAL OTHER EXPENSES:	0.00	0.00	1,705,000.00				
2-01-45-925-000-000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NOTE PAYMENT	0.00	0.00	0.00				
2-01-45-925-000-298	0.00	0.00	231,928.74	0.00	0.00	0.00	0.00
Payment of BANS & Capital Note	0.00	0.00	143,400.55				
2-01-45-930-000-298	0.00	0.00	926,891.26	849,326.26	978,331.26	978,394.94	5.56
Interest on Bonds	0.00	0.00	928,267.24				
2-01-45-935-000-298	0.00	0.00	125,000.00	300,000.00	300,000.00	300,010.00	140.01

Account Number Description	1999	2000	2001	***** Year 2002 *****			%PY
	Approp Actual	Approp Actual	Approp Actual	Dept. Request	Admin. Recmnd	Budgeted	
Interest on Notes	0.00	0.00	72,916.66				
2-01-45-940-000-000	0.00	0.00	62,521.03	62,521.00	62,521.02	62,521.02	0.00
OLYMPIA LAKES LOAN	0.00	0.00	62,521.03				
2-01-46-870-184-298	0.00	0.00	242,900.00	0.00	0.00	0.00	0.00
Emergency Authorize - 1 year	0.00	0.00	0.00				
2-01-46-870-185-298	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Emergency Authorize - 3 year	0.00	0.00	0.00				
2-01-46-870-186-298	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Emergency Authorize - 5 year	0.00	0.00	0.00				
2-01-46-885-000-298	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash Deficit of Preceeding Yr	0.00	0.00	0.00				
2-01-50-899-000-298	0.00	0.00	1,864,245.72	1,700,000.00	1,700,000.00	1,891,900.00	1.48
Reserve For Uncollected Taxes	0.00	0.00	1,864,245.72				
2-01-55-001-000-001	0.00	0.00	0.00	0.00	0.00	0.00	0.00
County Taxes Payable	0.00	0.00	5,905,165.25				
2-01-55-001-000-002	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Local School Tax Payable	0.00	0.00	18,853,998.00				
2-01-55-001-000-003	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tax Overpayments Payable	0.00	0.00	62,441.09				
2-01-55-001-000-004	0.00	0.00	0.00	0.00	0.00	0.00	0.00
due to State for Marriage Licen	0.00	0.00	5,650.00				
2-01-55-001-000-005	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Due to State DCA Training Fees	0.00	0.00	6,324.00				
2-01-55-001-000-006	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PETTY CASH FINANCE	0.00	0.00	88.90				
2-01-55-001-000-007	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PETTY CASH RECREATION	0.00	0.00	238.23				
2-01-55-002-000-001	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Payable	0.00	0.00	0.00				
2-01-55-005-000-001	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refund of Prior Year Revenues	0.00	0.00	3,673.00				
2-01-55-005-000-002	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refund Antic. Rev Recreation	0.00	0.00	1,654.00				

Account Number Description	1999 Approp Actual	2000 Approp Actual	2001 Approp Actual	***** Dept. Request	***** Year 2002 Admin. Recmnd	***** Budgeted	***** %PY
2-01-55-005-000-003 Refund of Antic. Rev Lic. Othe	0.00 0.00	0.00 0.00	0.00 214.00	0.00	0.00	0.00	0.00
2-01-55-005-000-004 Refund of Antic. UCC Fees	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00
2-01-55-005-000-005 Refund of Antic. Rev Other	0.00 0.00	0.00 0.00	0.00 1,291.12	0.00	0.00	0.00	0.00
2-01-55-005-000-006 Refund of Current Year Taxes	0.00 0.00	0.00 0.00	0.00 2,960.58	0.00	0.00	0.00	0.00
2-01-55-005-000-007 Refund of Prior Year Taxes	0.00 0.00	0.00 0.00	0.00 2,775.30	0.00	0.00	0.00	0.00
2-01-55-006-000-001 Reserve for Tax Maps	0.00 0.00	0.00 0.00	0.00 1,593.00	0.00	0.00	0.00	0.00
2-01-55-006-000-002 Reserve for Codification (Ord)	0.00 0.00	0.00 0.00	0.00 2,750.00	0.00	0.00	0.00	0.00
2-01-55-006-000-003 Reserve for Master Plan	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00
2-01-55-006-000-004 Maintenance cost	0.00 0.00	0.00 0.00	0.00 72,329.18	0.00	0.00	0.00	0.00
2-01-55-006-000-005 TAX SALE ADVERTISEMENT	0.00 0.00	0.00 0.00	0.00 2,253.52	0.00	0.00	0.00	0.00
2-01-55-008-000-001 Interfund Animal Control	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00
2-01-55-008-000-002 Interfund Trust Other	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00
2-01-55-008-000-003 Interfund Public Assistance	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00
2-01-55-008-000-005 Interfund Burlington County	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00
2-01-55-008-000-006 Interfund Payroll Agency	0.00 0.00	0.00 0.00	0.00 6,345.29-	0.00	0.00	0.00	0.00
2-01-55-008-000-007 Interfund Capital	0.00 0.00	0.00 0.00	0.00 1,943,400.55	0.00	0.00	0.00	0.00
2-01-99-999-999-999 VENDOR ROLLOVER FROM GEMINI	0.00 0.00	0.00 0.00	0.00 316,074.77	0.00	0.00	0.00	0.00

Account Number Description	1999	2000	2001	***** Year 2002 *****			%PY
	Approp Actual	Approp Actual	Approp Actual	Dept. Request	Admin. Recmnd	Budgeted	
Totals	0.00	454,116.71	23,218,942.00	25,979,221.26	25,064,615.38	24,734,500.00	6.44
	0.00	219,265.54	49,666,608.25				
Transfers	7,751.00-	4,801.00-	18,105.00				

Uniform Fire Safety Act S&W  
Accumulated Leave Compensation

31,484. -  
102,437. - R

RESOLUTION NO. 63 - 2002

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:

- X (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 falling 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.
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- (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 matter or matters be discussed at a public meeting.

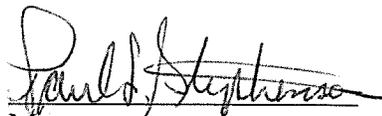
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on April 23, 2002, that an Executive Session closed to the public shall be held on April 23, 2002, at 9:35 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific item(s) 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.

Attest:

  
\_\_\_\_\_

Marie Annese RMC  
Township Clerk

  
\_\_\_\_\_  
Mayor

**RESOLUTION NO. 2002 – 64**

**A RESOLUTION APPROVING A CHANGE ORDER FOR  
EAGLE CONSTRUCTION / TOWN CENTER.**

WHEREAS, Willingboro Township Council, by Resolution No. 2001 – 72 awarded a contract to Eagle Construction for the Town Center project; and

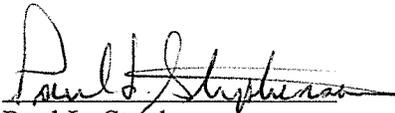
WHEREAS, the engineer has submitted a change order to increase the contract, to include work that has already been performed, resolved issues and work to be performed in accordance with his letter dated April 23, 2002; and

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council, funds being available as per the attached certificate of availability;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> day of April, 2002, that the change order be approved.

Change Order #5 adjusts the contract to include the above, to the adjusted amount of \$2,955,597.23 representing an 11% change in contract.

BE IT FURTHER RESOLVED, that copies of this change order be provided to the Finance Director for her information and attention.

  
Paul L. Stephenson  
Mayor

Attest:



Marie Annese, 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

Cayle Construction for Power Center

The money necessary to fund said contract is in the amount of \$ 220,558.83 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number ~~C-04-9000-00~~ C-04-55-901-004-030 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



651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
Fax (609) 387-3009  
www.lwrengineers.com

April 23, 2002

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

Robert W. Lord, PE & LS, PP

Raymond L. Worrell, II, PE & LS, PP, CME

Jeffrey S. Richter, PE, PP

Willingboro Township  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

RE: Willingboro Town Center  
Change Order No. 5  
LWR File No. 99-39-15-15

Mark E. Malinowski, PE

John P. Augustino

Stephen L. Berger

Gerald J. DeFelicis, Jr., CLA, PP, AICP

Barry S. Dirkin

Carl A. Turner, PE

Denise Rose and Members of Council:

I am requesting the approval of the accompanying Change Order for Eagle Construction Services, Inc. This Change Order has been prepared for work that has already performed, resolved issues and work to be performed.

The changes were required mainly for the following reasons:

1. Increased quantities to accommodate the NJDOT jug-handle entrance approval specifically related to paving, grading, and storm inlets.
2. The WMUA sanitary line installation. The WMUA is anticipated to reimburse the Township for a portion of the installation costs.
3. Unforeseen site specific circumstances such as concrete foundation removals, electrical vault removals, steam pipes, etc.
4. Street lighting was added to this contract. This added an additional length of trench and additional conduit.
5. Fountain pump voltage upgrade.
6. To accommodate Merck-Medco truck traffic by widening the Van Sciver end of Campbell Drive.

The net Change Order amount is \$220,558.83. The majority of these costs are associated with the DOT approval at the entrance.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db

99-39-15-15\CATROSE-COUNCIL-A23.DOC (02)



651 High Street  
Burlington, NJ 08016

CHANGE ORDER NO. 5

Contractor Eagle Construction Service, Inc.  
Address 1624 Jacksonville Road  
Burlington, NJ 08016

Date April 23, 2002  
Project No. 99-39-15-15  
Willingboro Town Center  
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. This Change Order covers unforeseen conditions uncovered during construction and items required to complete the tasks.

**SUPPLEMENTAL**

No.	Description	Quantity	Unit Price	Amount
S5	NJDOT White Concrete Curb	605 LF	\$18.40	\$11,132.00
S6	2" Schedule 40 PVC Conduit	827 LF	\$3.70	\$3,059.90
S7	4" Schedule 40 PVC Conduit	855 LF	\$8.77	\$7,498.35
S8	5" Schedule 40 PVC Conduit	1,235 LF	\$8.29	\$10,238.15
S9	6" Schedule 40 PVC Conduit	180 LF	\$16.12	\$2,901.60
S10	6" Schedule 40 45° Bends	2 UT	\$198.00	\$396.00
S16	Curb Removal @ Campbell Drive, Existing Driveways	1 LS	\$1,100.00	\$1,100.00
S17	Class V Pipe @ Route 130	58.5 LF	\$3.60	\$210.60
S18	Sanitary & Storm Tie-In@ Carpet Dimensions	1 LS	\$1,440.00	\$1,440.00
S19	Saddle @ 10" Sanitary Sewer Tie-In	1 UT	\$400.00	\$400.00
S20	Test Pit @ Sanitary Manhole #7	1 LS	\$500.00	\$500.00
S21	Removal of Large Vault by Sears	1 UT	\$3,300.00	\$3,300.00
S22	Concrete Foundation Removal @ College Building	1 LS	\$900.00	\$900.00
S23	DGA Adjustment on Millennium Drive	1 LS	\$3,000.00	\$3,000.00
S24	Removal of Street Light Pole	1 LS	\$200.00	\$200.00
S25	Upgrade Foundation Pump Voltage	1 LS	\$1,709.00	\$1,709.00
S26	Concrete Foundation Removal	8' x 14' x 1' 6"	T & M	\$2,500.00
S27	Street Light Wiring Trench	21	T & M	\$15,000.00
			<b>TOTAL:</b>	<b>\$65,485.60</b>

**FYTD 1**

Eagle Construction Services  
April 23, 2002  
Change Order No. 5

Page 2 of 2

Amount of Original  
Contract..... \$2,660,273.40

Carl A Turner 4/23/02  
Carl A. Turner, PE - Township Engineer Date

Adjusted amount of Contract  
due to previous Change  
Orders..... \$2,735,038.40

Willingboro Township  
Municipality

Supplemental..... \$65,485.60

Extra..... \$323,990.43

Paul J. Stephenson 4/23/02  
Mayor Date

Reduction..... \$168,917.20

Eagle Construction Service, Inc.  
Contractor

Adjusted Amount of  
Contract..... \$2,955,597.23

Chris J. Li 4-23-02  
By: Signed Date

Change in  
Contract..... 11 %

**RESOLUTION NO. 2002 - 65**

**A RESOLUTION APPOINTING DEPUTY, SUBSTITUTE  
AND TWO ALTERNATES FOR SERVICE AS  
REGISTRAR OF VITAL STATISTICS**

WHEREAS, Willingboro Township Council has determined a need to reorganize the office of the Registrar of Vital Statistics due to personnel changes; and

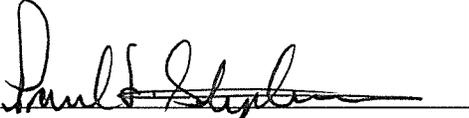
WHEREAS, the Registrar of Vital Statistics needs a Deputy Registrar, a substitute Deputy and two alternates; and

WHEREAS, the Registrar has recommended the following to serve in her absence:

Deanna Bates	Deputy Registrar
Dorothea Juliano	Substitute Deputy Registrar
Carmela Spych	Alternate Registrar
Lamar Russell	Alternate Registrar

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7<sup>th</sup> day of May, 2002, that the above are hereby appointed to the office of the Registrar of Vital Statistics.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to Joanne Diggs, Treasurer/Tax Collector and the Registrar of Vital Statistics for their information.

  
Paul L. Stephenson  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

# WILLINGBORO TOWNSHIP

## INTEROFFICE MEMO

**DATE:** April 23, 2002  
**TO:** Denise Rose  
**FROM:** Joanne Diggs   
**SUBJECT:** Registrar of Vital Statistics

Deanna Bates and Lamar Russell will be taking the three classes for Registrar of Vital Statistics in May 2002. Deanna works ½ time in the Registrar's office so it would be appropriate to make her the Deputy Registrar. We want to make Dot the substitute Deputy to fill in for vacations, etc.

Carmela is currently an Alternate Registrar and we sincerely appreciate her help when necessary. The law allows two Alternate Registrars so we wish to add Lamar Russell who is currently helping in that office when needed.

*Marie,  
no rush. whenever time permits.  
Joanne*

C. Marie Annese ✓

~~WRITE OFF OVERPAYMENT BALANCES~~

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Township Council has determined a need to reorganize the office of the Registrar of Vital Statistics due to personnel changes, and

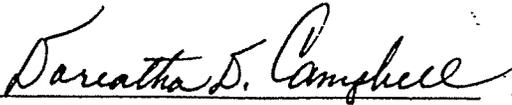
WHEREAS, the Registrar of Vital Statistics needs a Deputy Registrar, a substitute Deputy and two alternates, and

WHEREAS, the Registrar has recommended the following to serve in her absence:

- Deanna Bates—Deputy Registrar
- Dorothea Juliano—Substitute Deputy Registrar
- Carmela Spych—Alternate Registrar
- Lamar Russell—Alternate Registrar

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this ~~2nd day of February, 1993~~, that ~~the above~~ <sup>are</sup> hereby appointed to the <sup>office of the</sup> Registrar of Vital Statistics.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to Joanne Diggs, Treasurer/Tax Collector and <sup>the Registrar of Vital Statistics</sup> ~~Carmela Spych~~ for their information.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

✓

**RESOLUTION NO. 2002- 66**  
**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.**

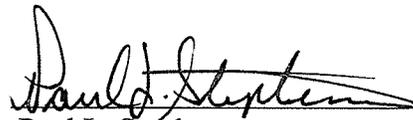
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7<sup>th</sup> day of May, 2002, that the attached schedule is 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.

  
Paul L. Stephenson  
Mayor

Attest:



Marie Annese, RMC  
Township Clerk

# WILLINGBORO TOWNSHIP

## INSPECTIONS INTER-OFFICE MEMO

TO: DENISE M. ROSE  
TOWNSHIP MANAGER

MARIE ANNESE  
TOWNSHIP CLERK

FROM: LEONARD MASON  
DIRECTOR OF INSPECTIONS

DATE: APRIL 30, 2002

SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

Under the Township's Property Maintenance Ordinance, liens have been imposed on properties in the amount of **\$3,686.80** for the time period of April 1, 2002 through April 30 2002.

Under ordinance 21-9.13, I am placing liens against the following properties.

**Property Maintenance:** Properties

<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>WORK DONE</u>	<u>AMOUNT</u>
26 Southampton Ln.	1174-9	Clean up entire property	\$170.00
79 Edge Ln.	833-104	Remove tires & grill left at curb	\$ 50.00
164 Somerset Dr.	125-17	Clean up entire property	\$100.00
36 Belmont Ln.	241-12	Remove untied, uncut carpet from curb	\$ 90.00
48 Ember Ln.	833-75	Remove trash/debris and household items	\$200.00
60 Torrington Ln.	1108-8	Trim overgrown shrubby, rake and bag leaves	\$540.00

85 Gainscott Ln.	708-27	Clean up entire property	\$240.00
12 Genesee Ln.	721-2	Clean up trash debris from sides of property	\$192.00
4 Plumtree Ln.	328-19	Remove debris from property	\$120.00
29 Hillcrest Ln.	626-10	Clean up debris on entire property rake and remove all leaves	\$238.80
54 Bloomfield Ln.	208-16	Remove paint cans from curb	\$48.00
10 Enfield Ln.	811-18	Remove trash and debris from yard	\$82.00
48 Ember Ln.	833-75	Remove debris left at curb	\$130.00
59 Fairmount Ln.	1202-85	Remove cardboard boxes from curb	\$70.00
<b>Green Thumb Lawn &amp; Landscaping</b>			
29 Hillcrest Ln.	626-10	Emergency board up of windows	\$876.00
25 Hopewell Ln.	614-23	Emergency board up of windows & door	\$420.00
<b>Stokley's</b>			
164 Somerset Dr.	125-17	Board up of 2 windows	\$120.00

*Leonard Mason*

---

Leonard Mason  
Director of Inspections

RESOLUTION NO. 2002 - 67

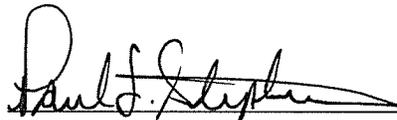
**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.**

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 7<sup>th</sup> day of May, 2002, 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.

  
Paul L. Stephenson  
Mayor

Attest:



Marie Annese, RMC  
Township Clerk

TRANSAMERICA REAL ESTATE TAX SERVICE \$756.33  
SUITE 210  
58 SOUTH SERVICE ROAD  
MELVILLE, NEW YORK 11747  
BLOCK 606  
LOT 17  
33 HUNTINGTON LANE  
OVERPAYMENT TAXES

CARTER, ROBERTA B. 624.10  
10 RAEBURN LANE  
BLOCK 903  
LOT 33  
10 RAEBURN LANE  
OVERPAYMENT TAXES

D'AUTRECHY-SCOTT, CHARLOTTE 106.50  
8 PINE LANE  
BLOCK 412  
LOT 63  
8 PINE LANE  
OVERPAYMENT TAXES

CONGRESS TITLE DIVISION 975.06  
110 BARCLAY PAVILION  
CHERRY HILL, N.J. 08034  
BLOCK 824  
LOT 5  
18 EAST GATE LANE  
OVERPAYMENT TAXES

TAX REDEMPTION ACCOUNT 12,839.76  
B-1116 L-1  
B-1124 L-29  
B-703 L-35  
B-421 L-10  
B-15 L-1  
B-208 L-20  
B-332 L2  
B-308 L-1  
B-239 L-23  
B-108 L-14  
B-5.02 L-16  
OVERPAYMENT TAXES

**RESOLUTION NO. 2002 - 68**

**A RESOLUTION AWARDING A BID FOR POLICE DEPARTMENT  
UNIFORMS TO OAKWOOD UNIFORMS**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for POLICE DEPARTMENT UNIFORMS; 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 bids of OAKWOOD UNIFORMS; and

WHEREAS, funds are available for the 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 7<sup>th</sup> day of May, 2002, that the bids be accepted as per the attached bid return sheet and recommendations; and

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

  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, 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

Bethwood Place Department Services  
Okewood Services

The money necessary to fund said contract is in the amount of \$ 40,000.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 2101-25240-247032. 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

**WILLINGBORO TOWNSHIP POLICE**

***INTER-DEPARTMENTAL MEMO***

---

---

TO: DENISE M. ROSE  
TOWNSHIP MANAGER

FROM: BENJAMIN C. BRAXTON  
DIRECTOR OF PUBLIC SAFETY

DATE: APRIL 26, 2002

SUBJECT: **BID AWARD**

---

It is the recommendation of the Police Department that the bid submitted by Oakwood Uniform Company be awarded. There were no bidders present, and the only bid received by mail was from Oakwood Uniform Company.



---

Benjamin C. Braxton  
Director of Public Safety

UNIFORMS POLICE DEPARTMENT  
BID OPENING MONDAY, APRIL 15, 2002 AT 10:30 P.M.  
BIDS OPENED BY Deirdre Jones IN THE PRESENCE OF OFFICER BEINIEK AND BIDS TURNED  
OVER TO OFFICER BEINIEK FOR REVIEW AND RECOMMENDATION.

BIDDERS: 1 OsKwood

REQUIRED DOCUMENTS:

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

RESOLUTION NO. 2002 - 72

**A RESOLUTION AWARDING A BID FOR WILLINGBORO  
SHARED SERVICES PLAYGORUND IMPROVEMENTS**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Willingboro Shared Services Playground Improvements; and

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

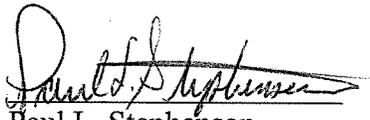
WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Jones Masonry, Tabernacle, New Jersey** in the amount of \$127,500.00; and

WHEREAS, the bid of the above has been found to be correct and satisfactory both in form and in content; 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 7<sup>th</sup> day of May, 2002, that the bid be accepted as per the attached recommendation.

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

  
Paul L. Stephenson  
Mayor

Attest:  
  
Marie Annese, 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

BOARD of Bid - W'boro Shared Service Program  
Improvements. TO Jones Masonry  
Taber Place, N.J.

The money necessary to fund said contract is in the amount of \$ 127,500.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number \_\_\_\_\_. These funds are not being certified as being available for more than one pending contract.

C-04-55-900-001-907 - ~~54,282.47~~ 57,949  
C-04-55-998-002-928- 10,904.00  
C-04-55-999-003-918 3,647.00  
2-04-42-295-001-299. 55,000.00

Joanne M. Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

**Township of Willingboro**

**Department of Recreation/Public Works**

**Interoffice Memorandum**

May 7, 2002

**TO: DENISE ROSE, TOWNSHIP MANAGER**  
**FROM: HARRY W. McFARLAND, SUPERINTENDENT**  
**RE: PLAYGROUND EQUIPMENT**

---

I am recommending that the bid for installation of playground equipment by Jones Masonry in the amount of \$127,400.00 be accepted. This will conclude the Elementary School Playground property as directed by the Shared Services Committee.

The district has forwarded funds in the amount of \$120,000.00, which they have directed to be credited as their half of the purchase and installation. We should have a similar amount to match. This would leave us with a deficit of \$40,000.00, which we would have to split with the school district.

It is my feeling this is consistent with the decisions of the Shared Services Committee.

The real challenge may be to find the available funds, especially if the funding from the Board was not put in Trust.

The 2001 Capital Budget contains \$83,000.00 for the purchase of playground equipment for township parks, and I will have to search for funding for installation. The specifications for the installation will be done in late spring.

  
Harry W. McFarland, Superintendent  
Recreation/Public Works Department

HWM/rmj

*Approved*

Robert W. Lord, PE & LS, PP

Raymond L. Worrell, II, PE & LS, PP, CME

Jeffrey S. Richter, PE, PP

May 6, 2002

Mark E. Malinowski, PE

Members of Council  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

John P. Augustino

Stephen L. Berger

Gerald J. DeFelicis, Jr., CLA, PP, AICP

Barry S. Dirkin

Carl A. Turner, PE

RE: Recommendation of Award  
Willingboro Shared Services  
Playground Improvements  
Willingboro Township  
LWR File No. 2001-39-15-04

Patrick J. Ennis, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Dear Council Members:

Submitted herewith is the justification package for contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract Documents titled Willingboro Shared Services, Willingboro School Playgrounds Construction Contract. The tasks covered in the above referenced text have been authorized under Shared Services Agreement between Willingboro Township and the Willingboro School District. Based on the dollar amount and services required, a lump sum contract for \$127,500.00 exercising all options is considered the most applicable contract type.

**A. Scope of Work:**

A brief summary of the scope of work to be performed under the proposed contract is as follows:

- Site Preparation
- Play Piece Installation
- Shredded Wood Safety Surface
- 4" Dense Graded Aggregate
- 4" Concrete Sidewalk
- Lawn Seeding
- 4" Perforated Corrugated Polyethylene Pipe

**B. Bid Solicitation:**

A solicitation notice was placed in the Burlington County Times (BCT) for the construction of proposed playgrounds at seven (7) playgrounds throughout the Township of Willingboro. The Contract Documents (Plans and Specifications) were made available to interested bidders beginning on April 8, 2002.

All bids were due in the Township Clerk's Office no later than 10:00 AM on April 26, 2002. Four vendors submitted bids. The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received from the following:

- Jones Masonry
- Whirl Corporation, Inc.
- Greenlane of South Jersey, Inc.
- R.D. Zeuli, Inc.

All submitted proposals met the time and delivery criteria.

**C. Price Analysis/Justification:**

A responsiveness check was performed to insure that all of the information requested was submitted and formatted in accordance with the Contract Documents. All submitted proposals were deemed responsive.

An itemized cost comparison is contained on the Bid Tabulation sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount. Jones Masonry submitted the low bid in the amount of \$127,000.00.\* A summary of the four bids received is as follows:

- Jones Masonry \*\$127,000.00
- Whirl Corporation, Inc. \$167,450.00
- Greenlane of South Jersey, Inc. \$201,275.00
- R.D. Zeuli, Inc. \$202,775.00

An Engineer's Cost Estimate was prepared by LWR to determine the approximate worth of this project. This estimate is also contained on the Bid Tabulation Sheet attached. The LWR Engineer's Estimate is \$156,600.00. Only one of the bids submitted was lower than the LWR Engineering estimate by approximately 32%. Two of the bids were within 1% of each other, however they were approximately 20% higher than the LWR estimate.

Based on the range of the bids received and the fact that the LWR Engineer's Estimate is close to the average of all bids submitted, LWR considers the bids to valid and competitive.

\* Upon tabulating the Bids a \$100.00 math error calculation was found.

**D. Responsibility**

A reference inquiry of Associated Contractors and Consultants was made by LWR. This inquiry was limited to reference verifications in addition to bond and surety submission.

The following three references were contacted:

- Monmouth County Board of Recreation Supervisors
- Key Engineers
- Habitact Architects

All references responded favorably for Jones Masonry.

Based on the references contacted, LWR determines Jones Masonry is a responsible contractor capable of doing site work, although none of the references or previous experience was directly similar to the installation of play ground equipment.

**E. Recommendation:**

In reviewing all proposals, consideration was given to the following: technical ability to perform the required work, period of response, estimated time of completion, and total estimated costs.

LWR recommends the award of a lump sum contract of \$127,000.00 exercising all options to Jones Masonry, for the scope of work mentioned herein. Jones Masonry has submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

Very truly yours,

LORD, WORRELL, & RICHTER, INC.



Carl A. Turner, PE  
Willingboro Township Engineer

Enclosure

CAT:db

c: Ms. Denise Rose, Township Manager



**WILLINGBORO SHARED SERVICES  
PLAYGROUND IMPROVEMENTS**

LWR File No. 2001-39-15-04  
April 26, 2002 @ 10:00 AM

Township of Willingboro, One Salem Road, Willingboro, NJ

Carl A. Turner, PE, Willingboro Township Engineer

**Bid Tabulation**

Jones Masonry  
P.O. 2401  
Tabernacle, NJ 08088  
609-268-3124

Whirl Corp., Inc.  
187 Main St.  
Port Monmouth, NJ 07758

Greenlane of SJ, Inc.  
251 Aura Rd.  
Mullica Hill, NJ 08062  
856-589-4461

R.D. Zeuli, Inc.  
P.O. Box 350  
W. Berlin, NJ 08091  
856-768-1985

**ENGINEER'S ESTIMATE**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT						
1	Site Preparation	4	LS	\$ 3,500.00	\$ 14,000.00	\$ 2,650.00	\$ 10,600.00	\$ 5,600.00	\$ 22,400.00	\$ 5,100.00	\$ 20,400.00	\$ 3,494.00	\$ 13,976.00
2	Play Piece Installation	4	LS	\$ 5,000.00	\$ 20,000.00	\$ 6,250.00	\$ 25,000.00	\$ 5,650.00	\$ 22,600.00	\$ 9,500.00	\$ 38,000.00	\$ 13,700.00	\$ 54,800.00
3	Shredded Wood Safety Surface	4	LS	\$ 7,500.00	\$ 30,000.00	\$ 5,250.00	\$ 21,000.00	\$ 7,200.00	\$ 28,800.00	\$ 7,125.00	\$ 28,500.00	\$ 6,578.00	\$ 26,312.00
4	4" Perforated Corrugated Polyethylene Pipe	4	LS	\$ 5,800.00	\$ 23,200.00	\$ 3,750.00	\$ 15,000.00	\$ 3,400.00	\$ 13,600.00	\$ 4,800.00	\$ 19,200.00	\$ 4,360.00	\$ 17,440.00
5	4" Dense Graded Aggregate	1	LS	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 750.00	\$ 750.00	\$ 1.00	\$ 1.00
6	4" Concrete Sidewalk	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 850.00	\$ 850.00	\$ 2,250.00	\$ 2,250.00	\$ 1,725.00	\$ 1,725.00
7	Lawn Seeding	4	LS	\$ 400.00	\$ 1,600.00	\$ 750.00	\$ 3,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,800.00	\$ 7,200.00	\$ 675.00	\$ 2,700.00
<b>TOTAL LUMP SUM BASE BID: Items 1-7</b>					<b>\$ 90,000.00</b>		<b>\$ 75,000.00</b>		<b>\$ 94,400.00</b>		<b>\$ 116,300.00</b>		<b>\$ 116,954.00</b>

**(OPTION 1 - W.R. JAMES)**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT						
1	Site Preparation	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 2,650.00	\$ 2,650.00	\$ 5,600.00	\$ 5,600.00	\$ 5,100.00	\$ 5,100.00	\$ 3,494.00	\$ 3,494.00
2	Play Piece Installation	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,650.00	\$ 5,650.00	\$ 9,500.00	\$ 9,500.00	\$ 13,500.00	\$ 13,500.00
3	Shredded Wood Safety Surface	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,250.00	\$ 5,250.00	\$ 7,200.00	\$ 7,200.00	\$ 7,125.00	\$ 7,125.00	\$ 6,578.00	\$ 6,578.00
4	4" Perforated Corrugated Polyethylene Pipe	1	LS	\$ 5,800.00	\$ 5,800.00	\$ 3,750.00	\$ 3,750.00	\$ 3,400.00	\$ 3,400.00	\$ 4,800.00	\$ 4,800.00	\$ 4,360.00	\$ 4,360.00
5	Lawn Seeding	1	LS	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00	\$ 675.00	\$ 675.00
<b>TOTAL LUMP SUM BASE BID: Items 1-5</b>					<b>\$ 22,200.00</b>		<b>\$ 17,500.00</b>		<b>\$ 23,850.00</b>		<b>\$ 28,325.00</b>		<b>\$ 28,607.00</b>

**(OPTION 2 - MARTIN LUTHER KING)**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT						
1	Site Preparation	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 2,650.00	\$ 2,650.00	\$ 5,600.00	\$ 5,600.00	\$ 5,100.00	\$ 5,100.00	\$ 3,494.00	\$ 3,494.00
2	Play Piece Installation	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,650.00	\$ 5,650.00	\$ 9,500.00	\$ 9,500.00	\$ 13,500.00	\$ 13,500.00
3	Shredded Wood Safety Surface	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,250.00	\$ 5,250.00	\$ 7,200.00	\$ 7,200.00	\$ 7,125.00	\$ 7,125.00	\$ 6,578.00	\$ 6,578.00
4	4" Perforated Corrugated Polyethylene Pipe	1	LS	\$ 5,800.00	\$ 5,800.00	\$ 3,750.00	\$ 3,750.00	\$ 3,400.00	\$ 3,400.00	\$ 4,800.00	\$ 4,800.00	\$ 4,360.00	\$ 4,360.00
5	Lawn Seeding	1	LS	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 675.00	\$ 675.00
<b>TOTAL LUMP SUM BASE BID: Items 1-5</b>					<b>\$ 22,200.00</b>		<b>\$ 17,500.00</b>		<b>\$ 24,850.00</b>		<b>\$ 28,325.00</b>		<b>\$ 28,607.00</b>

**(OPTION 3 - HAWTHORNE)**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT						
1	Site Preparation	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 2,650.00	\$ 2,650.00	\$ 5,600.00	\$ 5,600.00	\$ 5,100.00	\$ 5,100.00	\$ 3,494.00	\$ 3,494.00
2	Play Piece Installation	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,650.00	\$ 5,650.00	\$ 9,500.00	\$ 9,500.00	\$ 13,500.00	\$ 13,500.00
3	Shredded Wood Safety Surface	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,250.00	\$ 5,250.00	\$ 7,200.00	\$ 7,200.00	\$ 7,125.00	\$ 7,125.00	\$ 6,578.00	\$ 6,578.00
4	4" Perforated Corrugated Polyethylene Pipe	1	LS	\$ 5,800.00	\$ 5,800.00	\$ 3,750.00	\$ 3,750.00	\$ 3,400.00	\$ 3,400.00	\$ 4,800.00	\$ 4,800.00	\$ 4,360.00	\$ 4,360.00
5	Lawn Seeding	1	LS	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 675.00	\$ 675.00
<b>TOTAL LUMP SUM BASE BID: Items 1-5</b>					<b>\$ 22,200.00</b>		<b>\$ 17,500.00</b>		<b>\$ 24,350.00</b>		<b>\$ 28,325.00</b>		<b>\$ 28,607.00</b>

✓

RESOLUTION NO. 2002 - 73  
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

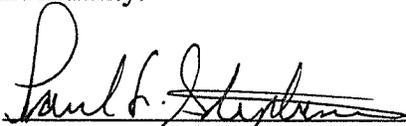
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(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 falling 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 matter or 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 5/7, 2002, that an Executive Session closed to the public shall be held on 5/7, 2002, at 7:45 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.

  
Paul L. Stephenson, Mayor

ATTEST:  
  
Marie Annese, RMC  
Township Clerk

## RESOLUTION TO CANCEL TAXES

**WHEREAS**, The records of the Tax Collector of the Township of Willingboro indicate the existence of added assessments as follows:

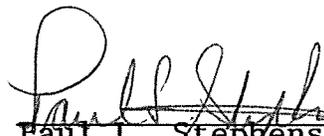
<u>Year</u>	<u>Block/Lot/Qual.</u>	<u>Assessed to</u>	<u>Amount</u>
2000-2001	701/23	Sharon Hart-Mack	189.99

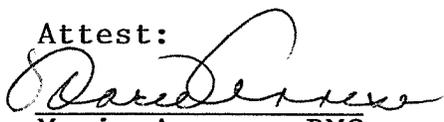
**AND WHEREAS**, The above taxes represent added assessments on properties that were for a time prior to the sale of the property.

**AND WHEREAS**, This tax was paid by the current owner but should have been paid by the previous owner at settlement.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of May, 2002 that the Tax Collector is hereby authorized and directed to cancel the same pursuant to R.S. 54:4-91.1 and 91.2 and refund the owner for the amount paid in error.

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

  
Paul L. Stephenson  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

✓

**RESOLUTION NO. 2002 - 75**

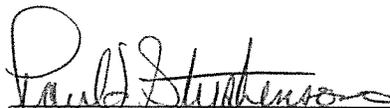
**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.**

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 14th day of May, 2002, 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.

  
\_\_\_\_\_  
Paul L. Stephenson  
Mayor

Attest:

  
\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

WELLS FARGO HOME MTG. 1 HOME CAMPUS DES MOINES, IA. 50328 BLOCK 523 LOT 15 132 MILLBROOK DRIVE OVERPAYMENT TAXES	\$1414.64
EVELYN STEIN C/O HANGLEY, ARONCHICK, SEGAL & PUDLIN 20 BRACE ROAD SUITE 201 CHERRY HILL, N.J. 08034 BLOCK 112 LOT 12 19 SOUTHAMPTON DRIVE OVERPAYMENT TAXES	65.23
TAX REDEMPTION ACCOUNT BLOCK 328 LOT 28 36 PLUMTREE LANE OVERPAYMENT TAXES	746.31
WOODWORTH, HARRY G. 46 GAYLORD CIRCLE BLOCK 727 LOT 64 46 GAYLORD CIRCLE OVERPAYMENT TAXES	100.00
WELLS FARGO HOME MTG. C/O RYAN FORTENBURY 8435 STEMMONS FRWY. 9 <sup>TH</sup> FLR. DALLAS, TX. 75247 BLOCK 123 LOT 21 22 SOMERSET DRIVE OVERPAYMENT TAXES	168.50

✓

RESOLUTION NO. 2002 - 76  
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

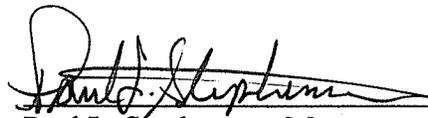
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 falling 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 matter or 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 May 14, 2002, that an Executive Session closed to the public shall be held on May 14, 2002, at 9:50 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.

  
Paul L. Stephenson, Mayor

ATTEST:  
  
Marie Annese, RMC  
Township Clerk

**TOWNSHIP OF WILLINGBORO**

Resolution No. 2002-77

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO CERTIFYING THE AMOUNT NECESSARY TO BE APPROPRIATED FOR THE 2002 - 2003 BUDGET OF THE WILLINGBORO TOWNSHIP SCHOOL DISTRICT.

**WHEREAS**, the 2002-2003 Budget of the Willingboro Township School District was rejected by the voters at the annual school election, and

**WHEREAS**, the Township Council of the Township of Willingboro is required by N.J.S.A. 18A:13-19 to determine the amount or amounts which it deems necessary to provide a thorough and efficient system of schools in the district for the ensuing school year, and

**WHEREAS**, the Township Council of the Township of Willingboro has met in joint public meetings with the Board of Education and the Administration of the Willingboro Township School District to consult with the Board of Education on the 2002-2003 budget, and

**WHEREAS**, the Township Council has determined the budget amounts necessary in order to provide a thorough and efficient system of public schools in the Willingboro Township School District,

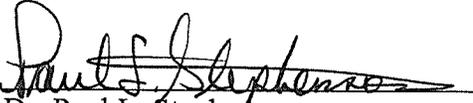
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Willingboro, assembled in public session this 14<sup>th</sup> day of May, 2002, that the Township Council hereby determines and directs the Clerk of the Township of Willingboro to certify to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation the following as the amounts necessary to be appropriated in order to provide a thorough and efficient system of schools in the District for the 2002-2003 school budget year:

Original Tax Levy appearing on the ballot at the 2002 Annual School Election.....	\$18,285,098.00
Amount of Reduction to tax levy for base budget .....	0.00
Amount Certified as necessary to be raised in the Willingboro Township School District by taxation for school purposes .....	\$18,285,098.00

and

**BE IT FURTHER RESOLVED** that the reasons for the action of the Township Council are set forth in the attached statement, which is hereby incorporated as a part of this Resolution and it is hereby certified that the amount set forth as the tax levy for the base budget is sufficient to provide a thorough and efficient education in the Willingboro School District.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution, including the attached Statement, shall be provided to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation, for their information and attention.

  
Dr. Paul L. Stephenson  
Mayor

**IT IS HEREBY CERTIFIED** that true copy of a resolution by the Township Council of the township of Willingboro assembled in public session on May 14, 2002.

**IT IS FURTHER CERTIFIED** to the board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the amount set forth in the Resolution is the amount determined to be necessary to provide a thorough and efficient System of schools in the Willingboro Township School District for the 2002-2003 school budget year.

ATTEST:

  
Marie Annese, RMC  
Township Clerk

## STATEMENT OF THE WILLINGBORO TOWNSHIP COUNCIL ON THE 2002 – 2003 WILLINGBORO SCHOOL BUDGET

Since 1972 there have been a total of 31 school budgets submitted to the voters.

The voters have approved 9 of those budgets and have required the Township Council to act on 22 of the annual school budgets. The last budget to receive the approval of the voters was the 2001-2002 school budget.

In many of those years the Council has been critical of the budgetary practices of the Board of Education and has made significant cuts where it concluded that there was over budgeting, excess surplus or items which simply were not needed in order to provide a thorough and efficient system of public schools. However, this is the second consecutive year that the school district tax levy has not increased.

Over the past several years, however, there has been a significant change in the budgetary oversight by the Board of Education and there has been an equally significant tightening of the budget. At the same time, the Board of Education has had to confront serious issues relating to the maintenance of facilities, the replacement of long time teachers and support staff, dramatic changes in the central administration, new demands for services and state aid which no longer keeps pace with even the low current rate of inflation.

The Board of Education must devote resources, including resources from the 2002-2003 budget, to address issues of school security, maintenance of facilities, including the athletic facilities and the provision of health care.

In addition, the Board of Education is required to provide extraordinary funding for students with special needs, a program which should properly be funded by the State of New Jersey independent of the already limited funding for public schools. The fact is that children with special needs place the heaviest financial burden on the school budget and an extraordinarily high number of students in the system, approximately 20% of the total enrollment, have been identified as having special needs and requiring programs and expenditures to meet those essentials.

There also needs to be attention given at the State level to the very substantial impact on the school district by the placement of an extraordinary number of foster children into Willingboro. The School District is required to educate those children, but the funding for those children is not being fully funded by the State and the resulting impact on the taxpayers of Willingboro is unconscionable. In addition to the fiscal impact of the large numbers of foster children, there is an impact on the ability of the school district to provide quality education and to increase the test scores by which the School District is evaluated. The transient nature of foster children presents unique challenges for public education and the scores of those children should not be included in the overall test score evaluation of the school district.

The Board of Education and the Township Council have forged a new working relationship which has resulted in shared services and savings to the taxpayers of the community. The Township Council and the Board of Education have directed their respective staffs to explore even more ways of working together and sharing services.

Most of the criticisms that have been heard regarding the school budgeting process and oversight have been heard for many years and have become a part of the history of the annual school budgeting process.

Two (2) years ago the Township Council determined that the school budget was so tight that additional reductions could not be safely made without jeopardizing a thorough and efficient system of public schools.

The financial situation this year is even tighter. Shortfalls resulting from under budgeting of the amount needed to compensate retiring staff and the funding needed to provide the required health care insurance for employees has resulted in a situation where there is essentially no available surplus. While surplus funds should not be excessively high, there is a real fiscal danger in not maintaining some surplus funds for unanticipated contingencies or to appropriate into future budgets.

The forecast for the next several years is that budgets will continue to be exceptionally tight and many desirable programs as well as needed maintenance will have to be carefully phased in over several years.

It would be advisable for the Board of Education and the School Administration to spend the next few months developing a five (5) year plan projecting the financial needs of the school district and the manner in which those needs will be addressed. The citizens need that information and need to have confidence in the fiscal planning undertaken by the school district.

When the Township Council held a public hearing on the school budget to solicit comments and suggestions from the public, there were recommendations that the school budget could be cut, but there were no specifics that could actually indicate that the school budget had excess funding.

There are others, including some school board members, who suggest that the very fact of the budget rejection by the voters requires the Council to cut the budget.

Nothing could be further from the truth. While the rejection of the school budget by the voters requires the Township Council to review the school budget and to certify the amount to be raised locally in order to provide a thorough and efficient system of public schools in Willingboro, there is certainly no mandate from the voters for major reductions, which would require major cutbacks on educational programs. The Council has always tried to avoid making budget reductions which would impair the ability of the School District to provide a quality education to the young citizens of our community.

It is very important to keep in focus the primary function of the School District, to provide a quality education to the students. The failure to meet that need will have an impact on the current students and on society in general for generations to come.

The members of the Board of Education who are elected to govern the school system and to determine the needs of the school system were substantially united in support of the budget, and have been substantially united in recognizing the severe financial situation confronting the school district.

The Township Council has been impressed with the efforts being made and the fiscal controls being exercised by the Board of Education and the School Administration. The Council members wish to express their confidence in the leadership being provided by the Superintendent of Schools, Dr. Alonzo Kittrels, and by the School Business Administrator, Abdi Gass. The presentation of the information to the Township Council was very helpful.

The Administration and the Board of Education need to find a means to provide the citizens with an understanding of the budget, the fiscal problems facing the School District, the impact of the budget on educational programming, the needs for school facility maintenance and the long term plans for the School District.

In addition, the school administration needs to explore means in which the needs for the school district can be provided in a more efficient and cost effective manner. For example, the Township has had very good experience in using Joint Insurance Funds to meet the needs of the Township for liability insurance, worker's compensation insurance and for medical benefits insurance. The benefits are more than just the cost, they have assisted the Township in training programs for employees designed to prevent injuries and claims, not just to deal with the impact after the injury has occurred. There are several Joint Insurance Funds for school districts and the school administration should explore the various alternatives that may be available in that regard.

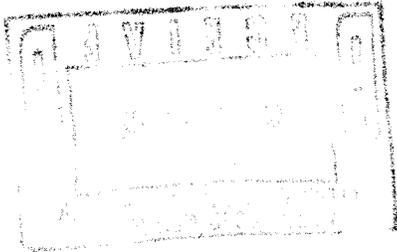
It is not the role of the Township Council to micromanage the school district and we have no intention of doing so. While we can make suggestions, we respect the role of the Board of Education and their responsibility to govern the school district. They are elected for that purpose. Where the Council and the Board of Education can work together in the interest of our citizens, we are prepared to cooperate and to expand our previous efforts at shared services.

In previous years the Council has been able to suggest reductions in the free unappropriated balance, but this year there is no such flexibility.

In reviewing the budget and the impact of the present budget on programs, the Council believes that some programs which have been cut are needed and will require additional funds. There is a need to reinstate the summer school program, in order to provide the educational needs of the students. There is essential maintenance that needs to be done

on school facilities, including the athletic facilities. Those needs cannot be ignored and they cost money.

The Township Council has determined that the sum of \$18,285,098.00 is necessary for the provision of a thorough and efficient system of public schools in the Willingboro School District, and therefore is certifying that amount.



\*\*\*\*\* Edits Were Run and No Errors Were Detected \*\*\*\*\*

New Jersey Department of Education  
 Division of Finance  
 Certificate and Report of School Taxes  
 (2002-2003 School Year)

AAF - FORM A

05/30/2002  
 16:09:27  
 9216

BURLINGTON - WILLINGBORO TWP

Accounts (1)	Tax Levy Certified by Board of School Estimate, Municipality, Commissioner or Voted (2)	Balance of Levy from 2001-02 to be raised in 2002 (3)	Amount in col. 2 to be raised in 2002 Levy (4)	Total 2002 Tax Levy (5)	Amount in col. 2 Deferred to 2003 Levy (6)
General Fund	18,285,098.00	0.00	18,285,098.00	18,285,098.00	0.00
Debt Service	638,539.00	0.00	638,539.00	638,539.00	0.00
Totals	18,923,637.00	0.00	18,923,637.00	18,923,637.00	0.00
			Grand Total	18,923,637.00	

Tax certification of prior year received too late for 2001 Levy.  
 Other\*

\*This line should be used for adjustments which are not part of the budget.

CERTIFICATION

It is hereby certified that the above figures are true figures setting forth the total amount required for school purpose in the school district of WILLINGBORO TWP County of BURLINGTON for the 2002-2003 school year and that the sum of \$ 18,923,637.00 is required to be levied for local school district purposes for the calendar year 2002.

It is hereby certified that the sum of \$18,923,637.00 is required to be levied for local district school taxes for the calendar year 2002.

Board of Education of WILLINGBORO TWP, N. J.

WILLINGBORO TWP

  
 Board Secretary

5/30/02  
 Date

  
 Municipal Clerk

5/30/02  
 Date

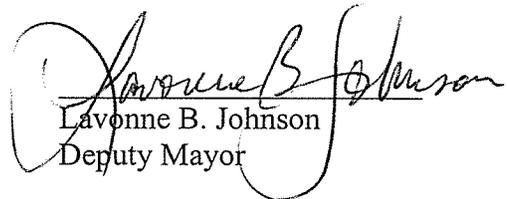
**RESOLUTION NO. 2002 - 78**

WHEREAS, the Communication Workers of America, AFL-CIO, Local 1034 (Willingboro School Traffic Guards) and the Township of Willingboro 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 6<sup>th</sup> day of August, 2002, that:

- A. The attached collective negotiation agreement is approved, covering the period July 1, 2000 through June 30, 2005 and for succeeding periods of 12 months unless either party shall notify the other in writing as per the Agreement.
- B. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Communications Workers of America.
- C. A copy of this resolution shall be submitted to the President of the Communication Workers of America for his/her information and attention.

  
Lavonne B. Johnson  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

AGREEMENT BETWEEN  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
LOCAL 1034  
WILLINGBORO SCHOOL TRAFFIC GUARDS  
AND  
THE TOWNSHIP OF WILLINGBORO

JULY 1, 2000 THROUGH JUNE 30, 2005

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## ARTICLE I - PREAMBLE

This Agreement is entered into by the Township of Willingboro referred to as the "Employer" and the employees of the Willingboro Traffic Guard Unit, Communications Workers of America, AFL-CIO hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other conditions of employment for the employees represented by the Union.

## ARTICLE II - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its employees in the established bargaining unit. This unit includes all Traffic Guards employed by the Township. Excluded are all other employees of the Township including Supervisors within the meaning of the Act.

### ARTICLE III - HOURS OF WORK

Hours of work shall be determined by the Township. Changes in the hours of work will be negotiated.

#### ARTICLE IV - OVERTIME/EXTRA DUTY

Overtime: Overtime shall be paid in accordance with the Fair Labor Standards Act.

Extra Duty: Whenever a member shall be called in for extra duty, beyond the regularly scheduled duty hours, the member shall be guaranteed two (2) hour's minimum daily.

Whenever extra traffic control duty opportunities are to be made available to School Traffic Guards, those opportunities shall be offered to members of the Union in accordance with a list of School Traffic Guards maintained by the Township. The list shall include all School Traffic Guards employed by the Township with the most senior School Traffic Guard as the first name on the list.

As extra duty opportunities occur the first such opportunity shall be offered to the most senior name on the list. If that person shall be unavailable or shall decline the opportunity it shall then be offered to the next most senior person on the list proceeding in the same manner through the list until the opportunity is accepted. The next such opportunity shall then be offered to the next person on the list after the person who accepted the most recent extra duty opportunity, so that each School Traffic Guard will be offered an opportunity for extra duty before returning to the most senior School Traffic Guard on the list.

## ARTICLE V - EMERGENCY SCHOOL CLOSING

In the event of an emergency school closing where the school Traffic Guard has not been notified at least forty-five minutes before the scheduled start of the post, that School Traffic Guard shall be entitled to be paid for one-half of the regular compensation which would have been earned for the first post canceled, provided that such payment does not result in the School Traffic Guard receiving greater compensation than would have been received if there had not been an emergency school closing.

## ARTICLE VI - SALARIES AND ADDITIONAL DUTIES

The schedule below is established as the rate of compensation for a post assignment for Traffic Guards during the term of this Agreement.

For the Period from July 1, 2000 to June 30, 2001

	First Post AM & PM	Second Post AM & PM
Class A	\$11.37	\$4.17
Class B	\$12.73	\$5.54
Class C	\$14.08	\$7.51
Class D	\$15.58	\$8.33

For the Period from July 1, 2001 to June 30, 2002

	First Post AM & PM	Second Post AM & PM
Class A	\$11.87	\$4.27
Class B	\$13.23	\$5.64
Class C	\$14.58	\$7.61
Class D	\$16.08	\$8.43

For the Period from July 1, 2002 to June 30, 2003

	First Post AM & PM	Second Post AM & PM
Class A	\$12.42	\$4.42
Class B	\$13.78	\$5.79
Class C	\$15.13	\$7.76
Class D	\$16.63	\$8.63

For the Period from July 1, 2003 to June 30, 2004

	First Post AM & PM	Second Post AM & PM
Class A	\$13.02	\$4.62
Class B	\$14.38	\$5.99
Class C	\$15.73	\$7.96
Class D	\$17.23	\$8.83

For the Period from July 1, 2004 to June 30, 2005

	First Post AM & PM	Second Post AM & PM
Class A	\$13.67	\$4.87
Class B	\$15.03	\$6.24
Class C	\$16.38	\$8.21
Class D	\$17.88	\$9.08

On those rare occasions when a third post is required, compensation shall be in accordance with the rate of compensation established the 2<sup>nd</sup> post.

Class A shall include all those employees with less than one-year employment by the Township of Willingboro as a School Traffic Guard.

Class B shall include all those employees with more than one year but less than five years continuous employment by the Township of Willingboro as a School Traffic Guard.

Class C shall include all those employees with more than five years continuous employment by the Township of Willingboro as a School Traffic Guard.

Class D shall include all those employees with more than eleven years continuous employment by the Township of Willingboro as a School Traffic Guard.

The assignment of an employee to a specific Class shall be made on the appropriate annual anniversary date of that employee's employment by the Township as a School Traffic Guard.

The effective date for this Agreement shall be retroactive to July 1, 2000. It shall specifically not be retroactive as to any School Traffic Guard who was employed during the period beginning July 1, 2000, and ending November 12, 2000, who was not employed by the Township as a School Traffic Guard as of November 12, 2000.

A School Traffic Guard may be required to remain at a post, whether AM or PM, for as long as one (1) hour. Any School Traffic Guard assigned to a post in either the morning or afternoon which extends beyond one (1) hours shall receive compensation at the second post rate.

**ADDITIONAL DUTIES:**

Additional details, which may include, but are not limited to Graduation, Dog Clinic, Parades and Dog Census, will be paid at the following hourly rates:

	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005
Class A	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25
Class B	\$ 8.63	\$ 8.91	\$ 9.20	\$ 9.50	\$ 9.81
Class C	\$10.47	\$10.81	\$11.16	\$11.53	\$11.90
Class D	\$12.15	\$12.55	\$12.95	\$13.38	\$13.81

## ARTICLE VII - COMMUNICATIONS AND NOTICES

A telephone tree system will be maintained for the purpose of communicating short notice information, such as, but not limited to, emergency school closings.

Whenever reasonably possible, information will be disseminated to Union members in writing.

It is the responsibility of each School Traffic Guard to keep the Police Department abreast of any changes in home telephone numbers in order to maintain the efficiency of the telephone tree system. All members shall have on record with the Police Department at all times a telephone number at which they can be reached for any emergency notification.

## ARTICLE VIII - LAYOFF AND RECALL

Layoff and Recall of members shall be done in accordance with the regulations of the New Jersey Department of Personnel for all guards, including those hired after April 1979.

## ARTICLE IX - UNION DUES

A. The Employer agrees to collect monthly, union dues, by deducting weekly an amount equal to 1.15% from the base pay of each employee who has furnished a written authorization for such deduction in a form acceptable to the Employer. Dues shall be per month or such amount as may be certified by the C.W.A. to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made.

Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the Communications Workers of America, AFL-CIO, 1 Lower Ferry Road, West Trenton, New Jersey 08628, c/o Treasurer, by the tenth (10<sup>th</sup>) calendar day of the following month after such deductions are made, together with a list of employees from whose pay such deductions were made.

B. The C.W.A. agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer with regard to the dues check-off. The Employer shall not be liable to the Union for any retroactive or past deduction of Union Dues for an employee identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of Union Dues.

1) Dues deductions may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Employer prior to December 15<sup>th</sup> of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2) The Employer will forward any request to halt dues to the Union's (Trenton Office) no later than the third business day after receipt of the request from the employee.

## ARTICLE X - AGENCY SHOP

### A. Purpose Of Fee:

Beginning thirty (30) days after this agreement is signed, all eligible non-member employees in this unit will be required to pay the majority representative a representative fee in lieu of dues for services rendered by the majority representative pursuant to the provisions of N.J.S.A. 34:13A-5.5. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

### B Amount Of Fees:

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

### C. Deduction and Transmission of Fee:

After verification by the Employer that an employee must pay the representation fee, the Employer will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Employer shall deduct the representation fee as soon as possible after the tenth (10<sup>th</sup>) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

D. Demand and Return System:

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Employer. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three member board established by the Governor.

E. The C.W.A. agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer with regard to deductions of representation fees pursuant to this provision. In addition, the Employer shall not be liable to the Union for any retroactive or past deduction of representation fees for any employee identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the representation fee.

## ARTICLE XI - SENIORITY

A. Seniority is the date on which an employee was hired by the Township. Sick leave, Bereavement leave, Disability leave, Unemployment leave, Family and Medical leave, Federal Family leave etc., when used by an employee shall not be considered a break in service with the Employer thereby changing the date on which the employee was first hired. Yearly reappointments for any unclassified guard shall not replace the original date on which an unclassified guard was first hired.

B. Seniority shall prevail in the selection of personal leave requests.

C. Seniority shall prevail in extra duty opportunities. The Township shall provide a seniority list defining by date of hire the most senior guard being on the top of the list and the last hired guard being on the bottom of the seniority list, as outlined in Article IV, Overtime and Extra Duty.

D. Seniority and the employment relationship shall cease if any of the following occur;

1) the employee quits, resigns or takes a leave of absence of ninety (90) days or more.

E. Seniority shall be applied in the Annual Change In Post Assignment as per Article XVII.

ARTICLE XII - EDUCATION/TRAINING REIMBURSEMENT

Any Guard who is assigned a new Guard for purposes of training will receive additional compensation for each day of the assignment as follows:

2000-2001	2001-2002	2002-2003	2003-2004	2004-2005
\$4.25	\$4.25	\$4.25	\$4.25	\$4.25

All employees shall receive training in the use of pepper spray as an animal deterrent. This training shall be mandatory. Upon successful completion of the training course the Township shall issue appropriate equipment to the employee. Employees shall be paid their regular post rate for attending any training.

CPR And First Aid:

All employees shall have the right to attend a certified course for CPR and First Aid with all costs incurred being paid for by the Township including their hourly rate or daily rate of pay that they would have received if assigned on their post. CPR and First Aid shall be mandatory.

### ARTICLE XIII - MEDICAL AND HOSPITALIZATION INSURANCE

Any Traffic Guard who is not covered by a medical and hospitalization insurance plan through another employer shall be eligible to participate in the medical and hospitalization insurance plan available to Township employees. That participation shall be solely at the expense of the Traffic Guard and shall require no contribution or expense on the part of the Township. The premium charged to the Traffic guard shall be payable quarterly, in advance. Failure to make the payment when due quarterly, in advance, shall result in immediate termination from the coverage. Participation in this insurance coverage shall be conditional on and subject to the rules and regulations established by the insurance carrier providing the coverage.

## ARTICLE XIV - INSURANCE

In accordance with applicable laws and regulations, Traffic Guards shall be covered for Worker's Compensation, unemployment, social security, and shall be enrolled in the Public Employees Retirement System.

The Township shall include with the year-end statement of wages paid to each employee who is enrolled in the Public Employees Retirement System a statement as to the amount deducted from the wages of each employee as a contribution to the Public Employees Retirement System.

The Township shall include with the year-end statement of wages paid to each employee a statement as to the amount deducted from the wages of each employee as a contribution to Social Security, Unemployment Insurance and Disability Insurance.

## ARTICLE XV - UNION RIGHTS

A. Employees shall have the right for a Union Representative to be present, if the employee so requests, during disciplinary action hearing or meeting at which an employee is being questioned on a matter which may lead to discipline. Further, the Employer must notify the employee of his/her right prior to the meeting. The employee may waive his/her right to have a Representative present but must do so in writing. A copy of such request shall be supplied to the Union.

B. the Employer will provide the Union with an up-to-date seniority list by September 30<sup>th</sup> of each year. The Employer shall also provide the union, within thirty days, the names and addresses of any newly hired employee.

C. The Employer will provide the Union, on January 15<sup>th</sup>, of each year with a list of names and address of all employees in the bargaining unit.

D. The Representatives of the Union shall be permitted to transact Union business on the premises during working hours provided such access does not interfere with the operations of the Employer. Said Representative will notify the appropriate official of his/her presence.

E. The Union will have the right to place posted items in the Traffic Guard Supervisors office in a duly designated location.

F. The employer recognizes that designated agents of the Union shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Union activity provided that such activity shall not substantially interfere with or interrupt the service provided by the Traffic Guard. It is understood that all Union activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Union and the Employer.

G. The Union shall be granted ten (10) paid and five (5) unpaid days leave time total, in each year of the agreement to attend to union business. The Union shall provide a one week (1) notice to the Employer with the names of the individuals who shall be released.

H. The Union may distribute literature to members of the bargaining unit on the premises, so long as it is not disruptive of the Township business.

## ARTICLE XVI - LITIGATION DEFENSE

The Township agrees that whenever a member shall become a defendant in a legal proceeding arising out of or directly related to the lawful performance of official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding at no cost to the member with the exception of the indemnification in the last paragraph below. In order to obtain a defense provided by the Township, the member shall notify the Township Manager and the Director of Public Safety within two days after receipt of notification that the member has been made a party to the legal proceeding.

In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under this Agreement to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund, which provides coverage to the Township.

The member shall cooperate fully in the defense of the matter.

The Township shall have the full authority to determine the defense strategy in all civil matters and to determine whether the matter should be settled and the terms of any settlement, provided that no payment is required from the member.

It is acknowledged that the Township has adopted an ordinance to provide for the indemnification of employees and the Township agrees to maintain the ordinance provisions. It is further acknowledged that the indemnification of the member does not extend to punitive damages. The Township shall not indemnify an employee if it is established that the employee acted or failed to act because of fraud, actual malice or willful misconduct.

## ARTICLE XVII - ANNUAL CHANGE IN POST ASSIGNMENT

All posts which at any time are either unfilled or vacant, whether because they are newly created or for any other reason, shall be filled by seniority among those guards then employed within the bargaining unit who have less than four hour daily posts.

That is, each opening shall first be offered to the Traffic Guard with the most seniority among those current employees having less than a four-hour post.

If that Traffic Guard rejects the offer, the available post shall then be offered to the next most senior Traffic Guard having less than a four hour daily post, and so on until one guard from among that group accepts it.

If no one in that group accepts the post, the Township shall then offer the open post to the most senior substitute guard and so on until the post is filled. If no one in that group accepts the post, the Township shall have the right to fill the post without regard to any seniority preference. No guard who has been offered and has accepted a post under this procedure shall have the right to more than one such offer within the period commencing September 1<sup>st</sup> and ending on the following August 31<sup>st</sup>.

## ARTICLE XVIII - NON-DISCRIMINATION

The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination. All references in the Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union membership.

ARTICLE XIX - SICK, PERSONAL, BEREAVEMENT LEAVE

Sick and Personal Leave; Emergency Inability to Report for Duty:

Members of the Union, who are considered non-classified employees by the New Jersey Department of Personnel, shall each be entitled to five (5) days of leave which may be used for reasons of sickness or other personal reasons.

Up to five (5) unused personal leave days may be carried over from year to year so that the maximum amount of leave available to any member by combining the five (5) days of the current year and five (5) days carried over will be a total of ten (10) days.

Members of the Union, who are considered classified employees by the New Jersey Department of Personnel, shall earn and accrue vacation and sick leave in accordance with the regulations of the New Jersey Department of Personnel.

Whenever a member of the Union intends to use a personal day, that employee shall provide notification at least three days in advance to the Traffic Guard Supervisor. The Township shall designate the person to be notified and shall further designate an alternate to be notified in the event that the employee is unable to reach the designated person.

Whenever a member of the Union is unable to report for duty because of an emergency basis, that employee shall provide notification at least one hour in advance of the scheduled reporting time to the person designated by the Township for that purpose. The Township shall designate the person to be notified and shall further designate an alternate to be notified in the event that the employee is unable to reach the designated person.

In addition to the personal leave provided above, a member of the Union shall be entitled to bereavement leave. An employee will be allowed the following time off in the case of the death of: Father, Mother, Grandfather, Grandmother, Spouse, Son, Daughter, Brother, Sister, Grandchild, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, or a person residing with the member and is dependent upon the member, from day of death up to the equivalent of one (1) work week.

Employees who need additional time beyond that provided above may receive up to an additional five working days of bereavement leave utilizing personal leave subject to the approval of the Director of Public Safety.

An employee will be allowed the following time off in the case of the death of: Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, cousin of the first degree, the day of burial.

Employees who need additional time beyond that provided above may receive up to an additional five working days of bereavement leave utilizing personal leave, subject to the approval of the Director of Public Safety.

It is understood that Bereavement Leave is granted on an as needed basis and is not accrued from year to year.

## ARTICLE XX - LEAVE OF ABSENCE

A member may take a Leave of Absence, without pay, when authorized by the Township, based on the same standards as are applied to other employees, for a period not to exceed thirty (30) days within any calendar year without loss of the established hourly rate for that member. Any member who exceeds the thirty (30) day unpaid Leave of Absence, without prior authorization, will be considered as a new employee of the Township upon any subsequent employment.

ARTICLE XXI - TOWNSHIP PERSONNEL COMMITTEE

The Union shall have a representative on the Township's Personnel Committee.

The Committee meets on an as needed basis and to discuss personnel matters.

ARTICLE XXII - HEALTH AND SAFETY COMMITTEE

The Union shall have a representative on the Township's Health and Safety Committee.

The Committee meets on an as needed basis and to discuss health and safety matters.

## ARTICLE XXIII - PERSONNEL FILE

A. All employees shall have the right to see all documents in their personnel file. An employee shall be permitted to have a copy of any documents in his/her file. The employee must provide a twenty-four (24) hour notice for such request.

B. All employees shall be given copies of all disciplinary matters, evaluation or work performance documents prior to placement of a document in their file at the time the document is so placed.

Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file at not cost to the employee or Union Representative when an employee has cause related to discipline.

C. Employees shall have the right to respond in writing to anything placed in their file. Such responses shall be made part of the employees personnel file.

## ARTICLE XXIV - UNIFORMS AND CLEANING ALLOWANCE

Traffic Guards shall be supplied by the Township with uniforms as required by law, N.J.S.A. 40A:9-154.3, which shall be worn while on duty in accordance with Police Department Regulations.

The Township may, in its sole determination, provide uniforms beyond that required by law, which shall be worn while on duty in accordance with Police Department Regulations.

The Township agrees to provide the Traffic Guards with a cleaning allowance in the amount of Two Hundred Seventy-Five Dollars (\$275.00) per year during the term of this Agreement, payable quarterly at the end of each calendar quarter worked. Payments shall be made with the last payroll in March, June, September and December.

## ARTICLE XXV - MANAGEMENT RIGHTS

The Township shall have the right to determine all matters concerning the management or administration of the Traffic Guard function, subject to the provisions of this Agreement.

## ARTICLE XXVI - WORKER'S COMPENSATION

Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue the employee at full pay, during the continuance of the employee's inability to work for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the employer.

## ARTICLE XXVII - FAMILY AND MEDICAL LEAVE

The Employer agrees to be bound by all applicable provisions of the Family and Medical Leave Act, Laws of New Jersey, and those provided under the Federal Family Leave Act that are applicable.

An employee must use paid leave time prior to using unpaid leave.

## ARTICLE XXVIII - JURY DUTY

If an employee is called to serve on a Jury, they shall be paid their regular pay upon turning over his/her Jury check to the Employer for the number of days absent from his/her employ.

## ARTICLE XXIX - HOLIDAYS

If any member of the Union shall work a detail on any day designated as a specific holiday date by the Township Council, the employee shall be compensated at the rate of two times the applicable hourly rate. Veterans Day shall be recognized as a holiday for the purposes of this section.

## ARTICLE XXX - GRIEVANCE PROCEDURE

A. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of the terms of this Agreement. Matters within the jurisdiction of the New Jersey Department of Personnel and Merit System Board, including but not limited to suspensions, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

No settlement of a grievance shall contravene the provisions of this Agreement.

A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

An aggrieved person, which may include the Union, must present the grievance, in writing, to his or her immediate supervisor within 15 days of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor, or the shift supervisor, as the case may be, shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person, or with a designated representative of the Union, where the grievance is presented by the Union, and shall render a decision in writing, with copies to the Director of Public Safety, Township Manager and to the Union.

If the aggrieved person is not satisfied with the decision required above, or if no decision is rendered within the seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Director of Public Safety within seven (7) days after the decision is rendered or after the expiration of the seven (7) days day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party or by the

Union and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure, the Director of Public Safety and upon the Union. The Director of Public Safety or the designated representative of the Director of Public Safety shall meet with the aggrieved person, the designated representative of the Union and the individual rendering the decision at the first level of this procedure. The decision of the Director of Public Safety shall be rendered, in writing, within seven (7) days after the grievance is presented to the Director of Public Safety with copies to the Township Manager and the Union.

If the aggrieved person is not satisfied with the decision rendered above, or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period provided for in the paragraphs above, if no decision is rendered. The written grievance shall include the information set forth above and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Director of Public Safety and the Union. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Union designated by the Union in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Director of Public Safety, and the Union.

In the event a grievance is not settled to the satisfaction of all parties at the conclusion of the paragraphs above, the Union may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30<sup>th</sup> day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be shared equally, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

Non-Contract Grievances and Disciplinary Actions:

Non-contract grievances and disciplinary actions, (except for any major discipline of an employee in the unclassified division who has been hired after 4/26/79, such discipline shall be processed through the grievance procedure), including, but not limited to, minor suspensions, reduction in rank, or any other minor administrative action affecting the classification or status of an employee shall follow the procedures and shall be reviewable in the same manner as set forth in each of the paragraphs above, in this agreement, except that the decision of the Township Manager shall be final and shall not be subject to further appeal or arbitration as long as it is not a major discipline for an unclassified guard hired after 4/26/79 or a classified guard who has appeal rights under the Department of Personnel, Merit System Board. In either of these two instances, appeals to binding arbitration shall be applied.

If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

Minor and Major Discipline as noted above shall mean Minor and Major Discipline as defined by the New Jersey Department of Personnel.

A non-contract grievance shall be defined as an alleged breach of Township Policy or Standard Operating Procedures for the Unit.

## ARTICLE XXXI - PUBLIC EMPLOYEES RETIREMENT SYSTEM

All employees are enrolled in the P.E.R.S. (Public Employees Retirement System). Each employee shall receive an end of year statement as to the amount deducted from the wages of each employee as a contribution to the Public Employees Retirement System.

## ARTICLE XXXII - SAVINGS CLAUSE

This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event any federal or state legislation or regulation is passed or there is any judicial decision which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation, regulation or judicial decision and the appropriate action to be taken as a result thereof. No modification or vacation of any term or condition of employment established in the Agreement by judicial, legislative or regulatory act shall serve to automatically void any other provision of this Agreement.

### ARTICLE XXXIII - TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2000 through June 30, 2005, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to April 1, 2005, or prior to April 1<sup>st</sup> of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended and remain in full force and effect until the negotiations have been completed and a new Agreement takes effect.

SIGNATURE SHEET

In witness whereof, the parties hereto have caused this agreement to be executed by their Council, C.W.A. President, Staff Representative and Negotiation Committee Members, and attested by the Clerk and their seal to be hereto affixed this 6th day of August 2002.

FOR THE UNION:

  
\_\_\_\_\_  
CARLA KATZ, PRESIDENT  
C.W.A. LOCAL 1034

  
\_\_\_\_\_  
FLORENCE MCNAMARA  
C.W.A. STAFF REPRESENTATIVE

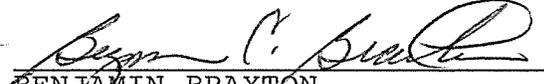
  
\_\_\_\_\_  
RICHARD BALDWIN WTG  
NEGOTIATOR

  
\_\_\_\_\_  
DAVID SPRATLEY WTG  
NEGOTIATOR

FOR THE TOWNSHIP

  
\_\_\_\_\_  
LAVONNE BEBLER JOHNSON  
DEPUTY MAYOR

  
\_\_\_\_\_  
MARIE ANESE  
TOWNSHIP CLERK

  
\_\_\_\_\_  
BENJAMIN BRAXTON  
PUBLIC SAFETY DIRECTOR

  
\_\_\_\_\_  
DENISE ROSE  
TOWNSHIP ADMINISTRATOR

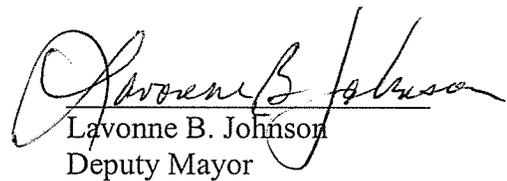
**RESOLUTION NO. 2002 - 79**

WHEREAS, the Willingboro Township Public Works Employees Association and the Township of Willingboro 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 6<sup>th</sup> day of August, 2002, that:

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2001 through December 31, 2003 and for succeeding periods of 12 months unless either party shall notify the other in writing as per the Agreement.
- B. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Willingboro Township Public Works Employees Association.
- C. A copy of this resolution shall be submitted to the President of the Willingboro Township Public Works Employees Association for his information and attention.

  
Lavonne B. Johnson  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

# **Collective Bargaining Agreement**

**Between the**

**Willingboro Public Works  
Association**

**And the**

**Township of Willingboro**

## Preface

This Agreement, is made and entered into this 6<sup>th</sup> day of August, 2002, by and between the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and Willingboro Township Public Works Employees Association, hereafter referred to as the "Association"

In consideration of the mutual promises contained herein, it is Hereby Agreed as follows:

## Article I: Recognition

In order to promote harmonious relations between the Township and the Association, in the best interests of residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment

The Township recognizes the Association as the sole and exclusive collective negotiating representative for full-time Association Members employed by the Township and for such additional titles as the parties may later agree in writing to include. The Township shall notify the Association in writing prior to the creation of new titles, or the filling of existing positions, within the bargaining unit.

B. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.

C. References to males shall include females, and references to females shall include males.

## Article II Negotiation of Successor Agreement

A. Consistent with NJSA 34:13A-1 et seq., As set forth in this Agreement with the Association, the Township shall negotiate proposed changes or modifications to the terms and conditions of employment directly affecting the welfare and employment of the Association members, which terms or conditions have not been preempted by statute or regulation.

B. Not later than September 2003, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing, ratified, and signed by all the parties.

C. During negotiations the Township and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. The costs incurred by either party for the services of consultants, professionals or lay representatives, shall be paid by the party utilizing the service and incurring the cost.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

G. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.

H. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

### Article III -Grievance Procedure

A. A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.

B. A "grievant" is the employee or employees, or the Association, making the claim on behalf of the employees or group of employees or the Association on behalf of itself.

C. A "party in interest" is the person or persons making the claim and any person, including the Association or Township, who might be required to take action or against whom action might to be taken in order to resolve the claim.

D. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

E. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be calendar days.

F. Level One: An employee with a grievance shall first discuss it with his/her immediate supervisor; either directly or through the Association's designated representative, with the objective of resolving the matter informally.

G. Level Two: If the aggrieved person is not satisfied with the decision required in Level One, or if no decision is rendered within seven (7) day period, an aggrieved person may verbally or in writing present the grievance to Division Superintendent within 15 days of the meeting with the immediate supervisor of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Division Superintendent shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Department Head and to the Association.

H. Level Three: If the aggrieved person is not satisfied with the decision required in Level Two, or if no decision is rendered within the seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Department Director within seven (7) days after the decision is rendered or after the expiration of the seven (7) days day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered and the second level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the second level of this procedure and upon the Association. The Department Head, or the designated representative of the Department Head shall meet with the aggrieved person, the Association and the individual rendering the decision at the first and/or second level of this procedure. The decision of the Department Head shall be

rendered, in writing, within seven (7) day after the grievance is presented to the Department Head with copies to the Township Manager and the Association.

I. Level Four: If the aggrieved person is not satisfied with the decision rendered in Level Three or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) day after the decision is rendered or after the expiration of the seven (7) day period provided for in Level Three, if no decision is rendered. The written grievance shall include the information set forth in Level Three and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Department Head and the Association. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representation of the Association designated by the Association in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Department Head, and the Association

J. Level Five: In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Level Four, the Association may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

K. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

L. Any grievant may represent himself/herself through Level Two of this procedure. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association.

M. No reprisals of any kind shall be taken by the Township or by any supervisor against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

N. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Township directly and the process of such grievance shall commence a Level Three.

O. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the Association within the specified times.

P. All documents, communications, and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### Article IV Employee Rights and Privileges

A. Pursuant to NJSA 34:13A-1 et seq. The Township agrees that every employee of the Township shall have the right freely to organize, join and support any organization for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Township agrees that bargaining unit members, without regard to Association membership, shall have the right freely to organize, join and support the Association and its affiliates for the same purpose. The Township agrees that it shall abide by all State and Federal laws against discrimination and that it shall not discriminate against any employee by reason of his or her membership or non-membership in the Association or its affiliate. The Township further agrees that this Agreement shall be applied equally to all employees in the bargaining unit.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. No employee shall be disciplined without just cause.

D. Whenever any employee is required to appear before any supervisor, Township or any committee (or member thereof) concerning any matter, which could be disciplinary in nature, then he/she shall be given prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

E. Any suspension of any employee pending charges shall be with pay or without pay in accordance with the Department of Personnel Rules and Regulations.

F. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

G. Any criticism by a supervisor, or Township Official of an employee and his/her performance/instructional methodology shall be made in confidence and not in the presence of co-workers, or members of the public.

## Article V Association Rights and Privileges

A. The Township agrees to furnish or make available for inspection or copying, to the Association, all available public budgetary and financial data for the purpose of representing the membership in grievances, complaints and negotiations. *DMR DG.*

The Township agrees to furnish or make available for inspection, information that is neither privileged nor confidential, that may be necessary for the Association to process any grievance or complaint.

The Township agrees to furnish or make available for inspection or copying records or documents intended to be used by or on behalf of employees in disciplinary proceedings. The Association shall make available documentation intended to be used by or on behalf of employees in disciplinary proceedings. Neither the Association, nor the employee shall have the right to review any record or documents of other employees without specific written authorization of the employees whose records are to be reviewed or which are not intended to be used in the proceedings against the employee. *DMR DG.*

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.

C. Representatives of the Association shall be permitted to transact official Association business on Township property at reasonable times, provided that this shall not interfere with or interrupt normal operations. Reasonable time is generally considered to be during morning, afternoon and meal breaks, as well as before and after the workday.

D. The Association shall have in each building or work site the exclusive use of a bulletin board in lounges and dining rooms and other appropriate areas. The Association shall also be assigned adequate space on the bulletin board in the Township central office for Association notices.

E. The Association and its representatives shall have the right to use a Township building at all reasonable hours for meetings. Provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission.

F. The Association shall have the right to use facilities when these facilities are not in use. Provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission. The Association shall pay for any materials or supplies in connection with such use. The Association shall pay all reasonable costs of all materials and supplies incident to such use. Reasonable cost shall mean the actual cost to the Township or the fees set by Township resolution or ordinance for public use

G. The Association shall have the right to use the interoffice mail system.

H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations

I. The Association majority representative or its representatives shall be granted five (5) days to attend to Union business at seminars, workshops, etc.

#### Article VI - Management Rights:

The Township shall have the right to determine all matters concerning the management or administration of the Public Works Department, subject to the provisions of this Agreement.

#### Article VII Work Year

A. The work year for twelve (12) month employees shall be January to December 31st. Additionally the Work year shall consist of 2,040 hour ( forty (40) hours per week for fifty-two (52) weeks).

B. Any employee wishing to resign his position shall give the Township a minimum of two (2) weeks notice. All accrued benefits (vacation and sick) owed up to the time of resignation shall be paid by the Township. In the event a member has over utilized Vacation or Sick time this amount shall be deducted from the member's last payroll check. .

## Article VIII Seniority

- A. Seniority is defined as an employee's length of continuous service in the Township of Willingboro beginning with the employee's most recent date of employment in the Department.
- B. If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.
- C. The Township shall maintain an accurate, up-to-date seniority roster showing the seniority date, classification, and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Association upon reasonable request.
- D. Whenever, a decision must be made between two or more employees with respect to the scheduling vacation time or any other matters involving issues of substantial employee advantage, the employee with the most seniority shall receive a preference.
- E. Whenever decisions are made between two or more employees regarding demotions (other than disciplinary), layoffs and recalls, the Township shall demote or layoff the employee with the least seniority first. Employees shall be re-employed in reverse order of the layoff

## Article IX -Job Posting

- A. All vacancies or all newly created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.
- B. The Township will post a notice within five (5) days after filling the vacancy or newly created position with the name of the individual selected.
- C. The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable law.

## Article X -Hours of Work and Overtime Pay

- A. The workweek for members of this Unit shall be forty (40) hours inclusive of meals and breaks.
- B. The Public Works Garage and Yard operating hours are generally from 7:00 a.m. to 3:30 p.m.
- C. Lunch Periods and Breaks
1. Each employee shall be entitled to a half hour per day lunch period with pay.
  2. Employees shall also be entitled to two (2) fifteen (15) minute paid breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.
- D. Overtime will be paid at the rate of time and one-half the regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.
- E. No overtime shall be worked except where authorized in advance by the Department Head or in accordance with procedures established by the Department Head. No employee shall be entitled to authorize his/her own overtime.
- F. The Township shall provide to the Association, upon reasonable request, a list of employees showing overtime worked.
- G. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed in conformance with Applicable Rules as governed by FLSA.
- H. All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.
- I. An employee who is called back to work after the regular workday has ended shall receive a least three (3) hours pay at the appropriate rate.
- J. An employee required to work past his/her normal shift ending time shall be compensated for all time worked but shall receive a minimum of two (2) hours pay at time and one-half.

K. Changes in the work schedule shall require a two-week prior notice except in case of emergency or snow removal.

L. Snow Removal –

All hours beyond the employee's workday and 12:00 PM shall be paid at 1 1/2 times.

All hours between 12:01 AM and 6:00 AM shall be paid at two times the rate of pay.

Emergency –

All time prior to the employee's workday shall be paid at 1 1/2 times.

All hours beyond the employee's workday and 12:00 PM shall be paid at 1 1/2 times.

All time between 12:01 AM and 6:00 AM shall be paid at two times the rate of pay.

The Township shall afford each member the appropriate meal allowance and breaks or provide same through the Township at its own facilities.

M. All Sunday and Holidays work if required shall be paid at 1 1/2 times the rate of pay, except for those individuals normally scheduled to work weekends.

N. It is understood between the parties that all employees engaged in operating vehicles or other equipment shall be required to be in compliance with Township Rules and Regulations as well as State and Federal Laws

Article XI Compensatory Time

A. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the accumulation has been approved by the Department Head or his . In the event that the accrual of compensatory time is not approved, the employee will be paid for the time actually worked at the contractual rate earned.

B. Employees may choose to be credited with compensatory time in lieu of overtime pay. However employees may only accrue a maximum of 160 hours of compensatory time at any one-year. This option shall be exercised in January of each year.

C. Earned compensatory time may be utilized upon prior written request and approval of the Department Head or in accordance with procedures established by the Township. Compensatory time must be taken within six (6) months of its being earned or the Township will pay the employee for the unused compensatory time at the equivalent rate of pay. Maximum amount of compensatory time earned within one year shall be 160 hours in accordance with Township Policy and the Fair Labor Standards Act. All time above this cap shall be paid at overtime rates (1 1/2). Unused compensatory time shall not be carried over into a subsequent year.

## Article XII -Salary and Wages

All members of the Willingboro Township Public Works Association shall receive the following increases in their base salary:

Effective January 1, 2001 – 3.25% above the year 2000 base salary.

Effective January 1, 2002 – 3.5% above the year 2001 base salary.

Effective January 1, 2003 – 3.5% above the year 2002 base salary.

## Article XIII Uniforms

All employees covered under this Agreement shall be provided with uniforms by the Township. Each full-time employee shall be provided with the following as appropriate and needed:

Long Pants    Tee Shirts

Long Sleeve Shirts    Shorts

Jackets/Coveralls    Rain Gear/Snow Gear

Work Shoes –Effective July 1, 2002 the Township shall provide reimbursement to each employee for a maximum of two pairs of Work shoes per year. The maximum reimbursement per pair of shoes shall be \$100.

The Township shall supply all foul weather and safety clothing necessary to perform the assignments of the Township.

Article XIV -Uniform Allowances

A. The Township will replace uniforms in case of irreparable damage.

Article XV –Training

The Township recognizes the value of training and education programs for employees and will provide employees with the opportunity for, job related training and education at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training and education program and expenditures shall be subject to review and approval by the Department Head. Any training and education program offered to any member of the unit shall also be made available to other members if appropriate, based on job title and duties.

Article XVI -Holidays

The following days shall be recognized as holidays and employees shall receive a day off with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

A. Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday.

B. If a holiday is observed while a full-time employee is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.

C. If an employee covered by this Agreement works on any of the scheduled holidays set forth above, the employee shall receive holiday pay in addition to 1 ½ times the employee's regular rate of pay for all hours worked on the holiday.

## Article XVII -Vacation Leave

The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

- A. Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of one day each full month of employment.
- B. Beginning with the second year of employment through and including seventh year of employment, fifteen (15) days per year.
- C. Beginning with the eighth year of employment through and including the twelfth year of employment eighteen (18) days per year.
- D. Beginning with the thirteenth year of employment twenty-three (23) days.
- E. Earned vacation leave must be used during the year in which it is earned. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. An Employee may carry over vacation, which the employee was unable to use because of the demands of the Township, with the approval of the Township Manager
- F. An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.
- G. For purposes of calculating total earned vacation leave, a day for a 40 hour per week employee shall be defined as consisting of 8 hours.

## Article XVIII -Sick Leave

A. Sick leave herein is defined to mean absence from duty of an employee because of personal illness or injury, exposure to contagious disease, care for a reasonable period of time of a seriously ill member of the employee's immediate family, or death in the employee's immediate family, for a reasonable period of time.

B. Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of one and one-quarter (1.25) days of sick leave for each full month of employment.

An employee who has been employed for more than one (1) year shall be credited with the full number of sick days allowed for the calendar year as of January 1<sup>st</sup> (132 hours). In the event that the employee is not employed for the full year, the number of sick days allowed shall be pro-rated on the basis of one and one-quarter (1.25) sick days for each full month of employment.

C. Unused sick leave maybe accumulated from year to year without limitation.

D. Sick leave benefits shall be paid for workdays absent based upon the individual employee's regular straight time hourly rate.

E. It is acknowledged that sick leave is intended to be used only for the purposes set forth.

F. Sick leave is not to be used for personal business or as additional vacation days.

G. A doctor's certificate maybe required at the Township's option as a condition for payment of sick leave consistent with applicable law and as follows:

(1) An employee is absent in excess often (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the employee has incurred eight (8) days within the eight (8) consecutive month period;

(2) An employee is absent for five (5) consecutive days;

(3) An employee is absent on the last scheduled work day before or the first scheduled workday after a holiday.

All employees must be notified at the time the employee calls out sick that the Township will require a doctor's certificate upon the employee's return to work consistent with the above.

H. Abuse of sick leave shall be cause for disciplinary action.

I. In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

J. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the Township by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his/her job without jeopardizing the health of the employee or the health of other employees.

K. Any employee who calls out sick on the work day preceding or the work day following a scheduled holiday during any period of eighteen (18) consecutive months may be subject to the following action: required to provide a physician's certification of illness.

L. Whenever, the Township shall require that the medical certification be provided by a physician selected by the Township, the employee shall be notified by the Township of the requirement in advance and the Township shall make the necessary arrangements for examination by the designated physician.

M. Whenever, the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that is not covered by medical insurance.

N. For purposes of calculating total earned sick leave, a day for 40 hour per week Employee shall be defined as consisting of 8 hours. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.

O. Sick Leave Incentive -Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive at the option of the employee, either a cash payment of \$600.00 or personal days. If a cash payment is chosen, the payment shall be made within 60 days after the end of the calendar year for which the incentive was earned, or an additional four personal days or its hourly equivalent that shall vest in the member on the last day of scheduled work during the each year of this Agreement. If the member elects to receive days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining two days may be used without the advance notice requirement. Personal days may be utilized as sick or vacation leave. Except, as set forth in this article the use of a personal day is not subject to any to other approval. If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be converted to a cash payment.

## Article XIX Accumulated Sick Leave

The employees who retire from Township service covered under this Agreement shall be entitled to accumulated sick leave as follows:

For members employed by the Township whose accumulated sick leave has a value of more than \$10,000 as of April 1, 1993:

payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

If such a members shall, through the use of sick leave, reduce the value of the accumulated sick leave, as calculated above, to Ten Thousand (\$10,000.00) dollars or less, then the maximum paid shall not exceed Ten Thousand (\$10,000.00) dollars as provided herein.

For members employed by the Township whose accumulated sick leave has a value of less than \$10,000 as of April 1, 1993:

payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed Ten (\$10,000.00) dollars The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

B. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.

C. Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

## Article XX -Jury Leave

A regular full-time employee who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township provided that the employee:

- (a) has notified the Township immediately upon receipt of a summons for jury duty;
- (b) the employee has not voluntarily sought jury service;
- (c) the employee is not attending jury duty during vacation and/or other time off from Township employment;
- (d) the employee submits adequate proof of the time served on the jury duty.

If on any given day an employee is attending jury duty and he/she is released by the Court prior to 11 :00 a.m., that employee shall be required to return to work by 12:00 Noon on that day in order to receive pay for that day.

## Article XXI -Military Leave

The Township agrees to provide all employees with military leave as required by Federal and/or State Laws as well as New Jersey Family and Federal Leave Provisions.

## Article XXII -Leave of Absence for Death in Family

An employee will be allowed the following time off in the case of the death of:

A. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, or daughter-in-law, brother-in-law and sister-in-law, or a person residing with and dependent upon the employee from the day of death up to the equivalent of one workweek.

B. Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, or significant other of the employee, the day of burial.

C. Employees who need additional time beyond that provided in above may receive up to an additional work week of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Department Head.

Article XXIII Longevity Payments

For those members who were employed by the Township as of November 1, 1993, the longevity program shall continue in effect as it existed on that date, as follows:

For members employed as of December 31, 1984. A member who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation above the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years	One Increment
Completion of 12 years	Two Increments
Completion of 16 years	Three Increments
Completion of 20 years	Four Increments

For members employed on or after January 1, 1985. An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation above the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years	Five Hundred Dollars
Completion of 12 years	One Thousand Dollars
Completion of 16 years	One Thousand Five Hundred Dollars
Completion of 20 years	Two Thousand Dollars

No member hired by the Township on or after November 1, 1993, shall hereafter become eligible for longevity payments.

## Article XXIV Worker's Compensation Supplemental Pay

An employee who is receiving workers' compensation shall continue to be paid his/her regular salary by the Township so long as the employee transmits to the Township his/her weekly temporary disability benefits. No reimbursement shall be required as a result of any permanent disability benefits received by the employee. This protection shall continue in effect only while the member is receiving workers' compensation temporary disability benefits or for a period of two (2) years, whichever is less.

## Article XXV –Insurance

### A. Group Health Insurance

- 1) As of January 1, 1994, the Township portion of the cost for members employed by the Township as of November 1, 1993, shall be limited to the cost of its least expensive HMO optional plan. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.
- 2) For members employed by the Township on or after November 1, 1993, the Township share of the cost shall be limited to the cost of single coverage in its least expensive HMO optional plan for the first year of employment. If an employee chooses expanded coverage or a plan which is more expensive, the employee will be responsible for the excess cost.
- 3) Effective January 1, 2002 the Township portion of the cost for members shall be limited to the cost of its least expensive HMO optional plan for individual, parent and child, husband and wife, and family coverage. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.

### B. Group Dental Insurance

- 1) For members employed by the Township as of November 1, 1993, the Township shall continue to pay the full cost to provide dental insurance coverage, including family coverage.
- 2) For members employed by the Township on or after November 1, 1993, the Township share of the cost shall be limited to the cost of single coverage for the first year of employment. If an employee chooses expanded coverage, the employee will be responsible for the excess cost.
- 3) Effective January 1, 2002, the Township shall pay the full cost to provide dental insurance coverage, including family coverage.

C. Effective January 1, 2003, an employee who retires from the Township after completing 25 years of full-time service with the Township shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Three Thousand Five Hundred Dollars (\$3,500.00). Such employees may continue their coverage through the Township's health benefit plans or obtain coverage through another health benefit plan. If

another benefit plan is selected by the employee, the Township will make a direct payment to the health care plan not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) annually. This payment shall be made up until the inclusion in Medicare.

D. The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of the Association. In the event that the Association decides to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

#### Article XXVI -Disciplinary Proceedings

A. Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations

B. Employees may be subject to minor disciplinary action for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this Agreement.

C. The Association shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

#### Article XXVII -Replacement of Lost or Damaged Personal Property

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of Fifty Dollars (\$50.00) for a wristwatch or One Hundred Twenty Five Dollars (\$125.00) for prescription lenses.

#### Article XXVIII -Association Rights

A. The Township will provide released time, up to the equivalent five (5) days with pay, to one (1) employee per year for the purpose of attending Association conventions and meetings or for the conduct of Association business. The allowed time may be divided among more than one employee in units of no less than one-half days.

B. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Association representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at mutually convenient time, provided that the scheduling does not involve any violation of legal requirements with respect to the scheduling.

## Article XXIX Payroll Deduction of Association Dues

A. The Township agrees to deduct dues of members of the Association from the wages due to those employees in accordance with an authorization signed by each individual employee and provided to the Township Treasurer. Thereafter, any changes in the dues, fee and assessments payable by employees to the Association shall be provided, in writing, to the Township by the President of the Association, which shall set forth the amount of the dues, fees and/or assessments to be deducted. The Township shall be under no obligation with respect to any change in the amount of the dues to be deducted until the first payroll occurring fifteen (15) days after the written notification is provided to the Township Treasurer.

B. Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of law, to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Association, in an amount equivalent to eight-five percent (85%) of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The Association shall provide the Township Treasurer, in writing, with the amount of the representation fee and any changes thereto.

## Article XXX -Educational Payments

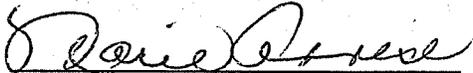
It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation in off-duty and non-working hours, educational programs that lead to certification or a degree. The Township may reimburse employees for educational expenses incurred by such participation for job related courses with prior approval of the Township Manager, provided funds have been budgeted for such reimbursement and the courses are taken at an accredited technical school, college or university. Approvals for such reimbursement are on a first come, first approved basis. The total number of courses approved for reimbursement is limited to the amount provided in the Township's annual budget. Tuition, fees and expenses may be reimbursed in whole or in part while the employee is in a paid status with the Township.

Article XXXI -Term of Agreement

This Agreement shall be in full force and effect from January 1, 2000 through December 31,2003, and for succeeding period of twelve (12) months unless either party shall notify the other in writing 90 days prior to the expiration of this Agreement of its desire to negotiate a new contract.

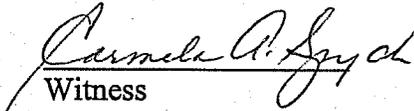
N WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

ATTEST:  
TOWNSHIP OF WILLINGBORO

  
Marie Annesee  
Township Clerk

  
Lavonne Bebler Johnson  
Deputy Township Mayor

ATTEST:  
WILLINGBORO TOWNSHIP .PUBLIC  
WORKS EMPLOYEES ASSOCIATION.

  
Witness

  
DONALD GEORGE  
Association President

Article XXXI -Term of Agreement

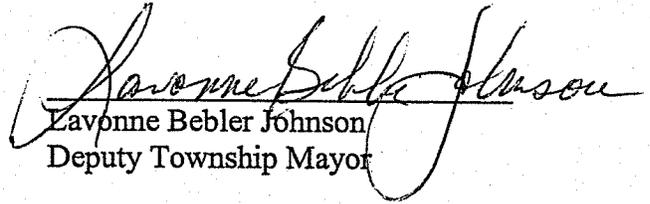
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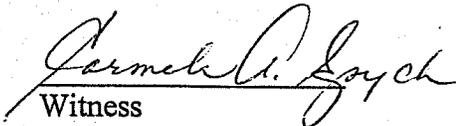


Marie Annesee  
Township Clerk



Zayonne Bebler Johnson  
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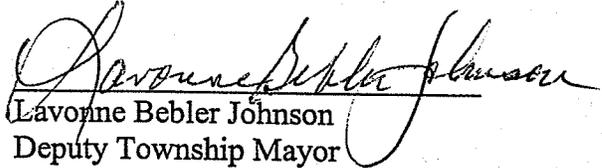
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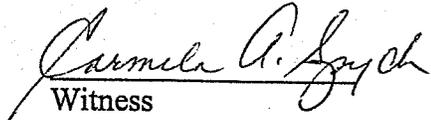


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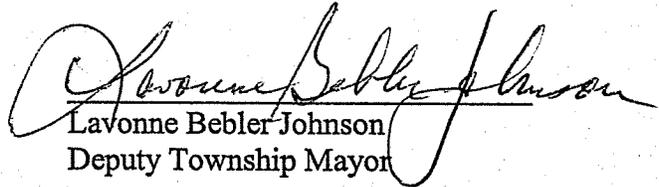
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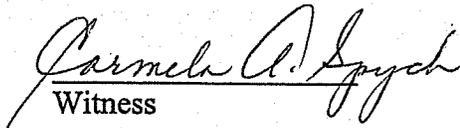


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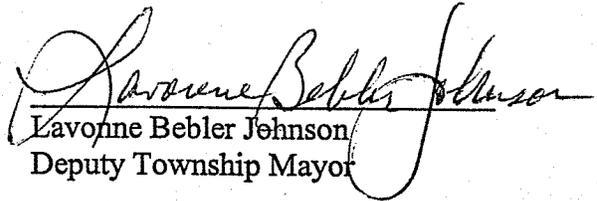
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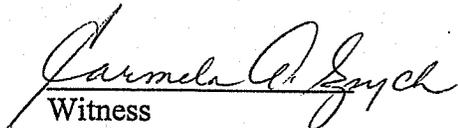


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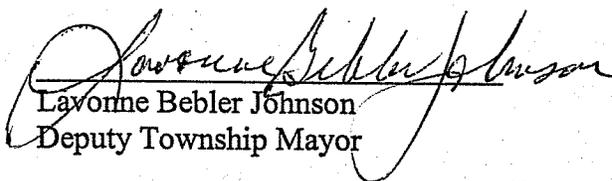
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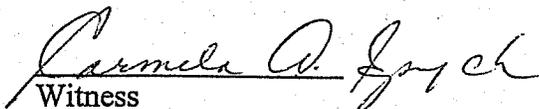


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