

RESOLUTION NO. 2002 – 80

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

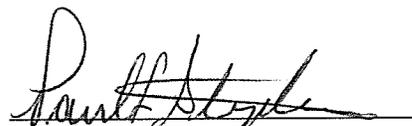
WHEREAS, Willingboro Township Council has contracted with ReNewal Economic Advisors, LLC for work to be done for the Library at the Town Center; and

WHEREAS, Remington & Vernick Engineers (Clerk of the Works) have reviewed and approved Change Orders Number 8 (\$145,368.000) and Number 9 (\$7,719.00) 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 2nd day of July, 2002, as follows:

1. The Change Order #8 adjusts the contract to include the three items listed in the attached which amount to \$145,368.00 (specifically excluded from the original contract price).
2. The change Order #9 adjusts the contract to include the one item listed in the attached, which amounts to \$7,719.00.
3. 5% of Change Orders #1 through #9, \$13,034.40 is due to ReNewal as per the Township's Agreement.
4. Change Orders No. 8 and 9 and 5 % of Change Orders #1 through #9 adjust the contract from \$5,441,780.98 to \$5,607,902.38 an increase of \$166,121.40.
5. 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 Econ Adv LLC

The money necessary to fund said contract is in the amount of \$ _____ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number C-04-55-900-002-916. These funds are not being certified as being available for more than one pending contract.

*Change Order 849 - Renewal
Econ. Adv. LLC - Library at T.C.
~~\$153,087.00~~
\$106,121.40*

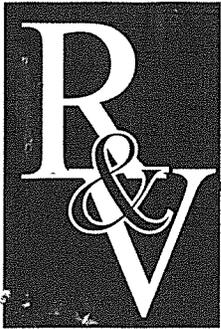
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

Remington & Vernick Engineers
Remington, Vernick & Vena Engineers
Remington, Vernick & Beach Engineers
Remington, Vernick & Walberg Engineers

EDWARD VERNICK, P.E., C.M.E., President
CRAIG F. REMINGTON, P.L.S., P.P., Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, P.E., P.P., C.M.E.
Edward J. Walberg, P.E., P.P., C.M.E.
Thomas F. Beach, P.E., C.M.E.



DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, B.A., M.P.A.

SENIOR ASSOCIATES
John J. Cantwell, P.E., P.P., C.M.E.
Alan Dittenhofer, P.E., P.P., C.M.E.
Frank J. Seney, Jr., P.E., P.P., C.M.E.
Terence Vogt, P.E., P.P., C.M.E.
Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick
Engineers**

232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

18 East Broad Street
Burlington City, NJ 08016
(609) 387-7053
(609) 387-5320 (fax)

**Remington, Vernick
& Vena Engineers**

9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

**Remington, Vernick
& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

9550 Highland Street
2nd Level
Mauricetown, NJ 08329
(609) 785-7000
(609) 785-3125 (fax)

**Remington, Vernick
& Beach Engineers**

922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

University Office Plaza
Commonwealth Building
260 Chapman Road, Ste. 104F
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

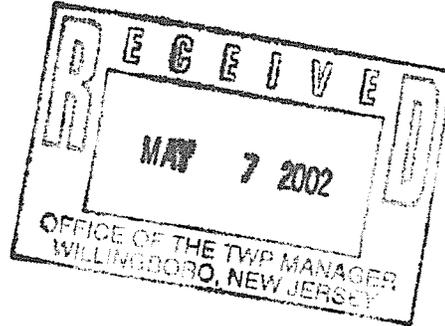
www.rve.com

Established in 1901

May 3, 2002

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

Re: Library at Town Center
Change Order #8 & #9
R&V File #0338A001



Dear Ms. Rose:

Enclosed, please find a copy of Sweetwater Construction Corporation Change Order #8 and #9 for the above referenced project. Executed originals have been submitted to your office by Renewal Economic Advisors. 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#8 \$145,368.00 Cost of specific GMP contract exclusions:
Addendum #3 & #4 for additional DCA code requirements,
One coiling grille, and
10-day contract time extension for this additional work.

CO#9 \$ 7,719.00 Additional concrete slab in fill structural repairs.

Total \$153,087.00

Total to Date (CO#1-#9) \$206,607.98

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
 Tel: 609-880-1510 Fax: 609-880-1512

Sweetwater Construction Corporation

Date: 4/29/2002
To Contractor:
 Sweetwater Construction Corporation
 269 Prospect Plains Road
 Cranbury, New Jersey 08512

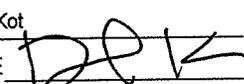
Architect's Project No:
Contract Date: 6/19/2001
Contract Number: 100-1107
Change Order Number: 008

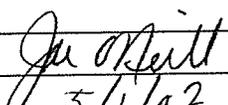
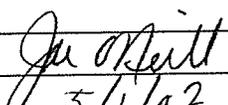
The Contract is hereby revised by the following items:

Approved PCO's # 43, 44 and 54

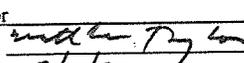
PCO	Description	Amount
043	Addendum #3 -Pricing	\$ 83,466.00
044	Addendum #4 - Pricing	\$ 7,697.00
054	One Colling Grill	\$ 54,205.00

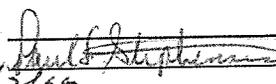
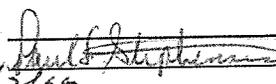
The original Contract Value was.....	\$ 5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$ 107,520.98
The Contract Value prior to this Prime Contract Change Order was.....	\$ 5,124,780.98
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$ 145,368.00
The new Contract Value including this Prime Contract Change Order will be.....	\$ 5,270,148.98
The Contract duration will be changed by.....	10 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 
 DATE 01 MAY 02

Sweetwater Construction Corporation
 CONTRACTOR
 269 Prospect Plains Road
 Cranbury, New Jersey 08512
 Address
 By 
 SIGNATURE 
 DATE 5/1/02

ReNEWal Willingboro
 OWNER
 One Levitt Parkway
 Willingboro, New Jersey 08046
 Address
 By 
 SIGNATURE 
 DATE 5/1/02

Remington & Vernick
 PROJECT COORDINATOR
 95 Grove Street
 Haddonfield, New Jersey 08033
 Address
 By Matt Taylor
 SIGNATURE 
 DATE 5/1/02

Township of Willingboro
 TOWNSHIP REPRESENTATIVE
 One Salem Road
 Willingboro, New Jersey 08046
 Address
 By 
 SIGNATURE 
 DATE 5/2/02

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: 609-880-1512

Sweetwater Construction Corporation

Date: 4/29/2002

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: 009

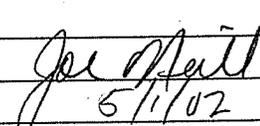
The Contract is hereby revised by the following items:

PCO #50

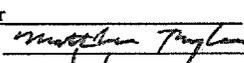
PCO	Description	Amount
050	Additional In fills - Unforeseen Conditions	\$ 7,719.00

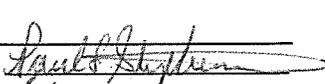
The original Contract Value was.....	\$ 5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$ 252,888.98
The Contract Value prior to this Prime Contract Change Order was.....	\$ 5,270,148.98
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$ 7,719.00
The new Contract Value including this Prime Contract Change Order will be.....	\$ 5,277,867.98
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Croxtan Collaborative Architects, PC
 ARCHITECT
 475 5th Avenue
 New York, New York 10017
 Address
 By Douglas Kot
 SIGNATURE 
 DATE 01 MAY 02

Sweetwater Construction Corporation
 CONTRACTOR
 269 Prospect Plains Road
 Cranbury, New Jersey 08512
 Address
 By
 SIGNATURE 
 DATE 5/1/02

ReNEWal Willingboro
 OWNER
 One Levitt Parkway
 Willingboro, New Jersey 08046
 Address
 By
 SIGNATURE 
 DATE 5/1/02

Remington & Vernick
 PROJECT COORDINATOR
 95 Grove Street
 Haddonfield, New Jersey 08033
 Address
 By Matt Taylor
 SIGNATURE 
 DATE 5/1/02

Township of Willingboro
 TOWNSHIP REPRESENTATIVE
 One Salem Road
 Willingboro, New Jersey 08046
 Address
 By
 SIGNATURE 
 DATE 7/2/02

RESOLUTION NO. 81 - 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:

XX (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.

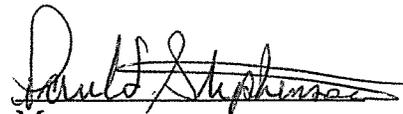
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 28, 2002, that an Executive Session closed to the public shall be held on May 28, 2002, at 8:00 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New 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- 82
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.

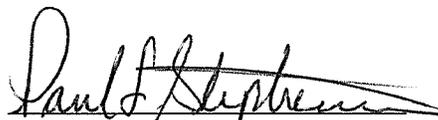
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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 5th day of June, 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: MAY 29, 2002

SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

Under the Township's Property Maintenance Ordinance, liens have been imposed on properties in the amount of **\$1,938.00** for the time period of May 1, 2002 through May 31, 2002

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

Property Maintenance: Properties

<u>ADDRESS</u>	<u>BLOCK & LOT</u>	<u>WORK DONE</u>	<u>AMOUNT</u>
44 Budhollow Ln.	231-14	Mow Lawn	\$ 48.00
22 Gaffney Ln.	702-24	Remove debris, replace new shed lock	\$ 110.00
85 Gainscott Ln.	708-27	Repair fence, remove water from pool	\$ 260.00
85 Gainscott Ln.	708-27	Cut grass and weeds on entire property	\$ 48.00
29 Pennypacker Dr.	325-8	Mow Lawn	\$ 48.00
8 Sandal Ln.	1301-1	Mow Lawn	\$ 48.00
8 Sandal Ln.	1301-1	Drain pool, remove branches and debris	\$ 190.00

33 Sandal Ln.	1300-14	Mow Lawn	\$ 68.00
26 Southampton Ln.	114-9	Replace house number	\$ 68.00
11 Botany Cir.	237-14	(3) cuts of mowing Lawn	\$ 96.00
59 Elderberry Ln.	838-4	Mow Lawn	\$ 48.00
21 Excel Ln.	840-29	(2) cuts of mowing Lawn	\$ 96.00
2 Henderson Ln.	621-1	Mow Lawn	\$ 48.00
18 Pastoral Ln.	323-5	(2) cuts of mowing Lawn	\$ 96.00
100 Pennypacker Dr	327-35	Mow Lawn	\$ 48.00
35 Pond Ln.	304-33	Mow Lawn	\$ 48.00
29 Stirrup Ln.	121-15	Remove tires, debris and various items around property	\$ 570.00

Green Thumb Lawn & Landscaping



Leonard Mason
Director of Inspections

LM:lam

RESOLUTION NO. 2002 - 83

WHEREAS, the Levittown Memorial Post # 4914 VFW, and Sacred Heart Council #5337 Knights of Columbus have applied for renewal of their Club Licenses pursuant to R.S. 33:1-46,1; and

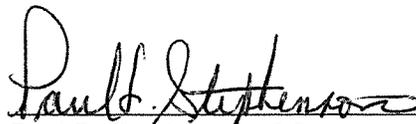
WHEREAS, it appears that the applications and supporting documents are in proper order and ready for approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of June 2002, that the Township Council makes the following findings.

- (1) The Township Council has reviewed the applications and the supporting documents and finds that the submitted applications are complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- (2) The Officers and Directors of the applicant clubs are qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- (3) The clubs shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- (4) No officer or member of the governing board of the applicant clubs have been convicted of a disqualifying offense pursuant to Title 33: and
- (5) It is appropriate and in the public interest to approve the renewal of a club license for the Levittown Memorial Post #4914 VFW, #0338-31-002-001 and Sacred Heart Council #5337, Knights of Columbus, #0338-31-003-002 for the period July 1, 2002 through June 30, 2003; and

BE IT FURTHER RESOLVED, that the Levittown Memorial Post #4914 VFW and Sacred Heart Council #5337 Knights of Columbus, have complied with all applicable provisions of Title 33, Rules and Regulations of the New Jersey Division of Alcoholic Beverage Control; and Ordinance No. 12, 1983, as well as all applicable ordinances of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Levittown Memorial Post #4914 and Sacred Heart Council #5337 Knights of Columbus and the Division of Alcoholic Beverage Control for their information and attention.


Paul L. Stephenson, Mayor

Attest:

Marie Annese, RMC, Twp. Clerk

RESOLUTION NO. 2002 - 84

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

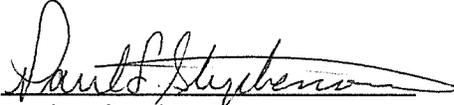
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 June 5, 2002, that an Executive Session closed to the public shall be held on June 5, 2002, at 10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Paul L. Stephenson, Mayor

ATTEST:

Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2002 - 85

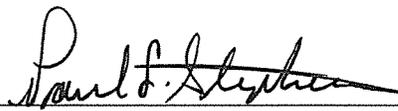
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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;

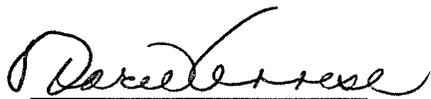
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of June, 2002, that refunds be made as per the attached schedule; and

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

JONES, WILLIE & SHARON 83 MIDVALE LANE BLOCK 517 LOT 27 83 MIDVALE LANE OVERPAYMENT TAXES	\$770.96
TAX REDEMPTION BLOCK 109 LOT 23 63 SHETLAND LANE OVERPAYMENT TAXES	575.88
SHARON MACK 73 GARLAND LANE BLOCK 701 LOT 23 73 GARLAND LANE OVERPAYMENT TAXES	192.10
TAX REDEMPTION BLOCK 714 LOT 4 65 GABRIEL LANE OVERPAYMENT TAXES	301.80
TAX REDEMPTION BLOCK 720 LOT 38 53 GENESEE LANE OVERPAYMENT TAXES	902.25
EDWARD P. SHAMY, JR. ATTY AT LAW 2300 ROUTE 27 NORTH BRUNSWICK, N.J. 08902 BLOCK 1115 LOT 10 51 TIDEWATER DRIVE OVERPAYMENT TAXES	1010.77
CITIFINANCIAL MTG. CO. 1111 NORTHPOINT DRIVE SUITE 100 BLDG 4 COPPELL, TX 75019 BLOCK 1017 LOT 14 59 NORTHGATE LANE OVERPAYMENT TAXES	106.67

ALLSTATES TITLE SERVICE 808.35
2883 EAST STATE STREET
MERCERVILLE, N.J. 08619
BLOCK 815
LOT 10
55 EXTON LANE
OVERPAYMENT TAXES

CITIMORTGAGE CORP. 918.33
PO BOX 1800-TAX DEPT.
FARMINGTON HILLS, MI. 48333
BLOCK 1021
LOT 2
129 NIAGARA LANE
OVERPAYMENT TAXES

TAX REDEMPTION ACCT. 2822.62
BLOCK 720
LOT 38
53 GENESSEE LANE
OVERPAYMENT TAXES

WILLINGBORO TOWNSHIP 38.00
INSPECTION DEPT.
BLOCK 5.01
LOT 2
4226 ROUTE 130
OVERPAYMENT TAXES

RESOLUTION NO. 2002 - 86

A RESOLUTION AWARDING A BID FOR EMERGENCY SQUAD SEMI-AUTOMATIC DEFIBRILLATORS SUPPLIES AND ACCESSORIES

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Semi-Automatic Defibrillators, supplies and Accessories; and

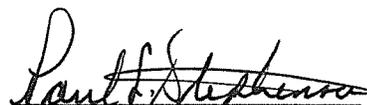
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Philips Medical Systems, 2401 Fourth Avenue, Seattle, Washington in the amount of \$28,422.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of June, 2002, that the bid be accepted as per the attached bid return sheet and recommendation; and

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


Paul L. Stephenson
Mayor

Attest:



Marie Annese, RMC
Township Clerk

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 06/19/02
Resolution Number: 2002-86

Vendor: PHILIP PHILIP MEDICAL SYSTEMS
2401 4TH AVE
SEATTLE, WA

Contract: 02-00019 SEMI AUTOMATIC DEFIBRILLATORS

Account Number	Amount	Department
C-04-55-999-003-916	28,422.00	1999 GENERAL CAPITAL
Total	28,422.00	

Only amounts for the 2002 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

BID OPENED WEDNESDAY, MAY 22, 2002 AT 10:00 AM BY MARIE ANNESE, TOWNSHIP CLERK
 PRESENT WERE JOHN CARNEY, SQUAD AND REPRESENTATIVE FROM AMER. RED CROSS

ALL DOCUMENTS PROVIDED - AMER. RED CROSS NO BID BOND, MEMO EXEMPT

ALL

	Philips	MDS/Martrx	VE Ralph	American Red Cross
Total Price for Each Unit (Including Delivery) \$	2,792.00	3,490.00	2,649.00	3,000.00
<u>Pricing for Additional Equipment & Supplies</u>				
1. Ten (10) Semi Rigid Case(s) # 941310 \$	1,120.00	1,260.00	1,240.00	Included in \$3,000 above
2. Ten (10) Data Card & Tray #M3854A \$	632.00	711.00	710.00	
3. Ten (10) Spare Lithium Manganese Dioxide Batteries \$	1,560.00	1,755.00	1,730.00	
4. Three (3) Boxes of Adult Defib Pads (6pair per box) \$	372.00	420.00	414.00	1,500.00
5. Two (2) FR2 Software #M3833A-01 \$	142.40	160.20	158.00	390.00
6. Two (2) Internal Card Reader #57500500 (Including Onsite Installation into existing PCs) \$	240.00	270.00	266.00	140.00
7. Two (2) Data Card Adapters #941500 \$	48.00	54.00	54.00	N/B } see
8. Three (3) User Video #M384089000 \$	117.60	132.30	51.00	N/B } memo dated
9. Training/Administration Pack (each) \$	160.00 each	180.00 each	178.00 each	N/B } 5/21/02
10. Charger for Training/Administration Pack (each) \$	160.00 each	112.50 each	111.00 each	260.00 each
TRADE ALLOWED	450.00 ea. = 4,050.00	\$6,300.00	\$2,000.00	100.00 each
				N/A

★ RECOMMEND PHILIPS AS LOWES BIDDER. John J. Carney

Name of Bidder _____

8.0 ECG Display

8.1 YES NO Initials U

9.0 ECG Display & Manual Mode Option

9.1 YES NO Initials U

9.2 YES NO Initials U

Total Price for Each Unit (Including Delivery) \$ 2,792.00 each

M3861A - includes AED, 2 pairs of defibrillation pads, one battery, one user's guide.

Pricing for Additional Equipment & Supplies

- 1. Ten (10) Semi Rigid Case(s) #941310 M3868A \$ 112.00 each / \$1,120.00 total
- 2. Ten (10) Data Card & Tray #M3854A \$ 63.20 each / \$632.00 total
- 3. Ten (10) Spare Lithium Manganese Dioxide Batteries \$ 156.00 each / \$1,560.00 total
M3863A
- 4. Three (3) Boxes of Adult Defib Pads (6pair per box) \$ 124.00 each / \$372.00 total
DPG
- 5. Two (2) FR2 Software #M3833A-01 \$ 71.20 each / \$142.40 total
- 6. Two (2) Internal Card Reader #57500500 \$ 120.00 each / \$240.00 total
(Including Onsite Installation into existing PCs) - comparable product: M3524A
- 7. Two (2) Data Card Adapters #941500 \$ 24.00 each / \$48.00 total
Comparable product: SDC F-05
- 8. Three (3) User Video #M384089000 \$ 39.20 each / \$117.60 total
M3860-89100
- 9. Training/Administration Pack (each) \$ 160.00 each
M3864A
- 10. Charger for Training/Administration Pack (each) \$ 100.00 each
M3855A

32,972.00 Total: \$32,412.00
 - 4,050.00 TRADE

 28,422.00

- 8.0 ECG Display
 8.1 YES NO Initials MM
- 9.0 ECG Display & Manual Mode Option
 9.1 YES NO Initials MM
 9.2 YES NO Initials MM
- Total Price for Each Unit (Including Delivery)** \$ 2,649.00 Each - 26,490.00

Pricing for Additional Equipment & Supplies

1.	Ten (10) Semi Rigid Case(s) # 941310	\$ <u>124.00 Each</u>	<u>1,240.00</u>
2.	Ten (10) Data Card & Tray #M3854A	\$ <u>71.00 Each</u>	<u>710.00</u>
3.	Ten (10) Spare Lithium Manganese Dioxide Batteries	\$ <u>173.00 Each</u>	<u>1,730.00</u>
4.	Three (3) Boxes of Adult Defib Pads (6pair per box)	\$ <u>138.00 Each</u>	<u>414.00</u>
5.	Two (2) FR2 Software #M3833A-01	\$ <u>79.00 Each</u>	<u>158.00</u>
6.	Two (2) Internal Card Reader #57500500 (Including Onsite Installation into existing PCs)	\$ <u>133.00 Each</u>	<u>266.00</u>
7.	Two (2) Data Card Adapters #941500	\$ <u>27.00 Each</u>	<u>54.00</u>
8.	Three (3) User Video #M384089000	\$ <u>17.00 Each</u>	<u>51.00</u>
9.	Training/Administration Pack (each)	\$ <u>178.00 Each</u>	<u>178.00</u>
10.	Charger for Training/Administration Pack (each)	\$ <u>111.00 Each</u>	<u>110.00</u>
			<u>4,911.00</u>
			<u>(+) 26,490</u>
			<u>31,401</u>
			<u>(-) 2,000 TRADE</u>
			<u>29,401</u>

- 8.0 ECG Display
 8.1 YES NO Initials *JS*
 9.0 ECG Display & Manual Mode Option
 9.1 YES NO Initials *JS*
 9.2 YES NO Initials *JS*

Total Price for Each Unit (Including Delivery) \$ 3490.00 | 34900.00

Pricing for Additional Equipment & Supplies

1.	Ten (10) Semi Rigid Case(s) # 941310	\$ <u>126.00 EACH</u>	<u>1260.00</u>
2.	Ten (10) Data Card & Tray #M3854A	\$ <u>71.10 EACH</u>	<u>711.00</u>
3.	Ten (10) Spare Lithium Manganese Dioxide Batteries	\$ <u>175.50 EACH</u>	<u>1755.00</u>
4.	Three (3) Boxes of Adult Defib Pads (6pair per box)	\$ <u>140.00 EACH</u>	<u>420.00</u>
5.	Two (2) FR2 Software #M3833A-01	\$ <u>80.10 EACH</u>	<u>160.20</u>
6.	Two (2) Internal Card Reader #57500500 (Including Onsite Installation into existing PCs)	\$ <u>135.00 EACH</u>	<u>270.00</u>
7.	Two (2) Data Card Adapters #941500	\$ <u>27.00 EACH</u>	<u>54.00</u>
8.	Three (3) User Video #M384089000	\$ <u>44.10 EACH</u>	<u>132.30</u>
9.	Training/Administration Pack (each)	\$ <u>180.00 EACH</u>	<u>180.00</u>
10.	Charger for Training/Administration Pack (each)	\$ <u>112.50</u>	<u>112.50</u>
			<u>5,055.00</u>
			<u>(+) 34,900.00</u>

39,955.00
 TRADE (-) 6,300.00
33,655.00

MDS MATRX
 200 GATES ROAD
 P.O. BOX 210
 BALLENTINE, SC 29002
 PHONE 800-845-3550
 FAX 800-533-4793

Name of Bidder _____

RESOLUTION NO. 2002 - 87

A RESOLUTION AUTHORIZING WILLINGBORO TOWNSHIP TO EXECUTE AN AGREEMENT WITH BURLINGTON COUNTY FOR COOPERATIVE PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT OF 1974

BE IT RESOLVED AND ENACTED by the Township Council of the Township of Willingboro, County of Burlington and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

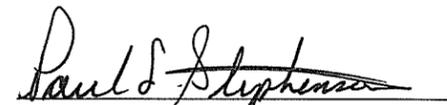
SECTION I Certain federal funds are available to Burlington County under Title 1 of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and

SECTION II It is necessary to establish a legal basis for the County and its people to benefit from this program; and

SECTION III An Agreement has been proposed under which Willingboro Township and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant to NJSA 40:8A-1 et seq., and

SECTION IV It is in the best interest of the Township of Willingboro that the Agreement entitled "Agreement Between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities", a copy of which is on file at the Municipal Clerk's Office.

SECTION V The Township of Willingboro shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the Township of Willingboro on this 11th day of June, 2002.


Paul L. Stephenson, Mayor

Attest:


Marie Annese, RMC
Township Clerk
Res - Coop Part Com Develop

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, (hereafter the "Board"), and Willingboro Township, (hereafter the "municipality"), to establish a cooperative relationship for the conduct of certain community development activities.

WHEREAS, Title II of the Housing and Community Development Act of 1974, as amended and supplemented, may make federal funds available to Burlington County for the operation of Community Development Programs upon satisfaction of certain criteria for the Board to receive said funding; and

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the HOME Investment Partnership Program, may make federal funds available to Burlington County to expand the supply of decent and affordable housing; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 408A-1, et seq., authorizes counties and municipalities to enter into agreements for the provision of joint services;

NOW, THEREFORE, the Board of Chosen Freeholders of Burlington County and Willingboro Township, hereby agree as follows:

A. **COMMUNITY DEVELOPMENT PLANNING PROCESS**

I. Nature and Extent of Services

- a. *Purpose:* The purpose of this Agreement is to satisfy Federal criteria so that the Board may apply for, receive, and disburse federal funds available to eligible urban counties under Title I of the Housing and Community Development Act of 1974, as amended and supplemented, commonly known as the Community Development Block Grant (CDBG) Program, and Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships Program (HOME), and to carry out community development programs during the 2003-2005 federal fiscal years in cooperation with participating municipalities. Funds received pursuant to the CDBG and HOME Programs will be used to accomplish purposes authorized by the Acts (see CFR 24, Section 570.201 through 570.206 - CDBG, 24 CFR 92.205.213 - HOME). Nothing contained in this Agreement shall be interpreted as restricting the municipality or other unit of local government of any power or other lawful authority it possesses, nor shall any municipality be deprived of any state or federal aid to which it might be entitled in its own right, except as it may apply pursuant to Paragraph A. V. hereof.
- b. *Authorization:* The Board is authorized, directed and appointed to undertake or assist in undertaking essential community development and housing assistance activities from Community Development Block Grant funds and Home Investment Partnerships Program funds it receives for Program Years 2003, 2004 and 2005. The Board shall have the final responsibility for selecting projects and filing required statements in accordance with the rules, regulations, executive orders, and statutes adopted to implement the Housing and Community Development Act of 1974, as amended and supplemented. The

municipality is hereby designated as a cooperative unit of general local government. The Board and municipality hereby agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

- c. *Citizen Advisory Committee:* There is hereby established a Community Advisory Committee, to consist of 60 members as follows:

<u>Representative</u>		<u>Appointed By</u>
Mayor or his/her Representative from each Municipality	40	Local Mayor
Office on Aging	1	Freeholder Director
Department of Health	1	Freeholder Director
Work Force Investment Board	1	Freeholder Director
County Job Training Program	1	Freeholder Director
Planning Board	2	Chairperson, Planning Board and Freeholder Director
McGuire Air Force Base	1	Base Commander
Fort Dix	1	Base Commander
Municipal Managers/Administrators	1	Freeholder Director
Labor Union	1	Freeholder Director
Housing Industry	1	Freeholder Director
Community Action Program	1	BCCAP Board of Directors
Banks and Mortgages	1	Freeholder Director
Environmentalist	1	Freeholder Director
Realtors	1	Freeholder Director
Citizens-at-Large	5	Freeholder Director

- d. *Committee Responsibilities:*

1. The Mayor (or his/her representative) of 12 municipalities who have signed Cooperative Agreements with the Board shall constitute a quorum.
2. The Committee shall create an Executive Committee and such other sub-committees it deems necessary to perform its work. Only Committee members shall be eligible to serve on such sub-committees.
3. The Coordinator of the Burlington County Community Development Program shall act as Administrative Liaison Officer. He/she shall provide technical and administrative support to the Committee and act as liaison between the Committee and the Board.
4. The Committee shall meet promptly after its establishment and thereafter as often as it deems necessary. It shall establish rules of procedure deemed necessary to effectuate this Agreement.

5. The Committee shall study the community development needs of the participating municipalities and shall plan for the prudent utilization of funds made available to the Board. It shall recommend that the Board make application for federal funding, including funds for "urban counties". The Committee shall be authorized to develop, in the manner herein prescribed, a Community Development Plan for Burlington County, to include a housing assistance program. The Committee shall be authorized to recommend that the Board prepare such other documents and certifications of compliance required for its participation in the Community Development Block Grant Program and the Home Investment Partnerships Program.
6. After consultation with affected municipal and County government, the Committee shall develop priorities for utilization of funds made available pursuant to the Board's application authorized herein. The Committee shall recommend the means for accomplishing each project or activity to be funded. Municipalities which disapprove of a proposed activity shall so advise the Board prior to the Board's submission of its application to HUD.
7. The municipality signing this Agreement shall be eligible to request to participate in the expenditure of funds received by the Board pursuant to this Agreement, comment on the overall needs of the County to be served with these funds, and otherwise participate in Committee proceedings. No project may be undertaken or service provided in any municipality without the approval of the municipal governing body.
8. Upon completion of Grant Applications, the Burlington County Community Development Office shall hold at least two public hearings pursuant to HUD regulations and applicable state regulations.
9. All minutes of the Committee, Executive Committee and any other sub-committee formed pursuant to Paragraph 2 above shall be promptly forwarded to the Board and to the Clerks of each participating municipality.

II. Standards of Performance

Every agreement made pursuant to this Agreement shall include standards of performance in accordance with the Interlocal Services Act and the Housing and Community Development Act. A report shall be prepared on an annual basis for the Committee by each recipient of funds. Said report shall describe the activity, the work performed to date, and whether the objectives of the program have been achieved. The Committee shall thereupon report its findings to the Board as may be required for submission to the Federal Government.

III. Locus of Funds

The Board shall apply for the amount of funds recommended by the Committee, subject to modification by the Board. All federal funds received by the Board shall be placed in a County trust fund established and maintained in accordance with applicable laws. This funds shall be a separate bank account subject to the control of the Board, which shall be the designated recipient of the funds provided by the Federal Act.

Upon authorization by the Board, and in compliance with State law, the Board may expend funds from this trust fund to accomplish a project directly or by payment to the particular municipality pursuant to contract. No person or entity may expend or commit funds except as may be authorized pursuant to this Agreement. No participant under this Agreement shall be obligated to expend its own funds except as may be mutually agreed between the Board and the municipality.

IV. Duration of Contract

This Agreement shall be in effect for Federal Fiscal Years 2003, 2004 and 2005 and for any additional period necessary to carry out activities that will be funded from annual Community Development Block Grant appropriations and HOME Investment Partnerships Program appropriations for Federal Fiscal Years 2003, 2004 and 2005 and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditures of any such funds granted by the Board to the Municipality. The Board and the Municipality shall not terminate or withdraw from this Agreement while the Agreement remains in effect.

V. Restrictions

The municipality understands that by executing this Agreement, it may:

1. Not apply for grants under the Small Cities or State Community Development Block Grant Programs from appropriations for the fiscal years during the period in which it is participating in Burlington County's Community Development Block Grant Program; and
2. Participate in a HOME Investment partnership program only through Burlington County, regardless of whether the County receives a HOME formula allocation. Even if the County does not receive a HOME formula allocation, the municipality cannot form a HOME consortium with other local governments.

VI. Designation of General Agent

The Administrative Liaison Officer selected pursuant to Section A. (I)(d)(3) of this Agreement is hereby designated as the administrative agent for the Board for purposes of compliance with statutory and regulatory responsibilities. The Liaison shall be accountable and subject to the supervision of the Board.

VII. Efficacy

This Agreement shall become effective only when (1) sufficient municipalities have signed the Contract so that no less than a population of 200,000 Burlington County residents is represented, and (2) all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that the Board fails to satisfy these criteria within the time period set forth by the United States Department of Housing and Urban Development, the Board shall so notify each participating municipality and the Agreement shall thereupon be null and void.

VIII. Compliance with Laws

The Board, the Municipality and all other cooperating units of general government shall take all actions necessary to assure compliance with the County's Certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974, the Fair Housing Act, the Americans with Disabilities Act of 1990 and other applicable laws.

The Municipality agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations with jurisdictions.

Urban county funding is prohibited in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the Board's action to comply with its obligations to affirmatively further fair housing.

IX. Responsibilities for Grant Administration

The Board shall be responsible for ensuring that funds are used in accordance with all program requirements as set forth in 24 CFR Part 570 and 24 CFR 92. Participating municipalities are subject to the same requirements as are applicable to sub-recipients including the requirement to sign a written agreement, which shall contain the provisions as set forth in 24 CFR Part 570.503 and 24 CFR 92.504, before disbursing any funds.

B. **ACTIVITIES**

The Board is hereby designated to undertake the program activities which may include, but are not to be limited to the activities listed below, as the responsible unit of general local government. The Board shall be responsible for assuring the administration and effectuation of the program in accordance with all HUD requirements. The specific items to be funded pursuant to Paragraphs 1-5 below will be on file as applied for and approved by the Board pursuant to applicable HUD guidelines.

1. Rehabilitation Loan Program:

The Program is designed to assist the residents of low and moderate income levels within participating municipalities who are living in housing suitable for rehabilitation to improve the existing housing stock and upgrade the living environment.

2. Planning and Administration:

These funds have been designated to pay for the costs incurred in the implementation of the rehabilitation loan program.

3. Locally Determined Activities:

These are programs designed by the municipalities to improve conditions; each program is required to be approved by the Community Development Office of Burlington County.

4. County Determined Activities:

Those programs are designed by the County to improve existing conditions within the municipalities, as needed, on a year-to-year basis upon approval of the recommendation to the Board by the Community Development Office of Burlington County.

5. Cost Overrun Account:

In order to allow some flexibility in the above-described programs, these funds have been set aside for use when needed, to be made available pursuant to program amendments during the year.

C. COST OF PROGRAM: FEDERAL/LOCAL SHARE

The cost of programs operated pursuant to this Agreement shall be met by federal funding pursuant to Title I of the Community Development Act. However, federal assistance made available hereunder shall not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

D. STANDARDS OF PERFORMANCE

Standards of performance will comply with the requirements established by the Community Development Block Grant Program and the HOME Investment Partnerships Program.

E. TIME PERIOD OF ACTIVITIES

The period to accomplish the activities in this Agreement shall be the program year starting upon approval of the program application by the Department of Housing and Urban Development.

F. **AVAILABILITY OF RECORDS FOR AUDIT**

All records kept in connection with this program will conform to Federal requirements under Title I of the Community Development Act and applicable State laws. Records shall be available for review by the authorized representatives of any participating municipalities and the County at a mutually agreed time.

G. **COOPERATION**

The municipality agrees to cooperate with all other municipalities who sign comparable agreements with the Board and be bound as if all had signed the same Agreement.

H. **SEVERABILITY AND MODIFICATION CLAUSE**

In the event that any portion of this Agreement is found to be unlawful or invalid, the remainder shall continue in effect.

I. **MODIFICATIONS OF ACTIVITIES**

In the event that modifications of project activity shall become necessary, the Community Development Office may increase or decrease the cost of any project with the concurrence of HUD.

This Agreement shall replace and supersede all previous agreements between the parties.

IN WITNESS WHEREOF, the parties hereto agree to be bound by this document and have caused this Agreement to be signed and sealed on the date as indicated.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

ATTEST: _____
COUNTY ADMINISTRATOR

BY: _____
FREEHOLDER DIRECTOR

DATE: _____

(SEAL)

Willingboro Township

ATTEST: *[Signature]*
TOWNSHIP CLERK/ADMINISTRATOR

BY: *[Signature]*
CHIEF EXECUTIVE OFFICER

DATE: 6/11/02



(MUNICIPALITY)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE (MUNICIPALITY) TO EXECUTE
AN AGREEMENT WITH BURLINGTON COUNTY FOR COOPERATIVE
PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT OF 1974

BE IT RESOLVED AND ENACTED, by the Council of (Municipality), County of Burlington and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

- SECTION I. Certain federal funds are available to Burlington County under Title I of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and
- SECTION II. It is necessary to establish a legal basis for the County and its people to benefit from this Program; and
- SECTION III. An Agreement has been proposed under which the (Municipality) and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8A-1 et seq., and
- SECTION IV. It is in the best interest of the (Municipality) that the Agreement entitled "Agreement between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities", a copy of which is on file at the Municipal Clerk's Office.
- SECTION V. The (Municipality) shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the (Municipality) and affix thereunto the Official Seal.
- SECTION VI. All resolutions or parts of resolutions which are inconsistent herewith are hereby repealed in the extent of their inconsistency.
- SECTION VII. This Resolution shall take effect immediately after passage and publication as provided by law.

DATE: _____
Township Clerk



TOWNSHIP OF WILLINGBORO

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

June 3, 2002

Mr. James Wujcik
Board of Chosen Freeholders
Community Development Program
Human Services Facility
795 Woodlane Road
P. O. Box 6000
Mt. Holly, New Jersey 08060

Dear Mr. Wujcik:

In response to your letter of May 8, 2002 regarding "Notification of the Option to Participate with Burlington County in the Community Development Block Grant Program for Fiscal Years 2003, 2004 and 2005" **please be advised that Willingboro Township is interested in participating.**

The formal resolution will be on the June 11th agenda for adoption. A copy will be sent to your office the following day.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

 * P.01 *
 * TRANSACTION REPORT *
 * JUN-04-2002 TUE 09:57 AM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * JUN-04 09:56 AM 2655500 51" 2 SEND OK 897 *
 * TOTAL : 51S PAGES: 2 *

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

TELEFAX COVER SHEET

TO: Ann Kline
 COMPANY: Freeholders Office
 DATE: 6/4/02
 TO FAX NO. 265-5500
 FROM: Marie Annese EXT. 6202 PAGES 2

WILLINGBORO TOWNSHIP

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

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

TELEFAX COVER SHEET

TO: Ann. Rline
COMPANY: Freeholders Office
DATE: 6/4/02
TO FAX NO. 265-5500

FROM: Marie Annese EXT. 6002 PAGES 2

SUBJECT: Com. Develop Bk Grant Program
Years 2003-2004 & 2005

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

Hard copy to follow

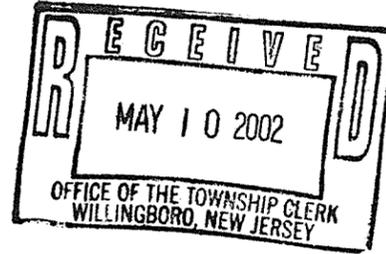
**Board of Chosen Freeholders
County of Burlington
New Jersey**



(609) 265-5072
FAX (609) 265-5500

DEPARTMENT OF
ECONOMIC DEVELOPMENT
Community Development Program
Human Services Facility
795 Woodlane Road, Westampton
P.O. Box 6000
Mt. Holly, N.J. 08060

May 8, 2002



Marie Annese, Clerk
Willingboro Township
1 Salem Road
Willingboro, NJ 08046

Re: Notification of the Option to Participate with
Burlington County in the Community Development Block Grant Program
for Fiscal Years 2003, 2004 and 2005

Dear Ms. Annese:

You may be aware the every three years municipalities are afforded the decision to be included in the County's Housing and Community Development program. As the end of a three year cycle is approaching the time has come to renew Cooperation Agreements for municipal participation and create new arrangements with those municipalities not presently participating.

Your unit of local government is hereby invited and encouraged to participate in Burlington County's Housing and Community Development program for fiscal years 2003, 2004 and 2005.

Your decision to participate will permit a County/Municipal partnership through which direct grants and other forms of financial assistance are awarded and community development activities can be undertaken using federal funding from the US Department of Housing and Urban Development. Burlington County has received about \$2,000,000 a year for the last 25 years to undertake a broad range of housing and community development activities that have effectively benefited all of the residents of the county. Almost 50% of the funds the county has received through the Community Development Block Grant Program have been allocated as direct grants to participating municipalities. Ranging from public works and recreational facilities, to housing rehabilitation, to the provision of essential human services, these programs have afforded improvement to the quality of life for all citizens.

The HOME program draws an additional financial resource into the County to support housing activities that may contribute to meeting affordable housing obligations under Mount Laurel II. If your municipality chooses to join the program, it will be included in both the Community Development Block Grant and the HOME program for a three year period (FY 2003-2005). However, municipalities that join the County's program will not be eligible to apply for grants under Small Cities or State CDBG Programs during the three year period.

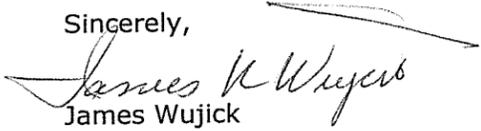
Enclosed with this letter are three copies of a Cooperation Agreement for execution by your municipality and a sample resolution. Execution of the Cooperation Agreement will allow your population to be counted in the county's effort to requalify as an "Urban County" and become an eligible applicant for HUD entitlement funding. The schedule for the Cooperation process is as follows:

By **June 3**, 2002 the municipality must notify the county of its decision to participate or not participate for FY 2003 through 2005.

By **June 21**, 2002 the municipality must adopt a resolution, execute a Cooperation Agreement and submit three (3) signed copies of the Agreement with the resolution to the County's Community Development Office.

We look forward to working with you as we again design funded programs and activities in the forthcoming years. If you have any questions or require any additional information, do not hesitate to contact Ann Kline, Coordinator for the county's Community Development Program, at (609) 265-5072.

Sincerely,



James Wujick
Freeholder

Enclosure

cc: Frederick F Galdo, County Administrator
Mark Remsa, Economic Development Director
Ann Kline, Community Development Coordinator
Paul Stephenson, Mayor
Denise Rose, Act. Twp. Mgr.

RESOLUTION NO. 2002 – 88

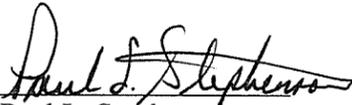
**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO SIGN THE 2002 MUNICIPAL ALLIANCE
SUBGRANT AGREEMENT.**

WHEREAS, the New Jersey Governor's Council on Alcoholism and Drug Abuse has awarded a grant to the Municipality in response to the request of the Municipal Alliance Committee; and

WHEREAS, a 2002 Letter Agreement between the Council and the Board sets forth the conditions under which the Board shall administer the grant;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of June, 2002, that the Mayor and Clerk are hereby authorized to sign the Municipal Alliance Grant Agreement.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the County Alliance Coordinator and the Chief Financial Officer for their information and attention.


Paul L. Stephenson
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Board of Chosen Freeholders
County of Burlington
New Jersey

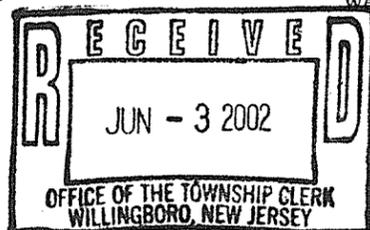
Office of Human Services

Mental Health Administrator 609-265-5545
Alcoholism & Drug Unit 609-265-5536
Social Services Unit 609-265-5546
Fax: 609-265-5382



Mailing Address:

Office of Human Services
795 Woodlane Road
P.O. Box 6000
Westampton, NJ 08060-6000



May 22, 2002

Paul L. Stephenson
One Salem Road
Willingboro, NJ 08046

Dear Mayor Stephenson:

Re: 2002 Municipal Alliance Agreement

Enclosed are copies of the Subgrant Agreement for your 2002 Municipal Alliance grant award. At your earliest convenience, please sign and date the Agreements and return *all* copies to me at the Office of Human Services. A completely executed Agreement will be returned to you, as well as vouchers for reimbursement.

You can always reach me at 609-265-5538 if you have any questions concerning this Agreement or the Municipal Alliance program.

Thank you for your township's continuing cooperation and support of the Municipal Alliance program that provides substance abuse prevention education to all the communities in the county.

Sincerely,

Suzanne R. Menges
County Alliance Coordinator

Enclosures

C: Gary Miller, Administrator, Office of Human Services
Joseph Linneman, Risk Manager
Edwin L. Ellis, Chairperson, Willingboro Municipal Alliance



TOWNSHIP OF WILLINGBORO

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

June 18, 2002

Ms. Suzanne R. Menges
County Alliance Coordinator
Office of Human Services
795 Woodlane Road
P.O. Box 6000
Westampton, New Jersey 08060

Dear Ms. Menges:

Attached please find a copy of Resolution No. 2002 – 88 adopted by Willingboro Township Council at their meeting of June 11th. Also attached you will find five (5) signed and dated copies of the Subgrant Agreement for the 2002 Municipal Alliance Grant award.

Please return a fully executed copy to this office.

Thank you for your cooperation,

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Encs.

RESOLUTION NO. 2002 - 89

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

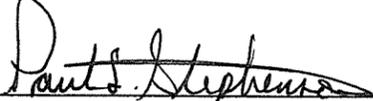
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 June 11, 2002, that an Executive Session closed to the public shall be held on June 11, 2002, at 9:30 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 NO. 2002- 90

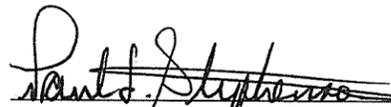
A RESOLUTION AUTHORIZING THE APPLICATION FOR STATE AID FROM
NJDOT

WHEREAS, the New Jersey Department of Transportation, Bureau of Local Aid,
has advised that funds are available for improvements to public highways, and
construction of highways under the jurisdiction of municipalities; and

WHEREAS, the Township of Willingboro is eligible to receive funding under
said program;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro assembled in public session this 11 day of June,
2002, that application be made to the Commissioner of Transportation for aid under the
Fiscal Year 2003 Municipal Aid Program portion of the New Jersey Transportation Trust
Fund Authority Act and any other funds available; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized
and directed to sign such forms as may be necessary in order to apply for available funds.



PAUL STEPHENSON
MAYOR

ATTEST:



Marie Annese
Township Clerk

New Jersey Department of Transportation
Resolution, Application, and Agreement for
State Aid to Counties and Municipalities
Under the New Jersey Transportation Trust Fund Authority Act and Local Bridge Bond Act

Name of Sponsor: Willingboro Township

Mailing Address: One Salem Road

Willingboro, NJ 08046

Federal Tax Identification Number 22-6007381
(Must be inserted by Sponsor)

Program (only check one): County Aid, Municipal Aid (checked), Discretionary Aid, Centers of Place, Bridge Bond Act, Pedestrian Safety, Other (Specify), Bikeway

Sponsor Priority No. 1 (Prioritized by Program)

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid under the New Jersey Transportation Trust Fund Authority Act, the Bridge Bond Act, or a combined allotment for the improvement of:

Reconstruction of Salem Road - Section IV
(Project Name)

From: End of Section III (approved under 2002 State Aid Program)

To: Beverly-Rancocas Road (County Route 626)

in the Municipality of Willingboro Township County of Burlington

State of New Jersey for a distance of 0.20 miles (1,050 linear feet for Pedestrian Safety projects) or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for this improvement is \$ 254,291. The Sponsor requests \$ 254,291 in State funds and anticipates contributing \$ 0.00; AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

Type of Improvement (Check only major type of work)

- Resurfacing
Roadway Reconstruction (checked)
Surface Treatment
Traffic Signal Installation
Intersection Improvement
Culvert (Less than 20 foot span)
Bridge (20 foot span or greater)
Safety Improvement
Other (describe below)

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

Excavate existing roadway and curbs a distance of 1,050 feet west of the junction of Beverly-Rancocas Road (C.R. 626), and reconstruct roadway with 6" thick Dense Graded Aggregate, 5" thick Bituminous Stabilized Base Course and 2" thick Bituminous Concrete Surface Course. Reconstruct 2,100 feet of concrete curbing, construct concrete handicapped ramps and drive aprons. Rehabilitate drainage structures and re-stripe road. Salem Road is a major connector between two Burlington County Routes (C.R. 626 and C.R. 630). This serves the Willingboro Township Post Office, Municipal Building, a place of worship and Willingboro Township Board of Education offices.

[SUBMIT 3 COPIES OF THIS FORM TO THE DIVISION OF LOCAL GOVERNMENT SERVICES AND ECONOMIC DEVELOPMENT ALONG WITH 3 LOCATION MAPS]

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

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

Construction Cost (From attached estimate)	\$ <u>213,780.00</u>
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$ <u>19,133.00</u>
Right-of-Way Costs (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$ _____
Construction Inspection and Material Testing if requesting (10% of the final allowable construction cost maximum)	\$ <u>21,378.00</u>
Total Estimated Cost	\$ <u>254,291.00</u>

Project Information

- Is utility work planned within the project limits over the next five (5) years? – Yes No _____
- Is the purchase of right-of-way required before the start of project construction? – Yes _____ No
- Does the project intersect a State Highway? – Yes _____ No If yes, which highway? _____
- If Yes, is the intersection signalized? – Yes _____ No _____
- Is there a railroad crossing within the project limits? – Yes _____ No
- Is there a railroad crossing 100 feet outside of the project limits? – Yes _____ No
- Will the construction impact traffic across a railroad crossing outside the project limits? – Yes _____ No

**ADDITIONAL FORMS OR DOCUMENTS REQUIRED
ATTACH ONLY THOSE FORMS APPLICABLE TO THE PROJECT**

- Traffic Signal and/or Channelization - Attach a copy of the "Authorization to Design or Install"
- Roadway Project – Attach a copy of "Appendix RD"
- Bridge Project – Attach a copy of "Appendix BR" (may also need "Appendix RD")
- Bikeway Project – Attach a copy of "Appendix BW" (may also need "Appendix RD" and "Appendix BR")
- Pedestrian Safety Project – Attach a copy of "Appendix PD" (may also need "Appendix RD" and "Appendix BR")
- Location map, no larger than 8 ½" x 11" in size, showing project limits(all information must be clear and legible with street names labeled)

NOTE For projects located within right-of-way or on property owned by other jurisdictions, proof of permission to construct this project must be attached to this form or the project will not be considered for possible funding.

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

- It shall arrange for financing of the total cost of the project provided for in this Agreement.
- It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
- In the event that the Department approves funds in an amount less than requested, the Sponsor, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a revised Resolution, Application, and Agreement for Department approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.
- The Sponsor must notify the Department of its rescision of this Agreement within sixty (60) days of its receipt of notification of the amount allotted by the Department.
- Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.
- Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding as defined and enumerated in Office of Management & Budget's Circular 89-19.
- The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:
 - Preparation of contract drawings and supplementary specifications.

2. The acquisition of all necessary right-of-way, easements, slope rights and permits.
 3. Construction of the above referenced improvement.
 4. Monitoring and supervising compliance with all provisions of this Agreement.
- h. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.
 - i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
 - j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.
 - k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual On Uniform Traffic Control Devices" published by Federal Highway Administration.
 - l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.
 - m. All workmanship and materials shall conform to current "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" as amended for State Aid.
 - n. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
 - o. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
 - p. Any changes in work after the award of contract shall be documented with a Department approved change order.
 - q. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Government Services and Economic Development:
 1. One (1) copy of the contract plans, specifications, engineer's estimate, and engineer's design certification.
 2. Other documents as required.
 - r. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
 - s. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
 - t. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Government Services and Economic Development:
 1. Two (2) copies of the summary of construction bids.
 2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
 - u. It shall award a construction contract for the project within twelve (12) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may grant an extension of this twelve (12) month period after receiving an adopted resolution containing the request from the Sponsor. The Department may cancel the funds allotted to the project if the Sponsor does not award the construction contract within the specified time.
 - v. Upon prior approval of the Department, it may elect to undertake the work through the use of its own forces when it is deemed applicable and appropriate.
 - w. Neither design costs, the costs for acquisition of all necessary right-of-way, easements, slope rights, and permits nor utility costs shall be considered costs of the project for purposes of computation of the allotment of State Aid funds under this Agreement except in special cases approved by the Department.
 - x. State participation in the cost of the project shall not exceed the lesser of either 100 percent of the cost of the completed construction work including eligible construction supervision, inspection and material testing, or the original allotment. State participation in inspection and material testing costs combined shall be limited to 10 percent of the eligible construction work cost. The State shall not participate in costs that the Department determines to be beyond the scope of the purposes of the allotment, excessive or otherwise unallowable. The Sponsor shall be afforded an opportunity to challenge this determination at an informal hearing.
 - y. At the discretion of the Commissioner of Transportation, payment of the allotted funds may be made to the project Sponsor in the form of a grant. Grant payments shall be made as follows:
 1. For Municipal Aid, Centers of Place, Bikeways, Pedestrian Safety and Discretionary Aid, a specified percentage as determined by the Commissioner, of the lesser of the eligible award amount or allotment amount shall be paid at the time of concurrence in the award of contract by the Department. The remaining percentage or balance of funds shall be paid upon submission of a final voucher with supporting information as required by the Department. The final voucher must be submitted to the Department within six (6) months of project completion.

New Jersey Department of Transportation
Resolution, Application, and Agreement for
State Aid to Counties and Municipalities
Under the New Jersey Transportation Trust Fund Authority Act or Local Bridge Bond Act

"Appendix RD"
Roadway Data Sheet

Project - Reconstruction of Salem Road (Section IV)

Municipality - Willingboro Township County - Burlington

Existing Road Conditions

Current ADT - 12,000 **% Truck Traffic over 5 Tons - 2% +/- Legal Speed Limit - 40 MPH
Commuter Bus Route - Yes x No _____
Right of Way Width - 49'-6"
Pavement Width - 36' Type - Asphalt Depth - 4" Depth - 2"
(base) (surface)
Shoulder Width - None Type - _____ Depth - _____
(If different for each side or varying, provide minimum width for each side)
Curbing - One Side - _____ Both Sides - x
Sidewalk - One Side - _____ Both Sides - x - missing sections, both sides
Parking Restrictions - No Parking
Existing Bridge being replaced or repaired - Yes _____ No x
If Yes, and is part of project, complete Appendix BR

Proposed Improvements

Right of Way Width - 49'-6"
Pavement Width - 36' Type - Asphalt Depth - 5" Depth - 2"
(base) (surface)
Shoulder Width - N/A Type - _____ Depth - _____
(If different for each side or varying, provide minimum width for each side)
Curbing - One Side - _____ Both Sides - x
Sidewalk - One Side - _____ Both Sides - Separate application filed for missing sidewalk sections
Parking Restrictions - No Parking
Will the project meet AASHTO standards? - Yes x No _____ If No, list Design Exceptions below

** ADT of 12,000 per 1990 count conducted and provided by Burlington County Engineers Office.

SALEM ROAD - SECTION IV
Willingboro Township
LAWB File No. 2002-39-34

6/10/2002

(Beverly-Rancocas Rd. to Pennypacker Drive)
TOTAL ESTIMATED COST OF IMPROVEMENT
LENGTH OF ROAD FOR SECTION IV = 1,050 FEET

A. Construction Cost

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Repair Manhole	2	UT	\$ 700.00	\$ 1,400.00
2	Concrete Curb	2,100	LF	\$ 22.00	\$ 46,200.00
3	6" Thick R.C. Handicap Ramp	25	SY	\$ 45.00	\$ 1,125.00
4	8" Thick R.C. Drive Apron	16	SY	\$ 65.00	\$ 1,040.00
5	Roadway Excavation, Unclassified	1,810	CY	\$ 18.00	\$ 32,580.00
6	Dense Graded Aggregate, 6" Thick	835	CY	\$ 21.00	\$ 17,535.00
7	Bituminous Stabilized Base Course, Mix I-2	1,410	TN	\$ 55.00	\$ 77,550.00
8	Bituminous Concrete Surface Course, Mix I-5	570	TN	\$ 58.00	\$ 33,060.00
9	4" Wide Traffic Stripes	2,100	LF	\$ 1.00	\$ 2,100.00
10	Painted Crosswalks	95	LF	\$ 10.00	\$ 950.00
11	Handicap Space Symbols	2	UT	\$ 100.00	\$ 200.00
12	12" White Stop Bar	1	UT	\$ 40.00	\$ 40.00

TOTAL: \$ 213,780.00

B. Design Engineering

Department of Transportation Participation (%)

$$S = A + B[(C-D)/E] = 8 + (9-8)[500,000 - 213,780] / 299,999 = 8.95$$

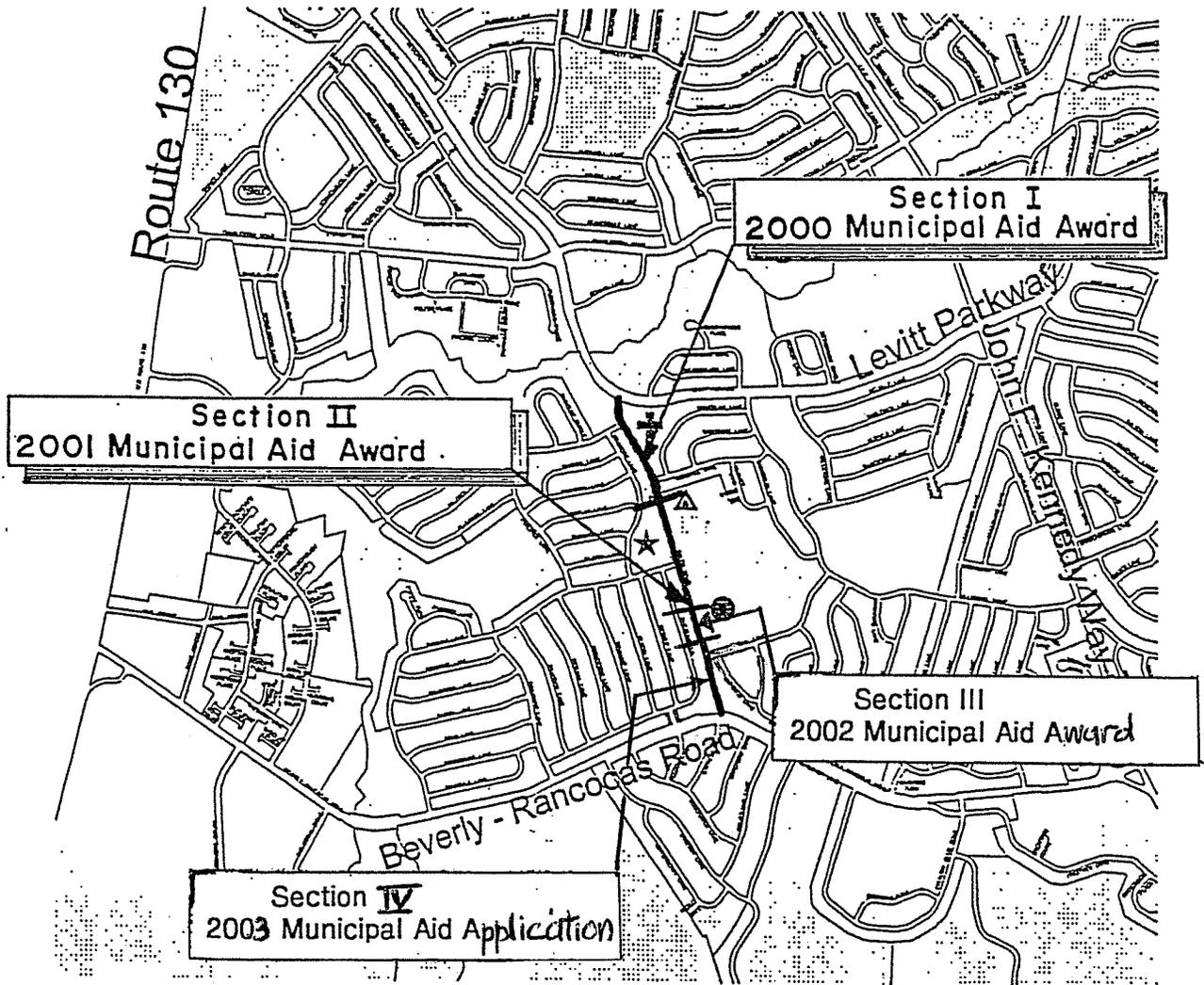
$$\text{DOT Participation in Design Engineering} = 213,780 \times 0.0895 = \$19,133$$

C. Construction Inspection

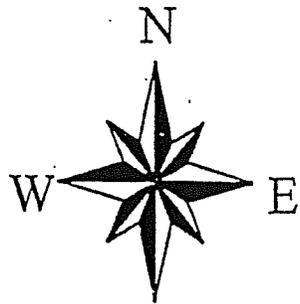
$$10\% \text{ of Construction Cost} = 10\% \text{ of } \$213,780 = \$21,378$$

$$\text{Total Estimated Cost (A+B+C)} = \$213,780.00 + \$19,133.00 + \$21,378 = \$254,291.00$$

2003 NJDOT Municipal Aid Application Salem Road Beverly Rancocas - Road to Levitt Parkway Willingboro Township



-  Salem Road, Year 2003 Municipal Aid Application
-  Levitt Building (B. O. E. Office)
-  Post Office
-  Church
-  Municipal Building



RESOLUTION NO. 2002 - 91

WHEREAS, the Foster Military Lodge Temple Association has applied for renewal of their Club License pursuant to R.S. 33:1-46.1; and

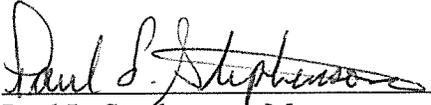
WHEREAS, it appears that the application and supporting documents are in proper order and ready for approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 25th day of June 2002, that the Township Council makes the following findings.

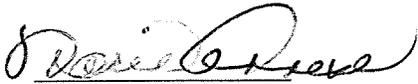
- a. The Township Council has reviewed the application and the supporting documents and finds that the submitted application is complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- b. The Officers and Directors of the applicant club are qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The club shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- d. No officer or member of the governing board of the applicant club has been convicted of a disqualifying offense pursuant to Title 33; and
- e. It is appropriate and in the public interest to approve the renewal of a club license for the Foster Military Lodge Temple Association, #0338-31-004-001, for the period July 1, 2002 through June 30, 2003; and

BE IT FURTHER RESOLVED, that the Foster Military Lodge Temple Association has complied with all applicable provisions of Title 33, Rules and Regulations of the New Jersey Division of Alcoholic Beverage Control and Ordinance No. 12, 1983, as well as all applicable ordinances of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Foster Military Lodge Temple Association and the Division of Alcoholic Beverage Control for their information and attention.


Paul L. Stephenson, Mayor

Attest:


Marie Annese, RMC
Township Clerk

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON _____



RESOLUTION NO. 2002 - 92

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Lawn, Landscaping and Light Hauling and Re-Roofing and Carpentry; and

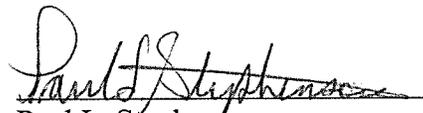
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Green Thumb as Primary Contractor and Calin Construction as Alternate Contractor (Lawn, Landscaping and Light Hauling) and the bid of N. J. Masonry & Roofing as Primary Contractor and Alper Enterprise, Inc. as Alternate Contractor (Re-Roofing & Carpentry); and

WHEREAS, the bids of the above have been found to be correct and satisfactory, both in form and in content; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of June, 2002, that the bids be accepted.

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RCM
Township Clerk

OKM ✓

WILLINGBORO TOWNSHIP

INSPECTIONS INTER-OFFICE MEMO

TO: DENISE M. ROSE
TOWNSHIP MANAGER

FROM: LEONARD MASON
DIRECTOR OF INSPECTIONS

DATE: JUNE 19, 2002

SUBJECT: **BID AWARD**

I have reviewed the bids for Lawn & Landscaping, Re-Roofing and Carpentry. I would like to recommend the bids be awarded as follows:

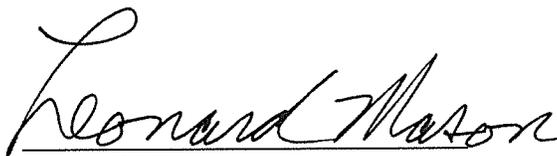
Lawn & Landscaping & Light Hauling

Primary Contractor: Green Thumb Lawn & Landscaping
Alternate Contractor: Calin Construction

Re-Roofing & Carpentry

Primary Contractor: N.J. Masonary & Roofing
Alternate Contractor: Alper Enterprise, Inc.

If you need any additional information, I am available to discuss this matter with you.
Thank you.



Leonard Mason
Director of Inspections

RESOLUTION NO. 2002- 93

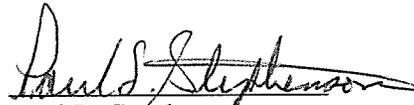
A RESOLUTION AWARDING A PROFESSIONAL
SERVICES AGREEMENT BETWEEN WILLINGBORO
TOWNSHIP AND EVANS AND EVANS, INC.

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 25th day of June, 2002, will enter into the attached agreement with EVANS AND EVANS, INC. according to the terms and scope outlined in the attached agreement; and

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

This agreement is made the 1st day of July, 2002 to be effective for the term January 1, 2002 through December 31, 2002 and retroactive to January 1st, 2002 by and between the **Township of Willingboro**, hereinafter referred to as the "Township", and **Evans and Evans Inc.**, licensed Clinical Social Workers and certified psychotherapists authorized to provide within the State of New Jersey, professional counseling services and departmental staff development and training services to the employees of the Township.

I. SCOPE OF SERVICES

During the terms of this agreement, Evans and Evans Inc. will provide:

1. Evans and Evans Inc., specifically Theodore E. Evans, President will provide self-referred and Township-referred counseling and departmental staff development and training services for Township employees.
2. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township manager.
3. The specified hours of the availability of the employee for counseling may be adjusted, with the approval of the Township manager, to accommodate reasonable personal absences. A total of five (5) hours of personal leave shall be allowed for counseling without charge to the employee's time.
4. Nothing in this agreement shall bar Evans and Evans Inc. from providing additional employee and/or departmental services on a private fee-paid basis, provided that those services extend beyond five (5) hours.
5. Confidential records shall be maintained on those employees involved in individual counseling. General information about departments can be shared by Evans and Evans Inc. with the Township Manager.

6. Issues presented by employees in the counseling sessions shall be job-related.
7. When appropriate, Evans and Evans Inc. will refer to other agencies, therapists or organizations.

II. TERMS OF AGREEMENT

This agreement shall be for one (1) year commencing July 1, 2002, retroactive to January 1, 2002 and terminating on December 31, 2002. This agreement may be renewed upon mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

III. COMPENSATION

During the term of this agreement, the Township shall appropriate an increase from the sum of six thousand dollars (\$6,000) to eight thousand, five hundred dollars (\$8,500.) to cover the cost of Evans and Evans, Inc. services to Township Departments and employees. This is a request of an increase of two thousand, five hundred dollars (\$2,500.) for the fiscal year commencing January 1, 2002 and ending December 31, 2002.

Compensation to Evans and Evans Inc. shall be paid once a month in the sum of seven hundred and thirty three dollars (\$708.33) to cover a period of twelve (12) months and totaling eight thousand, five hundred dollars (\$8,500.) for the year 2002.

IV. SPECIAL PROVISIONS (NOT COVERED)

- A. The township will not pay for the following: 1. office space
2. telephone services 3. electricity and any other services generally used to maintain an office.
- B. No additional costs to the Township shall be incurred which will result in the ~~exceeding the eight thousand, five hundred dollars (\$8,500.)~~ exceeding the eight thousand, five hundred dollars (\$8,500.) appropriated.

V. OWNERSHIP OF RECORDS

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

VI. INSURANCE

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

- A. **Workers Compensation**
No employee(s) of Evans and Evans Inc. shall be considered employees of the Township for this agreement.
- B. **Errors and Omissions**
Evans and Evans Inc. liability insurance will remain active with a limit of \$1,000,000 to \$3,000,000.

VII. INDEMNIFICATION AND HOLD HARMLESS

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

VIII. ENTIRE AGREEMENT

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

IX. NOTICES

Notices of this agreement shall be sent to:

Evans and Evans Inc.

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

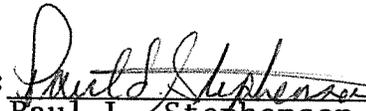
Township of Willingboro

Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, N.J. 08046

X. SIGNATURES

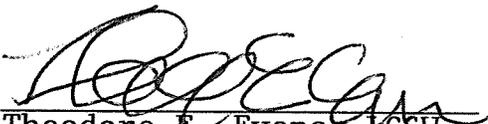
By these signatures, the parties agree to all the terms, conditions and provisions of this agreement.

Township of Willingboro

BY: 
Paul L. Stephenson, Mayor


Denise Rose, Twp. Manager

BY: 
Marie Annese, RMC
Twp. Clerk


Theodore E. Evans, LCSW
President, Evans & Evans Inc.

RESOLUTION NO. 2002 - 94

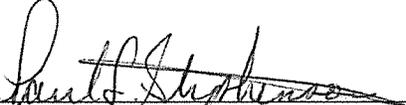
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THEODORE & JUDITH EVANS FOR CLINICAL COUNSELING SERVICES.

WHEREAS, the need exists for Clinical Counseling Services for juveniles; and

WHEREAS, the Local Public Contracts Law (N.J.S.A.40A:11-1 et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of June, 2002, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Theordore E. Evans and Judith Evans, in an amount not to exceed \$75,000; and
2. This contract is awarded without competitive bidding as professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.


Paul L. Stephenson, Mayor

Attest:


Marie Annese, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

between the

TOWNSHIP OF WILLINGBORO

and

THEODORE E. EVANS and JUDITH EVANS

THIS AGREEMENT is made this 25th day of June 2002, to be effective for the term July 1, 2002 through June 30, 2003, by and between the Township of Willingboro, hereinafter referred to as the "Township", and Theodore E. Evans and Judith Evans, licensed Social Workers, authorized to provide professional services within the State of New Jersey, hereinafter referred to as "Consultant".

I. SCOPE OF SERVICES

During the term of this Agreement, the Consultant will provide

1. Theodore E. Evans will provide full time clinical counseling services for juveniles on the basis thirty-five [35] hours per week.
2. Judith Evans will provide part time clinical counseling services for juveniles on the basis of seven [7] hours per week.
3. All services shall be provided in accordance with a specific and regular schedule of hours of availability as approved by the Township Manager.
4. The specified hours per week may be adjusted, with the approval of the Township Manager, to accommodate reasonable personal absences. Seventy [70] hours shall be allowed for personal leave.
5. The focus of the counseling and therapy services should be the juveniles who reside within the Township of Willingboro and who have become involved with the Police Department and who have been or are at risk of being charged with violations which would bring them before the Family Court. Counseling services and therapy shall be provided on a priority basis to individuals who reside within the Township of Willingboro and who are referred by the Willingboro Police Department or by the Willingboro Municipal Court. To the extent that working with the juvenile calls for involvement with the family, that additional interaction may be part of the program. It is not, however, the function of this program to provide a full range of family counseling programs. Individuals and families who need services beyond the scope of the program provided by the Township shall be referred to other sources for those services. Referrals shall not be to a specific individual or agency, but the client shall be provided with information on not less than two sources for those additional services.

6. Nothing in this Agreement shall bar the Consultant from providing additional client services on a private fee-paid basis, provided that those services are on the personal time of the Consultant and are not provided within Township facilities, and further provided that the client is advised, in writing, that those additional services are optional and that they are not part of the program conducted by the Township of Willingboro. A copy of the written notice, signed by the client, shall be maintained on file with the Township, in accordance with procedures established by the Township Manager.
7. The Consultant shall submit quarterly, semi-annual and annual statistical reports to the Township Manager with information on services provided and such other data as may be requested by the Township Manager.

II. TERM OF AGREEMENT

This Agreement shall be for one (1) year commencing July 1, 2002, and ending on June 30, 2003. The Agreement may be renewed upon the mutual agreement of the parties and subject to appropriations included in the annual budget of the Township of Willingboro as adopted by the Township Council.

III. COMPENSATION

During the term of this Agreement, the Township shall appropriate the sum of Seventy-five Thousand dollars [\$75,000.00] to cover the cost of providing the services to be supplied by the Consultant.

Of that sum, the Township shall pay a salary to the individuals designated by the Consultant, as follows:

Theodore E. Evans	\$ 52,500 per annum
Judith Evans	\$ 7,500.00 per annum

Compensation for the those designated by the Consultant to be carried on the Township payroll shall be paid weekly or bi-weekly, at the option of the Township.

Further deductions from the specified allocation shall be made to cover the actual cost of all salary related benefits, including, but not limited to, pension contributions, social security contributions, unemployment contributions, and costs of worker's compensation coverage.

IV. SPECIAL PROVISIONS

- A. The Township will pay, out of the specified appropriation, other expenses as requested by the Consultant and approved by the Township Manager.
- B. The Township will provide the Consultant with office space in the Municipal Complex as designated by the Township Manager. The value of that space shall not be charged against the allocation for the program.
- C. The Township will provide telephone service to the office space used by the consultant for the use of the consultant in conjunction with the program.
- D. The program shall be subject to annual review by the Township Council to determine whether it should be continued. That review shall take place during the annual budget review by the Township Council.

- E. No additional costs to the Township shall be incurred which shall result in the costs exceeding the \$75,000.00 appropriation:

V. CONSIDERATION

The promises made and the obligations assumed by the Township are made and assumed in consideration of the promises made and the obligations assumed by the Consultant.

The promises made and the obligations assumed by the Consultant are made and assumed in consideration of the promises made and the obligations assumed by the Township.

VI. NEW JERSEY LAW

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

VII. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time, or to any extent, be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law provided, however, that no such invalidity shall in any way reduce services to be performed by the Consultant for the Township.

VIII. NO WAIVER

No inadvertent or incidental waiver of any term, provision, or condition contained in this Agreement, or any breach of any such term, provision, or condition shall constitute a waiver thereof by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition hereof by either party.

IX. CAPTIONS

The captions of the paragraphs of this instrument are solely for convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

X. NO ASSIGNMENT

This Agreement shall not be assigned by the Consultant.

XI. OWNERSHIP OF RECORDS

All records and data of any kind relating to the Township shall belong to the Township and be surrendered to the Township upon expiration or termination of this Agreement, and/or upon reasonable request made by the Township. All counseling records relating to individuals receiving services from the Consultant shall be treated as Confidential and access to those records shall be limited to the Consultant and to any person or agency employed or retained by the Township to review, monitor, supervise or provide services substantially similar to the services provided by the Consultants.

XII. INSURANCE

The Consultant shall provide at his/her own cost and expense proof of the following insurance to the Township:

A. Workers Compensation

Statutory - in compliance with the Worker's Compensation Law of the State of New Jersey and to cover any employees of the consultant. No employees of the consultant shall be considered to be in any way employees of the Township.

B. Errors and Omissions

A minimum single limit of liability of \$1,000,000.00.

Failure by the Consultant to supply written evidence of required insurance shall result in default.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Township. The Consultant shall take no action to cancel or materially change any of the insurance required under this Agreement without the Township's prior approval.

XIII. TERMINATION

This Agreement is for a term of one year, [July 1, 2000 to June 30, 2001]. Both parties retain their right to cancel this Agreement at any time providing they give forty-five (45) days written notice of their intention to do so. In the event that either party decides not to renew this Agreement, that party shall give forty-five (45) days written notice to the other party of the intention not to renew.

XIV. EQUAL OPPORTUNITY CLAUSE

In consideration of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment for reasons of race, age, sex, religion, color, ancestry, marital status, handicap or national origin. Actions contemplated within this paragraph include employment, promotion, demotion, transfer, recruitment, discipline, lay-off, rates of pay or other forms of compensation and selection for training including apprenticeship. Additionally, the Consultant agrees to comply with N.J.S.A. 10:5-1 (Law Against Discrimination), complete the Contractor Certification of Compliance, P.L. 1975, C.127 (N.J.A.C. 17:27) attached hereto as Exhibit "A" and incorporated herein by reference, to provide a current New Jersey Certificate of Compliance with such statute or a copy of State Form AA302 pending receipt of such certificate and to execute such additional documents as may be required of a corporation doing business in the public sector within the State of New Jersey and to comply with the rules and regulations relating thereto.

XV. INDEMNIFICATION AND HOLD HARMLESS

The Consultant shall indemnify and hold harmless the Township and its officers and employees from any and all claims or liability arising out of the professional activities of the Consultant, their employees and agents in connection with all activities undertaken by the Consultant pursuant to this Agreement. It is the intention of the parties that in the event of any claim for relief of any type being asserted against the Township, its officers and employees, based upon any act or omission of the Consultant, that the Township, its officers and employees shall be held harmless from any and all costs, costs of defense and damages, and the same shall be the responsibility of the Consultant and/or its parent or

Successor companies.

XVI INDEPENDENT CONTRACTOR STATUS

The Consultant shall at all times be deemed an independent contractor except As to the two individuals designated by the Consultant to be carried on the Township payroll for salary and pension purposes. All employees of the Consultant shall be exclusively employees of the Consultant shall not be Employees of the Township. No agency relationship between the parties, Except as expressly provided for herein, shall exist as a result of the execution Of this Agreement or performance thereunder.

XVII ENTIRE AGREEMENT

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

XVIII NOTICES

Notices under this Agreement shall be sent to:

Consultant:

Theodore E. Evans
Judith Evans
68 East River Drive
Willingboro, New Jersey 08046

Township of Willingboro:

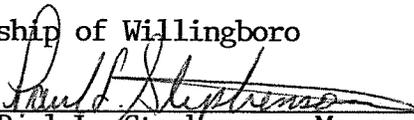
Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ. 08046

XIX SIGNATURES

By these signatures, the parties agree to all the terms, conditions and provisions of This Agreement.

Township of Willingboro

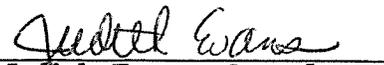
By:


Paul L. Stephenson, Mayor


Theodore E. Evans, Consultant

By:


Marie Annese, RMC
Township Clerk


Judith Evans, Consultant

RESOLUTION NO. 2002 - 95

**A RESOLUTION AWARDING A BID FOR AIR CONDITIONING AND
MECHANICAL MODIFICATIONS TO SENIOR CITIZENS AREA AT
KENNEDY CENTER**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Air Conditioning and Mechanical Modifications to Senior Citizens Area at the Kennedy Center; and

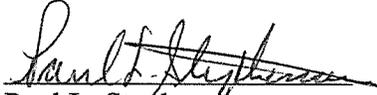
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Air Control Technology, 762 White Horse Pike, Atco, New Jersey in the amount of \$205,425.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of June, 2002, that the bid be accepted as per the attached bid return sheet and recommendation; and

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

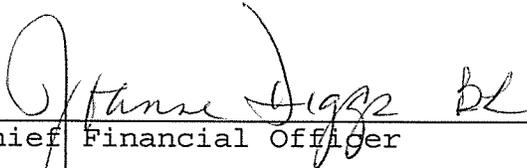
Resolution Date: 06/25/02
Resolution Number: 2002-95

Vendor: AIRCO050 AIR CONTROL TECHNOLOGY, INC.
762 WHITE HORSE PIKE
ATCO, NJ 080042162

Contract: 02-00020 AIR CONDITIONING & MECHANICAL
MODIFICATION TO SR CTR

Account Number	Amount	Department
C-04-55-900-002-918	205,425.00	2000 GENERAL CAPITAL
Total	205,425.00	

Only amounts for the 2002 Budget Year have been certified.
Amounts for future years are contingent upon sufficient funds
being appropriated.



Chief Financial Officer

RESOLUTION NO. 2002 - 96

**A RESOLUTION AWARDING A BID FOR RENOVATIONS TO THE
EMERGENCY MANAGEMENT OFFICE #2 AT KENNEDY CENTER**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Renovations to the Emergency Management Office #2 at the Kennedy Center; and

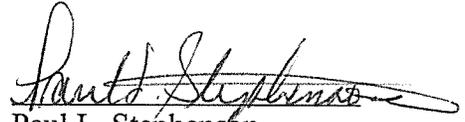
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Levy Construction Company, 134 Cuthbert Boulevard, Audubon, New Jersey in the amount of \$428,400.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of June, 2002, that the bid be accepted as per the attached bid return sheet and recommendation; and

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 06/25/02
Resolution Number: 2002-96

Vendor: LEVY LEVY CONSTRUCTION CO
134 CUTHBERT BLVD
AUDUBON, NJ

Contract: 02-00021 RENOVATIONS EMERG MGMT RM 2

Account Number	Amount	Department
C-04-55-900-002-918	428,400.00	2000 GENERAL CAPITAL
Total	428,400.00	

Only amounts for the 2002 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document A101 – PN 2001044

AGREEMENT

made as of the 28th day of June in the year of Two Thousand and Two.

BETWEEN the Owner: Willingboro Township
 One Salem Road
 Willingboro, New Jersey 08046

and the Contractor: Levy Construction Company
 134 Cuthbert Boulevard
 Audubon, New Jersey 08106-1066

The Project is: Kennedy Center
 Emergency Management Office #2
 429 John F. Kennedy Way
 Willingboro, New Jersey 08046

The Architect is: The Gibson Tarquini Group, PA
 1812 Federal Street
 Camden, New Jersey 08105

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, copyright 1987 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006-5292. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

AIA DOCUMENT A 101 - OWNER-CONTRACTOR AGREEMENT - TWELFTH EDITION. AIA - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced under license number 100964 and can be produced without violation until December 1999.

Electronic Document Service A101-1987 1

The Owner and Contractor agree as set forth below.

ARTICLE I
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall be substantially completed no later than six (6) months from the date of Notice to Proceed, based upon the Contractor receiving a Notice to Proceed on or before July 3, 2002, subject to adjustments of this Contract Time as provided in the Contract Documents.

If the Contractor fails to complete fully, entirely and in conformity with the provisions of this Contract, the Project and every part and appurtenance thereof within the time stated above, or within such provisions of this Contract, then the Contractor shall and hereby agrees to pay the Owner for each and every calendar day that he is in default on time to complete the work, the amount of Four Hundred Dollars (\$400.00) which said amount per day is agreed to by the parties hereto, to be liquidated damages, not a penalty.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Four Hundred Twenty-eight Thousand Four Hundred Dollars (\$428,400.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

NONE

4.3 Unit prices, if any, are as follows:

NONE

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment to the Contractor not later than the twenty-fifth day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of two percent (2%) of the amount due on each partial payment withheld. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of twenty-five percent (25%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Upon Substantial Completion of the work, the retainage will not be decreased.

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions

5.8 Reduction or limitation of retainage, if any, shall be as follows:

NONE

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Zero Percent

7.3 Other provisions:

ARTICLE 8
TERMINATION OR SUSPENSION

- 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.
- 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated May 14, 2002 and are as follows:

See Project Manual Index

- 9.1.4 The Specifications are those contained in the Project Manual dated May 14, 2002 as in Subparagraph 9.1.3, and are as follows:

See Project Manual Index

- 9.1.5 The Drawings are as follows, and are dated May 14, 2002 unless a different date is shown below:

See Project Manual Section 00600, Schedule of Drawings

- 9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
1	6/10/02	2, Plus Attachments
2	6/11/02	2, Plus Attachments

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

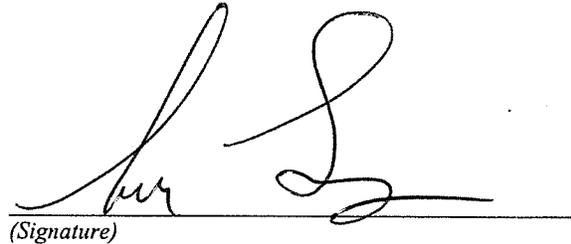
OWNER:

Willingboro Township
One Salem Road
Willingboro, New Jersey 08046

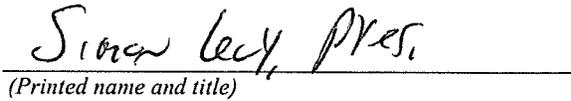
CONTRACTOR:

Levy Construction Company
134 Cuthbert Boulevard
Audubon, New Jersey 08106-1066


(Signature)


(Signature)


(Printed name and title)


(Printed name and title)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/01/2002

PRODUCER (856)546-7300 FAX (856)546-3157
Joseph H. McGlone, Inc.
208 White Horse Pike Ste #15
PO Box 220
Barrington, NJ 08007

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Levy Construction Co Inc

134 Cuthbert Blvd
Audubon, NJ 08106

INSURER A: PA National Mut Cas Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CL90066686*	06/17/2002	06/17/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> INSURED CONTRACTS				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	AU90066686	06/17/2002	06/17/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	UL90066686	06/17/2002	06/17/2003	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC90066686	06/17/2002	06/17/2003	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
*Willingboro Township(Owner) and The Gibson Tarquini Group(Architect) are named as additional insured with respects to the General Liability Policy Only, only as their interest may appear and only with respects to work performed by the insured.
CONTRACT: Emergency Management Office #2 at the Kennedy Center PN2001044
30 Days Notice of Cancellation Applies Except 10 Days for Non-Payment of Premium.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
Willingboro Township One Salem Road Willingboro, NJ 08046		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Joseph M McGlone</i>

ACORD™ INSURANCE BINDER

DATE
07/01/2002

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

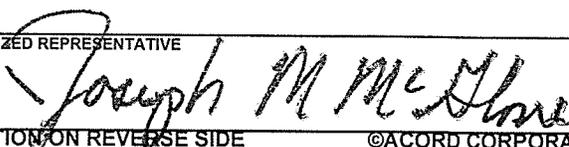
PRODUCER Joseph H. McGlone, Inc. 208 White Horse Pike Ste #15 PO Box 220 Barrington, NJ 08007		PHONE (A/C, No, Ext): (856) 546-7300 FAX (856) 546-3157	COMPANY Penn National Ins Co	BINDER # B02070100472
DATE	EFFECTIVE	TIME	DATE	EXPIRATION
06/28/2002	12:01	X AM PM	06/28/2003	X 12:01 AM NOON
THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:				
CODE: 15-8802	SUB CODE:			
AGENCY CUSTOMER ID 00001993		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)		
INSURED Willingboro Township(Owner) The Gibson Tarquini Group(Architect) One Salem Road Willingboro, NJ 08046				

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP LIABILITY	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$ 1,000,000
		FIRE DAMAGE (Any one fire)		\$ N/A
		MED EXP (Any one person)		\$ N/A
		PERSONAL & ADV INJURY		\$ N/A
		GENERAL AGGREGATE		\$ 2,000,000
		PRODUCTS - COMP/OP AGG		\$ N/A
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

Levy Construction Company Inc 134 Cuthbert Blvd Audubon, NJ 08106-1066	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	X CONTRACTOR
LOAN #		
AUTHORIZED REPRESENTATIVE 		

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
PN 2001044

00300-10
REQUIRED FORMS

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND (Pursuant to N.J.S 2A:44-147) BOND NO. 103605817

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned LEVY CONSTRUCTION COMPANY, INC. as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, are hereby held and firmly bound unto WILLINGBORO TOWNSHIP in the penal sum of FOUR HUNDRED TWENTY EIGHT THOUSAND, (\$428,400.00) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 1ST day of JULY, 2002.

The condition of the above obligation is such that whereas, the above named Principal did on the 28TH day of JUNE, 2002, enter into a Contract with WILLINGBORO TOWNSHIP, which said Contract is made a part of this the bond the same as though set forth herein; EMERGENCY MANAGEMENT OFFICE #2 AT THE KENNEDY CENTER

NOW, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing, or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having adjust claim, as well as for the Obligee herein; then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the Drawings and Project Manual therefore shall in any way affect the obligation of said Surety on its bond.

By: [Signature]
SIMON J. LEVY, PRESIDENT

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: [Signature]
KAREN COSTELLO, ATTORNEY-IN-FACT

[Signature]
Witness as to Surety

Countersigned at 134 Cuthbert Blvd Audubon NJ
By: [Signature] This 3 day of July 2002

Contractor's Name: LEVY CONSTRUCTION COMPANY, INC.

Contractor's Address: 134 CUTHBERT BLVD., AUDUBON, NJ 08106

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
PN 2001044

00300-11
REQUIRED FORMS

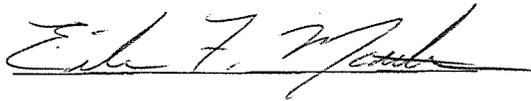
ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW JERSEY)
) SS
County of CAMDEN)

On this 1ST day of JULY, 2002, before me personally came and appeared SIMON J. LEVY to me known, who, being by me duly sworn, did depose and say that he resides at HADDONFIELD, NEW JERSEY; that he is the PRESIDENT of LEVY CONSTRUCTION COMPANY, INC. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the Directors of said corporation, and that he signed his name thereto by like order.

GILEEN F. MATTHEWS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/27/2004

(SEAL)



ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____)
) SS
County of _____)

On this _____ day of _____, 200____, before me personally came and appeared _____ to be known to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)

Contractor's Name LEVY CONSTRUCTION COMPANY, INC.

Contractor's Address 134 CUTHBERT BLVD., AUDUBON, NJ 08106

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Joseph M. McGlone, Marianne McGlone, Karen Costello, of Barrington, New Jersey**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

Travelers Casualty and Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company, Travelers Casualty and Surety Company of Illinois, Travelers Casualty and Surety Company of America, Farmington Casualty Company, surety(ies) on the attached bond, hereby certifies(y) the following:

- 1) The surety(ies) meets (meet) the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2000 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified on a Consolidated Certification by *KPMG Peat Marwick LLP, Hartford, Connecticut* and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
Travelers Indemnity Company	\$10,000,000	\$3,204,376,949
Travelers Casualty and Surety Company	\$25,000,000	\$2,840,895,704
Standard Fire Insurance Company	\$5,000,000	\$847,469,521
Travelers Casualty and Surety Company of America	\$6,000,000	\$585,678,851
Travelers Casualty and Surety Company of Illinois	\$6,000,000	\$364,361,736
Farmington Casualty Company	\$6,000,000	\$192,495,558

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2001 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
Travelers Indemnity Company	\$116,607,000
Travelers Casualty and Surety Company	\$175,366,000
Standard Fire Insurance Company	\$67,909,000
Travelers Casualty and Surety Company of America	\$58,568,000
Travelers Casualty and Surety Company of Illinois	\$36,436,000
Farmington Casualty Company	\$15,694,000

- 4) The amount of the bond to which the statement and certification is attached is \$ 428,400.00
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above, then for each such contract of reinsurance:
 - a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contact is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

and;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under Item 5(a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

COMPANY OF AMERICA

I, KAREN COSTELLO, as Attorney-in-Fact for TRAVELERS CASUALTY AND SURETY, a corporation/~~XXXXXXXXXXXX~~
~~XXXXXXXXXX~~/_____ (indicate which or fill in other type of business organization) domiciled in Connecticut,
 DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE
 that, if any of those statements made by me are false, this bond is VOIDABLE.

Karen Costello
 (Signature of certifying agent/officer)

KAREN COSTELLO
 (Print name of certifying agent/officer)

ATTORNEY-IN-FACT
 (Title of certifying agent/officer)

Date: 7/1/02

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

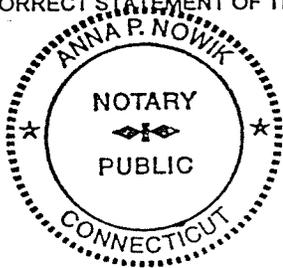
FINANCIAL STATEMENT AS OF DECEMBER 31, 2001

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES	
CASH & INVESTED CASH	\$ 269,672,132	UNEARNED PREMIUMS	\$ 360,375,691
BONDS	1,430,940,059	LOSSES	349,464,403
STOCK	24,341,582	LOSS ADJUSTMENT EXPENSES	78,528,749
OTHER INVESTED ASSETS	15,301,281	ACCRUED EXPENSES AND OTHER LIABILITIES	416,429,615
INVESTMENT INCOME DUE AND ACCRUED	18,456,823	PROVISION FOR REINSURANCE	25,036,551
PREMIUM BALANCES	88,755,113		
REINSURANCE RECOVERABLE	9,922,230	TOTAL LIABILITIES	1,229,835,009
FEDERAL INC. TAX RECOVERABLE	-		
RECEIVABLE FOR SECURITIES	821,734	CAPITAL STOCK	\$ 6,000,000
OTHER ASSETS	12,822,778	PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	331,901,321
		SURPLUS TO POLICYHOLDERS	641,198,723
TOTAL	\$ 1,871,033,732	TOTAL	\$ 1,871,033,732

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD)SS.
 CITY OF HARTFORD)

CRAIG MENSE, BEING DULY SWORN, SAYS THAT HE IS A SENIOR VICE PRESIDENT, BOND, OF THE TRAVELERS INDEMNITY COMPANY, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2001.



D. Q. Mense
 SENIOR VICE PRESIDENT, BOND

Anna P. Nowik
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29TH DAY OF MARCH, 2002

MY COMMISSION EXPIRES JUNE 30, 2006

RESOLUTION NO. 2002 - 97

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

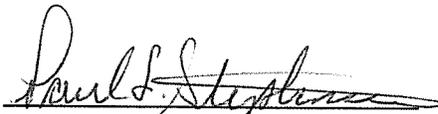
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

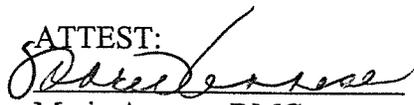
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- ✓ (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 June 25 2002, that an Executive Session closed to the public shall be held on June 25, 2002, at 7:20p.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 NO. 2002- 98
ADOPTION OF THE CONSTRUCTION CODE OFFICIAL DETERMINATION AS TO
THE QUALIFICATION OF CODE INSPECTIONS, INC.

WHEREAS, the Township of Willingboro issued a request for bid proposals in or about December 1996 for a contract to provide on-site inspection services for Code Enforcement Building Sub-Code to Willingboro for a period not to exceed one year.

WHEREAS, on December 11, 1996, Code Inspections, Inc., submitted a qualification statement and bid in response to the bid specifications.

WHEREAS, on February 27, 1997, the Township Construction Official reviewed the qualification statement submitted by Code Inspections, Inc. and determined that Code Inspections, Inc. was not qualified.

WHEREAS, on March 18, 1997, an appeal was filed by Code Inspections, Inc. with the Department of Community Affairs and ultimately appealed to and reviewed by the New Jersey Superior Court, Appellate Division.

WHEREAS, on July 7, 2000, the Appellate Division issued a written opinion directing the Township Construction Code Official to reevaluate Code Inspections, Inc. in accordance with the six criteria promulgated in N.J.A.C. 5:23-4.5A; and

WHEREAS, on June 6, 2002, the Code Inspections, Inc. qualifications were reevaluated by the Township Construction Code Official in accordance with N.J.A.C. 5:23-4.5A by written opinion attached herewith by reference.

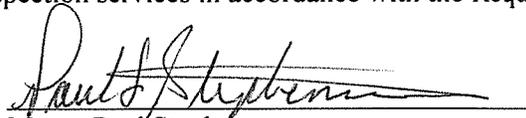
WHEREAS, the Township Construction Official is recommending that Code Inspections, Inc. be disqualified pursuant to N.J.A.C. 5:23-4.5A; and

WHEREAS, the Township Council of Willingboro has engaged in a careful analysis of the report prepared by the Construction Code Official; and

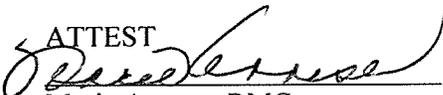
WHEREAS, on June 25, 2002, the Township Council of Willingboro has heard testimony from both the Township Construction Code Official and Code Inspections, Inc., regarding the recommendation of the Construction Code Official; and

WHEREAS, the Township Council of Willingboro has given full consideration to all the issues and testimony presented before it in this matter; and

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on this 25th day of June 2002, that the Township Council of Willingboro hereby adopts the findings of Leonard Mason, Construction Code Official, and hereby deems Code Inspections, Inc. disqualified to provide on-site inspection services in accordance with the Request for Proposals submitted in December of 1996.



Mayor Paul Stephenson

ATTEST


Marie Anese, RMC
Township Clerk

WILLINGBORO TOWNSHIP

INSPECTIONS INTER-OFFICE MEMO

TO: MICHAEL ARMSTRONG
TOWNSHIP SOLICITOR

FROM: LEONARD MASON
DIRECTOR OF INSPECTIONS

DATE: JUNE 6, 2002

SUBJECT: EVALUATION OF CODE INSPECTION, INC.

I have re-evaluated the proposal documents as requested by the Superior Court. I have the following determination based on N.J.A.C. 5:23-4.5A.

- Item I** The speed which the agency can respond to request for Inspection
- (a) 24 hours – Meets requirements of regulation
- Item II** The speed the agency can perform plan review
- (a) 24 hours of notification – Meets local enforcement agency and requirements of regulation.
- Item III** Technical qualification of agency
- (a) Staffing listing and licensing meets requirement of regulation
- Item IV** The thoroughness with which the agency can carry out inspections and enforcement.
- (a) Response is not specific – code fails to provide specific information on how it would carry out enforcement work within the local enforcing agency.

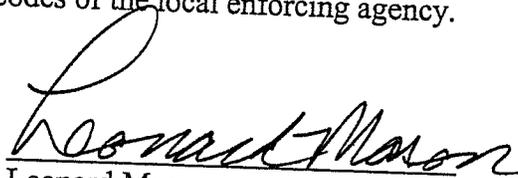
Item V The adequacy of the arrangement to provide emergency inspections

- (a) Code Inspections, Inc. provides a general statement of response to emergency inspection services. However, they fail to provide a specific response time for an emergency.

Item VI The ability of the agency to ensure control and direction of its staff

- (a) Code will maintain adequate staffing

Although the agency has submitted a proposal with questionable omissions, and general statements which are not specific requested information. In my judgment, they do not meet the requirements to effectively enforce the sub codes of the local enforcing agency.



Leonard Mason
Construction Official

RESOLUTION NO. 2002 - 99

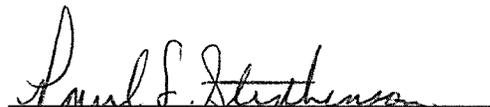
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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 July, 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

STEVEN MERKSAMER 4222 ROUTE 130 & PINE ST. BLOCK 11.01 LOT 1 4222 RT. 130 OVERPAYMENT TAXES	\$14.91
NELINSON, DAVID & DENISE 48 STONEHAVEN LANE BLOCK 122 LOT 10 48 STONEHAVEN LANE OVERPAYMENT TAXES	39.38
MCELVARR, EDWARD J. 9 SUDBERRY LANE BLOCK 102 LOT 12 9 SUDBERRY LANE OVERPAYMENT TAXES	20.00
DRISCOLL, ROBERT & MADELINE 29 BIRCHWOOD LANE BLOCK 227 LOT 21 29 BIRCHWOOD LANE OVERPAYMENT TAXES	224.99
SMITH, BERNARD & PAGE 41 BUTTERCUP LANE BLOCK 208 LOT 29 41 BUTTERCUP LANE OVERPAYMENT TAXES	75.81
JOHNSON, OTIS & LUCILLE 11 BUCKEYE LANE BLOCK 244 LOT 32 11 BUCKEYE LANE OVERPAYMENT TAXES	22.60
BACON, ODELL 126 SOMERSET DRIVE BLOCK 125 LOT 6 126 SOMERSET DRIVE OVERPAYMENT TAXES	465.00

JUDITH JIMENEZ 12 BROOKLAWN DRIVE BLOCK 223 LOT 20 12 BROOKLAWN DRIVE OVERPAYMENT TAXES	19.48
JARON, WILLIAM & DALE PO BOX 2185 BLOCK 5.01 LOT 2 4226 ROUTE 130 OVERPAYMENT TAXES	18.31
TUNSTALL, ANNE 45 SPINDLETOP LANE BLOCK 124 LOT 4 45 SPINDLETOP LANE OVERPAYMENT TAXES	67.26
OKANTA, MARGARET 19 BUTTERCUP LANE BLOCK 208 LOT 36 19 BUTTERCUP LANE OVERPAYMENT TAXES	766.50
QUALITY TITLE & ABSTRACT 2 INDUSTRIAL WAY WEST MERIDIAN CENTER EATONTOWN, NJ 07724 BLOCK 303 LOT 12 42 POND LANE OVERPAYMENT TAXES	689.06
CARPENTER, MARVIN 5 PEPPERMINT LANE BLOCK 303 LOT 38 5 PEPPERMINT LANE OVERPAYMENT TAXES	32.88
FIDELITY NATIONAL TAX SERVICE 222 EAST HUNTINGTON DRIVE #20 ATTN: ERIKA GONZALEZ MONROVIA, CA 91016 BLOCK 243 LOT 34 29 BELMONT LANE OVERPAYMENT TAXES	17.83

DELAWARE VALLEY ABSTRACT CORP. 110 MARTER AVE. SUITE 211 MOORESTOWN, N.J. 08057 BLOCK 703 LOT 45 44 GAINSCOTT LANE OVERPAYMENT TAXES	874.29
VIOLA SCOTT 14 BARRINGTON LANE WILLINGBORO, NJ 08046 BLOCK 242 LOT 4 14 BARRINGTON LANE OVERPAYMENT TAXES	13.07
FREEMAN, HENRY & TAYLOR, MARIANA 6 PEARTREE LANE WILLINGBORO, NJ 08046 BLOCK 307 LOT 2 6 PEARTREE LANE OVERPAYMENT TAXES	350.00
SURETY TITLE CORP. 3 GREENTREE CENTRE MARLTON, N.J. 08053 BLOCK 130 LOT 10 218 SOMERSET DRIVE OVERPAYMENT TAXES	25.57
WASHINGTON MUTUAL ATTN: KRISTA KRONER 11200 W. PARKLAND AVE. MILWAUKEE, WI 53224 BLOCK 806 LOT 25 57 EASTBROOK LANE OVERPAYMENT TAXES	869.78
FARMERS' & MECHANICS PO BOX 1678 BURLINGTON, N.J. 08016 BLOCK 410 LOT 13 99 COUNTRY CLUB ROAD OVERPAYMENT TAXES	96.45

FIRST AMERICAN REAL ESTATE TAX SERVICE 3445 WINTON PLACE SUITE 219 ATTN: ZACH ROCHESTER, NY 14692 BLOCK 409 LOT 82 242 CLUB HOUSE DRIVE OVERPAYMENT TAXES	28.02
BERGER, WILLIAM & SUSAN 195 CLUB HOUSE DRIVE WILLINGBORO, NJ 08046 BLOCK 311 LOT 27 51 PEACOCK LANE OVERPAYMENT TAXES	41.76
MERREN, RICHARD & CORAZON 17 PARSON LANE WILLINGBORO, N.J. 08046 BLOCK 325 LOT 26 17 PARSON LANE OVERPAYMENT TAXES	20.00
MTG. INFORMATION SERVICE INC. 4877 GALAXY PKWY. SUITE I CLEVELAND, OH 44128 BLOCK 411 LOT 12 38 CLEARWATER DRIVE OVERPAYMENT TAXES	1054.94
TRANSAMERICA REAL ESTATE TAX SERVICE SUITE 210 58 SOUTH SERVICE ROAD MELVILLE, NEW YORK 11747 BLOCK 243 LOT 29 45 BELMONT LANE (132.63) BLOCK 239 LOT 19 60 BERKSHIRE LANE (72.94) OVERPAYMENT TAXES	205.57
ESTATE OF FREDERICK CURTIS LORI-GARBER-CURTIS-ADMIN. 2818 LINCOLN AVENUE CAMDEN, NJ 08105 BLOCK 311 LOT 37 15 PEACOCK LANE OVERPAYMENT TAXES	901.35

HAMM, GERALD & MARY 32.38
18 CRESCENT ROAD
WILLINGBORO, N.J. 08046
BLOCK 410
LOT 3
18 CRESCENT ROAD
OVERPAYMENT TAXES

EURAL, WILBERT & ELLA 32.26
123 CRESTVIEW DRIVE
WILLINGBORO, N.J. 08046
BLOCK 413
LOT 29
123 CRESTVIEW DRIVE
OVERPAYMENT TAXES

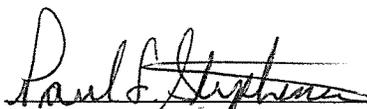
RESOLUTION NO. 2002 - 100

**A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTS
FOR THE COLLECTION OF SOLID WASTE FROM TWO
APARTMENT COMPLEXES IN WILLINGBORO TOWNSHIP**

WHEREAS, the Township Council of the Township of Willingboro finds it necessary to execute an Agreement for the collection of solid waste with the two apartment complexes in Willingboro (Mr. Fred Treiber, Circle Apartments and Willingboro Senior Urban Renewal Partners, L.P., Doreatha D. Campbell Senior Complex); and

WHEREAS, the purpose of the Agreements is to address the respective obligations of the municipality and the apartment owners arising from the provisions of P.L. 2000, c. 26; P.L. 2001, c. 25 and P.L. 2001, c. 96, which require that municipalities either undertake the collection of trash from apartment complexes on the same basis as those services are provided to other residential properties or begin reimbursement of the costs of collection to the apartment owners.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 2nd day of July, 2002, that the Mayor and Clerk are hereby authorized to execute and sign the Agreements with contract date being January 1, 2002 through December 31, 2002.


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

AGREEMENT

This Agreement is entered into on this *2nd* day of *July*, 2002, with an effective date of January 1, 2002, between the

Township of Willingboro, a municipal corporation of the State of New Jersey, with offices located at One Salem Road, Willingboro, New Jersey 08046 County of Burlington and State of New Jersey, hereafter the "municipality"

And

Mr. Fred Treiber, with principal offices located at 4230 Route 130, Willingboro, NJ 08046 hereafter the "apartment owner", of an apartment complex known as Circle Apartments, located at 4230 Route 130, Willingboro, NJ 08046 is as follows:

1. **Purpose:** It is the purpose of this Agreement to address the respective obligations of the municipality and the apartment owner arising from the provisions of P.L. 2000, c. 26; P.L. 2001, c. 25 and P.L. 2001, c. 96, which statutes were enacted subsequent to the litigation generally known as *WHS Realty Co. v. Town of Morristown*, 323 N.J. Super. 553 (App. Div.1999), certification denied 162 N.J. 489, and which requires that municipalities either undertake the collection of trash from apartment complexes on the same basis as those services are provided to other residential properties or begin reimbursement of the costs of collection to the apartment owners.

2. **Statutory Foundation:** As applicable to this Agreement, the statutes provide specifically that:

A municipal governing body that establishes a system for the collection or disposal of solid waste pursuant to subsection a. of this section, in its discretion, may limit service furnished by it to curbside collection along public streets or roads that have been dedicated to and accepted by the municipality. The municipal governing body may also refuse to enter upon private property to remove solid waste from dumpsters or other solid waste containers. The municipal governing body, in its sole discretion, may choose to reimburse those property owners who do not receive the municipal service, but such reimbursement shall not exceed the cost that would be incurred by the municipality in providing the collection or disposal service directly.

A municipal governing body that establishes a system for the collection of solid waste pursuant to subsection a. of this section may limit the municipal service furnished by it to specified operating hours in order to preserve the peace and quiet in neighborhoods during the hours when most residents are asleep.

3. **Responsibility of the Municipality:** The statutes provide that the responsibility of the municipality for either trash collection or reimbursement "to a multifamily dwelling shall commence for local budget year 2002 for municipalities operating on a calendar year basis and local budget year 2003 for municipalities operating on a State fiscal year basis, and reimbursement payments shall be phased in over a five-year period. .".

4. **Statutory Phase-in Period:** The five year phase in period is provided for by *N.J.S.A. 40:66-1.5*, and sets the reimbursement obligation as:

Pursuant to a reimbursement agreement entered into in lieu of providing curbside solid waste collection services, a municipality shall reimburse the landlord of a multifamily dwelling for a portion of the cost of providing services commencing in local budget year 2002 for municipalities operating on a calendar year basis, and in local budget year 2003, for municipalities operating on a State fiscal year basis, in the following manner:

- 2002... 20% of the total cost of services in 2002
- 2003... 40% of the total cost of services in 2003
- 2004... 60% of the total cost of services in 2004
- 2005... 80% of the total cost of services in 2005

5. **Reimbursement Amount:** The amount to be reimbursed to the apartment owner shall be used by the apartment owner to pay for the solid waste collection service that the municipality chooses not to provide. The reimbursement shall be limited to the appropriate percentage of the actual cost to the apartment owner of providing that service, but shall not be more than the amount that the municipality would have expended on the solid waste collection services if provided by the municipality directly to the apartment units owned by the apartment owner and calculated as if the dwelling units were located along public roads and streets and the collection service provided curbside.

6. **Percentage of Payment and Payment Procedure:** In order to comply with the requirement for the first budget year beginning after January 2, 2002, the municipality agrees to provide the apartment owner with a payment during calendar year 2002 which represents 20% of the apartment owners cost for trash collection and disposal less the adjustment for the additional services provided the apartment tenants above that of the township residential property owners. The payments shall be made on a semi-annual basis, by the municipality, which payments shall be made within 45 days after submission of the required voucher with the verified calculations of the amount due and copies of the trash bills for the prior quarter. Each payment shall be subject to audit to verify the cost incurred and shall be supported by proof that the apartment owner

has expended not less than the amount of the reimbursement for the sole and exclusive purpose of trash collection and disposal.

7. **Municipality to Obtain Bids for Future Services:** During calendar year 2002, the municipality, either individually or in cooperation with other municipalities, shall solicit bids for the collection and disposal of trash from apartment complexes, including the apartment units owned by apartment owner.

8. **Anticipation of Further Agreements:** It is anticipated that the apartment owner will be offered a new Agreement with the municipality under which the municipality will either (1) undertake to provide the trash collection and disposal service with the apartment owner to reimburse the municipality for the apartment owner's share of the five-year phased-in reimbursement program or (2) will provide reimbursement to the apartment owner based on the costs which would be incurred by the municipality in providing the trash collection and disposal or (3) some combination of payment and collection.

9. **Approval of Municipality Required for Any New or Extended Agreements for Trash Collection Services:** During the term of this Agreement, the apartment owner shall not enter into any new or extended agreement for the collection and disposal of trash without the written approval of the municipality.

10. **Compliance with Recycling Requirements:** As provided by law (*N.J.S.A.40:66-1.3*) in order to be eligible for solid waste collection services or reimbursement for those services the apartment owner and all tenants in the apartment unit shall be required to comply with all recycling requirements generally applicable to all other residential properties within the municipality. Failure to comply may, as provided by law, result in the termination of solid waste and recyclables collection services to the apartment complex, or the municipality may reduce its reimbursement payments by an amount equal to the landfill or disposal costs that would be saved if the recyclables were separated from the other solid waste.

11. **Applicability of New Jersey Law:** This Agreement shall be construed in accordance with the laws of the State of New Jersey. In the event that any litigation is initiated or pursued with respect to this Agreement or the obligations and responsibilities which form the subject matter of this Agreement, that litigation shall be specific and exclusively directed to the municipality which is a party to this Agreement and shall not be part of any litigation involving any other municipality, without the consent of the municipality which is a party to this Agreement. The exclusive jurisdiction for any such litigation shall be in the Superior Court of the State of New Jersey and shall be in the county where the municipality is located.

12. **Notices.** Any notices with respect to the subject matter of this Agreement shall be in writing and shall be directed as follows:

To the municipality

Ms. Rhoda Lichtenstadter, Township Clerk
And
Ms. Denise Rose, Township Manager
One Salem Road
Willingboro, New Jersey 08046

To the apartment owner

Mr. Fred Treiber
4230 Route 130
Willingboro, NJ 08046

13. **Modification:** This Agreement shall remain in full effect in accordance with the terms of the Agreement unless modified in a further written Agreement approved by the governing body of the Township of Willingboro and the Board of Directors of the Apartment Owner.

14. **Waiver:** No inadvertent or incidental waiver of any term, provision, or condition contained in this Agreement, or any breach of any such term, provision, or condition shall constitute a waiver thereof by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition hereof by either party.

15. **Term:** This Agreement is for a term of one year, commencing on January 1, 2002 and ending on December 31, 2002. The Agreement may be renewed upon the mutual agreement of the parties and is subject to appropriations included in the annual budget of the municipality. Any party wishing to propose an Agreement for any subsequent term shall provide the other party with a copy of the proposed Agreement on or before October 1, 2002.

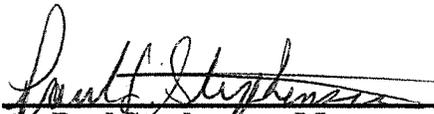
16. **Limited Liability:** The liability of the municipality under this agreement, whether to the apartment owner or to any other party, shall be limited to the reimbursement amounts as set forth herein. The municipality shall have no liability to any person or entity whatsoever beyond the specific terms of this Agreement and shall specifically have no obligation to any trash collector or hauler engaged by the apartment owner to provide services to the facilities owned or operated by the apartment owner. The apartment owner shall indemnify and hold harmless the municipality and its officers, agents and employees from any and all claims or liability arising out of the activities of the apartment owner, its employees and agents in connection with all activities undertaken by the apartment owner pursuant to this Agreement. It is the intention of the parties that in the event of any claim for relief of any type being asserted against the municipality, its officers and employees, based upon any act or omission of the apartment owner, that the municipality, its officers and employees shall be held harmless from any and all costs, costs of defense and damages, and the same shall be the responsibility of the apartment owner and/or its parent or successor companies.

17. **Binding on Successors and Assigns.** Except as otherwise provided in this Agreement, all agreements, terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

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

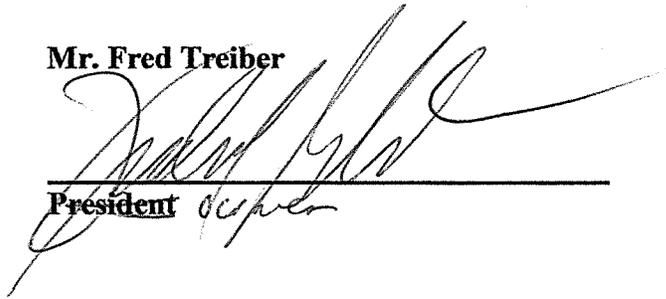
IN WITNESS WHEREOF, this Agreement has been duly authorized and is hereby executed on behalf of the parties this 2nd day of JULY, 2002.

Township of Willingboro



Paul Stephenson, Mayor

Mr. Fred Treiber



President

ATTEST:



David Arrese, Township Clerk

Secretary

AGREEMENT

This Agreement is entered into on this 2nd day of July, 2002, with an effective date of January 1, 2002, between the

Township of Willingboro, a municipal corporation of the State of New Jersey, with offices located at One Salem Road, Willingboro, New Jersey 08046 County of Burlington and State of New Jersey, hereafter the "municipality"

And

Willingboro Sr. Urban Renewal Partners LP, with principal offices located at 1103 Laurel Oak Road/Suite 105, Voorhees, NJ 08043 hereafter the "apartment owner", of an apartment complex known as Doreatha D. Campbell Sr. Complex, located at 55 Sunset Road, Willingboro, NJ 08046 is as follows:

1. **Purpose:** It is the purpose of this Agreement to address the respective obligations of the municipality and the apartment owner arising from the provisions of P.L. 2000, c. 26; P.L. 2001, c. 25 and P.L. 2001, c. 96, which statutes were enacted subsequent to the litigation generally known as *WHS Realty Co. v. Town of Morristown*, 323 N.J. Super. 553 (App. Div.1999), certification denied 162 N.J. 489, and which requires that municipalities either undertake the collection of trash from apartment complexes on the same basis as those services are provided to other residential properties or begin reimbursement of the costs of collection to the apartment owners.

2. **Statutory Foundation:** As applicable to this Agreement, the statutes provide specifically that:

A municipal governing body that establishes a system for the collection or disposal of solid waste pursuant to subsection a. of this section, in its discretion, may limit service furnished by it to curbside collection along public streets or roads that have been dedicated to and accepted by the municipality. The municipal governing body may also refuse to enter upon private property to remove solid waste from dumpsters or other solid waste containers. The municipal governing body, in its sole discretion, may choose to reimburse those property owners who do not receive the municipal service, but such reimbursement shall not exceed the cost that would be incurred by the municipality in providing the collection or disposal service directly.

A municipal governing body that establishes a system for the collection of solid waste pursuant to subsection a. of this section may limit the municipal service furnished by it to specified operating hours in order to preserve the peace and quiet in neighborhoods during the hours when most residents are asleep.

3. **Responsibility of the Municipality:** The statutes provide that the responsibility of the municipality for either trash collection or reimbursement "to a multifamily dwelling shall commence for local budget year 2002 for municipalities operating on a calendar year basis and local budget year 2003 for municipalities operating on a State fiscal year basis, and reimbursement payments shall be phased in over a five-year period. .".

4. **Statutory Phase-in Period:** The five year phase in period is provided for by *N.J.S.A. 40:66-1.5*, and sets the reimbursement obligation as:

Pursuant to a reimbursement agreement entered into in lieu of providing curbside solid waste collection services, a municipality shall reimburse the landlord of a multifamily dwelling for a portion of the cost of providing services commencing in local budget year 2002 for municipalities operating on a calendar year basis, and in local budget year 2003, for municipalities operating on a State fiscal year basis, in the following manner:

- 2002... 20% of the total cost of services in 2002
- 2003... 40% of the total cost of services in 2003
- 2004... 60% of the total cost of services in 2004
- 2005... 80% of the total cost of services in 2005

5. **Reimbursement Amount:** The amount to be reimbursed to the apartment owner shall be used by the apartment owner to pay for the solid waste collection service that the municipality chooses not to provide. The reimbursement shall be limited to the appropriate percentage of the actual cost to the apartment owner of providing that service, but shall not be more than the amount that the municipality would have expended on the solid waste collection services if provided by the municipality directly to the apartment units owned by the apartment owner and calculated as if the dwelling units were located along public roads and streets and the collection service provided curbside.

6. **Percentage of Payment and Payment Procedure:** In order to comply with the requirement for the first budget year beginning after January 2, 2002, the municipality agrees to provide the apartment owner with a payment during calendar year 2002 which represents 20% of the apartment owners cost for trash collection and disposal less the adjustment for the additional services (1 additional pick ups per week) provided to the apartment tenants above that of the township residential property owners. The payments shall be made on a semi-annual basis, by the municipality, which payments shall be made within 45 days after submission of the required voucher with the verified calculations of the amount due and copies of the trash bills for the prior quarter. Each payment shall be subject to audit to verify the cost incurred and shall be supported by proof that the apartment owner

has expended not less than the amount of the reimbursement for the sole and exclusive purpose of trash collection and disposal.

7. **Municipality to Obtain Bids for Future Services:** During calendar year 2002, the municipality, either individually or in cooperation with other municipalities, shall solicit bids for the collection and disposal of trash from apartment complexes, including the apartment units owned by apartment owner.

8. **Anticipation of Further Agreements:** It is anticipated that the apartment owner will be offered a new Agreement with the municipality under which the municipality will either (1) undertake to provide the trash collection and disposal service with the apartment owner to reimburse the municipality for the apartment owner's share of the five-year phased-in reimbursement program or (2) will provide reimbursement to the apartment owner based on the costs which would be incurred by the municipality in providing the trash collection and disposal or (3) some combination of payment and collection.

9. **Approval of Municipality Required for Any New or Extended Agreements for Trash Collection Services:** During the term of this Agreement, the apartment owner shall not enter into any new or extended agreement for the collection and disposal of trash without the written approval of the municipality.

10. **Compliance with Recycling Requirements:** As provided by law (*N.J.S.A.40:66-1.3*) in order to be eligible for solid waste collection services or reimbursement for those services the apartment owner and all tenants in the apartment unit shall be required to comply with all recycling requirements generally applicable to all other residential properties within the municipality. Failure to comply may, as provided by law, result in the termination of solid waste and recyclables collection services to the apartment complex, or the municipality may reduce its reimbursement payments by an amount equal to the landfill or disposal costs that would be saved if the recyclables were separated from the other solid waste.

11. **Applicability of New Jersey Law:** This Agreement shall be construed in accordance with the laws of the State of New Jersey. In the event that any litigation is initiated or pursued with respect to this Agreement or the obligations and responsibilities which form the subject matter of this Agreement, that litigation shall be specific and exclusively directed to the municipality which is a party to this Agreement and shall not be part of any litigation involving any other municipality, without the consent of the municipality which is a party to this Agreement. The exclusive jurisdiction for any such litigation shall be in the Superior Court of the State of New Jersey and shall be in the county where the municipality is located.

12. **Notices.** Any notices with respect to the subject matter of this Agreement shall be in writing and shall be directed as follows:

To the municipality

Ms. Rhoda Lichtenstadter, Township Clerk
And
Ms. Denise Rose, Township Manager
One Salem Road
Willingboro, New Jersey 08046

To the apartment owner

Willingboro Sr. Urban Renewal Partners LP
1103 Laurel Oak Road/Suite 105
Voorhees, NJ 08043

13. **Modification:** This Agreement shall remain in full effect in accordance with the terms of the Agreement unless modified in a further written Agreement approved by the governing body of the Township of Willingboro and the ~~Board of~~ *General Partners* of the Apartment Owner.

14. **Waiver:** No inadvertent or incidental waiver of any term, provision, or condition contained in this Agreement, or any breach of any such term, provision, or condition shall constitute a waiver thereof by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition hereof by either party.

15. **Term:** This Agreement is for a term of one year, commencing on January 1, 2002 and ending on December 31, 2002. The Agreement may be renewed upon the mutual agreement of the parties and is subject to appropriations included in the annual budget of the municipality. Any party wishing to propose an Agreement for any subsequent term shall provide the other party with a copy of the proposed Agreement on or before October 1, 2002.

16. **Limited Liability:** The liability of the municipality under this agreement, whether to the apartment owner or to any other party, shall be limited to the reimbursement amounts as set forth herein. The municipality shall have no liability to any person or entity whatsoever beyond the specific terms of this Agreement and shall specifically have no obligation to any trash collector or hauler engaged by the apartment owner to provide services to the facilities owned or operated by the apartment owner. The apartment owner shall indemnify and hold harmless the municipality and its officers, agents and employees from any and all claims or liability arising out of the activities of the apartment owner, its employees and agents in connection with all activities undertaken by the apartment owner pursuant to this Agreement. It is the intention of the parties that in the event of any claim for relief of any type being asserted against the municipality, its officers and employees, based upon any act or omission of the apartment owner, that the municipality, its officers and employees shall be held harmless from any and all costs, costs of defense and damages, and the same shall

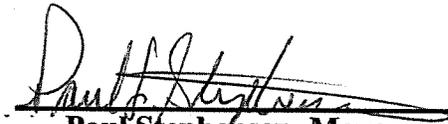
be the responsibility of the apartment owner and/or its parent or successor companies.

17. **Binding on Successors and Assigns.** Except as otherwise provided in this Agreement, all agreements, terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

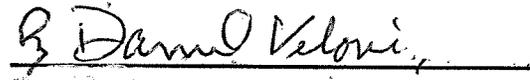
18. **Captions.** The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

IN WITNESS WHEREOF, this Agreement has been duly authorized and is hereby executed on behalf of the parties this 2nd day of July, 2002.

**Township of Willingboro
Partners LP**

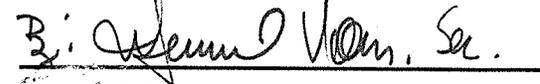

Paul Stephenson, Mayor

Willingboro Sr. Urban Renewal PARTNERS, L.P.
By: Community Care & Development Corporation -
Willingboro, its General Partner.


Chairman of General Partner

ATTEST:

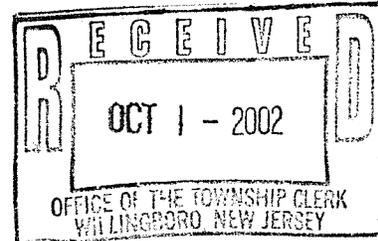

Township Clerk

Community Care & Development Corporation -
Willingboro, its G.P.
By: 
Secretary of General Partner

**COMMUNITY CARE
& DEVELOPMENT
CORPORATION**

Community & Economic Development
Healthcare & Housing
Research Education & Training

September 30, 2002



Ms. Marie Annese, RMC
Township Clerk
Township of Willinboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Trash Agreement

Dear Ms. Annese:

Enclosed please find the signed agreement for your records.

Should you need additional information, please contact Mr. Frank Haaz, Esquire.

Sincerely,

Michael Veloric
Michael Veloric (RB)

Enclosure:

F:/Admin/MV/CCDC/WillingboroTwp.Letter093002

U.S. Mail
P.O. Box 790
Bala Cynwyd, PA
19004-0790

Deliveries/Courier
Suite 215
10 Presidential N. Blvd.
Bala Cynwyd, PA
19004

Phone 610-664-2200
Fax 610-664-4820



TOWNSHIP OF WILLINGBORO

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

July 31, 2002

Willingboro Sr. Urban Renewal Partners LP
1103 Laurel Oak Road
Suite 105
Voorhees, New Jersey 08043

Dear Sir:

Attached for your information is a copy of Resolution No. 2002 – 100 which was adopted by Willingboro Township Council at their meeting of July 2, 2002.

Also attached is an original and one copy of the Agreement. Please sign both, retaining the copy for your files and return the original to this office.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marie Annese".

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2002 - 100 / 2
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

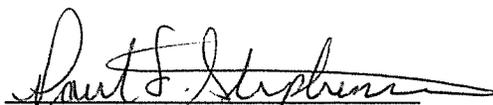
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 July 2, 2002, that an Executive Session closed to the public shall be held on July 2, 2002, at 7:35p.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 NO. 2002 - 101

**A RESOLUTION AWARDING A BID FOR LIBRARY FURNITURE
FOR NEW LIBRARY FACILITY**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Library Furniture; and

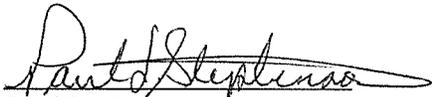
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Corporate Interiors of Delaware, 223 Lisa Drive, New Castle, Delaware (Items 1 through 11 for \$64,998.19) and B.F.I., 5 Cedar Brook Drive, Cranbury, New Jersey (Items 12 through 23 and 25 through 28 for \$69,596.81);** and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of July, 2002, that the bids be accepted as per the attached bid return sheet and recommendation; and

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


Paul L. Stephenson
Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2002 - 101

**A RESOLUTION AWARDING A BID FOR LIBRARY FURNITURE
FOR NEW LIBRARY FACILITY**

*Award #15
Adj/Corrected
Total Amt. Same
For Signature
9/17/02*

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Library Furniture; 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 **Corporate Interiors of Delaware, 223 Lisa Drive, New Castle, Delaware (Items 1 through 11 for \$64,998.19) and B.F.I., 5 Cedar Brook Drive, Cranbury, New Jersey (Items 12 through 23 and 25 through 28 for \$69,596.81); and**

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of July, 2002, that the bids be accepted as per the attached bid return sheet and recommendation; and

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

Paul L. Stephenson
Mayor

Attest:

Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2002 - 101

**A RESOLUTION AWARDING A BID FOR LIBRARY FURNITURE
FOR NEW LIBRARY FACILITY**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Library Furniture; and

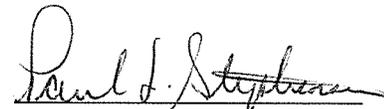
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Corporate Interiors of Delaware, 223 Lisa Drive, New Castle, Delaware (Items 1 through 11 for \$67,465.00) and B.F.I., 5 Cedar Brook Drive, Cranbury, New Jersey (Items 12 through 23 and 25 through 28 for \$67,130.00);** and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of July, 2002, that the bids be accepted as per the attached bid return sheet and recommendation; and

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


Paul L. Stephenson
Mayor

Attest:



Marie Annese, RMC
Township Clerk

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 07/09/02
Resolution Number: 2002-101

Vendor: CORP CORPORATE INTERIORS OF DELAWAR
223 LISA DR
NEW CASTLE, DE

Contract: 02-00023 CORP INTERIORS-LIBRARY FURN

Account Number	Amount	Department
C-04-55-900-002-916	67,465.00	2000 GENERAL CAPITAL
Total	67,465.00	^{8/24/02} Should be 64,998.19

Should be 64,998.19

Only amounts for the 2002 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

James W. Dugg

Chief Financial Officer

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

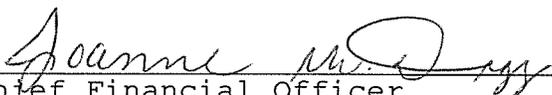
Resolution Date: 07/09/02
Resolution Number: 2002-101

Vendor: BUSIN025 BUSINESS FURNITURE INC.
685 COLLEGE RD. EAST
PRINCETON, NJ 08540

Contract: 02-00024 BFI- LIBRARY FURNITURE

Account Number	Amount	Department
C-04-55-900-002-916	67,130.00	2000 GENERAL CAPITAL
Total	67,130.00	<i>Should be 69,596.81</i>

Only amounts for the 2002 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

WILLINGBORO PUBLIC LIBRARY

ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046

July 8, 2002

TO: Willingboro Township Council

FR: Christine H. King, Library Director 

RE: Furniture Bids for New Facility

The following lowest responsible bids for furnishings for the new facility are being recommended to you for award. The bid request was responded to by four (4) companies. Only two (2) submissions met all the requirements.

Recommendation:

Items 1-11	Corporate Interiors of Delaware
Items 12-28	B. F. I.
Items 29- 35	No Bids

~~\$67,465~~

~~\$67,130~~

8/26/02
Should have been 64,998.19
69,596.81

Opened 6/19/02 @ 10:30 AM By Township Clerk : Also Present Christine King Library Director & Recommendations.
 Reprs. from B.F.I. (1) & Corporate Interiors of Delaware (3). Results To Ms. King for Review & Recommendations.

Opened 7/5/02 By Township Clerk in presence of Jackie Vaglio @ 10:30 AM



Wilmington Public Library

LIBRARY FURNITURE, FURNISHINGS, AND EQUIPMENT BID

B.F.I.

Library Interiors

Corporate Interiors of Delaware

Colco/ Sagot

Disqualified

ITEM CCA CODE	QUANTITY	BID PRICE		
1. C-7A	8	4,936.00	N/B	4,839.20
2. C-7 B.	44	23,716.00		23,464.76
3. C-7C	6	3,570.00		3,506.82
4. C-7D	31	17,329.00		17,108.90
5. C-7E	5	3,450.00		3,376.25
6. C-17	1	2,151.00		2,048.29
7. C-17Q	1	895.00		871.70
8. C-18	1	1,235.00		1,182.97
9. C-18Q	1	309.00		316.36
10. C-16A	8	7,872.00		6,477.92
				24,024.00
				3,594.00
				17,577.00
				3,485.00
				2,207.00
				884.00
				1,302.00
				306.00
				7,168.00

Library Interiors

Corporate Interiors

	B.F.I.				
11. C-16B	2	2,002.00	N/B	1,805.00	2,012.00
12. C-21	4	10,956.00			6,018.00
13. C-14A	12	12,456.00			12,096.00
14. C-14B	4	4,184.00			Disc. Fabric. 6,138.00
15. C-14C	6	6,228.00			3,320.00
16. C-15A	2	3,324.00			D/F
17. C-15B	2	3,392.00			1,274.00
18. T-20	2	1,158.00			3,270.00
19. T-21	5	3,140.00			200.00
20. C-23A	1	124.00	158.00		200.00
21. C-23B	1	124.00	158.00		182.00
22. C-23C	1	112.00	158.00		203.00
23. C-24D	1	124.00	158.00		2,538.00
25. P-1	2	5,752.00	N/B		N/B
26. C-22	8	1,296.00	N/B		N/B

(D)

	R.F.I.	Library Interiors	Corporate Interiors of Delaware	Colco/Sagot
27. C-2A	20	2,160.00	N/B	N/B
28. C-5	35	12,600.00	12,648.30	13,580.00
29. DC-1	1	N/B	N/B	5,453.00
30. DC-2	3	N/B		17,913.00
31. DC-3	4	N/B		30,833.32
32. DC-4	2	N/B		11,540.00
35. BD-1	1	N/B		N/B
Delivery & Installation		3,700.00	\$632.00	\$77,646.00
TOTAL BID:		\$ 138,295.00		\$182,277.32

	Cert. of Employment	Cert. of Employment
Affirmative Action	✓	✓
Non-Collusion	✓	✓
Disclosure Statement	✓	✓
Bid Certification	✓	✓
Consent of Surety	✓	✓
Bid Bond	✓	✓
Delivery & Installation	✓	✓
Environmental Strategies	✓	✓

Not Submitted (D)

216

RESOLUTION NO. 2002 - 102

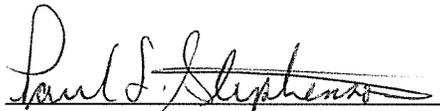
**A RESOLUTION AUTHORIZING THE MAYOR
AND CLERK TO SIGN AN DETENTION BASIN
ACCESS AND MAINTENANCE AGREEMENT**

WHEREAS, applicant Christopher Osagie appeared before the Willingboro Township Planning Board for a Minor Subdivision and Major Site Plan; and

WHEREAS, the Planning Board granted Preliminary and Final approval of the application(s) with conditions, one condition being the execution of a Detention Basin and Maintenance Agreement with the Township of Willingboro.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of July, 2002, that the Mayor and Clerk are hereby authorized to sign the attached Detention Basin Access and Maintenance Agreement.

BE IT FURTHER RESOLVED, that copies of this agreement be provided to the Planning Board and to the applicant for their information and attention.


Paul L. Stephenson, Mayor

Attest:


Marie Annese, RMC
Township Clerk

DETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 9th day of July, 2002 by and between the TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, a body corporate and politic of the State of New Jersey, with offices at the Municipal Complex, Salem Road, Willingboro, New Jersey 08046 (the "Township") and CHRISTOPHER OSAGIE, of 2 Steeplebush Trail, Southampton, New Jersey 08088, (the "Owner").

RECITALS

- A. Owner received approval from the Willingboro Township Planning Board to develop certain property known and identified as Page 67, Block 8, Lot 5 on the Willingboro Township Tax Maps (the "Project").
- B. Said approval was duly memorialized on June 17, 2002 by the adoption of Resolution No. 9-2002.
- C. Said Project requires the construction of storm water detention and conveyancing facilities to properly contain and direct surface water run-off.
- D. Owner is responsible for the proper maintenance, cleaning and repair of said storm water detention and conveyancing facilities to insure that they operate to their design specifications.
- E. The Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair of said detention and conveyancing facilities in the event the Owner fails to do so in the interest of environmental protection and to protect the public health, welfare and safety.
- F. The purpose of this Agreement is to memorialize the understandings that the parties have reached in this regard.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, it is hereby covenanted and agreed as follows:

1. All recitals set forth above are hereby incorporated by reference herein as if set forth herein at length.

2. Owner shall construct the storm water detention and conveyancing facilities as designated and described on its final approved plan on file with the Willingboro Township Planning Board.

3. Owner, and its successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the detention and conveyancing facilities to ensure their optimum operating efficiency and to protect the integrity of the storm water control facilities. This maintenance shall include, but not limited to: (i) removal of brush and debris from all inlet and outflow pipes and side banks; (ii) inspection of the inlet and outlet structures and maintenance of same to design specifications; (iii) construction and re-construction of all detention facilities as shown on the aforesaid plan; (iv) removal of sediment accumulation and dredging of the detention basin when necessary; (v) mowing and maintenance of grass and landscaped areas; and (vi) performing or causing to be performed all other work reasonable and proper for the maintenance of said facilities.

4. Owner hereby grants the Township and the Township Engineer, and their authorized personnel, agents and employees, the right to enter upon the above mentioned property of Owner, its successors and assigns, at reasonable times, for the purpose of inspecting said storm water control facilities. Said inspection shall be made in such a manner and at such times as not to in any way interfere with the reasonable use of the property by Owner and its successors and assigns.

5. In the event that Owner or its successors and assigns fail to properly maintain the detention and conveyancing facilities, and in the event that an inspection pursuant to Paragraph 4 discloses

items of work required to be performed as to the detention and conveyancing facilities, the Township and/or the Township Engineer may serve written notice upon the Owner or its successors and assigns stating: (a) the work necessary to be done in order to correct any defect or condition in the detention or conveyancing facilities and (b) setting forth a reasonable time period for completion of such work. In the event the Owner or its successors and assigns fail to complete the work required to be performed within a reasonable time period after notice and in accordance with the notice, the Township may enter upon the property and cause the work to be performed at the expense of the Owner or its successors and assigns. Owner or its successors or assigns in title at the time the work is performed, as the case may be, shall remain and continue to be responsible for said repairs and the reimbursement to the Township for any services advanced to accomplish the work required as set forth herein. The Township, its agents, servants, employees, representatives and independent contractors shall, after the performance of any work on the property pursuant to the provisions hereof, restore the property to the same condition as it was in prior to entry which costs of correction and restoration shall be chargeable to Owner or its successors and assigns, as the case may be. The Township shall be entitled to file a lien against the property should any bills submitted go unpaid for a period of thirty (30) days which lien shall bear interest at the rate permitted by statute for accruing interest on unpaid real estate taxes.

6. In the event that an emergent situation arises which makes it impractical to serve written notice and provide a reasonable period of time for completion of the work referred to in Paragraph 3 hereof, then, in that event, the Township and its agents, servants, employees, representatives and independent contractors may enter upon said property immediately and perform or cause to be performed such maintenance and repairs of the detention and conveyancing facilities as the Township, in its sole judgment, deems necessary in order to protect the environment and the public health, welfare and safety.

7. The covenants and agreements herein contained shall run with the land and the obligations and responsibilities set forth herein shall only be enforceable against the record owner of the property at the time that maintenance and repairs are required and work is performed.

8. Nothing herein shall be deemed to require the Township to take action to maintain and/or repair any detention or conveyancing facilities on the property.

9. This agreement shall be binding upon the parties hereto and their respective successors, assigns, legal representatives and heirs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or have caused these presents to be signed by their proper corporate officers and their proper corporate seal to be affixed hereto the day and year first above written.

WITNESS OR ATTEST:

By: Christopher Osagie
CHRISTOPHER OSAGIE

TOWNSHIP: TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO

David Corneal
Clerk
(SEAL)

By: Robert J. Stephenson
, Mayor

STATE OF NEW JERSEY)

:SS

COUNTY OF BURLINGTON)

I CERTIFY that on July 9, 2002, [Signature] personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) He/She is the Township Clerk of the Township of Willingboro, the corporation named in this Agreement;
- (b) He/She is the attesting witness to the signing of this Agreement by the proper corporate officer who is _____, the Mayor of Willingboro Township.
- (c) This Agreement was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of its Township Council;
- (d) He/She knows the proper seal of the Township which was affixed to this Agreement;
- (e) He/She signed this proof to attest to the truth of these facts.

[Signature]
_____, Clerk

Sworn and subscribed before me on this 9th day of July, 2002.

[Signature: Edith M. Baldwin]

EDITH M. BALDWIN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/14/2004

STATE OF NEW JERSEY)

:SS

COUNTY OF BURLINGTON)

I CERTIFY that on July 9, 2002, CHRISTOPHER OSAGIE personally came before me and acknowledged under oath, to my satisfaction, that each person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Christopher Osagie

Sworn and subscribed before

me on this 9th day of

July, 2002.

Barbara [Signature]

PLANNING BOARD OF THE TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 9 - 2002

WHEREAS, CHRISTOPHER OSAGIE of 2 Steeplebush Trail, Southampton, New Jersey 08088 hereinafter called the "Applicant" has filed an Application for Development (Major Site Plan) with the Planning Board of the Township of Willingboro which application requests approval for development of a one story 180 ft. by 50 ft. 9,000 sq. ft. commercial/retail space structure with associated off-street parking, landscaping and lighting on proposed subdivision reconfigured Lot 5 of Block 8 Page 67; and

WHEREAS, the subject site consists of 1.471 acres (64,096.29 sq. ft.) located on the easterly side of Beverly-Rancocas Road north of Rose Street, dimensioned as follows: 197.48 ft. along Beverly-Rancocas Road, 260.25 ft. along the southerly property line of the adjacent Comcast Cable facility, 219.52 ft. along Lot 5.03 (the Beauty Salon) and Lot 5.01 (Alpha Baptist Church) and 353.11 ft. behind the Alpha Day Care Center and the Farmers & Mechanics Bank which uses have frontage along Rose Street. Access to and from this lot is proposed by way of a new 25 ft. wide driveway on Rancocas Road as well as through a 25 ft. wide driveway from the parking lot of Alpha Baptist Church (Lot 5.01); and

WHEREAS, approval of the subdivision of the said Lot 5 was conditionally granted by the Planning Board pursuant to Resolutions No. 8 - 2001 and 8 - 2002; and

WHEREAS, the area is zoned B-1 Primary Business District wherein permitted uses pursuant to Ord. 20-6.6(a).1 include "shopping centers, stores, shops, markets where goods are sold or personal services are rendered that are clearly incidental to the retail business being conducted;"

**Willingboro Township Planning Board
Christopher Osagie
Site Plan Application for Block 8, Lot 5
Beverly-Rancocas Road
Continued**

and

WHEREAS, approval of this major site plan application will require the following variances:

- Ord. 20-4.4 - Increase in maximum lot coverage from 50% to 66%.
- Ord. 20-8.1 - Minimum parking space required: 60. Number of parking spaces provided on site: 51.

WHEREAS, approval of this major site plan application will require the following checklist and design waivers:

- To permit 9 ft. by 18 ft. parking spaces in lieu of 10 ft. by 20 ft. parking stalls as required by the ordinance;
- Traffic Study waiver, and

WHEREAS, the Applicant and Alpha Baptist Church, the owner of Lot 5.01, have agreed that reciprocal cross easements for all common or shared utilities, vehicular and pedestrian ingress and egress and parking, maintenance of infrastructure facilities, drainage, snow removal and any other required services between Lots 5 and 5.01, regardless of whether a specific easement exists shall be provided by way of permanent recorded cross easements over the said lots; and

WHEREAS, the Applicant has submitted evidence that notice of said Application for Development and the public hearing thereon has been given pursuant to applicable statutory provisions and requirements of the Willingboro Township Zoning Ordinance; and

WHEREAS, public hearings on said Application for Development were conducted

**Willingboro Township Planning Board
 Christopher Osagie
 Site Plan Application for Block 8, Lot 5
 Beverly-Rancocas Road
 Continued**

on March 11, 2002 and May 13, 2002 in the Municipal Complex of said Township, which meetings were open to the public and at which the Applicant and all other interested parties were given an opportunity to be heard; and

WHEREAS, the Planning Board has considered:

(1) All plans with revisions thereof and amendments and supplements thereto, titled "Plan for Christopher Osagie, Block 8 - Lot 5," which have been submitted by the Applicant prepared by Michael W. Robinson, P. E. of Land Engineering & Surveying, Co. Inc., 712 Creek Road, Mt. Laurel, New Jersey 08054:

	<u>Drawing No.</u>	<u>Date</u>	<u>Last Revision</u>
1 of 4	Site Plan	12/26/01	03/20/02
2 of 4	Drainage, Grading and Utilities Plan with Soil Erosion and Sediment Control	12/26/01	03/20/02
3 of 4	Lighting and Landscaping Plan	12/26/01	03/20/02
4 of 4	Construction Details	12/26/01	03/20/02

Also, Drainage Report for Lot 5 Block 8 dated February 15, 2002 and revised April 4, 2002 prepared for Christopher Osagie by Michael W. Robinson, P.E. of Land Engineering & Surveying Co. Inc.

Also, Sk1.1, Concept Sketch, dated March 19, 2002 by R. Allen Christianson, R. A., of 117 Farnsworth Avenue, Bordentown, New Jersey 08505.

(2) Reports from its consultants, including report dated February 22, 2002 by Uri H. Taenzer, Esq., Planning Board Solicitor and reports dated March 8, 2002 and May 8, 2002 by W. Wendell Bibbs, P.E., C.M.E., Planning Board Engineer and George R. Stevenson, P.P., A.I.C.P., Township Planner. All of the said reports from the Planning Board's consultants were read at the

**Willingboro Township Planning Board
Christopher Osagie
Site Plan Application for Block 8, Lot 5
Beverly-Rancocas Road
Continued**

meetings and are a part of the Planning Board minutes pertaining to this application.

(3) All testimony and discussions between applicant, professional consultants, and other interested parties and members of the Board relating to this application.

(4) Planning Board minutes relating to this application.

NOW, THEREFORE BE IT RESOLVED by the Planning Board of the Township of Willingboro that with respect to the said Application for Development (Major Site Plan) it finds as follows:

1. All property owners within 200 feet of the subject premises were given timely, written notice of the Application and scheduled hearings thereon; a timely notice of said Application and hearing was published in the Burlington County Times Newspaper; and public hearings were held, as scheduled, in accordance with the laws of the State of New Jersey and the ordinances of the Township of Willingboro.

2. The lot which the applicant seeks to develop is located the in the B-1, Primary Business District. The proposed retail commercial uses are permitted in the subject zone.

3. The proposed five (5) parking spaces located at the northwest corner of the site within 25 ft. of the street line violate Section 20-8.1(a).4 prohibiting parking within 25 feet of a street line. The Planning Board finds that these spaces should be eliminated and may be replaced by appropriate landscaping without adversely affecting the reasonable anticipated parking requirements for the proposed uses.

4. The remaining 51 provided parking stalls will support the reasonable number of spaces which are required to serve the commercial uses on the site.

5. The variances and design waivers requested by the applicant can be granted without substantially impairing the intent and purpose of the Zoning Act. The Planning Board further finds that the applicant has satisfied the negative criteria in that the granting of the variances will not substantially impair the zoning plan of the Township of Willingboro and will not be substantially detrimental to the public good.

**Willingboro Township Planning Board
Christopher Osagie
Site Plan Application for Block 8, Lot 5
Beverly-Rancocas Road
Continued**

Specifically,

- Ord. 20-4.4 - Increase in maximum lot coverage from 50% to below 66%:

The proposed final lot coverage of less than 66% (after elimination of the 5 parking spaces) can be permitted in light of the applicant's provision of a stormwater management basin which will serve to re-percolate excess runoff.

- Ord. 20-8.1 - Minimum parking space required: 60. Number of parking spaces provided on site: 51.

The applicant has decreased the initially proposed shopping center from 12,168 sq. ft. to 9,000 sq. ft. Consequently, the Board finds that the proposed parking space provision of 51 together with the access to and from the parking facilities of Lot 5.01 (Alpha Baptist Church) will result in more than adequate parking for the site, as aforesaid.

- Ord. 20-3 - Parking stall size - design waiver to permit 9 ft. by 18 ft. instead of 10 ft. by 20 ft. stalls:

The Board finds that this smaller sized parking stall has become a standard common practice and offers no adverse effects.

- Traffic Analysis:

In light of the modifications and cross easements for right of way and parking offered by the applicant, this requirement may be waived.

The Applicant has agreed that reciprocal cross easements for all common or shared utilities, vehicular and pedestrian ingress and egress and parking, maintenance of infrastructure facilities, drainage, snow removal and any other required services between the proposed lots, regardless of whether a specific easement exists shall be provided by way of permanent recorded cross easements over both Lot 5 and Lot 5.01.

**Willingboro Township Planning Board
Christopher Osagie
Site Plan Application for Block 8, Lot 5
Beverly-Rancocas Road
Continued**

BE IT FURTHER RESOLVED that pursuant to the foregoing findings of fact, **PRELIMINARY and FINAL APPROVAL** for the aforementioned Application for Development and all variances and waivers requested, be and the same is hereby **granted**, subject to the following conditions:

A. Circulation and Parking and Cross Easements

1. The plans shall be revised to show truck turning movements.
2. The plans shall be revised to remove the proposed five (5) parking spaces located at the northwest corner of the site within 25 ft. of the street line. Appropriate landscaping shall be shown in lieu of same to the satisfaction of the Planning Board Engineer.
3. The plans shall be clarified to show whether the area between the proposed curbing and the existing curbing on the beauty shop parking area will be mulched or grassed.
4. An additional ramp shall be provided at the westerly terminus of the handicap ramps on either side of the Beverly Road entrance drive opposite the accessible stall area unless it is determined that the location is on-grade.
5. The sidewalk along the access drive off Beverly Road shall be continued on both sides of the drive and handicap ramps at the end of each walkway.
6. The following perpetual reciprocal rights of way and cross easements over Page 67, Block 8, Lots 5 and 5.01 shall be prepared for review and approval by the Planning Board Attorney and Planning Board Engineer:
 - a. Drainage and stormwater Easements, if any.
 - b. Ingress, egress and traffic and pedestrian easements.
 - c. Parking easements.
 - d. Common and shared easements.
 - e. Snow removal and any other required services between the subject lots.

Said easements shall be recorded and evidence of such

**Willingboro Township Planning Board
Christopher Osagie
Site Plan Application for Block 8, Lot 5
Beverly-Rancocas Road
Continued**

recording shall be provided to the Township Code Enforcement Officer as a condition of the issuance of any construction permits.

Any termination or modification of such perpetual cross easements and rights-of-way at any time, shall additionally be subject to approval of the Willingboro Township Planning Board or the governing body of the Township of Willingboro.

B. Stormwater and Grading:

7. Information on how the permeability rate was determined shall be provided within the drainage report.

8. An explanation of how water quality will be provided shall be included within the drainage report.

9. Design for scour hole sizes shall be provided.

10. Basin volumes provided could not be verified. Areas shown within the basis at elevations 43 and 44 appear to be less than indicated. The applicant shall provide the Planning Board Engineer with satisfactory explanation

11. Plan sheet 2 of 4 shall be revised to conform to the Drainage Report which states that an 8.5" by 7" orifice has an invert of 43.31 within the basin outlet structure in lieu of 8" shown on said plan.

12. The general notes on sheet 1 of 4 shall be revised to state who will own and maintain the basin.

13. The applicant shall execute the standard retention/detention basin maintenance agreement appended hereto.

14. The details provided on sheet 2 of 4 shall be in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey.

15. Basin outlet structure detail - dimensions for grate shown are not that of Bridgestate "stream flow" pattern No. 3444 as stated. The plans shall be revised accordingly.

**Willingboro Township Planning Board
Christopher Osagie
Site Plan Application for Block 8, Lot 5
Beverly-Rancocas Road
Continued**

16. The "B" inlet detail – there shall be 16" maximum to the first ladder rung and ladder rungs are to be 12" c to c. Grate for inlet shall be Campbell grate No. 2618 or approved equal.

C. Utilities:

17. The size of the proposed water service shall be provided on the plan.

D. Lighting:

18. The plans shall be revised to show that the level of illumination extending beyond the property line from the wall mounted luminaires along the northerly and easterly building elevations shall not exceed 0.24 footcandles.

E. Construction Details.

19. A trench restoration detail for the County road shall be added to the plan.

F. Solid Waste Management.

20. The solid waste enclosure shall be of masonry construction with a finished exterior to match the principal structure facade.

G. Signage:

21. A detail shall be provided for the site identification sign proposed for installation on the Beverly Road entrance driveway.

22. The existing freestanding sign situated at the northwest corner of the site being identified as "Alpha Complex" shall be removed or relocated in keeping with Ord. 17-7.3 requirement that freestanding signs shall be permitted provided they are on the same premises as the use to which they refer. Nevertheless, in light of the reciprocal right-of-way easements contemplated herein and in conformity to the recommendations of the Route 130 Study (and with consent of the applicant and Alpha Baptist Church) all street related signage pertaining to the uses on the subject site, including reference to Alpha Baptist Church, shall be encompassed within a single monument style sign, subject to approval of the Township Engineer, to the exclusion of upright free-standing style signs.

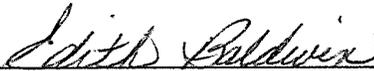
**Willingboro Township Planning Board
Christopher Osagie
Site Plan Application for Block 8, Lot 5
Beverly-Rancocas Road
Continued**

H. Usage:

23. The applicant having consented thereto and in keeping with the shopping center's proposed usage as testified to, only occupancy by permitted retail shops and markets selling goods or providing personal services to customers incidental to retail business as authorized by Ord. 20-6.6(a).1 shall be permitted within the subject shopping center.

BE IT FURTHER RESOLVED that this approval shall also be conditioned upon the further approval and compliance with any conditions imposed by the Burlington County Planning Board, the WMUA, the Burlington County Soil Conservation District and any other agency having jurisdiction.

The foregoing Memorializing Resolution was duly adopted by the Planning Board of the Township of Willingboro at a public meeting on June 17, 2002.



Edith Baldwin
Planning Board Secretary

RESOLUTION TO AMEND BUDGET

Resolution No. 2002-103

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>
CURRENT FUND - REVENUES		
3. Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations		
Extraordinary Aid	-0-	\$300,000.00
Total Section B: State Aid Without Offsetting Appropriations	\$4,481,665.00	4,781,665.00

Summary of Revenues

3. Miscellaneous Revenues:

Total Section B: State Aid Without Offsetting Appropriations	4,481,665.00	4,781,665.00
Total Miscellaneous Revenues	6,928,100.00	7,228,100.00

5. Subtotal General Revenues	9,752,100.00	10,052,100.00
------------------------------	--------------	---------------

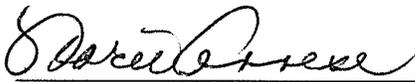
6. Amount to be Raised by Taxes for Support of Municipal Budget:

Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	14,982,400.00	14,682,400.00
---	---------------	---------------

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.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the Township Council on the July 9, 2002

Certified by:



Township Clerk

July 9, 2002



TOWNSHIP OF WILLINGBORO

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

July 12, 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 – 103, Resolution To Amend Budget, which was adopted by Willingboro Township Council at their meeting of July 9, 2002.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

 * P. 01 *
 * TRANSACTION REPORT *
 * JUL-12-2002 FRI 09:20 AM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * JUL-12 09:19 AM 9847388 47" 3 SEND OK 312 *
 * TOTAL : 47S 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: TINA

COMPANY: Div. of Local Gov.

DATE: 7/12/02

TO FAX NO. 984-7388

FROM: Marie Anuse EXT. 6202 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: TINA
COMPANY: Div. of Local Gov.
DATE: 7/12/02
TO FAX NO. 984-7388

FROM: Marie Annese EXT. 6202 PAGES 3

SUBJECT: Res 2002-103 - Amend Budget
stand copy to follow

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.



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.

SECTION 2 - UPON ADOPTION FOR YEAR 2002
 (Only to be Included in the Budget as Finally Adopted)
RESOLUTION

Be It Resolved by the Township Council of the Township of Willingboro, County of Burlington that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$14,682,400.00 (Item 2 below) for municipal purposes, and
- (b) _____ (Item 3 below) for school purposes in Type I School Districts only (N.J.S. 18A:9-2) to be raised by taxation and, (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in _____ (Item 4 below)
- (c) _____ (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in _____ (Item 4 below)
- (d) _____ (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy

Type II School Districts only (N.J.S. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.

RECORDED VOTE
 (insert last name) *Ayer* *Gambell* *Kapfisch* *Johnson* *Stephenson*
 Ayes { Nays { Abstained { Absent {

SUMMARY OF REVENUES

1. General Revenues				
Surplus Anticipated		08-100		1,350,000.00
Miscellaneous Revenues Anticipated		40004-10		7,228,100.00
Receipts From Delinquent Taxes		15-499		1,474,000.00
2. AMOUNT RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)		07-190		14,682,400.00
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY (Item 6, Sheet 42)		07-195		
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)		07-191		
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only				
4. TO BE ADDED TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY: Item 6(b), Sheet 11 (N.J.S. 40A:4-14)		07-191		
Total Revenues				
		40000-10		24,734,500.00

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:		
Within "CAPS"	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
(a & b) Operations Including Contingent	30001-00	17,190,061.57
(c) Deferred Charges and Statutory Expenditures-Municipal	30004-00	770,719.10
(g) Cash Deficit	46-885	
Excluded from "CAPS"	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	60023-00	1,610,893.37
(c) Capital Improvements	60002-00	75,000.00
(d) Municipal Debt Service	60003-00	3,195,925.96
(e) Deferred Charges - Municipal	60024-00	
(f) Judgments	37-480	
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.40:48-17.1 & 17.3)	29-405	
(g) Cash Deficit	46-885	
(k) For Local District School Purposes	60008-00	
(m) RESERVE for Uncollected Taxes	50-899	1,891,900.00
	60010-00	
Total Appropriations	30000-00	24,734,500.00

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 9th July day of 2002. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2002 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me  This 9th day of July, 2002