

WILLINGBORO TOWNSHIP COUNCIL MEETING

AGENDA

January 19th, 2021

To Join Zoom Meeting.

1. Type in address bar: <https://zoom.us>
2. Click "Join Meeting" on the top menu bar
3. Meeting ID: 953 6953 7139
4. Password: 531748

Telephone Users May Dial In:

1-646-558-8656

Password: 531748

7:00PM

Call to order

Flag Salute

Statement

Roll Call

MUNICIPAL UPDATE REPORT

PUBLIC COMMENT **AGENDA ITEMS ONLY**

ORDINANCE

ORD 2021- 1

FIRST READING -AN ORDINANCE AUTHORIZING AMENDMENTS TO THE TOWNSHIP OF WILLINGBORO MUNICIPAL CODE TO ADD A NEW CHAPTER 180, TO BE ENTITLED "FOOD VENDING VEHICLES" AND AMENDING CHAPTER 150 OF THE WILLINGBORO TOWNSHIP MUNICIPAL CODE ENTITLED "FEES"

RESOLUTIONS

Res 2021 – 2

CORRECT: A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR TEMPORARY BUDGET APPROPRIATIONS FOR 2021

Res 2021 – 15

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

Res. 2021 – 16

A RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH FARNSWORTH & SEMPTIMHELTER, LLC MEDICAL BILLINGS FOR THIRD PARTY BILLING SERVICES FOR EMERGENCY MEDICAL SERVICES

WILLINGBORO TOWNSHIP COUNCIL MEETING

AGENDA

January 19th, 2021

Res. 2021 – 17 *A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND VIRTUA HEALTH INC. FOR ADVANCED LIFE SUPPORT SERVICES TRANSPORTATION*

Res 2021 - 18 *RESOLUTION AUTHORIZING THE CANCELLATION OF AGED OUTSTANDING CHECKS*

Res 2021 – 19 *GOVERNOR’S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FISCAL GRANT CYCLE OCTOBER 1, 2020 - JUNE 30, 2021*

Res 2021 -20 *RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE PROFESSIONAL SERVICES CONTRACT WITH PHOENIX ADVISORS, LLC*

Res 2021 -21 *A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AND AUTHORIZING EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS FOR NOT TO EXCEED AMOUNTS AS DETERMINED*

Approval of Raffle Amendment Date - Corpus Christi Church

NEW BUSINESS:

OLD BUSINESS:

PUBLIC COMMENT

COUNCIL COMMENT

Res 2021- 22 *AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL*

ADJOURNMENT

ALL BUSINESS ITEMS ARE TENTATIVE PENDING THE REVIEW AND APPROVAL OF THE LAW DEPARTMENT.

ORDINANCE NO. 2021 - 1

TOWNSHIP OF WILLINGBORO

AN ORDINANCE AUTHORIZING AMENDMENTS TO THE TOWNSHIP OF WILLINGBORO MUNICIPAL CODE TO ADD A NEW CHAPTER 180, TO BE ENTITLED "FOOD VENDING VEHICLES" AND AMENDING CHAPTER 150 OF THE WILLINGBORO TOWNSHIP MUNICIPAL CODE ENTITLED "FEES"

WHEREAS, the Mayor and Council for the Township of Willingboro have performed a full review of the fees listed under Chapter 150, entitled "FEES," and other Chapters of the Willingboro Municipal Code Book.

WHEREAS, the purpose of this Ordinance is to permit Food Vending Vehicles during specified limited times and dates, in the Township of Willingboro ("Township"), and this Ordinance is adopted with the intent to encourage business in the Township and to provide a unique culinary experience in an outdoor setting for Township residents and visitors, while providing standards and regulations for Food Vending Vehicles and the operators of same within the Township.

WHEREAS, the Mayor and Council for the Township now desire to amend said chapter to change some of the requisite fee amounts listed therein and add an additional chapter to the Willingboro Municipal Code Book for Food Vending Vehicles.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and the Council of the Township of Willingboro, County of Burlington and State of New Jersey that the Township of Willingboro Municipal Code Book shall be amended as follows:

***SECTION 1:** The Township of Willingboro Municipal Code Book shall, in pertinent part, be amended to add Chapter 180, entitled "Food Vending Vehicles" as follows:*

Chapter 180: Food Vending Vehicles

- § 180-1 *Definitions.*
- § 180-2 *License and permit required.*
- § 180-3 *Fees.*

- § 180-4 *Display of license and other requirements.*
- § 180-5 *Violations and penalties.*

§ 180-1 *Definitions.*

As used in this Chapter, the following terms shall have the meanings indicated:

FOOD VENDING VEHICLE

Includes all vehicles and carts from which food and foodstuffs are offered for retail sale or delivery to consumers or other persons on the public sidewalk, streets, and highways, also including peddlers and hawkers within the scope of Chapter 257.

§180-2 *License and Permit required.*

- A. *No person shall offer any food for sale from a Food Vending Vehicle in the Township without first obtaining a license therefor from the Burlington County Health Department, and providing a copy of same to the Township Clerk, and a permit from the Township as set forth herein.*
- B. *Any person offering any food for sale from a Food Vending Vehicle in the Township pursuant to a license therefor from the Burlington County Health Department. Every such person shall further be required to present to the Township a certificate of registration from the Director of the Division of Taxation of the New Jersey Department of Treasury. Finally, every such person who possessed a license during the preceding year shall present proof to the Township of payment of New Jersey sales tax required pursuant to N.J.S.A. 54:32B-1, et seq.*
- C. *All persons operating a Food Vending Vehicle must have a valid New Jersey Driver's License or a valid Driver's License from another state in the United States.*
- D. *Any person offering any food for sale from a Food Vending Vehicle in the Township pursuant to a license therefor from the Burlington County Health Department shall cause to be furnished to the Township:*
 - 1. *A description of the vending unit, including three photographs representing a side view, a frontal view and rear view.*
 - 2. *If a motor vehicle, as defined under N.J.S.A. 39:1-1, is to be utilized as the vending unit, the applicant shall provide the following:*
 - (a) *Vehicle model.*
 - (b) *Vehicle registration number.*
 - (c) *License plate number.*
 - (d) *Proof of motor vehicle liability insurance coverage equal to or greater than the amounts required of a New Jersey motor vehicle, as prescribed*

- E. *A Food Vending Vehicle license and permit issued under this chapter shall not be assignable nor transferable and may be used only in the operation of the vending vehicle described in the application.*

§180-3 Fees.

The fees to be collected by the Township Clerk for the permit for operation of a Food Vending Vehicle in the Township are set forth in Chapter 150 of the Township Municipal Code.

§180-4 Display of permit and license and other requirements

- A. *Any person offering any food for sale from a Food Vending Vehicle in the Township pursuant to a license therefor from the Burlington County Health Department and the permit issued by the Township pursuant to this Ordinance shall post such permit and license in a conspicuous place on the Food Vending Vehicle.*
- B. *Clean-up and removal of litter generated by the Food Vending Vehicle and its patrons shall be the responsibility of the Food Vending Vehicle owner/operator.*
- C. *All food items must be approved for sale by the Burlington County Health Department and shall be prepared according to Burlington County Health Department specifications and in accordance with N.J.A.C. 8:24, et seq.*
- D. *All machinery used in the preparation of food items must be approved by the Burlington County Health Department All vehicles must be equipped with an inverter generator for noise control, with a maximum decibel rating to be established by the Township Manager or the Manager's designee and periodically updated based on experience with Food Vending Vehicles in the Township.*
- E. *All products sold, disposed of or offered for sale under this article shall comply with all state laws and ordinances of the Township relating to food and food products.*
- F. *The hours of operation for Food Vending Vehicles subject to the provisions of this chapter shall not be earlier than 10:00 a.m. and no later than 9:00 p.m. the same day, and only on days specified by the Township Manager pursuant to the permit issued pursuant to Section H of this chapter.*
- G. *The sale or attempted sale of goods from a Food Vending Vehicle shall be prohibited except in areas permitted and specified by the Township Manager, or his or her designee, pursuant to the permit issued pursuant to Section H of this chapter. In no event shall a Food Vending Vehicle be located on a residential street or on a portion of a sidewalk or roadway abutting a restaurant or food licensee within the Township.*

H. *The Township Manager, or his or her designee, shall establish the dates, hours of operation and permitted location of all Food Vending Vehicles in the permit issued pursuant to this Chapter, and subject to the following conditions:*

- a. *The maximum number of Food Vending Vehicles to be permitted at any one time or event in the Township shall be [REDACTED]. The Township Manager, or his or her designee shall have the authority to amend the number of permissible Food Vending Vehicles on a case by case basis, and each Food Vending Vehicle shall serve a different variety of food;*
- b. *In the event that more Food Vending Vehicle operators seek to apply for a permit on a day than permitted by the Township Manager in subsection (b) above, or if more than one operator offering the same variety of food seeks to apply for a permit, the Township shall maintain a rotating list of Food Vending Vehicles, and permits shall be issued on a rotating basis, provided that any food vending operator violating any term, condition or provision of this Chapter shall thereafter be prohibited from applying for a permit.*

§180-5 *Violations and penalties.*

- A. *Any person who violates any provisions of this chapter shall, upon conviction thereof, be punished by a fine of not less than \$100.00 and not exceeding \$1,000.00, by imprisonment for a term not exceeding 90 days or by a period of community service not for more than 90 days, or any combination thereof. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.*
- B. *In addition to the penalties set forth herein, any person operating a Food Vendor Vehicle or cart who violates any provisions of this Chapter, or applicable provisions of Chapter 24 of the New Jersey State Sanitary Code, the Food Vending Vehicle shall be deemed a public safety hazard by the Township. Accordingly, in the instance of such violation, the Food Vending Vehicle in question may be impounded (and, in the instance of an operator not bearing the required license, shall be impounded) by either the Willingboro Township Police Department or Burlington County Health Department. In the event that any such vehicle is impounded, the Food Vending Vehicle may be redeemed by the person upon payment of the cost of impounding and any applicable storage charges. The said storage charge and cost of impounding shall be the same as are established for the impounding of motor vehicles.*

SECTION 2: *Chapter 150, entitled “FEES,” of the Township of Willingboro Municipal*

Code Book shall, in pertinent part, be amended as follows:

NOTE: *Deletions have been ~~struck through~~ and additions in italics. Large portions of text which are unchanged by this ordinance have been removed and indicated via "..."*

§150-1 ***General regulations and procedures.***

....

§150-18 ***Food Vending Vehicle Fees***

A. *The annual operating permit fee for owners/operators of Food Vending Vehicles shall be \$50.00 per Food Vending Vehicle, payable to the Township Clerk.*

OR

B. *The daily operating permit fee for owners/operators of Food Vending Vehicles shall be \$20.00 per day per Food Vending Vehicle, payable to the Township Clerk.*

SECTION 3: *All Township ordinances inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistencies; and*

SECTION 4: *In the event that any section paragraph, clause phrase, term, provision or part of this Ordinance shall be adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph, clause, term, provision or part thereof directly involved in the controversy in such judgment shall be rendered; and*

SECTION 5: *This Ordinance shall take effect immediately upon final passage and publication as provided by law.*

First Reading:

<i>Councilmember</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>Nay</i>	<i>Recuse</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>							
<i>Councilwoman Perrone</i>							
<i>Councilwoman Whitfield</i>							
<i>Deputy Mayor McIntosh</i>							
<i>Mayor Worthy</i>							

Second Reading:

<i>Councilmember</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>Nay</i>	<i>Recuse</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>							
<i>Councilwoman Perrone</i>							
<i>Councilwoman Whitfield</i>							
<i>Deputy Mayor McIntosh</i>							
<i>Mayor Worthy</i>							

Dr. Tiffani A. Worthy, Mayor

Attest:

Brenda Bligen, MBA
Acting Township Clerk

RESOLUTION NO. 2021-2

**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
WILLINGBORO PROVIDING FOR TEMPORARY BUDGET
APPROPRIATIONS FOR 2021**

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

WHEREAS, this temporary budget must be adopted prior to January 31, 2021 for the purposes required therein; and

2021 *WHEREAS, it has been determined that 26.25% of the total appropriations in the 2020 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 2020 budget is the sum of \$12,949,073.71* *2021* *13,219,249.72*

***NOW THEREFORE, BE IT RESOLVED,** by the Township Council of the Township of Willingboro, assembled in Reorganization session this 1st day of January, 2021 at the Municipal Building, 1 Rev. Dr. M.L. King Jr. Dr., Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of the Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.*

<i>Description</i>	<i>Adopted Budget</i>	<i>2021</i> <i>2020 Temp Budget</i>
<i>TOWN MANAGER Salary & Wages</i>	<i>312,743.55</i>	<i>82,095.18</i>
<i>TOWN MANAGER OTHER EXPENSES:</i>	<i>8,000.00</i>	<i>2,100.00</i>
<i>PURCHASING Salary & Wages</i>	<i>84,237.98</i>	<i>22,112.47</i>
<i>PURCHASING OTHER EXPENSES:</i>	<i>191,450.00</i>	<i>50,255.63</i>
<i>GENERAL GOV TECHNOLOGY Salary & Wages</i>	<i>464,544.13</i>	<i>121,942.83</i>
<i>GENERAL GOV TECHNOLOGY PT</i>	<i>260,000.00</i>	<i>68,250.00</i>
<i>TECHNOLOGY OTHER EXPENSES:</i>	<i>163,100.00</i>	<i>42,813.75</i>
<i>HUMAN RESOURCE Salary & Wages</i>	<i>216,077.49</i>	<i>56,720.34</i>
<i>HUMAN RESOURCE OTHER EXPENSES:</i>	<i>8,800.00</i>	<i>2,310.00</i>
<i>TOWN COUNCIL Salary & Wages</i>	<i>87,142.81</i>	<i>22,874.99</i>
<i>TOWN COUNCIL OTHER EXPENSES:</i>	<i>120,100.00</i>	<i>31,526.25</i>
<i>TOWNSHIP CLERK Salary & Wages</i>	<i>291,855.17</i>	<i>76,611.98</i>
<i>TOWNSHIP CLERK OTHER EXPENSES:</i>	<i>22,500.00</i>	<i>5,906.25</i>

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<i>TOWNSHIP REGISTRAR OTHER EXPENSES:</i>	<i>1,750.00</i>	<i>459.38</i>
<i>FINANCE ADMIN Salary & Wages</i>	<i>368,586.43</i>	<i>96,753.94</i>
<i>FINANCE ADMIN OTHER EXPENSES:</i>	<i>119,800.00</i>	<i>31,447.50</i>
<i>AUDIT SERVICES Auditor</i>	<i>80,000</i>	<i>21,000.00</i>
<i>AUDIT SERVICES MISC.</i>	<i>2,000.00</i>	<i>525.00</i>
<i>TAX COLLECTION Salary & Wages</i>	<i>223,270.13</i>	<i>58,608.41</i>
<i>TAX COLLECTION OTHER EXPENSES:</i>	<i>11,050.00</i>	<i>2,900.63</i>
<i>TAX ASSESSMENT Salary & Wages</i>	<i>175,989.39</i>	<i>46,197.21</i>
<i>TAX ASSESSMENT OTHER EXPENSES:</i>	<i>30,050.00</i>	<i>7,888.13</i>
<i>TWP ATTORNEY OTHER EXPENSES:</i>	<i>570,000.00</i>	<i>149,625.00</i>
<i>ENGINEER COSTS Engineer Serv</i>	<i>75,000.00</i>	<i>19,687.50</i>
<i>PLANNING BOARD OTHER EXPENSES:</i>	<i>11,200.00</i>	<i>2,940.00</i>
<i>ZONING BOARD OTHER EXPENSES:</i>	<i>4,200.00</i>	<i>1,102.50</i>
<i>CONST OFFICIAL Salary & Wages</i>	<i>310,604.93</i>	<i>81,533.79</i>
<i>CONST OFFICIAL OTHER EXPENSES:</i>	<i>66,100.00</i>	<i>17,351.25</i>
<i>HOUSING INSPEC Salary & Wages</i>	<i>647,730.79</i>	<i>170,029.33</i>
<i>HOUSING INSPEC PT</i>	<i>20,000.00</i>	<i>5,250.00</i>
<i>LIABILITY INS. OTHER EXPENSES:</i>		
<i>Burlington Mun Jt Insurance</i>	<i>1,277,112.37</i>	<i>605,418.00</i>
<i>EMPLOYEE GROUP OTHER EXPENSES:</i>		
<i>Group Health Insurance</i>	<i>3,096,675.96</i>	<i>812,877.44</i>
<i>Insurance Buyback</i>	<i>113,000.00</i>	<i>29,662.50</i>

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<i>Unemployment Insurance</i>	60,000.00	15,750.00
PUBLIC SAFETY		
<i>ADMINISTRATION Salary & Wages</i>	212,885.74	55,882.51
<i>ADMINISTRATION OTHER EXPENSES:</i>	74,600.00	19,582.50
<i>PATROL Salary & Wages</i>	5,670,468.73	1,488,498.04
<i>PATROL Overtime</i>	110,000.00	28,875.00
<i>PATROL Special Pays</i>	108,500.00	28,481.25
<i>PATROL Clothing & Cleaning</i>	64,000.00	16,800.00
<i>PATROL OTHER EXPENSES:</i>	5,150.00	1,351.88
<i>K-9 EXPENSES</i>	9,000.00	2,362.50
<i>SPECIAL OFFICERS PT</i>	50,000.00	13,125.00
<i>SPECIAL OFFICERS Clothing</i>		
<i>DETECTIVES Salary & Wages</i>	1,355,404.46	355,793.67
<i>DETECTIVES Overtime</i>	50,000.00	13,125.00
<i>DETECTIVES Clothing</i>	19,000.00	4,987.50
<i>DETECTIVES OTHER EXPENSES:</i>	7,250.00	1,903.13
<i>CRIME PREVENTION Salary & Wages</i>	197,098.26	51,738.29
<i>PROPERTY ID Salary & Wages</i>	35,000.00	9,187.50
<i>STAFF SERVICES Salary & Wages</i>	364,800.12	95,760.03
<i>STAFF SERVICES Overtime</i>	2,000.00	525.00
<i>STAFF SERVICES OTHER EXPENSES:</i>	431,050.00	113,150.63
<i>TRAFFIC GUARDS Salary & Wages</i>	761,459.86	199,883.21
<i>TRAFFIC GUARDS OTHER EXPENSES:</i>	1,000.00	262.50
<i>EMERGENCY MGMT OTHER EXPENSES:</i>	11,500.00	3,018.75

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<i>EMS Salary & Wages</i>	415,000.00	108,937.50
<i>EMS OTHER EXPENSES:</i>	75,500.00	19,818.75
<i>FIRE DEPT Salary & Wages</i>	2,209,043.35	579,873.88
<i>FIRE DEPT OTHER EXPENSES:</i>	235,700.00	61,871.25
<i>PROSECUTOR Contractual</i>	45,000.00	11,812.50
<i>PW ADMIN Salary & Wages</i>	218,261.91	57,293.75
<i>STREETS & ROADS Salary & Wages</i>	1,530,182.93	401,673.02
<i>STREETS & ROADS OTHER EXPENSES:</i>	250,500.00	65,756.25
<i>SNOW REMOVAL Overtime</i>	7,601.00	1,995.26
<i>SNOW REMOVAL OTHER EXPENSES:</i>	1.00	0.26
<i>STORM WATER Salary & Wages</i>		
<i>STORM WATER OTHER EXPENSES:</i>	95,100.00	24,963.75
<i>PUBLIC WORKS- PARKS Salary & Wages</i>	411,416.33	107,996.79
<i>RECYCLING OTHER EXPENSES:</i>	1,000.00	262.50
<i>Garbage & Trash - Contractual</i>	909,470.00	238,735.88
<i>BUILDING & GRD Salary & Wages</i>	224,001.88	58,800.49
<i>BUILDING & GRD OE</i>	704,600.00	184,957.50
<i>ANIMAL CONTROL Salary & Wages</i>	88,825.91	23,316.80
<i>ANIMAL CONTROL OTHER EXPENSES:</i>	13,300.00	3,491.25
<i>OFF. ON AGING Salary & Wages</i>	369,418.99	96,972.48
<i>OFF. ON AGING PT</i>	74,000.00	19,425.00
<i>OFF. ON AGING OTHER EXPENSES:</i>	115,720.00	30,376.50
<i>Shelter for Abused Women</i>	25,000.00	6,562.50

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<i>RECR SERV&PROG Salary & Wages</i>	663,780.81	174,242.46
<i>RECR SERV&PROG OTHER EXPENSES:</i>	46,500.00	12,206.25
<i>LIBRARY Contractual</i>	1,192,500.00	313,031.25
<i>Accumulated Leave Compensation</i>	105,000.00	27,562.50
<i>Sick Leave Inc</i>	5,100.00	1,338.75
<i>FIREMAN-Length of Service Awd.</i>	20,000.00	5,250.00
<i>UTILITIES</i>		
<i>ELECTRICITY OTHER EXPENSES:</i>	350,500.00	92,006.25
<i>STREET LIGHT OTHER EXPENSES:</i>	470,000.00	123,375.00
<i>TELEPHONE OTHER EXPENSES:</i>	402,100.00	105,551.25
<i>WATER OTHER EXPENSES:</i>	15,000.00	3,937.50
<i>NATURAL GAS OTHER EXPENSES:</i>	25,000.00	6,562.50
<i>GASOLINE OTHER EXPENSES:</i>	210,000.00	55,125.00
<i>LANDFILL/WASTE landfill cost</i>	1,253,690.00	329,093.63
<i>PERS OTHER EXPENSES:</i>	1,020,870.00	1,026,940.00
<i>SOCIAL SECURIT OTHER EXPENSES:</i>	1,464,549.62	384,444.28
<i>DCRP PENSION</i>	10,000.00	2,625.00
<i>PFRS OTHER EXPENSES:</i>	2,602,519.00	2,772,202.00
<i>JUDGEMENTS OTHER EXPENSES:</i>	90,000.00	23,625.00
<i>State & Federal Grants</i>	1,156,831.34	303,668.23
<i>MUN.COURT Salary & Wages</i>	288,649.35	75,770.45
<i>MUN.COURT OTHER EXPENSES:</i>	14,100.00	3,701.25
<i>PUBLIC DEFENDER OTHER EXPENSES;</i>	20,100.00	5,276.25
<i>Capital Improvement Fund</i>	85,000.00	22,312.50

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BOND PRINCIPAL	4,059,996.60	1,065,749.11
BOND INTEREST	1,294,057.59	339,690.12

Reserve For Uncollected Taxes	3,533,674.09	927,589.45
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FINAL TOTALS	47,453,000.00	15,574,590.89
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Debt Service, CIF, RUT		15,574,590.89
		2,355,341.17
		13,219,249.72

Dr. Tiffani Worthy
Mayor

Brenda Bligen, MBA
Acting Township Clerk

Recorded vote/Motion (M)/2nd	Yea/No	Abstain/Absent
Councilman Anderson M	YES	
Councilwoman Perrone	YES	
Councilwoman Whitfield	YES	
Deputy Mayor McIntosh	YES	
Mayor Worthy 2ND	YES	

RESOLUTION NO. 2021—15

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

WHEREAS, vacancies exist on various Township Boards and commissions; and

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Public Sessions this 19TH day of January, 2021, that the attached lists represent the Council appointments to the various Township Boards and/or Commissions; and

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

*Dr. Tiffani A. Worthy
Mayor*

Attest:

*Brenda Bligen, MBA
Acting Township Clerk*

<i>Recorded Vote</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>						
<i>Councilwoman Perrone</i>						
<i>Councilwoman Whitfield</i>						
<i>Deputy Mayor McIntosh</i>						
<i>Mayor Worthy</i>						

A RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH FARNSWORTH & SEMPTIMHELTER LLC MEDICAL BILLINGS FORTHIRD PARTY BILLING SERVICES FOR EMERGENCY MEDICAL SERVICES

WHEREAS, on February 5, 2019 by Resolution 2019-29 the Township Council of the Township of Willingboro awarded and authorized a two (2) year contract to Farnsworth & Semptimphelter, LLC for Third Party Billing Services for Emergency Medical Services, pursuant to local public contracts law, N.J.S.A. 4A: 11-1, et seq., and

WHEREAS, N.J.S.A. 40A:11-15 authorizes an extension of the term of a contract for two one year extensions or one two year extension, where the statutory length of the contract is for three years or less; and

WHEREAS, there has continued to be a need for the services contracted and to recover the Emergency Medical Services costs utilizing third party billing services; and

WHEREAS, the Township Council finds that the services are being performed in an effective and efficient manner; and

WHEREAS, the term of the contract, as extended, shall not exceed five years; and

WHEREAS, any price change included as part of the extension shall be based upon the price of the original contract as cumulatively adjusted, and shall not exceed the change in the index rate for 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and

WHEREAS, the terms and conditions of the contract shall remain substantially the same; and

WHEREAS, the Township Council has determined that it is in the best interest of the Township to extend the contract with Farnsworth & Semptimphelter, LLC for two years from m March 1, 2021.

NOW, THEREFORE, BE IT RESOLVED THAT the Township Council of the Township of Willingboro; assembled in public session on this 19th day, January 2021, that the contract with Farnsworth & Semptimphelter, LLC, 692 Main Street, P.O. Box 467, Lumberton, New Jersey, 08048 for third party Billing Services for Emergency Medical Services is hereby extended for the period of two years from March 1, 2021 to February 28, 2023.

RESOLUTION NO. 2021- 16

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to the Finance Director, Chief Anthony Burnett, and Farnsworth & Semptimphelter, LLC.

Dr. Tiffani A. Worthy
Mayor

Brenda Bligen, MBA
Acting Township Clerk

<i>Recorded Vote</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>						
<i>Councilwoman Perrone</i>						
<i>Councilwoman Whitfield</i>						
<i>Deputy Mayor McIntosh</i>						
<i>Mayor Worthy</i>						

A RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH FARNSWORTH & SEMPTIMHELTER LLC MEDICAL BILLINGS FORTHIRD PARTY BILLING SERVICES FOR EMERGENCY MEDICAL SERVICES

WHEREAS, on February 5, 2019 by Resolution 2019-29 the Township Council of the Township of Willingboro awarded and authorized a two (2) year contract to Farnsworth & Semptimphelter, LLC for Third Party Billing Services for Emergency Medical Services, pursuant to local public contracts law, N.J.S.A. 4A: 11-1, et seq., and

WHEREAS, N.J.S.A. 40A:11-15 authorizes an extension of the term of a contract for two one year extensions or one two year extension, where the statutory length of the contract is for three years or less; and

WHEREAS, there has continued to be a need for the services contracted and to recover the Emergency Medical Services costs utilizing third party billing services; and

WHEREAS, the Township Council finds that the services are being performed in an effective and efficient manner; and

WHEREAS, the term of the contract, as extended, shall not exceed five years; and

WHEREAS, any price change included as part of the extension shall be based upon the price of the original contract as cumulatively adjusted, and shall not exceed the change in the index rate for 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and

WHEREAS, the terms and conditions of the contract shall remain substantially the same; and

WHEREAS, the Township Council has determined that it is in the best interest of the Township to extend the contract with Farnsworth & Semptimphelter, LLC for two years from m March 1, 2021.

NOW, THEREFORE, BE IT RESOLVED THAT *the Township Council of the Township of Willingboro; assembled in public session on this 19th day, January 2021, that the contract with Farnsworth & Semptimphelter, LLC, 692 Main Street, P.O. Box 467, Lumberton, New Jersey, 08048 for third party Billing Services for Emergency Medical Services is hereby extended for the period of two years from March 1, 2021 to February 28, 2023.*

RESOLUTION NO. 2021- 16

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to the Finance Director, Chief Anthony Burnett, and Farnsworth & Semptimphelter, LLC.

Dr. Tiffani A. Worthy
Mayor

Brenda Bligen, MBA
Acting Township Clerk

<i>Recorded Vote</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>						
<i>Councilwoman Perrone</i>						
<i>Councilwoman Whitfield</i>						
<i>Deputy Mayor McIntosh</i>						
<i>Mayor Worthy</i>						

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN WILLINGBORO TOWNSHIP AND VIRTUA HEALTH INC. FOR ADVANCED LIFE SUPPORT SERVICES TRANSPORTATION

WHEREAS, the Township of Willingboro provides Basic Life Support services and transportation to its residents and others in specific situations; and

WHEREAS, the Township has a need to provide Advanced Life Support Services (ALS) transportation to its residents and others in specific situations; and

WHEREAS, Virtua Health Inc. is the only provider licensed by the State of New Jersey to provide Advanced Life Support services (Mobile Intensive Care MICU) in Burlington County.

WHEREAS, the Mobile Intensive Care units in Burlington County do not have a transport vehicle (ambulance) and therefore rely upon the agencies or municipalities to transport patients to local area hospitals while they provide the crew for that particular agency's ambulance.

WHEREAS, the Township of Willingboro finds that it is in the best interest of the Township to enter into an Agreement with Virtua Health Inc. for the transportation of individuals requiring advanced life support emergency medical transportation services effective February 1, 2021; and

WHEREAS, the federal government permits only one agency to submit a combined bill for their services when Medicare and Medicaid patients are involved; and

WHEREAS, by this agreement Virtua Health, Inc., agrees to compensate the transporting agency a designated fee for the transport when a patient who is covered by Medicare and Medicaid insurances, and is rendered treatment by the Virtua Mobile Intensive Care Unit personnel.

WHEREAS, the purpose of this agreement is only for billing purposes that deal with Medicaid and Medicare patients and all other insurances are billed by both Basic Life Support and Advanced Life Support agencies.

WHEREAS, in order to provide the advanced life support services, the Township of Willingboro intends to enter into the Transport Agreement between the Township of Willingboro and Virtua Health Inc. for a period of one (1) year, effective February 1, 2021 and terminating January 31, 2022; and

WHEREAS, the Township Council finds that the health, safety, and welfare of the residents of the Township of Willingboro will benefit from Willingboro entering into a Transport Agreement with Virtua Health Inc. for one year.

RESOLUTION NO. 2021 - 17

NOW, THEREFORE BE IT RESOLVED on this 19th day of January 2021 in open public session that the Mayor and Clerk are hereby authorized to execute the Transport Agreement between Willingboro Township & Virtua Health, Inc. attached hereto.

Dr. Tiffani A. Worthy
Mayor

Brenda Bligen, MBA
Acting Township Clerk

<i>Recorded Vote</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>						
<i>Councilwoman Perrone</i>						
<i>Councilwoman Whitfield</i>						
<i>Deputy Mayor McIntosh</i>						
<i>Mayor Worthy</i>						

RESOLUTION 2021-17

TRANSPORT BILLING AGREEMENT

This Transport Billing Agreement ("Agreement") is entered into on this 1st day of February 2021 ("Effective Date"), by and between Virtua Health, Inc., a non-profit corporation with its corporate offices located at 303 Lippincott Drive, 4th Floor, Marlton NJ 08053, on behalf of its hospital affiliates, Virtua-Memorial Hospital Burlington County, Inc. and Virtua-West Jersey Health System, Inc. (collectively, "Virtua"), and Willingboro Township EMS, a [non-profit/for profit] organization, with its principal place of business located at 398 Charleston Road, Willingboro, New Jersey 08046 ("Supplier"). Virtua and Supplier may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Supplier provides Basic Life Support Services and transportation to meet the needs of the New Jersey residents and others within the boundaries of Willingboro Township EMS and all areas served by Willingboro Township EMS. (the "Region");

WHEREAS, Supplier provides emergency transport for patients to various hospitals in the Region for specified fees;

WHEREAS, Supplier is appropriately and currently licensed by the New Jersey Department of Health pursuant to N.J.A.C. 8:40 et seq.;

WHEREAS, Supplier and Virtua are both properly enrolled as providers in the Medicare and Medicaid programs by the Centers for Medicare & Medicaid Services ("CMS");

WHEREAS, Supplier has a need to provide Advanced Life Support Services to its residents and others in specific situations in the Region;

WHEREAS, Virtua is a provider of such Advanced Life Support Services in the Region;

WHEREAS, Supplier has expressed a desire for Virtua to provide it with Advanced Life Support Services as set forth herein; and

WHEREAS, the health, safety and welfare of the residents of the Region will benefit from Supplier and Virtua entering into this mutual agreement;

NOW, THEREFORE in consideration of the mutual promises and understandings contained herein, the parties hereto covenant and agree as follows:

1. **TERM**: This Agreement shall be for a period of one-year beginning on the Effective Date and ending January 31, 2022. This Agreement may only be amended, postponed or terminated by a writing signed by both Parties.

RESOLUTION 2021-17

2. SERVICES: Virtua and Supplier are deemed to have the status of independent contractors and nothing in this Agreement is intended to, nor shall it be construed to, make the Parties joint ventures or make either Party an agent of the other or responsible for the other's debts.
3. INSURANCE AND LIABILITY: Virtua shall supply to Supplier proof of insurance which would cover any and all injuries to Virtua personnel in the performance of the duties under this Agreement. This includes but is not limited to professional liability and workers' compensation coverage. The Supplier represents and warrants that its personnel and vehicles are insured with appropriate liability, workers' compensation, medical/professional liability and motor vehicle insurance. A Certificate of Insurance shall be provided to either Party upon request by the other Party.
4. COMPENSATION: Virtua agrees to pay Supplier the sum of \$ 411.87 for each patient who is covered by Medicare and \$ 70.00 for each patient who is covered by Medicaid, which shall be based on the then-current Medicare/Medicaid allowable rate ("Fee"). Supplier agrees to accept the Fee as its payment in full in connection with all patients who are rendered treatment by the Virtua Mobile Intensive Care Unit personnel and transported by the Supplier's ambulance vehicle.

Should this Fee change by law during the course of this Agreement, the compensation will be adjusted accordingly through a written amendment signed by both Parties.

- a. Virtua will submit only one combined bill to either the Medicare and/or Medicaid Programs. Virtua will submit these claims to the Part B fiscal intermediary, Highmark Medicare Services, PO Box 3305, Mechanicsburg, PA 17055-1840.
- b. Virtua shall submit the combined bill to the Medicare and/or Medicaid Programs for all BLS and Virtua ACLS services, including where Virtua provides examination and/or treatment but does not participate in the transport of the patient.
- c. Supplier acknowledges and agrees that payment by Virtua of the Fee discharges the liability of the patient or any other person to pay for the Supplier's services provided pursuant to this Agreement, and that Supplier shall not bill any patient, financially responsible party, insurer, or third party payor, including Medicare or Medicaid, for any transports described in this Agreement.
- d. The Parties agree that the Fee is a product of bona fide, arm's length negotiations, and to the best of their knowledge, is commercially reasonable and is consistent with fair market value without taking into account — in the aggregate or otherwise — the volume or value of

RESOLUTION 2021-17

referrals or other business generated between and among the Parties or their affiliates.

5. PAYMENT: Virtua shall pay Supplier within thirty (30) days of submission of the payment/patient run list.
6. DEFAULT AND REMEDY: In case of a breach of this Agreement, the non-breaching Party shall deliver to the breaching Party, in writing, the grounds for believing that there has been a breach and the breaching Party shall have thirty (30) days to answer and cure such breach. If the breach is not adequately cured within that time, the non-breaching Party shall have the option of declaring this Agreement terminated. All services provided by the Parties prior to such termination must be compensated according to the terms of the Agreement up to the time of termination. All services to be provided to Virtua by the Supplier must be delivered until the date of termination.
7. SUPPLIER'S SERVICES: The Supplier shall provide those Basic Life Support Services necessary to transport individuals in need of Advanced Life Support care. This shall include the provision of trained Emergency Medical Technician personnel ("EMTs"), capable of providing emergency medical help, as well as equipment and vehicles to transport patients. The Supplier shall ensure that all vehicles and medical equipment contained therein shall meet the requirements of all applicable federal, state and local laws, regulations and licensure standards. In addition, all of Supplier's EMT personnel shall be licensed or certified in accordance with the requirements of the State of New Jersey and will be oriented to and familiar with the operation of all equipment, appropriate to their level of certification or licensure. All Supplier staff operating ambulance units will possess a valid driver's license and have a satisfactory driving record.

Supplier shall provide Virtua with documentation as to the nature and amount of calls received and necessary information about the patients to enable Virtua to properly bill the appropriate payor as well as any other reasonable information or documentation as may be requested by Virtua.

Supplier shall also provide for a cooperative effort from the Farnsworth & Semptimphelter billing service and the Virtua Health Mobile Intensive Care Unit billing office.

8. VIRTUA'S SERVICES: Virtua shall provide Advanced Life Support personnel, when appropriate, who are duly qualified, trained, certified and affiliated to provide such services in accordance with the New Jersey State Department of Health and the Office of Emergency Medical Services regulations. These personnel shall provide care under the Virtua Health Mobile Intensive Care Unit Program, consistent with the Program's applicable policies and procedures. Supplier acknowledges and agrees that Virtua's Advanced Life Support personnel shall exercise professional responsibility over the Advanced Life Support Services being provided to patients, including examination and treatment prior to transport, in lieu of transport, or being transported by Supplier under

RESOLUTION 2021-17

this Agreement, and that any of Supplier's personnel involved in the transport of such patients shall defer to Virtua's Advanced Life Support personnel in all matters related to the care of such patients during the transport.

Virtua shall submit the combined bill on behalf of Supplier and Virtua for all encounters where Virtua provides ACLS services, including those that do not involve transport by Virtua ACLS personnel

9. OTHER AGREEMENTS: Virtua and the Supplier represent that no other agreement, oral or written, except as attached to or specifically incorporated into this Agreement exists between the Parties. The provisions of the Agreement will govern the relationship between Virtua and the Supplier.
10. JURISDICTION: This Agreement is made and shall be governed by the laws of the State of New Jersey.
11. REGULATORY CHANGES: The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
12. NO REFERRALS: Nothing in this Agreement shall be construed to require either Party or their respective representatives to make or admit referrals to or from the other Party or otherwise generate business between the Parties. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark law), and all other Federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.
13. NO EXCLUSIONS: Each Party represents to the other that as of the Effective Date and during the term of this Agreement that it (i) is not excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"), (ii) is not convicted of a criminal offense

RESOLUTION 2021-17

related to the provision of health care items or services, and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term. Either Party shall immediately notify the other of any change in the status of the representation and warranty set forth herein. Any breach of this representation and warranty shall give the other Party the right to terminate the Agreement immediately for cause.

In witness whereof, the Parties to this Agreement have executed this Agreement on the Effective Date.

ATTEST:

VIRTUA HEALTH, INC.

BY: _____

ATTEST:

SUPPLIER

BY: _____

RESOLUTION 2021 - 18

RESOLUTION AUTHORIZING THE CANCELLATION OF AGED OUTSTANDING CHECKS

WHEREAS, there exist certain prior years outstanding checks on the bank reconciliations of the Township of Willingboro; and

WHEREAS, it has been determined that these checks are more than one year old and should be cancelled; and

WHEREAS, Township Council has determined that it is in the best interest of the Township to cancel outstanding checks that are more than one year old.

NOW, THEREFORE, BE IT RESOLVED, on this 19TH day of January 2021, in open public session by the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey that the outstanding checks identified in the memorandum of the Willingboro Municipal Court Administrator Luisa Deleon to the Finance Department dated 31, 2020 that is attached hereto, shall be cancelled.

Dr. Tiffani A. Worthy
Mayor

Brenda Bligen, MBA
Acting Township Clerk

<i>Recorded Vote</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>						
<i>Councilwoman Perrone</i>						
<i>Councilwoman Whitfield</i>						
<i>Deputy Mayor McIntosh</i>						
<i>Mayor Worthy</i>						

RESOLUTION 2021- 18
Willingboro Twp. Municipal Court
Outstanding checks
Bail Account

Check #	Date	Beneficiary	Amount
50270			150.00
51600			150.00
51601			150.00
51714			96.00
51717			11.00
51735			11.00
51818			11.00
51985	10/10/2019	Delena Kirby	400.00

RESOLUTION 2021- 18
Willingboro Twp. Municipal Court
Outstanding checks
General Account

Check #	Date	Beneficiary	Amount
5422		Unknown	1.00
5455	8/7/2012	Jacki Bivins	22.00
5472	10/17/2017	Clayton Long	1.00
5494	1/8/2018	Donald Applegate 3rd.	165.28
5516	4/9/2018	Johnie Lloyd	6.50
5587	4/8/2019	Ralph Bristol	1.00
50008	8/12/2019	Brandy Houston	35.00

RESOLUTION 2021-19

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle October 1, 2020 - June 30, 2021

FORM 1B

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Township of Willingboro Council of the Township of Willingboro of, County of Burlington, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Township of Willingboro Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township of Willingboro Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Burlington;

NOW, THEREFORE, BE IT RESOLVED by the Township of Willingboro of Township of Willingboro, County of Burlington, State of New Jersey hereby recognizes the following:

1. The Township of Willingboro Council does hereby authorize submission of a strategic plan for the Municipal Alliance grant for October 1, 2020 – June 30 2021 in the amount of:

DEDR	\$ <u>6084.00</u>
Cash Match	\$ <u>521.00</u>
In-Kind	\$ <u>4563.01</u>

RESOLUTION 2021-19

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle October 1, 2020 - June 30, 2021

- The Township of Willingboro Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Dr. Tiffani Worthy
Mayor

CERTIFICATION

I, Brenda Bligen, Municipal Clerk of the Township of Willingboro of Burlington, County of Township of Willingboro, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township of Willingboro Council on this 19th day of January, 2021 .

Brenda Bligen, MBA
Acting Municipal Clerk

<i>Recorded Vote</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>						
<i>Councilwoman Perrone</i>						
<i>Councilwoman Whitfield</i>						
<i>Deputy Mayor McIntosh</i>						
<i>Mayor Worthy</i>						

RESOLUTION 2021-19
 Governor's Council on Alcoholism and Drug Abuse
 Fiscal Grant Cycle July 2020-June 2025

FOR COUNTY USE ONLY
Approved: _____ YES _____ NO
Date: _____

FORM 1A

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: FY2021 Alliance Tier 1

APPLICANT MUNICIPALITY/IES: Willingboro	COUNTY: Burlington
ALLIANCE NAME: Willingboro Municipal Alliance	ALLIANCE WEBSITE:
ALLIANCE STREET ADDRESS: TOWN: Willingboro STATE: NJ ZIP: 08060	
TELEPHONE: () Ext.	FAX: (609) 877-7352
ALLIANCE CHAIRPERSON: Staci Burns STREET ADDRESS: 200 Campbell Drive TOWN: Willingboro STATE: NJ ZIP: 08046 EMAIL: staci@gofletchersolutions	ALLIANCE COORDINATOR: : Staci Burns STREET ADDRESS: 200 Campbell Drive TOWN: Willingboro STATE: NJ ZIP: 08046 EMAIL: staci@gofletchersolutions
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): 01 /19 / 2021	

- | | |
|---|---------------------|
| A) Alliance DEDR Allocation | \$6,084.00 |
| B) Cash Match (must be 25% of DEDR Allocation) | \$ 1,521.00 |
| C) In-Kind Match (must be 75% of the DEDR Allocation) | \$ 4,563.01 |
| TOTAL ALLIANCE BUDGET (add A+ B+C) | \$ 12,168.01 |

Willingboro	Dr. Tiffani Worthy	
*MUNICIPALITY	NAME/ MAYOR	SIGNATURE

Willingboro	Kaya McIntosh/ Deputy Mayor	
*MUNICIPALITY	NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	SIGNATURE

*MUNICIPALITY	NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	SIGNATURE
Staci Burns		
ALLIANCE CHAIRPERSON	SIGNATURE	DATE

*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

RESOLUTION 2021 - 20

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE PROFESSIONAL SERVICES CONTRACT WITH PHOENIX ADVISORS, LLC

***WHEREAS**, the Township of Willingboro has need of a Continuing Disclosure Agent and Independent Registered Municipal Advisor ("IRMA") to stay in compliance with Secondary Market Disclosure obligations in connection with one or more bond issuances to provide certain financial and other information, and notices within specified timeframes, in a manner prescribed by various regulators; and*

***WHEREAS**, new rules and regulations promulgated by the Securities & Exchange Commission (SEC) restrict the provision of advice concerning the issuance of municipal debt to those that are appropriately registered with the SEC; and*

***WHEREAS**, Phoenix Advisors, LLC is an appropriately registered expert in the field of municipal bond finance, and provides continuing disclosure services and is an independent registered municipal advisor under the SEC regulations; and*

***WHEREAS**, Phoenix Advisors, LLC provides professional services, in the areas of continuing disclosure agent services, municipal bond finance and as an Independent Registered Municipal Advisor, pursuant to N.J.S.A. 40A:11-1, et seq.; and.*

***WHEREAS**, the Township intends to enter into a Professional Service Agreement (hereinafter "Agreement") with Phoenix Advisors, LLC for Continuing Disclosure Agent Services and as Independent Registered Municipal Advisor at a cost not to exceed \$2000.00, as set forth in the attached Agreement.*

***WHEREAS**, funds are available for this purpose as indicated by the Treasurer's Certification; and*

***NOW THEREFORE BE IT RESOLVED** on this 19th day of January 2021, in open public session that the Council of the Township of Willingboro, County of Burlington, authorizes the Mayor of the Township of Willingboro to execute the attached 2021 Agreement covering Continuing Disclosure Agent Services and Appointment as Independent registered Municipal Advisor of Record with Phoenix Advisors, LLC.*

Dr. Tiffani A. Worthy
Mayor

Brenda Bligen, MBA
Acting Township Clerk

<i>Recorded Vote</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>						
<i>Councilwoman Perrone</i>						
<i>Councilwoman Whitfield</i>						
<i>Deputy Mayor McIntosh</i>						
<i>Mayor Worthy</i>						

RESOLUTION NO. 2021 -20



December 28, 2020

Eusebia Diggs, Finance Director
Willingboro Township
1 Rev. Dr. M. L. King Jr. Drive
Willingboro, NJ 08046

Dear Mrs. Diggs,

Thank you for allowing Phoenix Advisors to serve as your Continuing Disclosure Agent and Independent Registered Municipal Advisor ("IRMA"). By selecting Phoenix Advisors, you recognize the importance of sound financial practices. You can be assured of your compliance with your Secondary Market disclosure requirements and have us on-hand as your resource for any finance-related needs.

Our 2021 Agreement and crucial information concerning requirements imposed by the Securities & Exchange Commission, which requires posting to EMMA an Event Notice anytime you incur a new financial obligation, if material, is included here. Please read this carefully and call us if you have any questions.

To ensure uninterrupted service, please return an executed copy of the Agreement as soon as possible. We are pleased to report that we are holding our Disclosure Agent fees at last year's level. We will invoice all costs of our service, base, and activity-related fees at yearend.

The process of monitoring, collecting, assembling, recording, and filing your documents and Event Notices is detailed and complicated. But it is one at which Phoenix Advisors is expert. You honor us, Phoenix Advisors, by entrusting this to us.

Very Truly Yours,


David Thompson, CEO



What Phoenix Advisors Will Do for You

Because we want you to be compliant, Phoenix Advisors is proactive in providing your information to the marketplace. Our proactive approach distinguishes us from others offering similar services. The language included in the new SEC Event requirements speaks to "material" obligations. However, as we all saw in 2014 during the SEC's MCDC Initiative, the SEC would not opine on what was, or was not, "material." Without a definition of "material" from the SEC, the market has insisted on full and complete disclosure. Our approach will be to post an Event notice on all financial obligations undertaken by our clients who have had a triggering event unless you confirm that the obligation is not material.

What We Must Do Together

If we are working on a transaction with you as your Municipal Advisor, we will post the relevant and required details to EMMA on a timely basis.

However, if we are not serving as your Municipal Advisor on a transaction, the onus will fall on you to inform us of any borrowing or financial obligation undertaken. Many of the kinds of financial obligations covered by the new SEC regulations are not knowable to us without your cooperation, especially within the stipulated timeframe. If you are to remain in compliance, it will be up to you to loop us in.

Phoenix Advisors will endeavor to help you maintain full compliance with all your current and future Secondary Market Agreements. The SEC Disclosure Events are burdensome, but with your cooperation, we can meet the challenge.

As a result of the added work required by the changes to Rule 15c2-12 there was a modest fee increase in 2019 for the added work needed to track, monitor, and post documents. We are pleased to hold our fees steady in 2021; in light of the budgetary impact of the COVID Pandemic, we are again holding the line on our fees. If you have questions or need more information, please call **609.291.0130** to speak with one of our Disclosure experts.



**2021
AGREEMENT
for
CONTINUING DISCLOSURE and
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

THIS AGREEMENT, valid for the calendar year noted above, (the "Agreement") by and between Willingboro Township, 1 Rev. Dr. M. L. King Jr. Drive, Willingboro, NJ 08046 (the "Issuer"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services.

WITNESSETH:

WHEREAS, the Issuer has heretofore agreed through the execution of Continuing Disclosure Agreements ("CDAs") in connection with one or more bond issuances to provide specific financial and other information and notices, within specified timeframes, to the marketplace in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

WHEREAS, Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") governs the many aspects of continuing disclosure; and

WHEREAS, Phoenix Advisors provides continuing disclosure agent services, has the expertise as Continuing Disclosure Agent ("Disclosure Agent"), and has hereunder been appointed by the Issuer to serve as its Disclosure Agent until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, Phoenix Advisors, being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), provides professional municipal advisory services and has heretofore been appointed by the Issuer to be its Independent Registered Municipal Advisor ("IRMA") and to offer such municipal advisory services as may be requested until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:



Section 1 - CONTINUING DISCLOSURE SERVICES

- I. The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in relevant CDAs and as specified under the Rule, including any required posting of any material event ("Event") notices.

The Issuer understands and acknowledges that its full cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- i. Supply all documents required to be filed under its CDAs to the Disclosure Agent promptly, when available.
 - ii. Notify the Disclosure Agent immediately of any Event requiring the filing of a notice under the Rule or its CDAs.
- II. This Agreement applies to bonds issued since the effective date of the secondary market disclosure requirements of the Rule, unless said bonds are exempt under the Rule.
- III. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. Described below is the scope of the Disclosure Agent services and methodology:
 - i. **Codify Issues That Are Subject to Continuing Disclosure**
To make timely and accurate disclosure filings on the MSRB's Electronic Municipal Market Access Data Port website ("EMMA"), the Disclosure Agent will obtain and examine the Issuer's Official Statements relating to the outstanding bond issues to research the requirements found in the CDAs.
 - ii. **Security Set-up**
We enter in our proprietary database details of each outstanding issue and its filing obligations. This security set-up applies our database functionality to your issues.
 - iii. **Review Data contained in Official Statements**
The Disclosure Agent will review the Issuer's Official Statements for information concerning disclosure obligations and discuss the filing or reporting obligations with the Issuer. Our review will include other financial obligations undertaken of which we are made aware.
 - iv. **Monitor, React, and Meet Filing Deadlines**
The schedule of filing dates for outstanding bond issues is part of our database to ensure that required filings are made. We monitor each client's different deadlines to ensure timely filing of necessary



documents. Our proprietary database produces ongoing reports that are used to alert the Issuer to approaching filing deadlines providing an essential safeguard for the timely filing of continuing disclosure information.

The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites, to lessen the client's burden. Phoenix Advisors takes a proactive approach to client service: When we must obtain documents from clients, we provide email reminders sufficiently well in advance of upcoming deadlines, then follow up as necessary until completed on EMMA.

v. **File Financial and Operating Data to Meet Your Obligations**

In addition to filing Audited Financial information, CDAs require the filing of Operating Data. If the operating data is prepared with the assistance of the Disclosure Agent, the report will typically contain information consistent with the statistical data found in relevant Official Statements. This process often requires collaboration with the Issuer and other of the Issuer's retained professionals.

vi. **File Documents Uniformly, Accurately, and Promptly**

EMMA is a powerful resource for investors, analysts, and, importantly, underwriters that bid on debt issues. Easy identification on EMMA of filed documents is essential. The Disclosure Agent uses consistent naming and filing conventions, applying clear descriptive titles to filings, and correctly associates them with the right CUSIP on EMMA. The result is a uniform and logical chronology of data where EMMA users can easily find what they need.

The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt. However, we file most documents on the same business day they are received.

vii. **Confirm Filings to Client Promptly**

The MSRB generates a submission confirmation for all disclosure filings made on EMMA. The Disclosure Agent will promptly send the Issuer an email copy of the MSRB's proof of required, voluntary, or Event filings made on the Issuer's behalf.

viii. **Coordinate and Submit Voluntary Information**

Voluntary filings are proper because the marketplace is hungry for information. We gather documents including Budgets, Debt Statements, and unaudited financials from issuers then file them as voluntary submissions. The more information, carefully labeled, the Issuer provides, the more professional and forthcoming their appearance is to market participants.



- ix. **Monitor Need for Material Events and Timely Filing of Notices**
There is a significant list of items that regulators deem to be Events, whose incurrence requires a notice to be posted within ten (10) business days of the Event on EMMA. The occurrence of an Event is not apparent to those who are not directly involved with a transaction or with the Issuer's financial operations. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable Event.
- x. **Actively Monitor Issuer Rating Changes**
Rating changes are events that require Event Notice filing on EMMA. The Disclosure Agent's staff endeavors to regularly monitor rating agency news and updates for rating changes that affect the Issuer, and we file the appropriate Event notice. Issuers are always notified by the rating agencies when their ratings are adjusted, and when so told, the Issuer must alert the Disclosure Agent.
- xi. **Monitor Bond Insurer and Program Rating Changes**
If a municipal bond insurer or a state program, e.g., a school bond enhancement program, is affected by a rating change, then all the bonds that carry that insurance or participate in that program will undergo a rating change, too. We monitor these types of rating changes, determine which, if any, of our clients are affected, and file the appropriate Event notices.
- xii. **Provide a Comprehensive Report Each Fiscal Year**
We know the importance of documentation and well-organized files. The Disclosure Agent prepares a continuing disclosure report ("Annual Report") each year that shows every issue on which there is a continuing disclosure obligation, every filing, and every Event notice filed on the Issuer's behalf during the year on EMMA. The Annual Report also recaps a five (5) year history of the Issuers filings. Investors, underwriters of bonds, and the Issuer want to see the record of filing history. An accurate record during this timeframe is vital to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.
- xiii. **Acceptance of Annual Report**
The Annual Report highlights any exceptions to required filings and the timeliness of filings. The Issuer must carefully review said report and relay to the Disclosure Agent within ten (10) business days any error, discrepancy, omission, or concern relating to the Annual Report's accuracy or completeness.

We, the Issuer, and Phoenix Advisors agree that after ten (10) business days, without notice from the Issuer, the Annual Report is accepted



by the Issuer is accurate and complete.

Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION

- I. The Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, as set forth below:
 - i. \$1,050 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
 - ii. \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
 - iii. \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
 - iv. All fees are accumulated and invoiced toward the end of the relevant year.

Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR

- I. Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice concerning municipal securities issuance be licensed and regulated by the SEC and the MSRB to provide any such advice.
 - i. Professionals providing advice to the Issuer must hold a Municipal Advisor Series 50 license. Additionally, persons supervising the provision of municipal securities advice must possess a Series 54 Municipal Principal license.
 - ii. Phoenix Advisors professionals are Series 50 licensed and, as appropriate, a Series 54 license. Importantly, all licensees are subject to a continuing education protocol.
 - iii. Under the SEC and MSRB regulation, the Municipal Advisor owes a Fiduciary Obligation to the Issuer.



- II. There is no separate fee, financial cost, or obligation concerning the Issuer's appointment of Phoenix Advisors as the Issuer's Independent Registered Municipal Advisor ("IRMA" or "Municipal Advisor"). As the Issuer's IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer as-requested.
 - iv. The Issuer, through the designation of an IRMA, allows third parties, primarily broker-dealer underwriting firms, but also other professional disciplines to submit proposals and ideas concerning financings to the Issuer.
 - v. Failure to actively seek advice from the Municipal Advisor means there is no one on your side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases, or bank loans the Issuer may embark.
- III. When, and if, the Issuer requests the Municipal Advisor's involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, then a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer's acknowledgment.

Section 4 – AGREEMENT TERM AND CONDITIONS

- I. Phoenix Advisors nor any individual representing Phoenix Advisors possess any authority concerning any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility concerning federal securities laws and represents its intention to comply in all respects with federal securities laws.
- II. This Agreement is subject to annual renewal and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days' prior written notice.
- III. This Agreement shall be governed by the laws of the State of New Jersey.



IN WITNESS WHEREOF, The Issuer and Phoenix Advisors have caused this Agreement to be duly executed by its authorized representative, as of the day and year first above written.

WILLINGBORO TOWNSHIP

By: _____

PHOENIX ADVISORS, LLC

By:  _____
David B. Thompson, Chief Executive Officer



SCOPE OF SERVICES – DEBT ISSUANCE

To assure that you have a complete understanding of an entire transaction Phoenix Advisors, LLC (the "Municipal Advisor"), is active at each juncture of your transactions to personally and professionally guide you and respond to your concerns and questions. Below is an outline of services that may be provided during the financing process. This outline is not finite – we expect to do those things necessary and appropriate to bring your transaction to a successful conclusion.

I. Plan Strategy and Structure

The Municipal Advisor will research and analyze your outstanding debt to craft a financing solution that satisfies your needs now and into the future. Among the services that are provided to achieve these goals are:

- a. Identify and analyze
 - i. Review relevant financing structures, options and concepts.
 - ii. Make recommendations to you based upon cost-benefit and market analysis.
- b. Develop and put forward a sound plan of finance.
 - i. Construct analyses.
 - ii. Make recommendations concerning maturity structure, credit enhancement, early redemption features, and more.
 - iii. Address existing financial strengths, weaknesses, and growth patterns.

II. Coordinate the Financing Process

The Municipal Advisor coordinates the many steps of your transaction adding organization and capability to the financing process. The Municipal Advisor will:

- a. Establish a Timetable that outlines key events, dates and responsibilities and maintain a contact list of transaction participants.
- b. Coordinate the financing by, as appropriate, scheduling meetings, assigning work product responsibility, and communicating with finance team members.
- c. Assist in obtaining the approval of oversight entities, if needed, by making appropriate application and clear and concise presentations.
- d. Provide practical business, not legal, advice as to critical components and appropriate language of financing documents to aid in their completion and market acceptance.
- e. Assist in preparation of the offering document, i.e. the Official Statement
- f. Ensure that the current needs and requirements of investors, insurers, and bidders are met by the contents of the document.
- g. Develop a rating agency strategy and prepare a comprehensive rating presentation to obtain a rating that best reflects your overall financial position.
- h. Evaluate and recommend required or value-added third-party services and products.



III. Execute the Plan

When your transaction is ready for sale, whether competitive or negotiated, your Municipal Advisor take many valuable steps the goal of which is to achieve the appropriate interest cost and successful closing. Among these steps are:

- a. Provide statistics and points of reference
 - i. Gauge the overall market climate.
 - ii. Monitor the market
 - iii. Provide a recommendation for timing of your sale
 - iv. Work to schedule your debt offering under the most advantageous market conditions available.
- b. Present information to potential investors and bidding underwriters
 - i. Alert them of your debt offering and its characteristics.
 - ii. As appropriate, coordinate and conduct to present the financing to investors.
 - iii. Act to bolster demand in the market.
- c. Assemble valuable statistics and comparisons proximate to your sale
 - i. Assist in evaluating the interest rates received
 - ii. Assure understanding of recommendations made concerning the sale.
- d. Be active in your sale
 - i. Coordinate day of sale activities
 - ii. Providing real-time translation of events during competitive bid submission.
 - iii. In negotiated transactions, have active dialogue with underwriters during the interest setting process in juxtaposition to their interests to guard yours.
- e. After the sale
 - i. Coordinate and monitor details of your closing.
 - ii. Prepare memorandum directing the movement of funds.
- f. If requested, provide information about the effective investment of the transaction's proceeds. The Municipal Advisor can serve as your agent in obtaining investments



designed to match your need for funds. In either capacity, the Municipal Advisor will not act as an investment manager.

IV. Follow-Up Reporting and Analyses

Our relationship with you is an ongoing process, not just a single transaction. As Municipal Advisor we stay by your side after closing. We will:

- a. Provide a permanent laminated debt service schedule, a clear presentation of your debt service requirements to be used during budget preparation and on debt service payment dates.
- b. Create reports and analysis summarizing your transaction suitable to share, as you may choose, with others.
- c. Monitor current debt for the opportunity to save through a refinancing.
- d. Alert you of a drop-off in debt service allowing you to layer in new debt.
- e. Review financing proposals presented to you.
- f. Regularly provide updates on the economy.
- g. Always be available to consult with you concerning any questions that arise.

SCOPE OF SERVICES - CONTINUING DISCLOSURE

Phoenix Advisors, LLC (the "Disclosure Agent") will assist the Issuer in meeting the secondary market disclosure obligations delineated in its relevant CDAs as specified under Rule 15c2-12 (the "Rule"), including the required filing of certain events requiring an event notice ("Event Notice(s)").

The Issuer understands and acknowledges that its full and complete cooperation is requisite to the Disclosure Agent's success in assisting the Issuer to maintain compliance with its CDAs and requirements of the Rule.

I. Issuer's Responsibilities

- a. Make all documents required to be filed under its CDAs available, if available, to the Disclosure Agent at least 48 hours prior to the deadline in their CDAs.
- b. Notify the Disclosure Agent, within 10 calendar days, of the occurrence of any event requiring the filing of an Event Notice under the Rule or its CDAs of such event. The events requiring such notification are:
 - i. Principal and interest payment delinquencies;
 - ii. Non-payment related defaults, if material;
 - iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - v. Substitution of credit or liquidity providers, or their failure to perform;
 - vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - vii. Modifications to rights of security holders, if material;



- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

II. Disclosure Agent's Services

- a. Codify Issues That Are Subject to Continuing Disclosure
 - i. Disclosure Agent when initially engaged will obtain and examine the Issuer's Official Statements relating to its outstanding bond issues to research the requirements found in the CDAs.
 - ii. Review the Issuer's financial statements for information concerning debt and lease obligations and other relevant obligations.
 - iii. Discuss with the Issuer its filing and or reporting obligations.
- b. Security Set-up
 - i. Enter into our proprietary database details of each outstanding bond issue and financial obligation with filing requirements.
 - ii. All database functions will be applied to each outstanding bond issue and financial obligation with filing requirements.
 - iii. An initial Required Filing Report will be provided to the Issuer to review and confirm for accuracy.
 - iv. On an ongoing basis, enter into our database new issues and obligations of which we are made aware by the Issuer.
- c. Monitor, React, and Meet Filing Deadlines
 - i. Actively monitor the Issuers unique deadlines to ensure timely filing of required documents.



- ii. The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites.
 - iii. Our database will produce messages to alert the Issuer sufficiently in advance of approaching filing deadlines of documents required to satisfy filing obligations.
 - iv. The Disclosure Agent will follow up telephonically with the Issuer regarding missing documents.
- d. File Financial and Operating Data to Meet Your Obligations
- i. File Operating Data in addition to filing Audited Financial information.
 - ii. The Disclosure Agent will work with the Issuer to assure that Operating Data filed meets the requirements of the Issuer's CDAs.
 - iii. If this process requires collaboration with other of the Issuer's retained professionals any fees of those professionals are solely the responsibility of the Issuer.
- e. Confirm Filings to Client
- i. MSRB provides submission confirmations for all disclosure filings made on EMMA. These are forwarded electronically to the Issuer.
 - ii. It is the responsibility of the Issuer to review for accuracy and completeness and retain copies of submission confirmations in its files.
 - iii. The Disclosure Agent records EMMA filings in its database.
- f. File Documents Uniformly, Accurately, and Promptly
- i. The Disclosure Agent uses consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology of data.
 - ii. Filings are associated with the appropriate CUSIP numbers on EMMA.
 - iii. The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt.
- g. Coordinate and Submit Voluntary Information
- i. The Disclosure Agent will in concert with the Issuer identify relevant documents not required to be filed under the Issuer's CDAs and file them as voluntary submissions on EMMA.
 - ii. These may include, among others: budgets, debt statements, and unaudited financials.
- h. Material Events and Timely Filing of Notices.
- i. The Rule requires the Issuer to file on EMMA certain Event Notices on EMMA of events delineated in the Rule. It is the Issuer's responsibility to make the Disclosure Agent aware of the of any such event within ten (10) calendar days of the event.
 - ii. The occurrence of an event may not be apparent to the Disclosure Agent. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable event.



- i. Issuer Rating Changes
 - i. Rating changes are events which require notice to be filed on EMMA.
 - ii. Proactively, the Disclosure Agent s monitors rating agency news and web sites for rating changes that affect the Issuer and the appropriate Event Notices are filed on EMMA.
 - iii. Issuers are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Issuer to notify the Disclosure Agent when it is so notified by the rating agencies.

- j. Monitor Bond Insurer and Program Rating Changes
 - i. If a municipal bond carries bond insurance or is supported by a state program, e.g., a school bond enhancement program, a rating change applied to such insurer or program requires an Event Notice be filed for all bonds that are supported by that insurance or program.
 - ii. These types of rating changes are monitored by the Disclosure Agent to determine which, if any, of our clients' bonds are affected based on the original offering documents, and the appropriate Event Notices are filed. It is also incumbent upon the Issuer to notify the Disclosure Agent of such rating changes.

- k. Provide a Comprehensive Report of Filings
 - i. The Disclosure Agent prepares a continuing disclosure report ("CD Report") each year that shows every issue on which there is a continuing disclosure obligation, every required filing, and every Event Notice filed on the Issuer's behalf during the year.
 - ii. The CD Report recaps a five (5) year history of the Issuer's filings.
 - iii. The CD Report is separate from the filing confirmation sent to the Issuer when each filing is made by the Disclosure Agent on EMMA.
 - iv. The Issuer must carefully review said CD Report and relay to the Disclosure within ten (10) calendar days, any error, discrepancy, omission, or concern relating to the accuracy or completeness of the CD Report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Issuer, the CD Report is accepted by the Issuer as accurate and complete.
 - v. Prior to the publication of an offering document relating to municipal securities, the Disclosure Agent, if made aware of such offering, will prepare an interim CD Report, for the Issuer to review and acknowledge as complete and accurate.
 - vi. Such CD Report will provide the basis for certain disclosures in the offering document. The Disclosure Agent, bond counsel and other interested parties are entitled to rely on such acknowledgement.
 - vii. An accurate record relating to the 5-year timeframe is important to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.

RESOLUTION 2021 - 21

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AND AUTHORIZING EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS FOR NOT TO EXCEED AMOUNTS AS DETERMINED

WHEREAS, the Township of Willingboro has determined that it is appropriate to implement a fair and open process for the awarding of professional's contracts; and

WHEREAS, the Clerk's Office of the Township publicly advertised and received statements of qualifications of professionals in a manner that fostered a fair and open process, utilizing the criteria and specific minimum requirements to meet the requirements of the Township; and

WHEREAS, all professionals are required to enter into a professional services agreement under terms and conditions set forth by Council; and

WHEREAS, the Planning and Zoning board appoints its own attorney and engineer, however, the Township Council determines the not to exceed amount of the professional services agreements with those professionals herein.

***NOW, THEREFORE, BE IT RESOLVED,** on this 19th day of January 2021, by the Township Council of the Township of Willingboro assembled in public session, that it hereby appoints the following firms or individuals and authorizes the Mayor and Clerk to execute professional services agreements with the following professionals not to exceed the amounts listed herein:*

- 1. Services: Municipal Solicitor, Awarded to: Malamut & Associates, LLC, Cost: Not to exceed \$175,000.00 Non-litigated matters and \$25,000.00 Litigated, Duration: One year*
- 2. Services: Municipal Auditor, Awarded to: Bowman & Company, Cost: Not to exceed \$82,000.00, Duration: One year*
- 3. Services: Municipal Bond Counsel, Awarded to: McManimon, Scotland & Bauman, Cost: Not to exceed \$1700.00, Duration: One year*
- 4. Services: Municipal Engineer, Awarded to: Pennoni, Cost: Not to exceed \$75,000.00, Duration: One year*
- 5. Services: Municipal Foreclosure Counsel, Awarded to: James K Grace, Esquire, Cost: Not to exceed \$10,000.00, Duration: One year*
- 6. Services: Municipal Labor Counsel, Awarded to: Malamut & Associates, LLC, Cost: Not to exceed \$80,000.00, Duration: One year*
- 7. Services: Municipal Planner, Awarded to: CME Associates, Cost: Not to exceed \$10,000.00 Duration: One year*

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8. *Services: Municipal Prosecutor, Awarded to: John McGill, III, Cost: Not to exceed \$43,000.00, Duration: One year*

9. *Services: Municipal Conflict/Substitute Prosecutor, Awarded to: Lawrence J. Lugongo, Cost: Not to exceed \$5000.00, Duration: One year*

10. *Services: Municipal Tax Attorney, Awarded to: Platt & Riso, PC, Cost: Not to exceed \$15,000.00, Duration: One year*

11. *Services: Fair Share Housing Counsel, Awarded to: Jeffrey R. Surenian & Assoc., Cost: Not to exceed \$17,000.00, Duration: One year*

12. *Services: Hearing Officer, Awarded to: M. Lou Garty, The Garty Law Firm, LLC, Cost: Not to exceed \$7,500.00, Duration: One year*

13. *Services: Consulting Engineer (2), Awarded to: (1) ARH; (2) Remington & Vernick, Engineers, Cost: Not to exceed \$32,500.00ea, Duration: One year*

14. *Services: Special Counsel, Awarded to: Soude Shabazz Woolridge, Cost: Not to exceed \$55,000.00, Duration: One year*

15. *Services: Zoning Board Engineer, Awarded to: CME Associates, Cost: Not to exceed \$5,000.00, Duration: One Year*

16. *Services: Zoning Board Attorney, Awarded to: Zeller & Wieliczko, Cost: Not to exceed \$5,500.00, Duration: One Year*

17. *Services: Planning Board Attorney, Awarded to: Cooper Levenson, P. A., Cost: Not to exceed \$6,100.00, Duration: One Year*

18. *Services: Planning Board Engineer, Awarded to: Carl Turner, Cost: Not to exceed \$6,000.00, Duration: One Year*

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19. Services: Public Defender, Awarded to: Andrew Duclair, Cost: Not to exceed \$5,000.00,
Duration: One Year

Dr. Tiffani A. Worthy
Mayor

Brenda Bligen, MBA
Acting Township Clerk

<i>Recorded Vote</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>						
<i>Councilwoman Perrone</i>						
<i>Councilwoman Whitfield</i>						
<i>Deputy Mayor McIntosh</i>						
<i>Mayor Worthy</i>						

**AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 19th day of January 2021 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of in favor and opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- _____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b (3).
- _____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- _____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- _____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- _____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
- _____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

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- _____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).

- _____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to:

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

Brenda Bligen, MBA
Acting Township Clerk

Dr. Tiffani A. Worthy
Mayor

Recorded Vote	Motion	2nd	Yea	No	Abstain	Absent
Councilman Anderson						
Councilwoman Perrone						
Councilwoman Whitfield						
Deputy Mayor McIntosh						
Mayor Worthy						