

RESOLUTION NO. 2007 - 1
 A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
 WILLINGBORO PROVIDING FOR TEMPORARY BUDGET
 APPROPRIATIONS FOR 2007

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, 2007, for the purposes required therein; and

WHEREAS, it has been determined that one-fourth of the total appropriations in the 2006 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 2006 budget is the sum of \$7,362,093.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 5th day of January, 2007 at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of the Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

Account #	Account Name	Amount
6-01-20-100-101-010	TOWN MANAGER SALARY & WAGES:	66,735
6-01-20-100-101-020	TOWN MANAGER OTHER EXPENSES:	2,340
6-01-20-100-102-010	PURCHASING/TECH SALARY&WAGES:	31,683
6-01-20-100-102-020	PURCHAS.&TECH. OTHER EXPENSES:	31,663
6-01-20-100-103-020	ADVISORY COMM OTHER EXPENSES:	16,360
6-01-20-105-000-020	HUMAN RESOURCE OTHER EXPENSES:	10,348
6-01-20-110-110-010	TOWN COUNCIL SALARY & WAGES:	12,625
6-01-20-110-110-020	TOWN COUNCIL OTHER EXPENSES:	4,159
6-01-20-120-000-010	TOWNSHIP CLERK SALARY & WAGES:	34,367
6-01-20-120-000-020	TOWNSHIP CLERK OTHER EXPENSES:	6,484
6-01-20-130-000-010	FINANCE ADMIN SALARY & WAGES:	61,819
6-01-20-130-000-020	FINANCE ADMIN OTHER EXPENSES:	12,451
6-01-20-135-000-020	AUDIT SERVICES OTHER EXPENSES:	17,500
6-01-20-145-000-010	TAX COLLECTION SALARY & WAGES:	66,430
6-01-20-145-000-020	TAX COLLECTION OTHER EXPENSES:	2,251
6-01-20-150-000-010	TAX ASSESSMENT SALARY & WAGES:	26,732
6-01-20-150-000-020	TAX ASSESSMENT OTHER EXPENSES:	2,812
6-01-20-155-000-010	TWP ATTORNEY SALARY & WAGES:	27,622
6-01-20-155-000-020	TWP ATTORNEY OTHER EXPENSES:	57,500
6-01-20-165-000-020	ENGINEER COSTS OTHER EXPENSES:	3,750
6-01-21-180-000-010	PLANNING BOARD SALARY & WAGES:	225
6-01-21-180-000-020	PLANNING BOARD OTHER EXPENSES:	784
6-01-21-190-000-020	ZONING BOARD OTHER EXPENSES:	411
6-01-22-195-195-010	CONST OFFICIAL SALARY & WAGES:	66,136
6-01-22-195-196-010	HOUSING INSPEC SALARY & WAGES:	98,837
6-01-23-210-000-001	Insurance Buyback	94,720
6-01-23-210-001-020	LIABILITY INS OTHER EXPENSES:	539,958
6-01-23-220-000-020	EMPLOYEE GROUP OTHER EXPENSES:	465,000
6-01-23-225-000-175	Unemployment Insurance	15,500
6-01-25-240-240-010	ADMINISTRATION SALARY & WAGES:	40,810
6-01-25-240-240-020	ADMINISTRATION OTHER EXPENSES:	4,283
6-01-25-240-241-010	PATROL SALARY & WAGES:	821,489
6-01-25-240-241-020	PATROL OTHER EXPENSES:	4,662
6-01-25-240-242-020	K-9 OTHER EXPENSES:	3,373

Account #	Account Name	Amount
6-01-25-240-243-010	SPECIAL OFFICE SALARY & WAGES:	22,500
6-01-25-240-243-020	SPECIAL OFFICE OTHER EXPENSES:	855
6-01-25-240-244-010	DETECTIVES SALARY & WAGES:	273,774
6-01-25-240-244-020	DETECTIVES OTHER EXPENSES:	3,455
6-01-25-240-245-010	CRIME PREVENT SALARY & WAGES:	87,647
6-01-25-240-245-020	CRIME PREVENT OTHER EXPENSES:	1,419
6-01-25-240-247-010	STAFF SERVICES SALARY & WAGES:	67,833
6-01-25-240-247-020	STAFF SERVICES OTHER EXPENSES:	83,773
6-01-25-240-249-010	TRAFFIC GUARDS SALARY & WAGES:	138,539
6-01-25-240-249-020	TRAFFIC GUARDS OTHER EXPENSES:	665
6-01-25-252-000-020	EMERGENCY MGMT OTHER EXPENSES:	4,913
6-01-25-265-000-010	FIRE DEPT SALARY & WAGES:	264,326
6-01-25-265-000-020	FIRE DEPT OTHER EXPENSES:	70,656
6-01-25-275-000-010	PROSECUTOR SALARY & WAGES:	9,062
6-01-26-290-291-010	STREETS & ROAD SALARY & WAGES:	253,267
6-01-26-290-291-020	STREETS & ROAD OTHER EXPENSES:	76,652
6-01-26-290-292-010	SNOW REMOVAL SALARY & WAGES:	4,500
6-01-26-290-292-020	SNOW REMOVAL OTHER EXPENSES:	9,428
6-01-26-300-000-020	TRAFFIC SIGNAL OTHER EXPENSES:	2,225
6-01-26-305-000-010	RECYCLING SALARY & WAGES:	13,940
6-01-26-305-000-020	RECYCLING OTHER EXPENSES:	364
6-01-26-305-001-001	Garbage & Trash - Contractual	263,515
6-01-26-305-001-002	APARTMENT TRASH COLLECTION	3,750
6-01-26-310-000-010	BUILDING & GRD SALARY & WAGES:	37,220
6-01-26-310-000-020	BUILDING & GRD OTHER EXPENSES:	109,075
6-01-27-340-000-010	ANIMAL CONTROL SALARY & WAGES:	36,425
6-01-27-340-000-020	ANIMAL CONTROL OTHER EXPENSES:	2,639
6-01-27-345-000-010	PUBLIC ASSIST SALARY & WAGES:	21,046
6-01-27-345-000-020	PUBLIC ASSIST OTHER EXPENSES:	1,000
6-01-27-350-000-010	OFF. ON AGING SALARY & WAGES:	52,938
6-01-27-350-000-020	OFF ON AGING OTHER EXPENSES:	8,393
6-01-28-370-000-010	RECR SERV&PROG SALARY & WAGES:	216,852
6-01-28-370-000-020	RECR SERV&PROG OTHER EXPENSES:	79,432
6-01-28-420-000-020	PUBLIC EVENTS OTHER EXPENSES:	9,750
6-01-29-390-000-010	LIBRARY SALARY & WAGES:	12,610
6-01-29-390-000-020	LIBRARY OTHER EXPENSES:	380,228
6-01-30-415-000-001	Accumulated Leave Compensation	77,900
6-01-30-417-000-017	Sick Leave Inc	31,000
6-01-30-419-000-001	FIREMAN-Length of Service Awd.	17,500
6-01-31-430-000-020	ELECTRICITY OTHER EXPENSES:	53,000
6-01-31-435-000-020	STREET LIGHT OTHER EXPENSES:	125,500
6-01-31-440-000-020	TELEPHONE OTHER EXPENSES:	47,500
6-01-31-445-000-020	WATER OTHER EXPENSES:	3,150
6-01-31-446-000-020	NATURAL GAS OTHER EXPENSES:	60,000
6-01-31-460-000-020	GASOLINE OTHER EXPENSES:	45,000
6-01-32-465-000-020	LANDFILL/WASTE OTHER EXPENSES:	290,847
6-01-36-471-000-020	PERS OTHER EXPENSES:	199,415
6-01-36-472-000-020	SOCIAL SECURIT OTHER EXPENSES:	242,863
6-01-36-475-000-020	PFRS OTHER EXPENSES:	855,192
6-01-43-490-000-010	MUN.COURT SALARY & WAGES:	51,280
6-01-43-490-000-020	MUN.COURT OTHER EXPENSES:	3,013

Account #	Account Name	Amount
6-01-43-495-000-010	PUBLIC DEFENDE SALARY & WAGES:	3,749
6-01-43-495-000-020	PUBLIC DEFENDE OTHER EXPENSES:	750
6-01-45-920-000-020	BOND PRINCIPAL OTHER EXPENSES:	1,940,000
6-01-45-920-000-900	BOND PRINCIPAL Revenue Offset	137,521
6-01-45-925-000-298	Payment of BANS & Capital Note	250,922
6-01-45-930-000-298	Interest on Bonds	1,227,721
6-01-45-930-000-901	Interest Debt Due from ReNewal	111,925
Less:	Public Assist	-22,046
	Debt Services	-3,668,089
		7,362,093

Date: Jan 8, 2007

Marie Annese
 Marie Annese, RMC
 Township Clerk

Date: 1-8-07

Jeffery E. Rinsky
 ,Mayor

RESOLUTION NO. 2007- 2

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

BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of January, 2007 as follows:

1.; Wachovia, Bank of America, Farmers & Mechanics, New Jersey State Cash Management Fund, N.J.ARM, Commerce Bank, are designated as depositories for any and all funds of the Township for the calendar year 2007. The custodian shall be the Township Treasurer. All disbursements shall be made by check signed by the Manager and the Treasurer or Mayor, after review and initial approval of the voucher by the Township Manager. The voucher will thereafter be presented to Township Council at its next meeting for ratification. The term "Manager" shall include the Acting Manager during that period of time when an Acting Manager is so designated by the Township Manager.

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

3. The second Tuesday of each month, at 8:00 p.m. prevailing time, at the Municipal Complex, One Salem Road, Willingboro, New Jersey, is designated as the formal meeting of Township Council for the receipt of public comments, subject to further changes as may be determined by Council, and this shall be the meeting place for all other governmental bodies of the Township, except the Municipal Utilities Authority.

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

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

5. A petty cash fund in the amount of two-thousand dollars (\$2,000) is established pursuant to R.S.40A:5-21 for the utilization by the Office of the Welfare Director of the Township, in order to permit the Director to draw checks for emergency assistance as provided by law, when the Treasurer's Office of the Township is closed. The custodian of such funds shall be Deborah Anderson, and the fund shall be closed out prior to December 31, 2007, in accordance with existing law.

6. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5021 for utilization by the Township Recreation

Department to make payments for small purchases. The custodian of such funds shall be Harry W. McFarland and the existing fund shall be closed out prior to December 31, 2007, in accordance with existing law.

7. A petty cash fund in the amount of one hundred dollars (\$100) is established pursuant to R.S. 40A5-21 for utilization by the Township Treasurer’s Office. The custodian of such funds shall be Joanne G. Diggs, provided that such funds shall be closed out prior to December 31, 2007 in accordance with existing law.

8. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5-21 for utilization by the Police Department, to pay for information provided to the Department. The custodian of such funds shall be Director of Public Safety, Benjamin C. Braxton, provided such funds shall be closed out prior to December 31, 2007 in accordance with existing law.


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

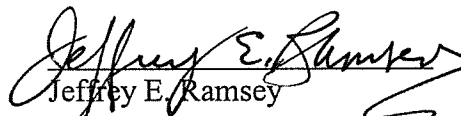
10. The Tax Collector of the Township is authorized to discontinue the collection of interest for taxes in sums less than fifty cents (50).

11. Pursuant to Revised Ordinances, Section 2-5.9, the following is hereby designated as Deputy Township Clerk, to perform the duties provided by law, at no added compensation: CARLOTA JORDAN and CARMELA SPYCH and SARAH WOODING is hereby designated as DEPUTY TOWNSHIP CLERK to perform the duties as provided by law and to be compensated in accordance with the Township Salary Ordinance.

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

Attest:


Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey
Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			


RESOLUTION NO. 2007 - 4

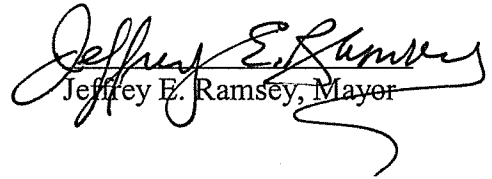
**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF WILLINGBORO PROVIDING FOR APPOINTMENTS TO VARIOUS
TOWNSHIP BOARDS**

WHEREAS, vacancies exist on various Township Boards and Commissions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 5th day of January, 2007, that
appointments are appointments are made to various boards and commissions as per the
attached.

Attest:


Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

Council Appointments

Health & Human Services 1 Year Term

Dorothy Collins **Reappoint 1/02/07 – 12/31/07**
Brenda Carey
Parthenia Cogdell
Emery Troy
Laurie Valentin
Arthur Dion
Barbara Wellos
Victoria Hosendorf (American Cancer Society)
Trina Scott
Deborah Anderson, LAB

Heritage Commission 3 Year Term

Clyde Zarkos Reappoint 1/02/07 – 12/31/09
Jerry Zarkos “ “
Betty Gernant “ “

Phyllis Malatesta Appoint to unexpired term 12/31/07
Charlotte Froman Appoint to unexpired term 12/31/08

Human Relations Commission 3 Year Term

Maxine Peterson Reappoint 1/02/07-12/31/09
David Noreska Appoint 1/02/07 – 12/31/09
Sally Scheidemantel Appoint 1/02/07 – 12/31/09
Mayor to verify (Jose Ramos or Mr. Imam (Masque) Vacancy term exp. 12/31/08

Planning Board 4 Year Term

Connie House Reappoint 1/02/07 – 12/31/10
Linda Bolden “ “
Bettye Scott Appoint to unexpired term 12/31/09

Alt. I Blonnie Hobbs Appoint to unexpired term 12/31/07
Alt. II Sharon Jones Appoint to 12/31/08
(Alternates - 2 year appointments **after initial** 1 & 2 year appointments.)

Advisory Committee on Public Communication 2 Year Term

Harry Kendall Reappoint Reappoint 1/02/07 – 12/31/08
Josephine B. Jenkins “ “

Advisory Board – Shelter for Abused Women 3 Year Term

Wilma Stephenson	Reappoint 1/02/07 – 12/31/09
Linda A. Rodondi	“ “
Thelma Allen	“ “
Mildred Stribling	“ “
Altona Payne	“ “
Martha Boyer	Appoint 1/02/07 – 12/31/09
Judy Banks	Appoint to unexpired term 12/31/08

Special Events Parade Coordinator 1 Year Term

James Gray	Reappoint 1/02/07 – 12/31/07
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Zoning Board of Adjustment 4 Year Term

Wilma Stephenson	Reappoint 1/02/07 – 12/31/10
Thelma Allen	Appoint to full – to unexpired term 12/31/08
Delbert Coomer	Appoint to unexpired term 12/31/10
Alternate I Gary Johnson	Appoint to unexpired term 12/31/08
Alternate II, Muyis Docemo	Appoint 1/02/07 to 12/31/09

Mayor's Appointments

Environmental Commission 3 Year Term

Martha Hall Reappoint 1/02/07 – 12/31/09
Stephanie Schrader “ “
Arnold Dumont Appoint to unexpired term 12/31/08

Alternates –

1 Jason Miller (2 yr.) to 12/31/08
2 Ann Giles (1 yr.) to 12/31/07)

Library Board of Trustees 5 Year Term

James Byrd Reappoint 1/02/07 – 12/31/11

Youth Achievement Committee 1 Year Term to 12/31/07

Sherri Morris
Christine Spruill
Sarah Holley
Bettye Scott
Gigila Moore
Lizzie Morris
Thelma Allen
Kim Chiolan
Lavonne B. Johnson
Anthony Clemons (School Board)

Manager's Appointments

Human Relations Commission 3 Year Term

Robert Thwaites Reappoint 1/02/07 – 12/31/09

Johnson A. Kolawole

Freda Walls exp. 2007

Tahiyya Callaway exp. 2007

Beatrice Admore exp. 2008

Rovena Brunson exp. 2008

Local Assistance Board 4 Year Term

Patricia Dixon Reappoint 1/02/07 – 12/31/10

Thomas Scholtis exp. 2007

Rev. Joseph Yundt exp. 2008

Sally Alexander exp. 2009

RESOLUTION NO. 2007 - 5

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

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

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

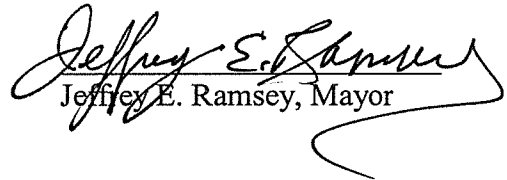
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of January, 2007, that the following Council members are appointed to the following positions for the year 2007:

Class III Member, Planning Board	Jacqueline Jennings
Advisory Board, Shelter for Abused Women	Jeffrey E. Ramsey
Environmental Commission Liaison	Jacqueline Jennings
Health and Services	Eddie Campbell, Jr.
Heritage (Local History)	Jeffrey E. Ramsey
Human Relations Commission Liaison	Paul L. Stephenson
Local Assistance Board Liaison	James E. Ayrer
Public Communications Committee	James E. Ayrer
Youth Achievement Committee	Jacqueline Jennings
N.J. Motion Picture TV Council	Paul L. Stephenson

Attest:



Marie Annese, RMC
Township Clerk



Jeffrey E. Ramsey, Mayor

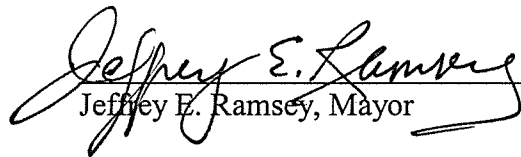
Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION NO. 2007 - 6
A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF WILLINGBORO ESTABLISHING MEETING DATES, TIMES AND
PLACES OF THE TOWNSHIP COUNCIL MEETINGS.


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization Session, this 5th day of January, 2007, that the Willingboro Township Council shall meet at the Municipal Complex, One Salem Road, Willingboro, New Jersey, on the dates and at the times set forth on the attached schedule; and

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


Jeffrey E. Ramsey, Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**WILLINGBORO TOWNSHIP
COUNCIL MEETINGS - 2007**

THE **SECOND TUESDAY OF EACH MONTH** (except where indicated) AT 7:00 P.M. PREVAILING TIME, AT THE MUNICIPAL COMPLEX, ONE SALEM ROAD, WILLINGBORO, NEW JERSEY, IS DESIGNATED AS THE FORMAL MEETING OF THE TOWNSHIP COUNCIL. SUBJECT TO FURTHER CHANGES AS MAY BE DETERMINED BY TOWNSHIP COUNCIL **THE FIRST HOUR OF EACH FORMAL SESSION SHALL BE A CONFERENCE SESSION.** TOWNSHIP COUNCIL NORMALLY SCHEDULES THREE MEETINGS A MONTH WITH THE EXCEPTION OF JULY, AUGUST AND NOVEMBER WHICH ARE USUALLY TWO MEETINGS A MONTH.

MEETING DATES – 2007 and Budget Meetings

JANUARY	5 th (Reorganization), <u>9</u> and 23 (Budget Wed. 31 ST)	Saturday Meetings at 9:30 AM Jan. 13, 20 & 27
FEBRUARY	6, <u>13</u> and 27 (Budget Wed. 14 th and 21 st)	Feb. 10, 17 & 24
MARCH	6, <u>13</u> and 27	March 10, 17 & 24
APRIL	3, <u>10</u> and 24 (April 17 th School Board. Election)	April 14, 21 & 28
MAY	1, <u>8</u> and 22	
JUNE	6 (Wednesday), <u>12</u> and 26 (June 5 th Primary Election)	
JULY	<u>10</u> and 24	
AUGUST	7 and <u>14</u>	
SEPTEMBER	4, <u>11</u> and 25 (ICMA Conf. 9/.../07)	
OCTOBER	2, <u>9</u> and 23	
NOVEMBER	<u>7</u> (Wednesday) and 20 (Nov. 6 th Election Day and Nov. 13-16 League Days)	
DECEMBER	4 and <u>11</u>	

Formal Meetings – bold print and underlined
Resolutions – Budget – Ten-Date

RESOLUTION NO. 2007 - 7

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of January, 2007, that the Willingboro Township Assessor, in fulfillment of his duties and the requirements of his office, is authorized to file with the Burlington County Board of Taxation such appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Willingboro or such appeals as may be necessary to protect the interests of the Township of Willingboro; and

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

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

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

Jeffrey E. Ramsey
Jeffrey E. Ramsey, Mayor

Attest:

Marie Annese

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

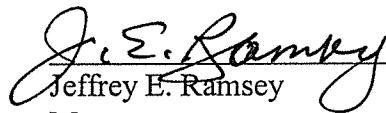
RESOLUTION NO. 2007 - 8

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

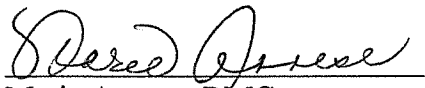
WHEREAS, Willingboro Township is a member of the **Professional
Municipal Management Joint Insurance Fund and Municipal Excess Liability Joint
Insurance Fund**; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of
the Township of Willingboro, assembled in reorganization session this 5th day of January,
2007, that Joanne Diggs, Acting Township Manager, is hereby appointed as Insurance
Fund Commissioner representing the Township of Willingboro and Eric Berry, Deputy
Township Manager as Alternate Fund Commissioner for a term expiring December 31,
2007.


Jeffrey E. Ramsey
Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

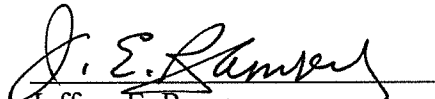
RESOLUTION NO. 2007 - 9

**A RESOLUTION REQUIRING THE ADOPTION OF
A CASH MANAGEMENT PLAN**

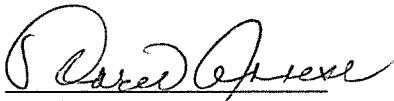
WHEREAS, N.J.S.A. 40A:5-14 requires that Municipalities adopt a
Cash Management Plan;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of
the Township of Willingboro, assembled in public session this 5th day of January, 2007,
that the Township Council has entered into a Cash Management Plan, as per the
attached, to comply with the requirements of N.J.S.A. 40A:5-14;

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

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

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments. The Cash Management Plan is available for audit.

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

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

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

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

N/A

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

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

IV. DESIGNATION OF DEPOSITORIES.

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

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

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

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

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

Dean, Witter, Reynolds, Inc.

VI. AUTHORIZED INVESTMENTS.

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

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and

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

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

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

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940, 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940, 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves

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

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

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

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

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

VIII. REPORTING REQUIREMENTS.

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

- A. The name of any institution holding funds of the as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Township.

IX. TERM OF PLAN.

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

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

RESOLUTION NO. 2007 - 10

**A RESOLUTION PERMITTING THE AUTHORIZATION OF
PAYMENT IN ADVANCE FOR OFFICIAL TRAVEL.**

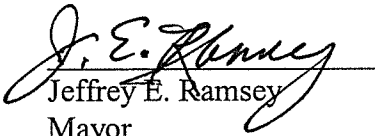
WHEREAS, the provisions of N.J.S.A 40A:5-16 permit the governing body of any local unit, by resolution, to provide for and authorize payment in advance to officers and employees of the local unit toward their expenses for authorized official travel; and

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of January, 2007, that this resolution covers all such expenditures from the 2007 budget; and

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION NO. 2007 – 11

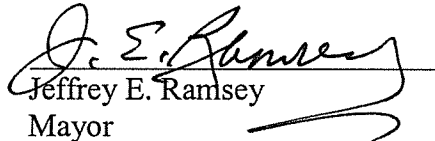
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.

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 5th day of January, 2007, 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.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annesé, RMC
Township Clerk

INDEPENDENCE ABSTRACT 1040 KINGS HIGHWAY NORTH SUITE 700 CHERRY HILL, N.J. 08034 BLOCK 705 LOT 30 11 GENERAL LANE OVERPAYMENT TAXES	\$1601.35
ADNAN MORALES 48 BELMONT LANE WILLINGBORO, N.J. 08046 BLOCK 241 LOT 16 48 BELMONT LANE OVERPAYMENT TAXES	1075.00
COUNTRYWIDE ATTN: RECEIVING UNIT-GRACE GOMEZ 1757 TAPO CANYON ROAD SIMI VALLEY, CA. 93063 BLOCK 524 LOT 21 59 MIDDLEBURY LANE OVERPAYMENT TAXES	2934.56
NEW VISION TITLE 30 FRENEAU MATAWAN, N.J. 07747 BLOCK 540 LOT 8 4 MAYMONT LANE OVERPAYMENT TAXES	1432.33
RATLIFF, PAUL EDWARD & BULESA 35 HAMILTON LANE WILLINGBORO, N.J. 08046 BLOCK 601 LOT 12 35 HAMILTON LANE OVERPAYMENT TAXES	1542.11
WEICHERT TITLE AGENCY 1909 ROUTE 70 EAST CHERRY HILL, N.J. 08003 BLOCK 819 LOT 4 15 EAST STOKES ROAD OVERPAYMENT TAXES	1377.75

SINGH, MOHINDER & PARAMIEET 166 ROCKLAND DR. WILLINGBORO, N.J. 08046 BLOCK 901 LOT 222 166 ROCKLAND DRIVE OVERPAYMENT TAXES	\$3574.20
FRANK E. GIEHL 8 TIPTON LANE WILLINGBORO, N.J. 08046 BLOCK 1124 LOT 15 8 TIPTON LANE SENIOR CITIZEN DEDUCTION	250.00
ERIC R. SADLER 9 PRIMROSE LANE WILLINGBORO, N.J. 08046 BLOCK 301 LOT 21 9 PRIMROSE LANE VETERAN DEDUCTION	250.00
WILLIAM R. JONES 18 EDGELEY LANE WILLINGBORO, N.J. 08046 BLOCK 832 LOT 24 18 EDGELY LANE VETERAN DEUCTION	250.00
MARGARET M. TOOLE 16 EDISON LANE WILLINGBORO, N.J. 08046 BLOCK 819 LOT 25 16 EDISON LANE SENIOR CITIIZEN DEDUCTION	250.00
DARA J. LOGAN-ROOMS 53 GENERAL LANE WILLINGBORO, N.J. 08046 BLOCK 705 LOT 18 53 GENERAL LANE VETERAN DEDUCTION	250.00

HELEN MOORE 564 CHARLESTON ROAD WILLINGBORO, N.J. 08046 BLOCK 608 LOT 41 564 CHARLESTON ROAD VETERAN DEDUCTION	\$250.00
ROBERT C. WIELAND 287 CLUBHOUSE DRIVE WILLINGBORO, N.J. 08046 BLOCK 411 LOT 18 287 CLUB HOUSE DRIVE VETERAN DEDUCTION	250.00
EDNA SHEPPARD 80 COUNTRY CLUB ROAD WILLINGBORO, N.J. 08046 BLOCK 409 LOT 17 80 COUNTRY CLUB ROAD SENIOR CITIZEN DEDUCTION	250.00
LESTER C. TITUS 22 PRIMROSE LANE WILLINGBORO, N.J. 08046 BLOCK 311 LOT 4 22 PRIMROSE LANE VETERAN DEDUCTION	250.00
RAYMOND L. DENSON 90 BARNWELL DRIVE WILLINGBORO, N.J. 08046 BLOCK 232 LOT 17 90 BARNWELL DRIVE VETERAN DEDUCTION	250.00
ASA PECK 60 ENFIELD LANE WILLINGBORO, N.J. 08046 BLOCK 811 LOT 32 60 ENFIELD LANE VETERAN DEDUCTION	250.00

FIS TAX SERVICE
3100 NEW YORK DRIVE, STE. 100
ATTN: NATIONAL REFUNDS:
JENNIFER MARTINEZ
PASADENA, CALIFORNIA 91107
BLOCK 1135
LOT 8
66 TRIANGLE LANE
OVERPAYMENT TAXES

\$1857.50

**RESOLUTION NO. 2007 - 12
 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

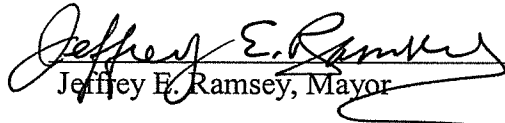
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

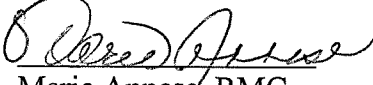
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (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 1/5, 2007, that an Executive Session closed to the public shall be held on 1/5, 2007, at 7:08 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.


 Jeffrey E. Ramsey, Mayor

Attest:

 Marie Annese, RMC
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION NO. 2007 – 13

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO ESTABLISHING AND IMPLEMENTING A FAIR AND OPEN PROCESS FOR THE SELECTION OF VARIOUS PROFESSIONAL SERVICE AGREEMENTS

Whereas, the Township of Willingboro requires the services of various professional service providers; and

Whereas, professional services are exempt from the requirement of public bidding pursuant to N.J.S.A. 40A:11-5; and

Whereas, the Township of Willingboro continues to find it advisable to select professionals primarily on the basis of qualification including qualifications uniquely suited to the needs of the Township of Willingboro; and

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

Whereas, to receive statements of qualification in a manner that fosters a fair and open process it is necessary and advisable to establish advance general criteria and specific minimum requirements for so many of those appointments as possible; and

Whereas, the Township of Willingboro has determined that a fair and open process requires public advertisement of professional appointments in a manner and with sufficient time to provide notice in advance of the contemplation of the appointment and the criteria to be considered in making the appointment; and

Whereas, the Township of Willingboro has determined that a fair and open process requires that all responses be publicly opened and announced and thereafter that all appointments be made at a public meeting of the governing body and then published in accordance with N.J.S.A. 40A:11-5.

Now, Therefore, Be It Resolved as follows:

1. All professional service appointments contained on Schedule A attached to and made a part hereof shall be subject to a fair and open process as set forth below.
2. The Municipal Clerk shall cause a legal notice to be published in a newspaper authorized to publish legal notices for the Township, stating that a full listing of all professional service appointments subject to a fair and open process, together with the criteria for the consideration of qualifications can be obtained from the Township Clerk's Office. The newspaper notice will be published no later than January 17, 2007.


Res. 2007 – 13 cont'd.

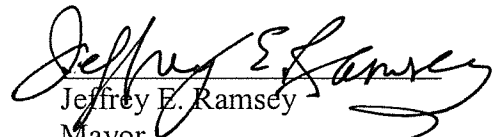
3. The criteria for each position contained on Schedule A follows immediately subsequent to the listing on Schedule A.
4. The notice shall inform potential applicants that all submissions must be made to the Township Clerk's Office and received not later than 12:01 PM, Friday, February 2, 2007.
5. Commencing at 12:01 p.m. on February 2, 2007, or as soon thereafter as may be possible; the Township Clerk shall publicly open and announce all submissions in the Township's public meeting room.
6. The Township Council shall thereafter review all submissions.
7. Appointments shall thereafter be made at a public meeting of the Township Council.
8. Subsequent to appointments, appropriate notices shall be published in accordance with requirements of N.J.S.A. 40A:11-5.

Be It Further Resolved, that those positions included on Schedule A are those which the Township of Willingboro reasonably believes will be subject to appointment for the year 2007. However, all such appointments are subject to the availability of funds and the continuing needs of the Township. Accordingly, inclusion of a position on Schedule A is not a representation or warranty that such position will be filled, but that if filled it will be subject to the process contained herein.

Be It Further Resolved that the Township Council has determined that the terms of this Resolution constitute a fair and open process as to all positions included herein.

Attest:


Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey
Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**NOTICE
WILLINGBORO TOWNSHIP
REQUEST FOR QUALIFICATIONS**

Notice is given that the Township Council of the Township of Willingboro, County of Burlington, New Jersey is issuing a Request for Qualifications (RFQ) requesting offers to provide services for the following professional positions.

Municipal Attorney	Municipal Labor Counsel
Municipal Bond Counsel	Municipal Tax Attorney
Municipal Prosecutor	Municipal Public Defender
Library Board Attorney	Municipal Auditors
Assistant Prosecutor	Fire Commissioner Attorney
Consulting Engineers	Township Planner
Township Physician	Special Counsel
Police Review Officer	Planning Board Attorney
Zoning Board Attorney	

Professional services to be provided to the Township of Willingboro for the period January 2007 through December 31, 2007.

The requirements for submissions and the terms and conditions for the services to be provided are contained in the RFQ document which is available from the Township Clerk's Office (609)877-2200 ext. 6202, 6203, 6204.

Responses must be received no later than 12:01 PM on **Friday, February 2, 2007 at 12:01 PM** by the Office of the Township Clerk, Municipal Complex, Room 2, One Salem Road, Willingboro, New Jersey 08046 at which time they will be opened. Attendance at the proposal opening is not required and the Township assumes no responsibility for delays in delivery that result in proposals being delivered later than the scheduled time of opening.

Marie Annese, RMC
Township Clerk

(Replacement ad sent to Carol/BCT 1/12/07 and ok for publication 1/16/07)

SCHEDULE A

PROFESSIONAL SERVICES CONTRACTS TO BE AWARDED BY ESTABLISHED QUALIFICATION CRITERIA

The Township of Willingboro solicits statements of qualification for applicants for appointment to the following professional positions. Responses should address the general criteria and mandatory minimum criteria for the position sought. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law. Responses must be received in the Office of the Township Clerk, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, no later than 12:01 PM Friday, February 2, 2007. All responses shall be opened and announced publicly, immediately thereafter by the Township Clerk or her representative. Responses will be reviewed by the governing body and all appointments will be announced at a public meeting. Unless otherwise noted appointments shall be for the calendar year of 2007 and subject to the execution of an appropriate contract.

GENERAL PROPOSAL REQUIREMENTS

The request for qualifications is to be formatted as follows to assure consistency:

- Section A. Understanding of the Scope of Services to be provided for the Township
- Section B. Qualifications & Experience
- Section C. Resume & Qualifications of Key Personnel
- Section D. Client/Reference List
- Section E. Conflict of Interest(s): This section should disclose any potential conflicts of interest that the firm may have in performing these services for the Township
- Section F. Miscellaneous/Other information (This section is for any further pertinent data and information not included elsewhere in the RFQ and found necessary by the proposer).

MISCELLANEOUS REQUIREMENTS

1. The Township of Willingboro will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request for Qualifications. Emphasis should be on completeness and clarity of content.
2. The contents of the proposal submitted by the successful firm(s) and this Request for Qualifications may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the Township of Willingboro.

3. Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.
4. The Township of Willingboro reserves the right to reject any and all proposals received by reason of this Request for Qualifications, or to negotiate separately in any manner necessary to serve the best interests of the Township. Firms whose proposals are not accepted will be notified in writing.
5. Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Township.
6. The selected firm(s) shall be required to comply with the requirements of P.L. 1975, c.127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of the Agreement.
7. The selected firm(s) shall be required to provide a Business Registration Form(s).
8. The selected firm(s) may be required to provide Proof of Insurance.

EVALUATION OF PROPOSALS

The proposal will be independently evaluation on the basis of the criteria listed below:

Proven record of experience, including referrals, in providing the type of services detailed herein

- ◆ Ability to provide services in a timely manner.
- ◆ Personnel qualifications.
- ◆ Understanding of the services requested (including completeness and clarity of submission), and qualitative nature of the services proposed.

SPECIFIC PROPOSAL REQUIREMENTS

MUNICIPAL ATTORNEY

GENERAL CRITERIA: The Township of Willingboro desires to appoint a municipal attorney who will be the chief, general legal officer of the Township. Applicants should demonstrate knowledge of general New Jersey municipal law, New Jersey redevelopment law and municipal contract law. Any experience or knowledge of matters directly affecting the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than ten (10) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
2. Must have a minimum of five (5) years experience in the general representation of municipal governments or municipal authorities.
3. Must list past and present municipal or government authorities represented.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must have sufficient support staff available to provide all general legal services required by the Township including, but not limited to, legal research, preparation of resolutions, preparation of ordinances, preparation of contracts and other legal documents.

MUNICIPAL LABOR COUNSEL

GENERAL CRITERIA: The Township of Willingboro desires to appoint an attorney or firm who will be the Township's primary representative in all matters relating to labor relations. Applicants should demonstrate knowledge of and experience in the representation of public employers. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative agencies of the State of New Jersey for a period of not less than ten (10) years preceding appointment.
2. Must have a minimum of seven (7) years experience representing public employers in labor relation matters.
3. Must have sufficient support staff to provide all services required by the Township including, but not limited to, legal research, preparation of legal memoranda, contracts and other legal documents.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must list past and present public employers represented as Labor Counsel.

MUNICIPAL BOND COUNSEL

GENERAL CRITERIA: The Township of Willingboro desires to appoint an attorney or firm who will be the primary legal representative of the Township in all matters relating to the issuance of public debt instruments including bonds and bond anticipation notes of the Township. Applicant should demonstrate knowledge of municipal bond and finance law. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than ten (10) years preceding appointment.
2. Must have a minimum of ten (10) years experience representing municipal entities in connection with the approval of bond ordinances and the issuance of municipal bonds and/or notes.
3. Must maintain a bona fide office in the State of New Jersey.
4. Must have sufficient support staff to provide all services required by the Township including, but not limited to, the preparation of all documents necessary and incidental to the issuance of bonds and other municipal obligations.
5. Must list past and present public entities represented as Bond Counsel.

MUNICIPAL TAX ATTORNEY

GENERAL CRITERIA: The Township of Willingboro desires to appoint a municipal tax attorney to handle the represent the Township of Willingboro in all tax related matters, including but not limited to, tax appeals held before the tax court. Applicants should demonstrate knowledge of general New Jersey tax law. Any experience or knowledge of matters directly affecting the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than ten (10) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
2. Must have a minimum of five (5) years experience in the general representation of municipal governments or municipal authorities in tax appeals.
3. Must list past and present municipal or government authorities represented.

4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must have sufficient support staff available to provide all general legal services required by the Township including, but not limited to, legal research, preparation of resolutions, preparation of ordinances, preparation of contracts and other legal documents.

MUNICIPAL PROSECUTOR

GENERAL CRITERIA: The Township of Willingboro desires to appoint a chief prosecutor who will be the legal representative of the State of New Jersey and the Township of Willingboro in the prosecution of cases before the Municipal Court of the Township of Willingboro. Applicants should demonstrate knowledge and experience in matters relating to prosecution matters before the municipal courts of the State of New Jersey, as well as a certification from the Prosecutor of Camden County to prosecute DWI cases involving the Alcotest 7110C. Any experience or knowledge of matters that directly affect the Township of Willingboro or its municipal court should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than five (5) years preceding appointment.
2. Must have a minimum of five (5) years experience appearing in municipal court matters in the State of New Jersey.
3. Must provide a description of availability for municipal court sessions as scheduled in Willingboro.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must list other past and present municipal courts served as Prosecutor or Public Defender.

MUNICIPAL PUBLIC DEFENDER

GENERAL CRITERIA: The Township of Willingboro desires to appoint an attorney at law who will be the principal public defender for those who qualify for public defender services in the Municipal Court of the Township of Willingboro. Applicant should demonstrate knowledge and experience in the defense of matters in the municipal courts of the State of New Jersey. Any experience or knowledge of matters that directly affect the Township of Willingboro or its municipal court should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than five (5) years preceding appointment.
2. Must have a minimum of five (5) years experience appearing in municipal and superior courts of the State of New Jersey.
3. Must maintain a bona fide principal office in the State of New Jersey.
4. Must provide a description of availability for municipal court sessions.
5. Must list other past or present municipal courts served as Public Defender or Prosecutor.

LIBRARY BOARD ATTORNEY

GENERAL CRITERIA: The Township of Willingboro desires to appoint an attorney who will be the solicitor to the library. Applicants should demonstrate knowledge of general New Jersey municipal law, New Jersey redevelopment law, municipal library law and municipal contract law. Any experience or knowledge of matters directly affecting the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than five (5) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
2. Must have a minimum of five (5) years experience in the general representation of municipal governments or municipal authorities.
3. Must list past and present municipal or government authorities represented.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must have sufficient support staff available to provide all general legal services required by the Township including, but not limited to, legal research, preparation of resolutions, preparation of ordinances, preparation of contracts and other legal documents.

POLICE REVIEW OFFICER

GENERAL CRITERIA: The Township of Willingboro desires to appoint an attorney or firm who will be the Township's primary representative in all matters relating to review of police

employment matters and appear on behalf of the Township before administrative tribunals. Applicants should demonstrate knowledge of and experience in the representation of police employment or similar government labor related matters. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative agencies of the State of New Jersey for a period of not less than five (5) years preceding appointment.
2. Must have a minimum of seven (5) years experience representing public employers in labor relation matters.
3. Must have sufficient support staff to provide all services required by the Township including, but not limited to, legal research, preparation of legal memoranda, contracts and other legal documents.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must list past and present public employers represented as Labor Counsel.

MUNICIPAL AUDITORS

GENERAL CRITERIA: The Township of Willingboro desires to appoint a firm of certified public accountants to act as municipal auditors for the Township of Willingboro. Applicant should demonstrate knowledge of municipal auditing laws and regulations and experience in providing advice to municipal entities on records compliance issues. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. The firm must employ a minimum of ten (10) certified public accountants who have been licensed in that capacity for a period of not less than seven (7) years each prior to the date of appointment.
2. The firm must employ a minimum of five (5) registered municipal accountants licensed and qualified in that capacity for a minimum of five (5) years each prior to the appointment.
3. Must have a minimum of ten (10) years' experience in providing auditing services to municipalities within the State of New Jersey.
4. Must maintain a current principal office within the State of New Jersey.
5. Must describe any special services available to municipal clients.
6. Must list all past and present municipal clients.

ASSISTANT PROSECUTOR

GENERAL CRITERIA: The Township of Willingboro desires to appoint a New Jersey licensed attorney to act as an Assistant Prosecutor. The responsibilities of the Assistant Prosecutor will be to represent its building department in the prosecution of property maintenance code violations before the Municipal Court of the Township of Willingboro and to assume the duties of the Prosecutor in the event of a conflict. Applicant must demonstrate knowledge regarding matters relating to prosecution before the municipal courts of the State of New Jersey. Any experience or knowledge of matters directly affecting the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than five (5) years.
2. Must have a minimum of five (5) years experience appearing in municipal court matters in the State of New Jersey.
3. Must provide a description of availability for municipal court sessions as scheduled in Willingboro.
4. Must maintain a bona fide office in the State of New Jersey.

FIRE COMMISSION ATTORNEY

GENERAL CRITERIA: The Township of Willingboro desires to appoint an attorney who will be the solicitor to the Township of Willingboro Fire Commission. Applicants should demonstrate knowledge and experience of New Jersey Fire code and any related statutes. Any experience or knowledge of matters directly affecting the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than five (5) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
2. Must have a minimum of five (5) years experience in the general representation of municipal governments, Fire Districts or municipal authorities.
3. Must list past and present municipal or government authorities represented.
4. Must maintain a bona fide principal office in the State of New Jersey.

5. Must have sufficient support staff available to provide all general legal services required by the Township including, but not limited to, legal research, preparation of resolutions, preparation of ordinances, preparation of contracts and other legal documents.

SPECIAL COUNSEL

GENERAL CRITERIA: The Township of Willingboro desires to appoint an attorney or firm to represent the Township in both general and specific matters related to municipal governments on an as needed basis. Applicants should demonstrate knowledge of general New Jersey municipal law, New Jersey redevelopment law and municipal contract law. Any experience or knowledge of matters directly affecting the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than five (5) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
2. Must have a minimum of five (5) years experience in the general representation of municipal governments or municipal authorities.
3. Must list past and present municipal or government authorities represented.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must have sufficient support staff available to provide all general legal services required by the Township including, but not limited to, legal research, preparation of resolutions, preparation of ordinances, preparation of contracts and other legal documents.

PLANNING BOARD ATTORNEY

GENERAL CRITERIA: The Township of Willingboro desires to appoint an attorney or firm who will serve as Solicitor for the Planning Board. Applicants should demonstrate knowledge of and experience in the representation of Planning or Zoning Boards. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative agencies of the State of New Jersey for a period of not less than ten (10) years preceding appointment.
2. Must have a minimum of five (5) years experience representing Planning or Zoning Boards or seven (7) years representing clients before Planning or Zoning Boards.
3. Must have sufficient support staff to provide all services required by the Township including, but not limited to, legal research, preparation of legal memoranda, contracts and other legal documents.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must list past and present Planning or Zoning Boards represented as Solicitor.

ZONING BOARD ATTORNEY

GENERAL CRITERIA: The Township of Willingboro desires to appoint an attorney or firm who will serve as Solicitor for the Zoning Board. Applicants should demonstrate knowledge of and experience in the representation of Zoning or Planning Boards. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative agencies of the State of New Jersey for a period of not less than ten (10) years preceding appointment.
2. Must have a minimum of five (5) years experience representing Zoning or Planning Boards or seven (7) years representing clients before Zoning or Planning Boards.
3. Must have sufficient support staff to provide all services required by the Township including, but not limited to, legal research, preparation of legal memoranda, contracts and other legal documents.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must list past and present Zoning or Planning Boards represented as Solicitor.

CONSULTING ENGINEERS

GENERAL CRITERIA: The Township of Willingboro desires to appoint a firm or firms to provide consulting engineering services to the Township. Applicants should demonstrate knowledge and experience with respect to all aspects of engineering services required by a

municipal entity. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed. The successful firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be certified to provide engineering services in the State of New Jersey.
2. Must have a minimum of five (5) years experience in providing consulting services to municipalities including demonstrated experience with road programs, drainage improvement projects, combined sewer projects, utility upgrades and replacement, public building improvement programs, recreational facilities, land surveying and mapping projects.
3. Must be experienced in obtaining permits and approvals from various state, county and local regulatory agencies.
4. Must maintain a staff of New Jersey licensed or certified professionals sufficient to service the Township of Willingboro including, but not limited to: civil engineers, land surveyors, planners, environmental scientists and construction administrators.
5. Must maintain a principal office location in close proximity to Willingboro so as to be able to respond to emergent matters promptly.
6. Must be experienced in the preparation of grant applications.
7. Must have project managers with at least five (5) years of municipal experience.
8. Must list past and present municipalities served as Consulting Engineer.

TOWNSHIP PHYSICIAN

GENERAL CRITERIA: The Township of Willingboro desires to appoint a Township physician who will be a primary resource to provide emergency medical attention as required for employees of the Township of Willingboro and regular care and referral services for employees injured while in the course of their employment. Applicants should demonstrate knowledge and experience serving as physicians for municipal entities. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice medicine in the State of New Jersey for a minimum of ten (10) years prior to appointment.

2. Must have a minimum of ten (10) years experience in treatment and care as it relates to occupational health issues.
3. Must have demonstrable experience in dealing with issues particular to the fitness for duty of public employees.
4. Must have sufficient staff to perform all clerical functions required by a municipal entity of its appointed physician.
5. Must have a principal office in close proximity to the Township of Willingboro, preferably within the Township of Willingboro for the purpose of providing prompt access for Township employees.
6. Must list all past and present municipal clients.

TOWNSHIP PLANNER

GENERAL CRITERIA: The Township of Willingboro desires to appoint a Planner to act as the Township's Planner. The Planner will be responsible for providing general planning services to the Township as well as the Planning and Zoning Boards. Applicants should demonstrate knowledge and experience with respect to all aspects of general planning services and land use regulations required by a municipal entity. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be certified to provide planning services to a municipality in the State of New Jersey.
2. Must have a minimum of ten (10) years experience in providing planning services to municipalities including demonstrated experience with road programs, drainage improvement projects, combined sewer projects, utility upgrades and replacement, public building improvement programs, recreational facilities, land surveying and mapping projects.
3. Must be experienced in obtaining permits and approvals from various state, county and local regulatory agencies with specific experience related to redevelopment and land use preferred.
4. Must maintain a staff of New Jersey licensed or certified professionals sufficient to service the Township of Willingboro including, but not limited to: civil engineers, land surveyors, planners, environmental scientists and construction administrators.
5. Must maintain a principal office location in close proximity to Willingboro so as to be able to respond to emergent matters promptly.
6. Must be experienced in the preparation of Municipal Master Plans.

7. Must list past and present municipalities and/or Planning and Zoning Boards served as Consulting Engineer.

INSURANCE REQUIREMENTS

Prior to commencing work under contract, the successful firm shall furnish the Township of Willingboro with a certificate of insurance as evidence that it has procured the insurance coverage required herein. A carrier approved by the Township of Willingboro must provide the coverage. Firms must give the Township of Willingboro a sixty (60) day notice of cancellation, non-renewal, or change in insurance coverage. The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request for Qualifications:

PROFESSIONAL LIABILITY

Minimum of \$1,000,000.00 errors and omissions per occurrence to be amended based upon the specific work and values involved.

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

- ◆ Statutory coverage for New Jersey
- ◆ \$100,000.00 Employer's Liability

GENERAL LIABILITY

Minimum of \$1,000,000 per occurrence to be amended based upon the specific work and values involved. The Township of Willingboro shall be named as additional insured with respect to general liability.

AUTOMOBILE LIABILITY

Minimum of \$1,000,000 per occurrence / \$1,000,000 aggregate. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

INDEMNIFICATION

The selected firm(s) shall defend, indemnify and hold harmless the Township of Willingboro; its officers, agents, and employees from any and all claims and costs of any nature. Whether for personal injury, property damage, or other liability arising out of or in any way connect with the firm's acts or omissions under this agreement.

RESOLUTION NO. 2007 - 14

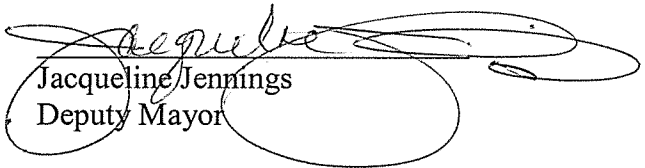
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and payments made in error, Senior deductions and veterans deductions; and


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 23rd day of January, 2007, 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.


Jacqueline Jennings
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓

<p>WELLS FARGO 1 HOME CAMPUS, MACX2502-011 REGION 1 ATTN: FINANCIAL UNIT DES MOINES, IA 50328-0001 BLOCK 613 LOT 17 45 HARGROVE LANE OVERPAYMENT TAXES</p>	\$592.10
<p>FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE, SUITE 100 ATTN: NJ TEAM ROCHESTER, NEW YORK 14623 BLOCK 729 LOT 3 63 GARRISON CIRCLE OVERPAYMENT TAXES</p>	2032.05
<p>COUNTRYWIDE TAX SERVICE MS:SVW-24 1757 TAPO CANYON ROAD SIMI VALLEY, CA. 93063 BLOCK 904 LOT 64 12 RADFORD PLACE OVERPAYMENT TAXES</p>	792.65
<p>SINGH, MOHINDER & PARAMGETT 166 ROCKLAND DRIVE WILLINGBORO, N.J. 08046 BLOCK 901 LOT 222 166 ROCKLAND DRIVE OVERPAYMENT TAXES</p>	251.28
<p>WASHINGTON MUTUAL BANK ATTN: TAX REFUND DEPT FSC0211 PO BOX 100573 FLORENCE, S.C. 29501-0573 BLOCK 1114 LOT 4 79 TIFFANY LANE OVERPAYMENT TAXES</p>	1569.54
<p>INVESTORS TITLE CO. 26691 PLAZA DRIVE, SUITE 120 MISSIONVIEJO, CA. 92691 BLOCK 834 LOT 1 5 EXECUTIVE LANE OVERPAYMENT TAXES</p>	1315.13

BRIAN VANLOAN \$1367.86
45 SANDSTONE LANE
WILLINGBORO, N.J. 08046
BLOCK 128
LOT 15
45 SANDSTONE LANE
OVERPAYMENT TAXES

WALTER & CHIEKO BROWNING 1194.34
103 NEW CASTLE LANE
WILLINGBORO, N.J. 08046
BLOCK 1003
LOT 173
103 NEW CASTLE LANE
OVERPAYMENT TAXES

**RESOLUTION 2007 - 15
FUND COMMISSIONER**

WHEREAS: Public Law 1983, c.372 (N.J.S.A. 40A:10-36 et seq) permits utility authorities to join together to form a joint insurance fund; and

WHEREAS, the **Southern New Jersey Regional Employee Benefits Fund** is duly constituted as a Municipal Self-Insurance Fund; and

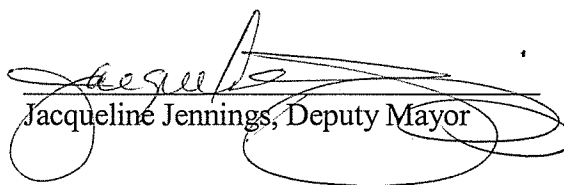
WHEREAS, the Township of Willingboro is a member of the Professional Municipal Management Joint Insurance Fund, and


WHEREAS, the NJSA 40A:10-36 et seq as well as the Bylaws of the Southern New Jersey Regional Employee Benefits provide that "in the manner generally prescribed by law, each participating utility authority shall appoint one (1) commissioner to the Fund. Each participating municipality shall select either a member of its governing body or one of its employees and,

WHEREAS the term of the appointment is either:

1. A commissioner, other than the special commissioner, who is a member of the appointing municipality's governing body shall hold office for two years or for the remainder of his/her term of office as a member of the governing body, whichever shall be less.
2. Commissioners who are employees of the appointing utility authority shall hold office at the pleasure of the utility authority and can be removed by the utility authority at any time without cause.

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Willingboro assembled in public session this 23rd day of January, 2007, does hereby appoint Eric Berry, Deputy Township Manager, to serve as Fund Commissioner to the Southern New Jersey Regional Employee Benefits


Jacqueline Jennings, Deputy Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell				✓

RESOLUTION NO. 2007 - 16
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

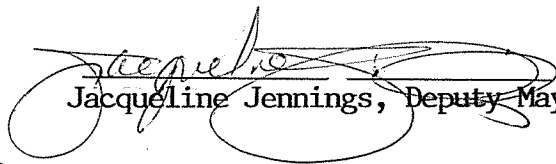
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 1/23, 2007, that an Executive Session closed to the public shall be held on 1/23, 2007, at 8:35 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.


 Jacqueline Jennings, Deputy Mayor

Attest:

 Marie Anese, RMC
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey				<input checked="" type="checkbox"/>

RESOLUTION NO. 2007 - 17

**A RESOLUTION AUTHORIZING A CHANGE ORDER No. 1 (Final)
AND CERTIFICATE NO. 3 (Final) FOR AMERICAN ATHLETIC
COURTS, INC. – RESURFACING OF MISCELLANEOUS COURTS
AND PATHWAYS**

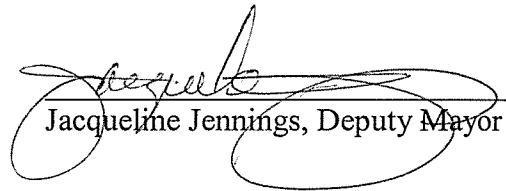
WHEREAS, Willingboro Township Council, by Resolution No. 2005 – 156 awarded a contract to American Athletic Courts, Inc. in the amount of \$183,785.00; and

WHEREAS, the Engineer has submitted Change Order No. 1. which **adjusts and reduces** the contract by \$9,385.00 as per the engineer’s letter dated December 5, 2006; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of January, 2007, that the above Certificate No. 3 (Final) and Change Order No. 1 (Final) be approved.

BE IT FURTHER RESOLVED, that copies of this resolution are forwarded to the Finance Director, Engineer and Auditor for their information.


Jacqueline Jennings, Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓

File

RESOLUTION NO. 2005 - 156

A RESOLUTION AWARDED A BID FOR RESURFACING OF MISCELLANEOUS COURTS AND PEDESTRIAN PATHWAYS

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the above referenced projects; 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 American Athletic Courts, Inc., 2050 Route 206 N., Vincentown, NJ 08088. The award is for a total bid amount of \$183,785.00 representing base bid items 1 through 54; 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 1st day of November, 2005, that the bid be accepted as per the recommendation of the Township Engineer and the Superintendent of Parks and Recreation.

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

Eddie Campbell, Jr. Mayor

Attest: Marie Annese, RMC Township Clerk

Recorded Vote table with columns: Yes, No, Abstain, Absent. Rows: Councilman Ayer, Councilwoman Jennings, Councilman Stephenson, Deputy Mayor Ramsey, Mayor Campbell.

Certification Of Availability of Funds

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

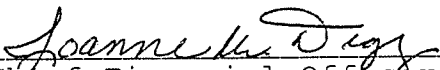
Resolution Date: 11/01/05
Resolution Number: 2005-156

Vendor: AMERI03 AMERICAN ATHLETIC COURTS
2050 RTE 206
VINCENTOWN, NJ 08088

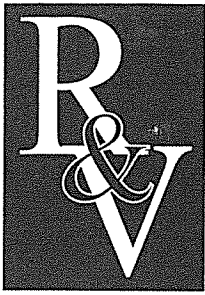
Contract: 05-00015 AMER ATHLETIC-COURT RESURFACES

Account Number	Amount	Department
C-04-55-904-002-911	115,785.00	2004 GENERAL CAPITAL
C-04-55-905-002-904	68,000.00	GENERAL CAPITAL 2005
Total	183,785.00	

Only amounts for the 2005 Budget Year have been certified.
Amounts for future years are contingent upon sufficient funds
being appropriated.



Chief Financial Officer



Remington & Vernick Engineers
Remington, Vernick & Vena Engineers
Remington, Vernick & Beach Engineers
Remington, Vernick & Arango 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.
Richard G. Arango, 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.
Charles E. Adamson, P.L.S., A.E.T.
Kim Wendell Bibbs, P.E., C.M.E.
Marc DeBlasio, P.E., P.P., C.M.E.
Leonard A. Faiola, P.E., C.M.E.

**Remington & Vernick
Engineers**

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

15-33 Halsted Street
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

**Remington, Vernick
& Vena Engineers**

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

3 Jocama Boulevard, Suite 2
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (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)

**Remington, Vernick
& Beach Engineers**

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

102 West Allen Street
Mechanicsburg, PA 17055
(717) 766-1775
(717) 766-0232 (fax)

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

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

**Remington, Vernick
& Arango Engineers**

243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

December 5, 2006

Mr. Eric Berry
Acting Township Manager
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

**Re: Township of Willingboro
Resurfacing of Miscellaneous Courts & Pathways
Certificate #3 FINAL Recommendation
Change Order #1 FINAL Recommendation
RV&A #. 0338T024**

Dear Mr. Berry:

Enclosed please find one (1) original and one (1) copy of Certificate No. 3 FINAL along with the contractor's voucher for payment in connection with the above referenced project.

Also enclosed, please find four (4) original signed copies of Change Order No. 1 FINAL for your review and approval. Upon execution, please retain one (1) original copy and send the remaining three (3) originally signed copies to our office for further distribution.

Included in this package is the Maintenance Bond for this project as presented by American Athletic Courts.

If you should have any questions, please contact our Bordentown office at 609-298-6017.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

Richard G. Arango, P.E., C.M.E.
Executive Vice President

RGA/clg

Enclosure(s)

c: American Athletics
K. Wendell Bibbs

T:\Inspections\Willingboro\Billing\Resurfacing of Misc. courts and paths\024 ct #3 FINAL.doc

Earning Our Reputation Everyday Since 1901

www.rve.com

WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

No 017943

Pay To American Athletic Courts, Inc.

ADDRESS 2050 Route 206

CITY Vincentown, NJ 08088

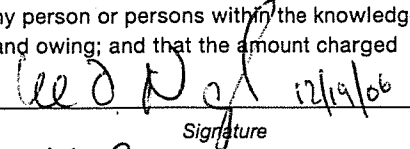
DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Furnishing of all labor and materials for the Resurfacing of Miscellaneous Courts & Pedestrian Pathways:		
	Total Amount Completed to Date		\$174,400.00
	Less 0% Retainage		\$0.00
	Subtotal		\$174,400.00
	Less Amount Previously Certified		\$78,792.00
	AMOUNT DUE THIS CERTIFICATE		\$95,608.00

VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I further certify that, as an employer with [] more than five (5) employees
[] less than five (5) employees
(Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.



 Signature

 V. Pres

 Title

DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

Signature _____
Title _____

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID
 Approved for Payment	CHECK No.
 Township Manager	

R V REMINGTON, VERNICK & ARANGO ENG.
& A CERTIFICATE #3 FINAL

AMERICAN ATHLETIC CTS.
 2050 ROUTE 206 N
 VINCENTOWN, NJ 08088
 609-859-1414

PROJECT NAME:

RESURFACING OF MISCELLANEOUS COURTS & PEDESTRIAN PATHWAYS

CERTIFICATE #3 FINAL

PROJECT NUMBER:

0338T024

CLIENT:

TOWNSHIP OF WILLINGBORO DEPARTMENT OF PARKS & RECREATION

x *W. D. Naylor* 12/19/2006
 Contractor's Signature Date

#	DESCRIPTION	QUANTITY		UNITS	CONTRACT	QTY.	TOTAL	TOTAL
		&	UNITS					
						COMPL. #3 FINAL	COMPL.	PAYABLE
1	ROADWAY EXCAVATION	185	CY	\$80.00	\$14,800.00	60	175	\$14,000.00
2	REMOVE AND REPLACE ROADWAY BASE	120	SY	\$40.00	\$4,800.00	0	120	\$4,800.00
3	MILLING, 1-1/2" THICK	1310	SY	\$10.00	\$13,100.00	0	1310	\$13,100.00
4	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	55	CY	\$60.00	\$3,300.00	0	51	\$3,060.00
5	HOT MIX ASPHALT BASE COURSE, MIX I-2, 2-1/2" THICK	20	TON	\$125.00	\$2,500.00	0	15	\$1,875.00
6E	HOT MIX ASPHALT	88	TON	\$100.00	\$8,800.00	88	88	\$8,800.00
6	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 1-1/2" THICK	135	TON	\$100.00	\$13,500.00	0	135	\$13,500.00
7	TACK COAT	220	GAL	\$3.00	\$660.00	0	100	\$300.00
8	SEALING OF CRACKS IN HOT MIX ASPHALT	815	LF	\$5.00	\$4,075.00	508	508	\$2,540.00
9	THE PREMIER COURT SURFACING SYSTEM OR APPROVED EQUAL	1670	SY	\$33.00	\$55,110.00	1670	1670	\$55,110.00
10	ACRYLIC COURT RESURFACER, COLOR AND LINE STRIPING	3085	SY	\$13.00	\$40,105.00	1750	3085	\$40,105.00
11	PAVEMENT FABRIC (PETROMAT 4598 OR APPROVED EQUAL)	1020	LF	\$2.00	\$2,040.00	0	460	\$920.00
12	TOPSOILING, 4" THICK	1745	SY	\$7.50	\$13,087.50	0	540	\$4,050.00
13	FERTILIZING AND SEEDING, TYPE A-3	1745	SY	\$1.00	\$1,745.00	0	540	\$540.00
14	WOOD MULCHING, 4" THICK	1330	SY	\$11.25	\$14,962.50	0	1040	\$11,700.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$174,400.00</u>
LESS 0% RETAINAGE	<u>\$0.00</u>
SUBTOTAL	<u>\$174,400.00</u>
LESS AMOUNT PREVIOUSLY CERTIFIED	<u>\$78,792.00</u>
AMOUNT DUE THIS CERTIFICATE	<u><u>\$95,608.00</u></u>

SUMMARY

ORIGINAL CONTRACT AMOUNT \$183,785.00
CHANGE ORDERS (ADJUSTED AMOUNTS)

1	\$8,800.00
2	(\$18,185.00)
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS (\$9,385.00)
AMENDED CONTRACT AMOUNT \$174,400.00

PAYMENTS TO DATE (AMOUNT)

1	\$61,784.10
2	\$17,007.90
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL PAYMENTS TO DATE (AMOUNT)


\$78,792.00

AMOUNT OF THIS CERTIFICATE

\$95,608.00

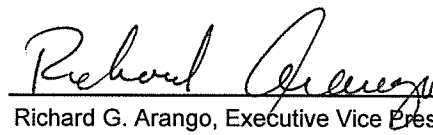
TOTAL AMOUNT OF WORK COMPLETED

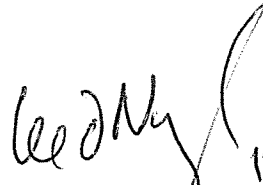
\$174,400.00

 12-6-06
Contract Administrator Date

 12/6/06
Senior Field Supervisor Date

 12/19/06
Municipal Engineer Date

 12/19/06
Richard G. Arango, Executive Vice President Date


A.A.R. 12/19/2006



REMINGTON, VERNICK & ARANGO ENG.

CHANGE ORDER #1 FINAL

CONTRACTOR:
AMERICAN ATHLETIC CTS.
2050 ROUTE 206 N
VINCENTOWN, NJ 08088
609-859-1414

12/04/06

NAME OF PROJECT:
RESURFACING OF MISCELLANEOUS COURTS & PEDESTRIAN PATHWAYS

PROJECT NUMBER:
0338T024

CLIENT:
TOWNSHIP OF WILLINGBORO DEPARTMENT OF PARKS & RECREATION

REASON FOR CHANGE:
ADJUSTMENTS IN AS-BUILT QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
6E	HOT MIX ASPHALT, MIX I-5	88	TONS	\$100.00	\$8,800.00
				\$0.00	\$0.00
					<u>\$8,800.00</u>
REDUCTIONS					
1R	Roadway Excavation	10	cys	\$80.00	\$800.00
4R	DGA	4	cys	\$60.00	\$240.00
5R	Asphalt Base	5	Tns	\$125.00	\$625.00
7R	Tack Coat	120	Gals	\$3.00	\$360.00
8R	Crack Sealing	307	LF	\$5.00	\$1,535.00
11R	Petromat	560	LF	\$2.00	\$1,120.00
12R	Topsoiling	1205	Sy's	\$7.50	\$9,037.50
13R	Fertilizing & Seeding	1205	Sy'S	\$1.00	\$1,205.00
14R	Wood Mulching	290	SY'S	\$11.25	\$3,262.50
					<u>\$18,185.00</u>
SUPPLEMENTALS					
				\$0.00	\$0.00
				\$0.00	\$0.00
					<u>\$0.00</u>
	ORIGINAL CONTRACT AMOUNT				<u>\$183,785.00</u>
	+ SUPPLEMENTAL				<u>\$0.00</u>
	+ EXTRA				<u>\$8,800.00</u>
	- REDUCTION				<u>(\$18,185.00)</u>

ADJUSTMENT AMOUNT BASED ON
CHANGE ORDER NO. 1 FINAL

\$174,400.00

ACCEPTED BY:

Wendy Noy 12/19/2006
American Athletic Courts, Inc. Date

George LaPorte III 12/6/06
Senior Field Supervisor Date

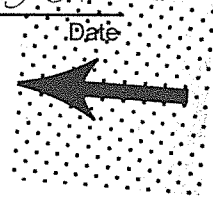
Richard Arango 12/19/06
Municipal Engineer Date

RECOMMENDED BY:

Richard Arango 12/19/06
Richard G. Arango, P.E., C.M.E., Exec. V. P. Date

APPROVED BY:

[Signature] 1-23-07
Willingboro Township Date



HERE

RESOLUTION NO. 2007 - 18

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A MUNICIPAL SOLID WASTE SERVICE CONTRACT
WITH THE COUNTY OF BURLINGTON FOR THE
PROVISION OF SOLID WASTE SERVICES.**

WHEREAS, in accordance with the provisions of the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E- 1 et seq., and the Burlington County District Solid Waste Management Plan (the "Plan") adopted pursuant thereto, the Burlington County Board of Chosen Freeholders (the "County") has developed, implemented and financed a solid waste management system (the "Solid Waste System") to provide for the processing, disposal and recycling of all solid waste generated within Burlington County; and

WHEREAS, the County has determined to provide for continued use of its Solid Waste System by the TOWNSHIP OF WILLINGBORO at a guaranteed cost; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County without public advertising for bids and bidding therefor; and

WHEREAS, pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., the TOWNSHIP OF WILLINGBORO may enter into an agreement with the County and for any term agreed upon by the parties; and

WHEREAS, the TOWNSHIP OF WILLINGBORO has determined that it desires to participate and utilize the County's Solid Waste System;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 23rd day of January, 2007, as follows:

Section 1. The Mayor of the Township of Willingboro is hereby authorized and directed to execute a Municipal Solid Waste Service Contract with the County of Burlington, in substantially the form attached hereto as Exhibit A, which agreement shall be deemed a part hereof as if fully set forth herein, with such changes thereto as are approved by counsel to the Township of Willingboro.

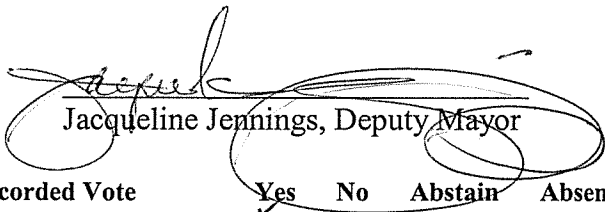
Section 2. The Township Clerk is hereby authorized and directed to attest to the signature of the official of the Township of Willingboro named in Section 1 hereof, and to affix on the execution counterparts of the Agreement, the official seal of the Township of Willingboro.

Section 3. This Resolution shall take effect immediately.

Attest:



Marie Annese, RMC
Township Clerk



Jacqueline Jennings, Deputy Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



TOWNSHIP OF WILLINGBORO

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

February 14, 2007

Mary Pat Robbie, Director
Department of Resource Conservation
P. O. Box 6000
Mount Holly, New Jersey 08060-6000

Dear Ms. Robbie:

Attached are three (3) copies of the Solid Waste Service contract providing for continuation of recycling and solid waste disposal services for calendar year 2007. The contract was signed by Deputy Mayor Jennings. Also attached is a copy of Resolution No. 18-18 which was adopted by Willingboro Township Council at their meeting of January 23, 2007.

Upon completion we would appreciate receiving a fully executed copy of the contract.

Thank you.

Sincerely,

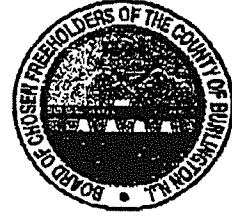
Marie Annese, RMC
Township Clerk

/ma
Att.

BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX
2007 DISPOSAL FEES
 Effective January 1, 2007

WASTE CLASS	DESCRIPTION	BASE RATE	TAX	TOTAL	UNITS
10, 13, 23, 25, 27, 401	Tipping Fee	57.92		57.92	
	Solid Waste Services Tax		1.60		
	Landfill Closure & Contingency Tax		1.50		
	Florence Township Host Benefit		1.53		
	Mansfield Township Host Benefit		1.53		
	County Solid Waste Enforcement Tax		0.33		
	Subtotal Taxes			6.49	
	Total Tipping Fee			\$ 64.41	per ton
12	Total Tipping Fee			\$ 63.31	per ton
13C	Tipping Fee	80.00			
	Taxes		6.49		
	Total Tipping Fee			\$ 86.49	per ton
Source Separated Waste:					
	Scrap Metal			\$ -	per ton
	White Goods with Freon or Propane Tank			\$ 8.00	each
	Freon and Propane Tanks			\$ 14.00	each
	Oxygen and Acetylene Tanks			\$ 100.00	each
	Auto Tires (without rim)			\$ 2.50	each
	Auto Tires (with rim)			\$ 3.25	each
	Truck Tires (without rim)			\$ 7.50	each
	Truck Tires (with rim)			\$ 8.50	each
	Ballast (with light fixture)			\$ 2.00	each
	Ballast (without light fixture)			\$ 1.50	each
	Friable Asbestos			\$ 6.07	per bag
	Non-Friable Asbestos			\$ 3.44	per bag
	Wood (mixed)			\$ 49.00	per ton
	Wood (lumber)			\$ 25.00	per ton
	Wood (pallets) in-County sources			\$ 12.00	per ton
	Wood (pallets) out-of-County sources			\$ 25.00	per ton
	Wood (stumps)			\$ 27.00	per ton
	Wood (tree brush/parts)			\$ 22.00	per ton
	Wood Municipalities (tree parts/brush)			\$ 14.00	per ton
	Wood (treated or mixed load)			\$ 188.00	per ton
	Treated Wood in mixed load handling fee			\$ 376.00	per load
	Sized Creosoted Wood (10' - 30')			\$ 125.00	per ton
Properly packaged Fluorescent Lamps:					
	4 foot long unbroken tubes			\$ 0.44	each
	8 foot long unbroken tubes			\$ 0.88	each
	broken tubes			\$ 1.75	per lb.
Non-Source Separated or Improperly Packaged Fluorescent Lamps:					
	4 foot long unbroken tubes			\$ 0.88	each
	8 foot long unbroken tubes			\$ 1.75	each
	broken or improperly packaged tubes			\$ 3.50	per lb.
Surcharges for Special Waste found in tipped loads:					
	Friable Asbestos			\$ 147.21	per load
	Non-Friable Asbestos			\$ 136.66	per load
	Reloading Fee			\$ 160.00	per load
	Alkaline Battery Pack			\$ 10.00	each
	Lead Acid Battery			\$ 5.00	each
	Auto Tires (without rim)			\$ 8.50	each
	Auto Tires (with rim)			\$ 10.00	each
	Truck Tires (without rim)			\$ 18.00	each
	Truck Tires (with rim)			\$ 24.00	each
	White Goods (with freon or propane tank)			\$ 20.00	each
	White Goods (without freon or propane tank)			\$ 15.00	each
	Freon or Propane Tank			\$ 40.00	each

Board of Chosen Freeholders
County of Burlington
New Jersey



Department of Resource Conservation

Mailing Address:
P.O. Box 6000
Mount Holly, New Jersey 08060-6000

Location:
1900 Briggs Road
Mount Laurel, New Jersey 08054

Telephone No. 856-642-3850
Fax: 856-642-3860

FAX TRANSMITTAL FORM

DATE: 12-18-06
TO: Mayor's Office
FAX#: _____
FROM: _____
SUBJ: 2007 Fees

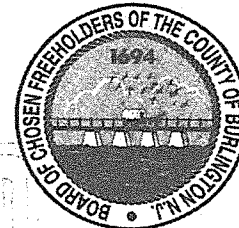
NUMBER of PAGES INCLUDING COVER SHEET 2

MESSAGE:

Please find attached the 2007 Disposal fee rate sheet which should have been sent with your 2007 Solid Waste Contract.

Thank you

Board of Chosen Freeholders
County of Burlington
New Jersey



Department of Resource Conservation

Mailing Address:

P.O. Box 6000
Mount Holly, New Jersey 08060-6000

DEC 18 2006

Location:

1900 Briggs Road
Mount Laurel, New Jersey 08054

Telephone No. 856-642-3850

Fax: 856-642-3860

December 13, 2006

The Honorable Jeffrey E. Ramsey
Willingboro Township
Municipal Complex
Willingboro, NJ 8046

Dear Mayor Ramsey:

On behalf of the Board of the Chosen Freeholders, I am forwarding for your review and execution four (4) copies of a solid waste service contract providing for continuation of recycling and solid waste disposal services for calendar year 2007.

Please be advised that effective January 1, 2007, the base rate charged for landfill disposal will be \$57.92 and the total charge for landfill disposal with applicable taxes and host community benefits will be \$64.41 per ton. This 3% increase in the base rate is in keeping with prior years and is necessary to offset increases that the County has incurred in the cost of operating the solid waste management system. The 2007 rate also reflects a state mandated increase in the Solid Waste Services Tax from \$1.55 per ton to \$1.60 per ton. A complete list of the 2007 charges for solid waste and recyclables accepted at the Resource Recovery Complex is attached for your reference. I would also like to note the potential for a slight increase in the host benefits tax that may become effective in the last quarter of the year. We will provide you with notice of this increase as soon as we know the amount and the effective date.

Please execute all four copies of the agreement and return all four to me at your earliest convenience. A fully executed copy of the agreement will be returned to you.

Your continued support of the County's solid waste management programs is appreciated. Please do not hesitate to contact me at (856) 642-3850 if you should have any questions in this regard.

Very truly yours,

Mary Pat Robbie
Director

MUNICIPAL SOLID WASTE SERVICE CONTRACT

by and between

COUNTY OF BURLINGTON, NEW JERSEY

and

Township of Willingboro

Dated as of January 1, 2007

2007 SOLID WASTE SERVICES AGREEMENT

Municipality: Township of Willingboro
Municipal Complex, One Salem Road
Willingboro, NJ 08046

This Agreement is made by and between the above-named Municipality and the Burlington County Board of Chosen Freeholders (the "County").

WITNESSETH:

WHEREAS, in accordance with the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the County has developed, implemented and financed a solid waste management system (the "System"), consisting of a number of facilities for the disposal or recycling of solid waste generated within the geographic boundaries of the County, pursuant to the Burlington County District Solid Waste Management Plan (the "Plan"); and

WHEREAS, the County has determined to provide for the use by the Municipality of the System through the disposal or processing of solid waste, recyclables and household and small quantity generator hazardous waste (the "S/W Services") collected by or on behalf of the Municipality; and

WHEREAS, the Municipality wishes to participate in and utilize the System; and

WHEREAS, the parties wish to establish the terms and conditions under which (a) the County will provide the S/W Services and (b) the Municipality will deliver solid waste, recyclables and household and small-quantity generator hazardous waste originating within its geographic boundaries that is collected by the Municipality, or on its behalf to the System for processing and/or disposal; and

WHEREAS, the County and the Municipality have duly authorized the making and execution of this Service Contract;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained and of the undertakings of each party to the other, the parties hereto, intending to be bound hereby, mutually covenant, promise and agree as follows:

INDEX

ARTICLE I	DEFINITIONS AND INTERPRETATIONS	
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ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Capitalized words, which are used as defined terms shall have the meanings ascribed to such words below unless the context clearly requires otherwise.

"Acceptable Waste" shall have the meaning ascribed to such term in the Rules and Regulations and shall include Landfill Waste, Bulky Waste Recyclables, Designated Recyclables and Household and Small Quantity Generator Hazardous Waste. It shall not include Unacceptable Waste.

"Applicable Laws" means any permits, licenses and approvals issued for or with respect to the System and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which has been enacted, adopted, promulgated or issued by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the County, the Municipality and/or the System (or any portion thereof), including the Plan.

"Billing Period" means each calendar month in a Billing Year.

"Billing Year" means a twelve-calendar-month period commencing on January 1 and ending on December 31.

"Bulky Waste Recyclables" shall have the meaning set forth in the Rules and Regulations.

"Commencement Date" means January 1, 2007, the date that the County will commence with the provision of S/W Services.

"Contract Date" means the date of execution of this Service Contract by both parties hereto. This Contract shall not be binding on either party until duly executed by both.

"County" means the County of Burlington, New Jersey, acting by and through the Board of Chosen Freeholders, its servants, employees, agents and contractors, successors and assigns.

"DEP" means the New Jersey Department of Environmental Protection, or any successor thereto or any agency or department to which the powers of the Department of Environmental Protection may be transferred.

"Deficiency Charges" means the Service Charges not paid by a Municipality's Designated Hauler for Acceptable Waste originating within the geographic boundaries of the Municipality

"Rules and Regulations" means the rules and regulations that are implemented and modified from time to time by the County relating to the delivery of Acceptable Waste to the System. The Rules and Regulations in effect as of the date of this Service Contract are attached hereto as Schedule 2 and made a part hereof as if set forth in full herein.

"Service Charges" means the fees payable for or with respect to S/W Services, as set forth in Section 4.02 hereof.

"Service Contract" means this "Municipal Solid Waste Service Contract", including the Schedules hereto and any written amendments hereof or supplements hereto that have been executed by both the County and the Municipality.

"Solid Waste" shall have the meaning ascribed to such term in the Rules and Regulations.

"Solid Waste Act" means the New Jersey Solid Waste Management Act constituting Chapter 39 of the Pamphlet Laws of 1970, of the State of New Jersey and the acts amendatory thereof and supplemental thereto.

"S/W Services" means the services provided to the Municipality under the terms of this Service Contract for or with respect to the transfer, transportation, acceptance, processing, recycling and/or disposal of Acceptable Waste, as follows.

- (i) provide environmentally sound disposal capacity for all Solid Waste that is not Hazardous Waste;
- (ii) provide for the collection, processing and marketing of Designated Recyclables;
- (iii) operate and maintain the Household and Small Quantity Generator Hazardous Waste Facility at the Resource Recovery Complex and allow access to that facility by residents of the Municipality and use by the Municipality for Hazardous Wastes it generates in accordance with Applicable Law;
- (iv) provide facilities for the receipt and processing of Bulky Waste Recyclables delivered to the Resource Recovery Complex by the Municipality.

"State" means the State of New Jersey.

"System" or "System" means (a) the facilities, equipment, personalty, land or interests thereon owned or leased by the County, including the Resource Recovery Complex, to provide for the S/W Services, and (b) the rights and obligations of the County under any contracts or

ARTICLE II

OPERATION AND MANAGEMENT OF SYSTEM

Section 2.01. Operation and Management of System. From and after the Commencement Date, the County shall be obligated to operate, maintain and manage the System so as to provide S/W Services to the Municipality in the manner contemplated by the terms of this Service Contract. The County's activities in furtherance of the provisions of this Section 2.01 shall be undertaken in accordance with all Applicable Laws, including specifically and without limitation the provisions of the Solid Waste Act, and in a manner that is consistent with the provisions of the Plan in effect from time to time; provided however, that no Event of Default shall exist with respect to any violation of Applicable Law if the County is diligently and in good faith contesting the Applicable Law.

Section 2.02. Competitive Facilities. During the term of this Service Contract as set forth in Section 7.01 hereof, and in consideration for the rights provided by and the obligations undertaken by the County under the terms of this Article II, the Municipality agrees that it will not design, acquire, construct, operate, maintain or manage (directly or indirectly through contracts or agreements executed by or on behalf of the Municipality) any facilities or contract for the transfer, transportation, acceptance, processing and/or disposal of Acceptable Waste with any other entity or to any other system.

ARTICLE III

PROVISION OF S/W SERVICES; DELIVERY AND PROCESSING OF ACCEPTABLE WASTE

Section 3.01. Provision of S/W Services. From and after the Commencement Date and during the Term of this Agreement, the County shall provide S/W Services to the Municipality in the manner contemplated by the terms of this Service Contract.

Notwithstanding the above to the contrary, in the event that any component of the System is not capable of providing the S/W Services contemplated by the Service Contract, the County shall be entitled to utilize the System (and any facilities and/or contractual agreements that comprise the System) in such manner as the County reasonably determines is the most effective and environmentally secure means of providing the S/W Services contemplated hereunder.

Section 3.02. Waste Delivery Obligations. During the period from the Commencement Date through the Term of the Contract, the Municipality shall deliver to the System all Acceptable Waste originating within the geographic boundaries of the Municipality that is collected by the Municipality or caused to be collected on its behalf through a contract

Section 3.05. Disposal of Unacceptable Waste. The Municipality shall be obligated (and the County shall have no obligation) to provide for the disposal of Unacceptable Waste generated within the geographic boundaries of the Municipality and over which it has control or for which it has responsibility. Such Unacceptable Waste shall be disposed of at such other processing and/or disposal facilities arranged by or procured by the Municipality.

The Municipality shall use reasonable efforts to prevent the delivery of Unacceptable Waste to the Resource Recovery Complex and shall pay Unacceptable Waste Costs arising from the delivery of Unacceptable Waste by the Municipality in accordance with Section 4.09 hereof. If, after the date on which the Municipality makes a payment for Unacceptable Waste Costs, the County receives proceeds from insurance or other third-party payments in respect of such Unacceptable Waste Costs, the County shall credit the Municipality with an amount equal to the lesser of (i) the net proceeds from such insurance or other third-party payments and (ii) the Unacceptable Waste Costs paid by the Municipality.

Section 3.06. Scales, Weighing Records, and Regulation of Deliveries. The County shall operate and maintain scales for the purpose of weighing each loaded vehicle delivering Acceptable Waste to the System, shall maintain records of the number of Tons of Acceptable Waste delivered to the System and may reject deliveries to the System of Unacceptable Waste, all in accordance with the Rules and Regulations.

Section 3.07. Rules and Regulations. The Municipality hereby acknowledges that it has reviewed and is familiar with the Rules and Regulations and it is a condition to the provision by the County of the S/W Services that the Municipality complies with the Rules and Regulations. The County may further modify and enforce the Rules and Regulations. The Rules and Regulations in effect as of the Contract Date are attached hereto as Schedule 2. The Municipality shall also require that its Designated Haulers comply with all Rules and Regulations.

Section 4.03. Payment and Collection of Service Charges.

(a) General. The County shall take all reasonable measures that are permitted by Applicable Law to charge, collect and enforce payment of all Service Charges to the County or for its account.

(b) Payment By Municipality. In the event that Acceptable Waste is delivered by the Municipality (through collection and delivery of such Acceptable Waste by the Municipality's employees) to the System, the County shall charge and collect the applicable Service Charges directly from the Municipality.

(c) Payment by Municipality's Designated Haulers. In the event that Acceptable Waste is delivered to the System on behalf of the Municipality by a person or firm (other than the Municipality's employees) pursuant to the terms of a contract with the Municipality, the County shall charge and collect the applicable Service Charges directly from the person or firm delivering such Acceptable Waste to the System on behalf of the Municipality, or from the Municipality, at the Municipality's option; provided however, execution of this Service Contract by the Municipality shall constitute the Municipality's acknowledgment and agreement to make payment of Deficiency Charges if such person or firm fails to make payment of the Service Charges payable on behalf of such Municipality under this paragraph (c). In no event shall any Designated Hauler's failure to pay amounts to the County due hereunder relieve the Municipality of its obligation to pay the Service Charges.

Section 4.04. Deficiency Charges. In the event that the amount of Service Charges collected from Designated Haulers with respect to any Billing Period is less than the total amount of Service Charges due and payable by the Municipality for or with respect to the provision of S/W Services, the County shall charge the Municipality and the Municipality shall make payment to the County of such shortfall (hereinafter referred to as "Deficiency Charges"). The County shall provide written notice to the Municipality setting forth, at a minimum, the amount of such Deficiency Charges and the method utilized by the County in calculating such Deficiency Charges. Such written notice shall also include sufficient documentation relating to the method of calculation and the assumptions and estimates utilized in such calculation.

Section 4.05. Payment of Service Charges. (a) Payment by Municipality. Subject to the provisions of Section 4.05(b) hereof, such Service Charges shall be paid on a monthly basis for each Billing Period and shall be paid directly by the Municipality to the County. Payment of such Service Charges shall be made by the Municipality either by (1) check, made payable to the County, and paid within thirty (30) days of the date of the invoice for such Service Charges payable with respect to the Billing Period to which such invoice relates, or (2) by withdrawal of the amount of such Service Charges from a pre-paid escrow account established by the Municipality with the County. The amount of such withdrawal shall be equal to the amount reflected on the invoice for such Service Charges payable with respect to the Billing Period to which such invoice relates.

has or may have against the County shall be available hereunder to the Municipality against the County or anyone succeeding to the County's interest.

(iii) The Municipality further agrees that all payments of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs made by the Municipality hereunder, will be final when made and agrees that if any payment of Service Charges, Deficiency Charges and/or Unacceptable Waste Costs is recovered from or repaid by the County, in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Municipality, this Service Contract shall continue to be fully applicable to such liabilities to the same extent as though the payment so recovered or repaid had never been originally made on such liabilities.

(b) Payment of Service Charges, Deficiency Charges and Unacceptable Waste Costs by Municipality Intended to be Equivalent of General Obligation Debt. The Municipality is fully, unconditionally and irrevocably obligated to pay Services Charges, Deficiency Charges and Unacceptable Waste Costs hereunder in the same manner and to the same extent as in the case of general obligation bonds issued by the Municipality. Accordingly, the Municipality is unconditionally and irrevocably obligated and hereby agrees to levy ad valorem taxes upon all the taxable property within the Municipality for the payment of such Service Charges, Deficiency Charges and Unacceptable Waste Costs (if sufficient moneys therefor are not otherwise available) without limitation as to rate or amount as permitted under applicable law.

Section 4.09. Payment Disputes. If (a) a Municipality (or its Designated Haulers on behalf of the Municipality) disputes the amount of any Service Charges or (b) a Municipality disputes the amount of any Deficiency Charges and/or Unacceptable Waste Costs, the Municipality (or, to the extent applicable, its Designated Haulers acting on behalf of the Municipality) shall provide notice to the County of such disputed amount, together with sufficient information to allow the County to understand the nature of the dispute, which notice shall be delivered no later than fifteen (15) days prior to the due date of the amount disputed; provided however, nothing contained herein shall be deemed to constitute a waiver of claims relating to prior payments, credits or adjustments, subject to application of relevant statutes of limitations for such claims under applicable laws. In such event, the Municipality (or to extent applicable, its Designated Haulers acting on behalf of the Municipality) shall make payment of the full amount of the Service Charges, Deficiency Charges and/or the amount of any Unacceptable Waste Costs invoiced, as the case may be. If the amount of such Service Charges, Deficiency Charges and/or Unacceptable Waste Costs, as the case may be, that is in dispute is ultimately determined not to be due and payable, such disputed amount shall be paid by the County to the Municipality (or, to the extent applicable, to its Designated Haulers).

To the extent that the parties cannot resolve any payment disputes, the provisions of Section 7.06 hereof shall govern resolution of such dispute.

ARTICLE VI

DEFAULTS AND TERMINATION

Section 6.01. Events of Default. Events of Default and applicable remedies therefor are set out in this Article VI.

Section 6.02. Events of Default by Municipality. The following shall constitute Events of Default on the part of the Municipality unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the County:

(a) persistent and repeated failure by the Municipality to timely perform any material obligation under of this Service Contract, except the obligations which are described in Subsections (b) and (d) hereof; or

(b) failure to pay amounts which are owed by the Municipality to the County under the terms of this Service Contract within thirty (30) days following the time same becomes due and payable, giving due regard to the provisions of Article IV hereof; or

(c) (1) the Municipality being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the Municipality, under the laws of any jurisdiction or against the Municipality, if the Municipality does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within ninety (90) days of the institution of such proceeding, or (3) any action or answer by the Municipality, approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of the Municipality, which shall substantially interfere with its performance thereunder; or

(d) failure to satisfy the representations, warranties and/or covenants which are provided in Section 5.01 and Section 5.02 hereof and the continuance of such failure for a period of sixty (60) days after written notice thereof has been provided by the County specifying such failure and requesting that such condition be remedied.

Section 6.03. Events of Default by the County. The following shall constitute Events of Default on the part of the County unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Municipality:

payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance.

Notwithstanding the above to the contrary, if the failure by the Municipality to make any payments required to be made under the terms of this Service Contract causes the County to be in default under the terms of any agreement executed for or with respect to the provision of S/W Services and if any such agreement is terminated as a result of such default, the County may terminate this Service Contract forthwith. Such termination shall be effective as of the effective date of the termination of the defaulted agreement.

(c) The occurrence of an Event of Default described under Section 6.02(c) hereof shall not require notice by the County as hereinabove provided, but shall terminate this Service Contract forthwith. An Event of Default described in Section 6.02(c) hereof may be waived by the County if the County determines, in its sole discretion, that the Municipality will be able to perform its obligations pursuant to the terms of this Service Contract and that adequate guarantees for such performance exists.

(d) In the event that the County successfully pursues an action to enforce any remedy provided in this Section 6.04, the Municipality shall be liable to the County for payment of all costs and expenses (including, but not limited to, attorneys fees and court costs) incurred by the County in connection with such action.

(e) This Section 6.04 shall survive termination of this Service Contract.

Section 6.05. Remedies of Municipality. (a) The County and the Municipality agree that the sole remedies for the occurrence of an Event of Default under the terms of Section 6.03(a) and Section 6.03(b) hereof shall be (i) a suit seeking performance by the County of the provisions of this Service Contract, including the performance by the County of its obligations hereunder and its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Service Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance, or (ii) with respect to any Event of Default for which payments, credits or adjustments are not provided under the terms of this Service Contract, a suit seeking payment of damages at law, except to the extent provided in Section 6.07 hereof.

(b) With respect to an Event of Default described under Section 6.03(d) hereof, if, within a period of thirty (30) days after the County shall have received notice from Municipality that an Event of Default has occurred under the terms of Section 6.03(d) hereof, such notice describing in reasonable detail the nature of the Event of Default, and the County has neither remedied nor has commenced and continue to pursue with due diligence an effective remedy for any such Event of Default, nor has commenced an appropriate proceeding to dispute the existence of an Event of Default, the County and Municipality agree that the sole remedy for the occurrence of such Event of Default shall be a suit seeking performance by the County of the provisions of this

Section 7.02. Assignment. This Service Contract may not be assigned by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that the County may, without the prior written consent of the Municipality, assign its interest hereunder to (i) any trustee for the holders of obligations issued by the County to finance the System, and (ii) any entity that is designated by the County as the Implementation Agency pursuant to the Solid Waste Act, in which case the Municipality shall execute and deliver any consents to assignment and attornment agreements in form and content reasonably satisfactory to such assignee; provided however, any costs incurred by the Municipality with respect to actions required to be taken by the Municipality shall be paid by the County.

Section 7.03. Dispute Resolution. Any dispute arising between the parties under the terms of this Service Contract (including any assertion that an Event of Default has occurred) shall be resolved through the use of any available equitable and/or civil procedures. However, except with respect to matters described in Section 6.02(b) or Section 6.03(b) hereof, prior to the filing of any action with the courts relating to such dispute, the parties agree that such dispute shall be the subject of informal negotiations between the parties for a period of not less than fifteen (15) days.

Section 7.04. Indemnification. (a) Each of the parties (the "Indemnifying Party") agrees to hold the other harmless and to indemnify and defend the other and its respective consultants and all officers, members, employees and agents (the "Indemnified Parties") from any and all liability, claims, actions, demands, losses, judgments, expenses, cost of suit (including reasonable attorney's fees) arising or alleged to arise from the performance or non-performance of any obligations required to be performed by the Indemnifying Party described herein. No party shall, however, be required to reimburse or indemnify any other party for any matter to the extent that it is due to the negligence, willful misconduct or wrongful act of such Indemnified Party.

(b) The County shall indemnify and defend the Municipality's Indemnified Parties from any and all liabilities, claims, actions, demands, losses, judgments, expenses, costs of suit (including reasonable attorney's fees) arising out of the provision of S/W Services in the manner contemplated under this Service Contract.

(c) The Municipality shall indemnify and defend the County Indemnified Parties from any and all liabilities, claims, actions, demands, judgments, expenses, costs of suit (including attorneys' fees) arising out of the performance of its obligations hereunder or the delivery of waste to the System by the Municipality or its Designated Haulers.

Section 7.05. Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Service Contract; provided, however, that any actions taken in furtherance of the above obligations shall not involve the assumption of obligations other than those which are provided for in this Service Contract.

Section 7.13. Governing Law. This Service Contract and any questions governing its validity, construction or performance shall be governed by all applicable laws of the State, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance.

Section 7.14. Merger Clause. This Service Contract (including the Schedules hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter herein and this Service Contract supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 7.15. Successors and Assigns. This Service Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

Section 7.16. Third Party Beneficiaries. It is not intended that this Service Contract make any person or entity a third party beneficiary hereof (including without limitation the trustee for the holders of the System Obligations), notwithstanding the fact that persons or entities other than the County and the Municipality may be benefitted thereby.

Section 7.17. Occurrence of Uncontrollable Circumstance. In the event that an Uncontrollable Circumstance has occurred, and is continuing, during the pendency of such occurrence, the party affected thereby shall be relieved of its obligations hereunder; provided however, that if the result of the Uncontrollable Circumstance is an increase to the County of the costs of providing the S/W Services then fifty (50%) percent of such costs shall be passed on to the Municipality and other users of the System on a per-ton basis.

Section 7.18. Headings. Captions and headings in this Service Contract are for ease of reference only and do not constitute a part of this Service Contract.

Section 7.19. Counterparts. This Service Contract may be executed in more than one (1) counterpart, each of which shall be deemed to be an original.

SCHEDULE 1

DEFINITION OF "UNCONTROLLABLE CIRCUMSTANCE(S)"

"Uncontrollable Circumstance(s)" means the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or the obligations of a party to this Service Contract; provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Service Contract:

(a) an act of God, lightning, earthquake, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, perils of the sea or air (to the extent that same affect the delivery of materials), epidemics, droughts, high winds, seizure, involuntary conversion, rainstorms, blizzards, hurricanes, tornadoes or similar occurrence or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (other than the County); but not including reasonably anticipated weather conditions for the County's geographic area;

(b) a landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of the party relying thereon (or its agents or employees); provided however, that in the case of a fire or explosion, such fire or explosion shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees);

(c) the order, judgment, action and/or determination of any federal, state or local court of competent jurisdiction, administrative agency or governmental body (other than the County), which, in each case, materially adversely affects (including without limitation delay and cost) the provision of S/W Services or the utilization of the System by the Municipality; provided however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon (or its agents or employees) and that neither the contesting of any such order, judgment, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and provided further, that any determination not to contest such order, judgment, action and/or determination based upon an opinion of competent counsel stating that actions taken to contest such order, judgment, action and/or determination would more likely than not, in the opinion of the signer, result in an unsuccessful challenge;

(d) the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval which is necessary for the provision of S/W Services by the County or utilization of the System by the Municipality (as evidenced by written notice from the regulatory agency having jurisdiction over such matter) or the unreasonable delay by any regulatory agency having competent jurisdiction in the processing of applications relating to any such permit, license, consent, authorization or approval; provided

SCHEDULE 2
RULES AND REGULATIONS

1.0 PURPOSE

These rules and regulations shall govern the acceptance of solid waste at the facilities located within the Burlington County Resource Recovery Complex. In general, these rules consolidate and conform to the rules, regulations, and policies that are set forth in the Burlington County District Solid Waste Management Plan, the Permanent Tariff for Solid Waste Disposal at the Burlington County Resource Recovery Complex, the permits issued by the New Jersey Department of Environmental Protection ("DEP") for operation of the facilities, and the Operation and Maintenance Manual for the Resource Recovery Complex that has been filed with and approved by DEP.

2.0 DEFINITIONS

The following definitions shall apply:

Bulky Waste Recyclables - means source separated Class B recyclable materials which have been separated at the point of generation from other waste materials, and which include asphalt, brick, brush, concrete, scrap metal, stumps, tires, trees, tree parts, white goods, and wood (including painted, chemically treated, and creosoted. Acceptance of these materials shall be at the discretion of Burlington County.

Complex - means the Burlington County Resource Recovery Complex.

County - means the County of Burlington, acting by and through the Board of Chosen Freeholders, and its successors and assigns, and when used with respect to the operation, maintenance and management of the Resource Recovery Complex, also means the County's designated representatives or agents.

DEP - means the New Jersey State Department of Environmental Protection.

Designated Recyclable Material - means those recyclable materials designated in the Burlington County Recycling Plan to be source separated in a municipality in accordance with N.J.S.A. 13:1E-1, et seq.

District - means the Burlington County Solid Waste Management District.

Household Hazardous Waste - means any solid waste or other waste derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use

Christmas Day.

- 3.2 The Complex may open at hours other than it's regularly scheduled hours under circumstances constituting an emergency situation. An "emergency situation" for the purpose of this section, is one in which a delay in receiving or processing waste would be detrimental to a public entity, residential or commercial community, or the Complex itself, and includes, but is not limited to a situation in which accumulation of solid waste could cause a health or safety hazard. A declaration of an emergency may be subject to approval of DEP.
- 3.3 The Complex may close when it deems conditions are such as to pose a threat to the safety and welfare of its employees or customers or when continued operations may create a violation of applicable statutes, rules or regulations, subject to DEP advice.

4.0 ACCEPTABLE AND UNACCEPTABLE WASTE

- 4.1 Acceptable Waste. The waste types defined in Table 1 may be accepted at the Complex.
- 4.2 Unacceptable Waste. The waste types described in Table 2 shall not be accepted at the Complex.
 - a. The County reserves the right to prohibit waste which, in its opinion, will adversely affect the operation of the Complex or which may represent a potential threat to the health and safety of operating personnel. Any such determination shall be made by the County.
 - b. The County shall have the right to require pre-processing or pre-treatment of a solid waste prior to accepting the waste if deemed necessary for the health or safety of Complex employees or facilities or for avoidance of delays in Complex operations that would be likely to result if the waste was not pretreated or preprocessed. Any such pretreatment or pre-processing requirements shall be communicated to the waste generator and may include, but are not limited to, wetting dusty wastes, dewatering industrial sludges, or adding lime to grit and screenings.
 - c. The Complex shall have the right to detain any vehicle for investigation and evidence gathering purposes, refuse to service the vehicle, and to take any other action allowable by law if the vehicle is found to contain unacceptable waste or

- c. Vehicles traveling from the Complex to a destination within the Townships of Florence, Mansfield, or Springfield.
- 5.5 Enforcement: In addition to any other remedy authorized by law, any person found violating the access route requirement may be banned or otherwise restricted from entering the Complex.
- 5.6 Emergencies: During emergencies or times when the prescribed ingress and/or egress routes are closed, all vehicles shall comply with the alternative routes set forth below.
- a. In the event that any segment of I-295 other than the segment or any portion of the segment between Interchanges 47 and 55 is closed, all vehicles shall utilize the next available interchange to access I-295.
 - b. In the event of the closure of the northbound lanes of I-295 between Interchange 47 and Interchange 52, vehicles travelling north shall utilize County Route 541 to Route 130 North via the Burlington By-Pass to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.
 - c. In the event of the closure of the southbound lanes of I-295 between Interchange 55 and 52, all vehicles shall utilize Route 130 South to County Route 656 East (Florence-Columbus Road), turn right onto County Route 656 Spur, and turn right and travel West on County Route 543 to the entrance of the County Complex.
 - d. In the event that the segment of the access route between Interchange 52 and the access to the Complex is closed, all vehicles shall exit I-295 via Exit 52, travel West on County Route 656 (Florence-Columbus Road), turn left onto Old York Road, turn left onto Burlington-Columbus Road (County Route 543) and proceed to the facility entrance.
 - e. In the event of unforeseen or catastrophic emergencies, the County, in consultation with the County Director of Public Safety and Emergency Management Coordinator, shall designate emergency routes at the time of such emergencies.

users of the Complex may be directed to leave Complex premises and denied access to the landfill if their actions endanger the safety of Complex personnel, other customers, ongoing construction activity or construction employees.

- 6.5 All passengers must remain inside vehicles while on premises, except those unloading vehicle contents at the Convenience Center.
- 6.6 Upon arrival at the Complex, every customer must report to the Scale House. All vehicles must come to a full stop before proceeding on to the scales. Refuse hauling vehicles are prohibited from proceeding directly to any area within the Complex without authorization from Scale House personnel. Any solid waste transporter that is observed depositing solid waste in an unauthorized area shall be required to remove the waste material and shall be subject to penalties and forfeiture of property, as well as suspension of disposal privileges.
- 6.7 O & D Forms. Each transporter must complete a waste origin/waste disposal (O&D) form or similar form as may be required by the County or DEP regulation to certify the origin of the waste (physical site of generation) and that the vehicle, to the knowledge of the transporter, contains no unacceptable waste. The form must be completed, signed by the transporter, and submitted to Scale House personnel upon arrival.

Scale House personnel shall verify that the form has been completed properly and that the waste is an acceptable waste type. Upon making such determination, the weighmaster shall sign the O&D form, proceed to weigh the vehicle, and direct the vehicle to the appropriate facility within the Complex.

If an O&D or other required form is not completed properly and signed by the transporter, Scale House personnel shall deny the transporter the right to access the Complex.

If Scale House staff observes that the vehicle contents differ from the waste type or origin specified on the O&D form, the weighmaster shall require a revision to the form prior to signing it. Despite this procedure, the transporter is responsible for accurately certifying the waste type and origin of the incoming waste materials. Transporters who supply inaccurate information may be subject to penalties, forfeiture of vehicle and other remedies provided by law.

transporting solid waste shall be directed to the transfer building or landfill. All vehicles which are not required to be registered with DEP and DEP-registered vehicles transporting solid waste which require manual unloading shall be directed to the convenience center. All vehicles which have been determined to contain segregated bulky materials that are permitted to be stored and/or processed at the Complex (tires, construction aggregate, scrap metal or wood wastes) shall be directed to the appropriate area within the bulky materials recycling center. Vehicles transporting dewatered sewage sludge shall be directed to the co-composting facility.

- 6.11 The bypass lanes, located adjacent to the scales, shall only be used by authorized vehicles which are not transporting waste materials and are not required to be weighed prior to entering the Complex.
- 6.12 All visitors entering the Complex shall be required to sign a daily log book at the Scale House and obtain a hard hat and safety glasses before proceeding to other areas within the Complex.

7.0 WASTE HANDLING PROCEDURES

- 7.1 All solid waste delivered to the Complex for processing, treatment or disposal shall, after appropriate weighing and admittance, be unloaded at either the convenience center, landfill working face, bulky materials recycling center, or the co-composting facility.
- 7.2 Refuse hauling vehicles which are mechanically unloaded and properly registered with NJDEP Division of Solid and Hazardous Waste and directed to the landfill by the Scalehouse shall enter the landfill and unload their contents at the working face.
- 7.3 Practices utilized at the working face of the landfill shall be designed to ensure the safety of waste haulers and operating personnel as well as the efficiency of the landfill operation. While on the landfill, vehicles are to follow the direction of the Landfill Operator and must comply with the safety and operational rules of the Landfill Operator that are attached hereto as Appendix C.
- 7.4 Landfill operator personnel shall be located at the entrance to the landfill workface to ensure that the incoming vehicles are directed to the proper tipping areas. The landfill operator shall distribute the

8.0 UNACCEPTABLE WASTE HANDLING PROCEDURES

- 8.1 If hazardous waste is observed in an incoming vehicle prior to unloading, the transporter shall not be permitted to discharge its load. The Scale House staff shall be authorized to detain the vehicle to obtain the guidance of DEP.
- 8.2 A vehicle may be detained if Complex personnel cannot readily identify or ascertain the nature of the vehicle's contents, or verify the origin of the waste. The Complex may require proof that the waste (i) was generated from a site approved to deliver waste to the Complex and (ii) is a waste type that may lawfully be disposed of at the Complex. The Complex shall refuse to accept waste which may not lawfully be disposed of at the Complex.
- 8.3 If Complex personnel determine that waste unloaded on the landfill working face may not lawfully be disposed of in the landfill and they reasonably believe that such waste is not hazardous, the Complex shall return the waste to the hauler, if appropriate. If the waste is returned to the hauler, the hauler shall be responsible for a reloading fee of two and one-half times the charge assessed against the Complex by its contract operator.
- 8.4 If hazardous material or material reasonably believed by Complex personnel to be hazardous has been dumped onto the landfill working face floor or has been brought to any other place within the Complex, the waste shall be contained and secured and held at the Complex or other location deemed appropriate for storage. The hauler and/or generator shall be responsible for arranging for the timely analysis of such waste if required by DEP or the Complex. The results of said analysis shall be reported to the Complex within 30 calendar days of the date the waste was brought to the Complex or, if safety considerations warrant, within a shorter period of time as is specified by Complex personnel.
- 8.5 The generator and/or hauler shall be responsible for arranging for the proper and lawful preparation for shipment, transportation, and disposal of hazardous waste from the Complex, in accordance with DEP or EPA rules, regulations, orders, and directives. Removal of such waste from the Complex shall be accomplished within ten days from notification to the hauler and generator, if known, by the facility that the waste has been determined to be hazardous or otherwise unacceptable by the facility's solid waste permit. The

disposed of at the Complex on a weight basis in accordance with the Rate Schedules contained herein. During periods of shutdown or breakdown of the scales, charges for waste disposed of at the Complex shall be on a cubic-yard basis based upon the rated, posted volume of the vehicle or such other measure as DEP may specify. The cubic yard charge shall be in accordance with the Rate Schedules contained in the approved Tariff.

- 9.2 Public entities may either use prepaid deposits to pay for services or be billed by the Complex. Where the public entity elects to pay pursuant to billings, it shall pay all invoices within thirty (30) calendar days from the date of the invoice. Failure to pay by the 35th day from the date of the invoice shall be cause for discontinuance of service.
- 9.3 All users other than public entities shall pay for Complex services at the time services are to be rendered through deductions made against a prepaid account established with the Complex or on a cash basis or via a draft against an irrevocable letter of credit provided by a financial institution and in form and substance satisfactory to the County. The only acceptable forms of payment for services are business checks, cash (U.S. currency only), certified checks and money orders.
- 9.4 All users other than public entities which elect to pay for services against a prepaid account shall maintain the account with funds totaling twelve days of the user's average daily charge over the preceding six months of service. New accounts shall establish a prepaid account in the following manner:
 - a. The deposit amount to be provided shall be phased in over six months, measured from the first day the customer utilizes the Complex. The amount of the deposit after this six-month period shall be the average amount of twelve days' charges over the preceding six-month period.
 - b. The user shall make a payment towards its deposit account every twelfth disposal day, commencing with the first day of service. The first payment shall be the amount of actual charges on the first day of disposal.
 - c. The County shall review the amount of the deposit after five days of service. If the average amount of charges for the five-day period is higher than the amount of the first deposit payment the user

- 9.8 If a waste generator fails to pre-process or pre-treat waste as required in 4.2(b), the County may pre-process or pre-treat the waste as necessary. The Generator shall be liable to the County for an additional charge determined by the County to be appropriate to (i) compensate the County for additional expenses and (ii) develop reserve for future incidents.

TABLE 1 (Continued)

ACCEPTABLE WASTE

WASTE TYPE	DEFINITION
23 - Vegetative Waste	Waste materials from farms, plant nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residue as plant stalks, hulls, leaves, and tree waste processed through wood chipper, but does not include leaves pursuant to N.J.S.A. 13:1E-99-21.
25 - Animal and Food Processing Wastes	Processing waste materials generated in canneries, slaughterhouses, packing plants or similar industries and dead animals.

NOTE: Dead animals shall only be accepted if double bagged and with 24 hour advance notice to the Scale House.

27 - Dry Industrial Waste Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at N.J.A.C. 7:26G-1.1 et seq. I.D. 27 sludges shall be dewatered to at least 20% solids.

Household Hazardous Waste and Small Quantity Generator Hazardous Waste may be accepted at the Household Hazardous Waste Facility pursuant to the procedures set forth in Appendix A.

Friable and non-friable asbestos and asbestos-containing material ("ACM") may be accepted at the Complex in accordance with the procedures set forth in Appendix B, but shall be deemed unacceptable waste if delivered in mixed loads of solid waste.

Limited quantities of designated recyclables may be commingled with other solid waste and accepted for landfill disposal. If designated recyclables are commingled with solid waste and any one designated recyclable makes up at least 5% of the load, they shall be segregated from the load and transferred to the bulky waste areas or other locations designated by the County.

APPENDIX A

**PROCEDURES GOVERNING ACCEPTANCE OF WASTE
AT THE
HOUSEHOLD AND SMALL QUANTITY GENERATOR
HAZARDOUS WASTE FACILITY**

quantity generator (greater than 100 kilograms of hazardous waste per month or greater than 1 kilogram of acutely hazardous waste per month).

2.0 Registration Requirements.

2.1 Households

County residents that wish to deliver household hazardous waste to the facility can do so without an appointment during the operating hours of 7:00 a.m. to 3:00 p.m. Tuesday through Friday and 7:00 a.m. to 2:00 p.m. Saturday.

Small Quantity Generators, out-of-county residents and municipalities that wish to deliver hazardous waste to the facility must register by telephone prior to each delivery of hazardous waste. Registration will allow staff to gather preliminary information on the type and volume of material being discarded and the condition of its containers. Instructions will be provided regarding the safe transport of the material to the facility. Appointment times will be scheduled in a manner that will minimize queing. SQGs, out-of-county residents and municipalities delivering material to the facility without preregistering will be turned away if staff is unavailable to receive the material. Their name, address and telephone number will be ascertained and noted so that a scheduled appointment can be arranged at a later date.

Compressed gas cylinders, except propane and freon, explosives and radioactive waste are restricted to specially scheduled days. Residents will be asked to store these materials until the next scheduled special collection day. A log entitled Compressed Gas, Explosives, and Radioactive Waste Log ("CGER Waste Log") will be maintained with the name, address and phone number of each individual who has such material and they will be advised in writing two weeks before a special collection day.

2.2 Small Quantity Generators

A small quantity generator of hazardous waste may utilize the (SQG) Facility only after obtaining a Certificate of Approved Registration from the County for use of the facility.

The application for registration includes the completion and submittal of the following documents: 1) SQG Hazardous Waste Services Request & Certification of Generator Status and 2) Waste Information Profile Form for each waste. Upon review and approval of an application for registration, the County

emergency responders that poisons are onboard in the event of an accident.

5.0 Traffic Flow Routing.

Users of the Facility shall enter the main entrance to the Complex, at the first intersection make a left turn onto Scalehouse Road, proceed past the Scale House via the by-pass lane to the next intersection, and make a right-hand turn onto Transfer Road. The Facility is immediately on the right-hand side. The user shall turn into the Facility and enter one of three unloading lanes. The vehicle shall stop to allow its contents to be unloaded by County staff. The vehicle shall exit the facility by making a right-hand turn at the exit, proceeding to the next intersection, and turning right on Recovery Blvd. to the main entrance to the Complex.

6.0 Procedures for Receipt of Waste.

6.1 Household Hazardous Waste

Upon entering the Facility, each residential user must demonstrate that he/she is a resident of Burlington County before any materials will be accepted. A photo ID or two other forms of identification such as a valid driver's license, voter registration card, library card or recent utility bill listing the person's address will be acceptable to demonstrate County residency.

All residential users presenting material for disposal or reuse must sign a Certification of Generation of Household Hazardous Waste attesting that the materials are derived from household waste generated at a specific address in Burlington County.

6.2 Small Quantity Generators

Each SQG user must obtain a Certificate of Approved Registration before utilizing the Facility. All registered SQGs must present a Material Inventory Sheet ("MIS") for each delivery of material which contains the name, address and phone number of the generator, registration number issued by the County, and a description of each waste material in the delivery, including the generic name, amount in volume and/or weight, waste profile number previously issued by the County, signature of authorized agent for SQG and a Certification of SQG Status.

The Certification of SQG Status provides verification that the SQG is not generating more than the maximum amounts

APPENDIX B

ASBESTOS ACCEPTANCE AND HANDLING PROCEDURES

been permanently labeled with a warning label that states:

[CAUTION]
CONTAINS ASBESTOS
AVOID OPENING OR
BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH
Name of Waste Generator _____
Location of Waste Generator _____
[]

Alternatively, warning labels specified by the Occupational Safety and Health Standards of the U.S. Department of Labor, Occupational Safety and Health Administration under 29 CFR 1910 may be used.

- b. Vehicles shall not be accepted at the Complex, which contain loose asbestos or ACM, either friable or non-friable.
- c. All asbestos and ACM must be delivered to the Complex in a non-compacting type vehicle which does not contain any other wastes which could compromise the integrity of the permanent containers.
- d. If rough surfaces or other materials are present in the load which could potentially puncture the permanent containers, then those containers shall be enclosed in temporary fiber or steel drums during loading, transport, and unloading operations.
- e. The exterior of the containers are to be free of all loose asbestos droppings.
- f. Vehicles which weigh 8,000 lbs or less will be accepted at the Complex without a DEP hauler registration, provided that the hauler is also the removal contractor or the owner of the residential unit. All other vehicles must be registered with DEP.
- g. The driver of the vehicle shall complete and sign an O & D Form upon delivery of the asbestos or ACM.
- h. Scale House personnel shall not accept any load of asbestos or ACM until they have received a copy of the Generator's 10-Day Notification to DEP. The notification to DEP shall

APPENDIX C

**SAFETY AND OPERATIONAL RULES
WASTE MANAGEMENT**

Burlington County Landfill

21939 Route 543

Columbus, New Jersey

Burlington County Landfill Disposal Procedures

Mandatory access and egress routes for all trucks entering or leaving the facility are as follows. These required routes pertain to all trucks carrying solid waste, leachate, cover material, and recycled or recovered material.

- Mandatory Access Route: All truck traffic to Exit 52 off of Interstate 295, travel east on County Route 656, Turn right on County 656 spur, Turn right and travel west on County Route 543 to the entrance to the complex. Within the Complex, all truck traffic shall enter the main entrance road and proceed to the Scalehouse Complex.
-
- Traffic leaving the Scalehouse Complex will be directed to go South on Scalehouse Road, then West on Recycle Road, continuing onto West Loop Road, unto they reach the entrance to the active cells located off of Transfer Road. Traffic will be staged at the entrance or within the active cell depending on filling conditions. The Traffic will be directed to proceed to the tipping area by the Traffic Coordinator. Trucks will not be tipped closer than fifteen foot apart.
- Upon completion of the tipping of the load the traffic will exit the facility following the reverse of the above cited access route to reach Interstate 295.
-

TIPPING AREA OF WORKING FACE PROTOCOL:

Traffic Coordinator:

- Control all traffic movement on the landfill
- Direct truck traffic to designated disposal area
- Will direct traffic from the haul road or at least 30 feet from the active disposal working face
- WM policy prohibits all Spotters or any other non-vehicle/operating personnel from being present at or on the Tipping Area of the Working Face.

Spotter:

- Machine Operator will perform the role of the Spotter from cab of his machine as to placement of loads
- Control all traffic movement on the landfill
- Maintains proper flow of vehicles into staging area and directs traffic back to active disposal area

Correct PPE:

- Safety Vest or High Visibility Clothing
- High Visibility Hardhat
- Safety Glasses
- Approved Safety Boots
- Work Gloves
- Dust Mask (recommended - not required)
- Hearing Protection (recommended – not required)

Drivers:

- Must have open communication with the spotter at all times
- Do not assume other drivers and heavy equipment operators see you. Acknowledging eye-to-eye contact between with the heavy equipment operator is the only way to be certain of being seen. If no eye contact driver must stop vehicle.
- Be aware of the heavy equipment moving in the area.
- Watch for tripping hazards (water, mud, sharp objects, etc.) in the material being walked on.

RESOLUTION NO. 2007 - 19
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

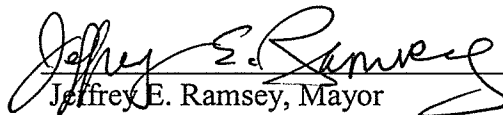
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 1/20, 2007, that an Executive Session closed to the public shall be held on 1/20, 2007, at 9:45 A.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.


 Jeffrey E. Ramsey, Mayor

Attest:


 Marie Annese, RMC
 Township Clerk

Recorded Vote

	Yes	No	Abstain	Absent
Councilman Ayer				✓ (ARRIVED 10 AM)
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings				✓
Mayor Ramsey	✓			

RESOLUTION NO. 2007-20

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECTUE A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO SQUARE L.L.C. AND APPROVING WILLINGBORO SQUARE, L.L.C.'S APPLICATION FOR TAX ABATEMENT TO ALLOW FOR FIVE YEAR TAX PHASE IN

WHEREAS, Willingboro Square, L.L.C. has made application to the Township of Willingboro for approval of redevelopment plans for Block 3, Lot 4.11, Millenium Road, by the construction of 216 dwelling units to be housed in nine three-story buildings; and

WHEREAS, the development plans have been reviewed and approved by the Willingboro Township Planning Board; and

WHEREAS, pursuant to Resolution 2003-102, the Willingboro Township Council approved a Redevelopment Agreement with Willingboro Urban Renewal, LLC (ReNEWal); and

WHEREAS, on October 2, 2002, ReNEWal and Willingboro Square L.L.C. entered into a purchase and sale Agreement on October 2, 2002, as amended by a certain First Amendment to Purchase dated November 18, 2002 providing for the conveyance to Willingboro Square, L.L.C. of the subdivided ReNEWal site, consisting of 9.69 acres, which appears on the Township's tax map as Lot 4.11, Block 3; and

WHEREAS, the development by Willingboro Square, L.L.C. is in the interest of the Township of Willingboro and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

WHEREAS, it is necessary and appropriate for the Township of Willingboro to enter into a Financial Agreement between the Township of Willingboro and Willingboro Square, L.L.C., providing for designation of the subject property being redeveloped by Willingboro Square as tax exempt and providing for payments to the Township of Willingboro in accordance with the provisions of the Five Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et seq.; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of ~~March~~, 2007, that the Agreement for Five Year Tax Exemption, substantially in the form of the document attached hereto, is approved by the Township Council and the Township, subject to



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

① Copy of Agreement
of Dependent
of Property / Barbed
- 1/14/07
② Copy of w/ Res. 2006

March 29, 2007

Yvonne Marcuse, Esq.
Wilentz Goldman & Spitzer P.A.
90 Woodbridge Center Drive
PO Box 10
Woodbridge, New Jersey 07095-9920

Willingboro Square, L.L.C.
Five Year Tax Exemption
Block 3, Lot 4.11

Dear Ms. Marcuse:

Attached for your information and file is a fully executed copy of the Agreement referenced above.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.
cc: Henry Stein, Esq.



TOWNSHIP OF WILLINGBORO

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

March 7, 2007

Willingboro Square, L.L.C.
c/o Atlantic Realty Development Corp.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Attention: Henry Stein, Esq.

Dear Mr. Stein:

Attached for your information and file is a certified copy of Resolution No. 2007-20 which was adopted by Willingboro Township Council at their meeting of March 6, 2007. Also attached are the copies of the Agreement authorized by Resolution No. 2007-20.

It would be appreciated if you sign and have witnessed all three and then return them to this office. A fully executed copy of the agreement will be sent out to you upon completion.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.
cc: Wm. Tantum



TOWNSHIP OF WILLINGBORO

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

December 14, 2006

**RE: Willingboro Square
Block 3, Lot 4.11
Millenium Road**

As Chief Financial Officer of Willingboro Township, I have determined that:

the method of payment will be as follows: tax phase in basis, wherein during the first year, there is no payment due, during the second year, "an amount not less than 20% of the taxes otherwise due," in the third year, "an amount not less than 40% of the taxes otherwise due," during the fourth year, "an amount not less than 60% of the taxes otherwise due," and during the fifth year, "an amount not less than 80% of the taxes otherwise due."

Enclosed you will find certifications from the Tax Collector as to the current status of payments and any municipal liens, from the Tax Assessor as to the taxes levied in 2005 and 2006, and the current status of payments, as well as the certification of the payments due for water and/or sewer services provided within the Township.

Joanne G. Diggs
Acting Township Manager
Chief Financial Officer



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD


WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

CERTIFICATION OF TAXES AND SPECIAL ASSESSMENT

Year	TOTAL SPECIAL ASSESSMENT	Atlantic Realty Special Assessment Block 3 Lot4.11		Atlantic Realty PILOT Block3 Lot4.11	
			Date Paid		Date Paid
	79,910.30	23.96%	4/27/2004	23.96%	\$37,000 4/27/2004
2002	273,577.47				
2003	269,871.29				
2004	270,713.26	44,074.28	Sep-05	6,023.90	9/7/05
2005	266,484.23	63,854.05	Sep-05	8,865.20	9/7/05
2006	267,646.12	64,132.46	Jun-06	8,865.20	6/1/06
2007	267,698.33	64,144.97			
2008	267,717.86	64,149.65			
2009	267,552.87	64,110.11			
2010	267,423.68	64,079.15			
2011	261,863.83	62,746.92			
2012	260,938.36	62,525.17			
2013	254,702.60	61,030.97			
2014	253,237.73	60,679.96			
2015	251,914.36	60,362.87			
2016	250,623.20	60,053.48			
2017	248,162.30	59,463.81			
2018	254,434.18	60,966.66			
2019	151,570.00	36,318.69			
2020	148,070.00	35,480.03			
2021	139,100.00	33,330.67			
	4,973,211.97	1,021,503.90			

I HEREBY CERTIFY THAT TAXES AND SPECIAL ASSESSMENTS DUE ON THE ABOVE PROPERTY ARE PAID TO DATE AND THERE ARE NO MUNICIPAL LIENS AGAINST THIS PROPERTY.


 _____ | 12/14/06
 Joanne G. Diggs, Tax Collector Date

AGREEMENT FOR FIVE-YEAR TAX EXEMPTION

March This Agreement entered into this 16th day of March, 2007, by and between THE TOWNSHIP OF WILLINGBORO, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Municipality"), having an address at Municipal Complex, 1 Salem Road, Willingboro, New Jersey 08046, and WILLINGBORO SQUARE, L.L.C. (hereinafter referred to as the "Owner"), having an address at 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095.

W I T N E S S E T H:

WHEREAS, pursuant to the Five-Year Tax Abatement and Exemption Law, N.J.S.A. 40A:21-1 et seq., the Municipality has adopted Ordinance #2000-5, establishing procedures to govern this Agreement, and Resolution No. 2007-20, authorizing execution of this Agreement; and

WHEREAS, the Owner is the owner of property commonly known as Block 3, Lot 4.11, being located on Millenium Road ("the "Property"), as more particularly described in Exhibit "A" annexed hereto; and

WHEREAS, the Owner has received approval from the Planning Board of the Township of Willingboro for a residential project consisting of 216 dwelling units in nine three-story buildings (each, a "Building"), with associated parking, separate maintenance facilities, and various amenities (the "Project"); and

WHEREAS, the Owner has submitted to the Tax Assessor and the Township Committee a satisfactorily completed application ("Application") for a five-year tax exemption for new residential construction; and

WHEREAS, as an inducement to locate the Project in the Municipality's Town Center redevelopment area and to make the substantial investment required, the Municipality desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the Owner and the Municipality agree as follows:

1. Following completion of each Building in the Project, as set forth below, the Building shall be exempt from

real property taxation for a period of five (5) years, as provided pursuant to N.J.S.A. 40A:21-1 et seq., and during the period of exemption the Owner shall pay to the Municipality in lieu of full property tax payments on the Project an amount annually to be computed by the "tax phase-in basis" formula, pursuant to N.J.S.A. 40A:21-10.c. The annual payment in lieu of taxes shall equal a percentage of taxes otherwise due, according to the following schedule:

- a. In the first full tax year after completion, no PILOT due;
- b. In the second tax year, an amount equal to 20% of taxes otherwise due;
- c. In the third tax year, an amount equal to 40% of taxes otherwise due;
- d. In the fourth tax year, an amount equal to 60% of taxes otherwise due;
- e. In the fifth tax year, an amount equal to 80% of taxes otherwise due;
- f. In the sixth tax year, the Building shall be subject to full taxes.

2. Until each Building is completed, the Owner shall pay real estate taxes or other assessments as otherwise due on the Property without regard to the exemption afforded by this Agreement. The annual payment in lieu of taxes shall become due beginning the first full tax year after completion of the Project.

3. The payments in lieu of full property taxes as set forth in the preceding Paragraph 1 shall be remitted quarterly in accordance with statutory procedures for the payment of real estate taxes.

4. Except for dates of payment, which shall be governed by Paragraph 3 hereof, if after thirty (30) days' notice and opportunity to cure, the Owner fails to comply with this Agreement, or to take reasonable steps to comply if full compliance cannot be achieved within 30 days, this Agreement shall become null and void, and thereafter the tax will be that which would otherwise be payable on the full and true value of the Property as if no abatement had been granted. The Township Committee shall notify the Owner and the Tax Collector forthwith

and the Tax Collector shall, within fifteen (15) days after the date of such notice, notify the Owner of the amount of taxes thereafter payable.

5. This Agreement shall become effective as of the date of completion of the first Building within the Project, as evidenced by issuance of temporary or permanent certificates of occupancy for all units within the Building, and shall remain in effect for each Building through the end of the fifth full tax year next following the date of completion of said Building.

6. The Project shall be subject to all applicable federal, state and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements, and payment of all fees thereof.

7. Pursuant to N.J.S.A. 40A:21-11.c, that percentage which the payment in lieu of taxes for the Property bears to the property tax which would have been paid had an abatement not been granted for the Property under this Agreement shall be applied to the valuation of the Property to determine the reduced valuation of the Property to be included in the valuation of the Municipality for determining equalization for county tax apportionment and school aid during the term of this Agreement covering the Property. At the termination or expiration of this Agreement, the reduced valuation procedure required under this section shall no longer apply.

8. Within thirty (30) days after the execution of this Agreement, the Municipality shall forward a copy of this Agreement to the Director of the Division of Local Government Services in the Department of Community Affairs.

9. Except as provided in Paragraph 10 below, if during any tax year prior to the termination of this Agreement the Owner ceases to operate or disposes of the Property, or fails to meet the payment requirements or other substantive conditions of this Agreement, then the Municipality may unilaterally terminate this Agreement and the exemption herein granted and/or exercise such other remedies as may be provided by statute, Ordinance #2000-5, or this Agreement. In the event of termination under this Paragraph 9, the tax which would have otherwise been payable for each tax year shall become immediately due and payable on the full and true value of the Property as if no exemption and abatement had been granted. The Township Committee shall notify the Tax Collector and the Owner,

or the current owner of the Property if not the Owner, forthwith and the Tax Collector shall within fifteen (15) days thereof notify the owner of the Property of the amount of taxes due.

10. Any change in the ownership of the Project or which would materially change the terms of this Agreement shall be void unless approved by the Township Council by ordinance, which approval shall not be unreasonably denied. If the Owner conveys the Property to a new owner who continues to use the Property pursuant to the conditions which qualified the Property for this tax exemption, no additional tax shall be due, the exemption and the abatement shall continue and this Agreement shall remain in effect. In the event of such conveyance, the Owner may assign this Agreement to the new owner and the Municipality hereby consents to such assignment of this Agreement.

11. At the end of the fifth full tax year after completion of all Buildings within the Project, or at any earlier termination of this Agreement as provided herein, the exemption from real estate taxes provided for in this Agreement shall cease and the Property shall thereafter be subject to all applicable real property taxes as provided by State law and regulation and local ordinance for the Property and the Project. However, nothing herein shall prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences provided by law.

12. Subject to Owner's obtaining all necessary permits and complying with all other applicable law relating to the Project, the Municipality hereby approves the Project and Owner's Application for tax abatement as conforming with N.J.S.A. 40A:21-1 et seq., as well as Ordinance #2000-5 and the Ordinance authorizing execution of this Agreement. The granting of the exemption and the terms of this Agreement, including the termination date hereof, shall be made a permanent part of the official tax records of the Municipality.

13. In recognition of the inducements offered the Owner to acquire the land and construct the Project, the Municipality hereby specifically covenants to take such further action as may be permitted or required by law in order that the provisions of this Agreement and the undertakings herein set forth conform with the provisions of N.J.S.A. 40A:21-1 et seq., any regulations promulgated thereunder, amendments thereof, or other legislation subsequently enacted which might be applicable to the subject matter of this Agreement, and the Owner agrees to

cooperate with the Municipality in these respects in order that the benefits conferred on the owner hereunder may at all times be preserved and confirmed.

14. Notices hereunder shall be given as follows:

If to MUNICIPALITY: TOWNSHIP OF WILLINGBORO
Municipal Complex
1 Salem Road
Willingboro, New Jersey 08046
Attention: Township Clerk

If to OWNER: WILLINGBORO SQUARE, L.L.C.
c/o Atlantic Realty Development Corp.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095
Sayreville, NJ 08872
Attention: Henry Stein

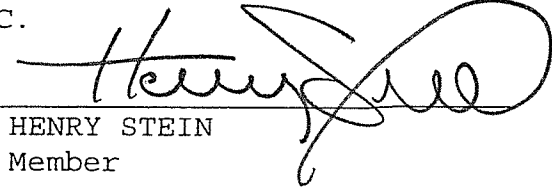
IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

WILLINGBORO SQUARE, L.L.C.

WITNESS:


Name: JOSEF PARADIS
Title: m m

By: Barlis Property Management,
L.L.C.


By: HENRY STEIN
Member

ATTEST:


Marie Anese, Clerk

THE TOWNSHIP OF WILLINGBORO

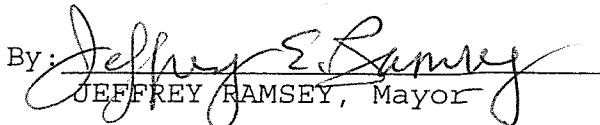
By: 
JEFFREY RAMSEY, Mayor

EXHIBIT "A"

Legal Description of Property

WRITTEN DESCRIPTION
BLOCK 3 LOT 4.11
PROPOSED SUBDIVISION OF WILLINGBORO TOWN CENTER
TOWNSHIP OF WILLINGBORO, BURLINGTON COUNTY, NEW JERSEY

Commencing at a point, said point being a concrete monument at the intersection of the southeasterly corner of Block 3, Lot 4.04 and the westerly sideline of Van Sciver Parkway (114' wide); thence,

- A.) Along the southerly sideline of Block 3, Lot 4.04 South 50°14'03" West, a distance of 2123.04 feet to the intersection of the southwesterly sideline of Block 3, proposed Lot 4.11 and the southeasterly sideline of Block 3, Lot 5; thence,
- B.) Along the said dividing line North 39°45'57" West, a distance of 275.40 feet to the point of beginning.
 - 1. Along the dividing line between Block 3, Lot 4.03 and proposed Lot 4.11, North 50°14'03" East, a distance of 208.80 feet to a pk nail (SET); thence,
 - 2. North 41°20'14" East, a distance of 51.73 feet; thence,
 - 3. North 50°14'03" East, a distance of 1232.88 feet to the intersection of proposed Lot 4.11 and existing Lot 4.04; thence;
 - 4. South 41°14'49" East, a distance of 283.49 feet; thence,
 - 5. South 50°14'03" West, a distance of 1500.12 feet; thence,
 - 6. North 39°45'57" West, a distance of 275.40 feet; thence,
To the Point of Beginning.

Encompassing an area of 420,000 S.F. or 9.647 Acres

This description is prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, Job No. 15491, dated 9/1/00, last revised on 9/28/00, Drawing No. 05.05.

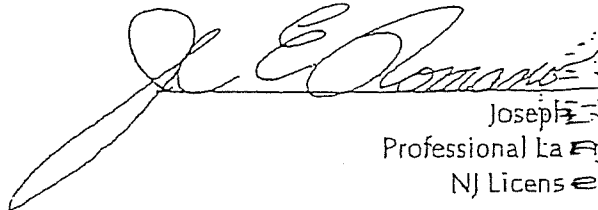

Joseph E. Romano 10-20-00
Professional Land Surveyor
NJ License No. 36273

EXHIBIT "D"

Estimated Regular Taxes: 2006-2010¹

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Projected NOI	343,696	961,474	1,128,578	1,165,254	1,202,360
Units completed	107	216	216	216	216
Tax Rate/\$100	.0437	.0437	.0437	.0437	.0437
Cap rate ²	.1337	.1337	.1337	.1337	.1337
Equalization Ratio	.7309	.7309	.7309	.7309	.7309
Overall valuation (NOI/cap rate)	2,582,239	7,223,696	8,479,174	8,754,726	9,033,509
Equalized fair assessment (Valuation X Equalization Ratio)	1,887,358	5,279,799	6,197,428	6,398,829	6,602,592
Estimated Tax	82,478	230,727	270,828	279,629	288,533

¹ Assumes constant tax rate of 4.37 and equalization ratio of 73.09

² 9% + 2005 tax rate of 4.37

EXHIBIT "E"

Initial Rent Schedule

<u>Unit Types</u>	<u>Bedrooms</u>	<u>Average Sq. Ft.</u>	<u># Units</u>	<u>Average Monthly Rent</u>
A, C, D	1	900	108	\$924
B, E, F	2	1,100	108	\$1,296
	TOTAL:		216	\$239,760

AGREEMENT FOR FIVE-YEAR TAX EXEMPTION

March, 2007, by and between THE TOWNSHIP OF WILLINGBORO, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Municipality"), having an address at Municipal Complex, 1 Salem Road, Willingboro, New Jersey 08046, and WILLINGBORO SQUARE, L.L.C. (hereinafter referred to as the "Owner"), having an address at 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095.

W I T N E S S E T H:

WHEREAS, pursuant to the Five-Year Tax Abatement and Exemption Law, N.J.S.A. 40A:21-1 et seq., the Municipality has adopted Ordinance #2000-5, establishing procedures to govern this Agreement, and Resolution No. 2007-20, authorizing execution of this Agreement; and

WHEREAS, the Owner is the owner of property commonly known as Block 3, Lot 4.11, being located on Millenium Road ("the "Property"), as more particularly described in Exhibit "A" annexed hereto; and

WHEREAS, the Owner has received approval from the Planning Board of the Township of Willingboro for a residential project consisting of 216 dwelling units in nine three-story buildings (each, a "Building"), with associated parking, separate maintenance facilities, and various amenities (the "Project"); and

WHEREAS, the Owner has submitted to the Tax Assessor and the Township Committee a satisfactorily completed application ("Application") for a five-year tax exemption for new residential construction; and

WHEREAS, as an inducement to locate the Project in the Municipality's Town Center redevelopment area and to make the substantial investment required, the Municipality desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the Owner and the Municipality agree as follows:

1. Following completion of each Building in the Project, as set forth below, the Building shall be exempt from

real property taxation for a period of five (5) years, as provided pursuant to N.J.S.A. 40A:21-1 et seq., and during the period of exemption the Owner shall pay to the Municipality in lieu of full property tax payments on the Project an amount annually to be computed by the "tax phase-in basis" formula, pursuant to N.J.S.A. 40A:21-10.c. The annual payment in lieu of taxes shall equal a percentage of taxes otherwise due, according to the following schedule:

- a. In the first full tax year after completion, no PILOT due;
- b. In the second tax year, an amount equal to 20% of taxes otherwise due;
- c. In the third tax year, an amount equal to 40% of taxes otherwise due;
- d. In the fourth tax year, an amount equal to 60% of taxes otherwise due;
- e. In the fifth tax year, an amount equal to 80% of taxes otherwise due;
- f. In the sixth tax year, the Building shall be subject to full taxes.

2. Until each Building is completed, the Owner shall pay real estate taxes or other assessments as otherwise due on the Property without regard to the exemption afforded by this Agreement. The annual payment in lieu of taxes shall become due beginning the first full tax year after completion of the Project.

3. The payments in lieu of full property taxes as set forth in the preceding Paragraph 1 shall be remitted quarterly in accordance with statutory procedures for the payment of real estate taxes.

4. Except for dates of payment, which shall be governed by Paragraph 3 hereof, if after thirty (30) days' notice and opportunity to cure, the Owner fails to comply with this Agreement, or to take reasonable steps to comply if full compliance cannot be achieved within 30 days, this Agreement shall become null and void, and thereafter the tax will be that which would otherwise be payable on the full and true value of the Property as if no abatement had been granted. The Township Committee shall notify the Owner and the Tax Collector forthwith

and the Tax Collector shall, within fifteen (15) days after the date of such notice, notify the Owner of the amount of taxes thereafter payable.

5. This Agreement shall become effective as of the date of completion of the first Building within the Project, as evidenced by issuance of temporary or permanent certificates of occupancy for all units within the Building, and shall remain in effect for each Building through the end of the fifth full tax year next following the date of completion of said Building.

6. The Project shall be subject to all applicable federal, state and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements, and payment of all fees thereof.

7. Pursuant to N.J.S.A. 40A:21-11.c, that percentage which the payment in lieu of taxes for the Property bears to the property tax which would have been paid had an abatement not been granted for the Property under this Agreement shall be applied to the valuation of the Property to determine the reduced valuation of the Property to be included in the valuation of the Municipality for determining equalization for county tax apportionment and school aid during the term of this Agreement covering the Property. At the termination or expiration of this Agreement, the reduced valuation procedure required under this section shall no longer apply.

8. Within thirty (30) days after the execution of this Agreement, the Municipality shall forward a copy of this Agreement to the Director of the Division of Local Government Services in the Department of Community Affairs.

9. Except as provided in Paragraph 10 below, if during any tax year prior to the termination of this Agreement the Owner ceases to operate or disposes of the Property, or fails to meet the payment requirements or other substantive conditions of this Agreement, then the Municipality may unilaterally terminate this Agreement and the exemption herein granted and/or exercise such other remedies as may be provided by statute, Ordinance #2000-5, or this Agreement. In the event of termination under this Paragraph 9, the tax which would have otherwise been payable for each tax year shall become immediately due and payable on the full and true value of the Property as if no exemption and abatement had been granted. The Township Committee shall notify the Tax Collector and the Owner,

or the current owner of the Property if not the Owner, forthwith and the Tax Collector shall within fifteen (15) days thereof notify the owner of the Property of the amount of taxes due.

10. Any change in the ownership of the Project or which would materially change the terms of this Agreement shall be void unless approved by the Township Council by ordinance, which approval shall not be unreasonably denied. If the Owner conveys the Property to a new owner who continues to use the Property pursuant to the conditions which qualified the Property for this tax exemption, no additional tax shall be due, the exemption and the abatement shall continue and this Agreement shall remain in effect. In the event of such conveyance, the Owner may assign this Agreement to the new owner and the Municipality hereby consents to such assignment of this Agreement.

11. At the end of the fifth full tax year after completion of all Buildings within the Project, or at any earlier termination of this Agreement as provided herein, the exemption from real estate taxes provided for in this Agreement shall cease and the Property shall thereafter be subject to all applicable real property taxes as provided by State law and regulation and local ordinance for the Property and the Project. However, nothing herein shall prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences provided by law.

12. Subject to Owner's obtaining all necessary permits and complying with all other applicable law relating to the Project, the Municipality hereby approves the Project and Owner's Application for tax abatement as conforming with N.J.S.A. 40A:21-1 et seq., as well as Ordinance #2000-5 and the Ordinance authorizing execution of this Agreement. The granting of the exemption and the terms of this Agreement, including the termination date hereof, shall be made a permanent part of the official tax records of the Municipality.

13. In recognition of the inducements offered the Owner to acquire the land and construct the Project, the Municipality hereby specifically covenants to take such further action as may be permitted or required by law in order that the provisions of this Agreement and the undertakings herein set forth conform with the provisions of N.J.S.A. 40A:21-1 et seq., any regulations promulgated thereunder, amendments thereof, or other legislation subsequently enacted which might be applicable to the subject matter of this Agreement, and the Owner agrees to

cooperate with the Municipality in these respects in order that the benefits conferred on the owner hereunder may at all times be preserved and confirmed.


14. Notices hereunder shall be given as follows:

If to MUNICIPALITY: TOWNSHIP OF WILLINGBORO
Municipal Complex
1 Salem Road
Willingboro, New Jersey 08046
Attention: Township Clerk

If to OWNER: WILLINGBORO SQUARE, L.L.C.
c/o Atlantic Realty Development Corp.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095
Sayreville, NJ 08872
Attention: Henry Stein

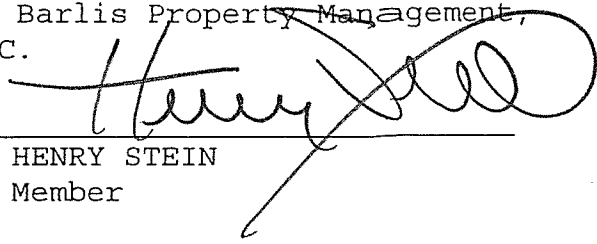
IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

WITNESS:

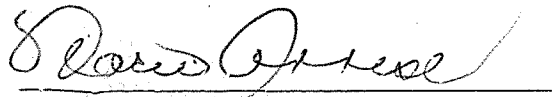

Name: JOSEF PARADIS
Title: MM

WILLINGBORO SQUARE, L.L.C.

By: Barlis Property Management,
L.L.C.

By: 
HENRY STEIN
Member

ATTEST:


Marie Annese, Clerk

THE TOWNSHIP OF WILLINGBORO

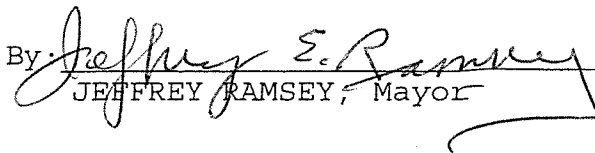
By: 
JEFFREY RAMSEY, Mayor

EXHIBIT "A"

Legal Description of Property

WRITTEN DESCRIPTION
BLOCK 3 LOT 4.11
PROPOSED SUBDIVISION OF WILLINGBORO TOWN CENTER
TOWNSHIP OF WILLINGBORO, BURLINGTON COUNTY, NEW JERSEY

Commencing at a point, said point being a concrete monument at the intersection of the southeasterly corner of Block 3, Lot 4.04 and the westerly sideline of Van Sciver Parkway (114' wide); thence,

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- B.) Along the said dividing line North $39^{\circ}45'57''$ West, a distance of 275.40 feet to the point of beginning.
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To the Point of Beginning.

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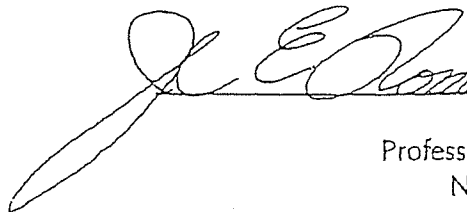

10-20-00
Joseph E. Romano
Professional Land Surveyor
NJ License No. 36273

EXHIBIT "D"

Estimated Regular Taxes: 2006-2010¹

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
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¹ Assumes constant tax rate of 4.37 and equalization ratio of 73.09

² 9% + 2005 tax rate of 4.37

EXHIBIT "E"

Initial Rent Schedule

<u>Unit Types</u>	<u>Bedrooms</u>	<u>Average Sq. Ft.</u>	<u># Units</u>	<u>Average Monthly Rent</u>
A, C, D	1	900	108	\$924
B, E, F	2	1,100	108	\$1,296
	TOTAL:		216	\$239,760

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

TELEFAX COVER SHEET

TO: Mr. Armstrong
COMPANY: _____
DATE: 3/16/07
TO FAX NO. Auto I

FROM: Marie A EXT. 6202 PAGES 3

SUBJECT: W'boro Sg L.L.C. - 5yr TAX Abatement
Letter From Aut. 1/4/07

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

Handwritten note:
Please send to [unclear] [unclear] [unclear]
2006 - [unclear] when [unclear] [unclear]
[unclear] [unclear] [unclear]

 * P. 01 *
 * TRANSACTION REPORT *
 * MAR-16-2007 FRI 09:41 AM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * MAR-16 09:39 AM ARMSTRONG 1'51" 3 SEND OK 180 *
 * TOTAL : 1M 51S 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: Mr. Armstrong
 COMPANY: _____

DATE: 3/16/07

TO FAX NO. Auto I

FROM: MARIE A EXT. 6200 PAGES 3
1 1 1

WILENTZ GOLDMAN & SPITZER P.A.

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G. GEORGE GOLDMAN (1922-1969)
HENRY M. SPITZER (1929-1988)

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MORRIS BROWN
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LAURIE E. MEYERS^{2,4}
JOHN M. CANTALUPO²

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R. BENJAMIN COHEN

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LEE ANN MCGABE¹

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ELIZABETH FARLEY MURPHY
JAMES E. TONREY, JR.²
DEIRDRE WOUFFE PACHECO²
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YVONNE MARCUSE
ABBY RESNICK-PARIGIAN^{2,3}
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ELLEN TORREGROSSA-O'CONNOR
AMANDA F. SHECTER²

ASSOCIATES

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ELIZABETH C. DELL²
NANCY A. SLOWE²
KELLY A. ERHARDT-WOJIE³
JEFFREY J. BROOKNER
FRANCINE E. TAJFEL²
ELIZABETH SISO BAIR
RONALD P. COLICCHIO^{2,10}
JONATHAN A. CASS³
M. MATTHEW MANNION¹
DANIEL M. SERVISS
TODD E. LEHDER^{5,7}
JOHN E. HOGAN²
DONNA A. MCBARRON
DANIEL R. WASP²
JOSEPH R. ZAPATA, JR.
JOHN P. MURDOCH II
ANNA MARIA TEJADA²
MARY H. SMITH
EDWARD J. ALBOWICZ²
ANNA I. MONFORTH
THOMAS P. KELLY^{2,5}
STEPHANIE D. GIRONDA
EVERETT M. JOHNSON²
ALEX LYUBARSKY⁷
KEVEN H. FRIEDMAN²
GREGORY D. SHAFFER^{2,9}
JESSICA S. PYATT
LOUIS J. SEMINSKI, JR.
JARRET S. LEWIS^{2,11}

DANIEL R. LAPINSKI¹
LAUREN R. BERSCHLER³
LILLIAN A. PLATA
ROBERT L. SELVERS²
ERIK C. ACOSTA²
PAMELA R. GOLD-ZAFRA¹
ALYSON M. LEONE²
JULIE A. DEMAREE²
VINCENT CHENG^{1,2}
MICHAEL J. WEISSLITZ
JONATHAN M. BUSCH²
JAMIE M. BENNETT²
KEITH L. HOVEY²
GEMMA L. ABERNOVICH¹
KRISTEN M. BENEDETTO³
JOSEPH J. RUSSELL, JR.²
JON S. POLEVOY
HARA L. PODEL¹
DEEPA KAIREN
CHERYL E. CONNORS
RUTH A. RAULS¹
JAMES J. TRACY
JOSHUA A. FREEMAN
CHAD B. SIMON²
VERONICA ALLENDE

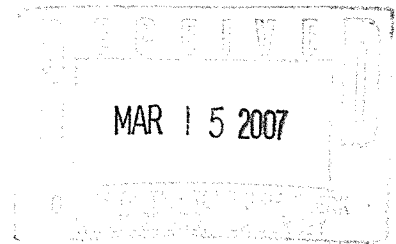
¹ Certified Civil Trial Attorney
² Certified Criminal Trial Attorney
³ Certified Matrimonial Attorney
⁴ Certified Workers Compensation Attor
⁵ National Certified Civil Trial Specialist

⁶ Approved by the ABA

⁷ Not admitted NJ
⁸ Admitted NY
⁹ Admitted PA
⁴ Admitted CT
⁵ Admitted DC
⁶ Admitted MA
⁷ Admitted MD
⁸ Admitted VA
⁹ Admitted CA
¹⁰ Admitted FL
¹¹ Admitted IL

Please reply to:
Woodbridge
Direct Dial: (732) 855-6037
Direct Fax: (732) 726-6601

March 15, 2007



VIA UPS OVERNIGHT DELIVERY

Marie Annese, Township Clerk
Township of Willingboro
One Salem Road
Willingboro, New Jersey 08046

Re: Willingboro Square, L.L.C.: Five-Year Tax Exemption Agreement for Block 3, Lot 4.11

Dear Ms. Annese:

In response to your letter of March 7, 2007, and our telephone conversation on March 13, 2007, I am enclosing three original signed copies of the Agreement for Five-Year Tax Exemption regarding the above-referenced redevelopment project. Please arrange for execution of the Agreement by the Mayor and return a fully executed original to me in the enclosed envelope.

As we discussed, the copies that you sent to Henry Stein for execution included Exhibits "D" and "E," which were not attached to the proposed form of Agreement. These exhibits are not referenced in the body of the Agreement and should be removed from the executed Agreement. Exhibits "D" and "E" were intended only as exhibits to the Application, as shown on their headings, not the Agreement. The Application had Exhibits "A" through "E" as attachments and the Agreement itself was Exhibit "C" to the Application (as shown by the heading on the Agreement). However, the Agreement included only one exhibit, the Legal Description of the property, labeled Exhibit "A."

It appears that Exhibits "D" and "E" to the Application were inadvertently copied from the Application along with Exhibit "C," the Agreement itself. At your suggestion, I have left "D" and "E" in place as you sent them, so that you can examine them yourself, but I respectfully request that they be removed from the final executed copies of the Agreement, as they are not referred to in the text and their presence in the Agreement could create substantial confusion.

Please do not hesitate to call me if you have any questions.

Very truly yours,


YVONNE MARCUSE

YM/Enclosures

cc: Mr. Henry Stein (w/ encl.)
David Mapp, Esq. (w/ encl.)
William Tantum, Tax Assessor (w/ encl.)



TOWNSHIP OF WILLINGBORO

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

March 7, 2007

Willingboro Square, L.L.C.
c/o Atlantic Realty Development Corp.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Attention: Henry Stein, Esq.

Dear Mr. Stein:

Attached for your information and file is a certified copy of Resolution No. 2007-20 which was adopted by Willingboro Township Council at their meeting of March 6, 2007. Also attached are the copies of the Agreement authorized by Resolution No. 2007-20.

It would be appreciated if you sign and have witnessed all three and then return them to this office. A fully executed copy of the agreement will be sent out to you upon completion.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.
cc: Wm. Tantum

RESOLUTION NO. 2007-20

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECTUE A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO SQUARE L.L.C. AND APPROVING WILLINGBORO SQUARE, L.L.C.'S APPLICATION FOR TAX ABATEMENT TO ALLOW FOR FIVE YEAR TAX PHASE IN

WHEREAS, Willingboro Square, L.L.C. has made application to the Township of Willingboro for approval of redevelopment plans for Block 3, Lot 4.11, Millenium Road, by the construction of 216 dwelling units to be housed in nine three-story buildings; and

WHEREAS, the development plans have been reviewed and approved by the Willingboro Township Planning Board; and

WHEREAS, pursuant to Resolution 2003-102, the Willingboro Township Council approved a Redevelopment Agreement with Willingboro Urban Renewal, LLC (ReNEWal); and

WHEREAS, on October 2, 2002, ReNEWal and Willingboro Square L.L.C. entered into a purchase and sale Agreement on October 2, 2002, as amended by a certain First Amendment to Purchase dated November 18, 2002 providing for the conveyance to Willingboro Square, L.L.C. of the subdivided ReNEWal site, consisting of 9.69 acres, which appears on the Township's tax map as Lot 4.11, Block 3; and

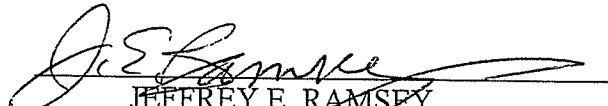
WHEREAS, the development by Willingboro Square, L.L.C. is in the interest of the Township of Willingboro and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

WHEREAS, it is necessary and appropriate for the Township of Willingboro to enter into a Financial Agreement between the Township of Willingboro and Willingboro Square, L.L.C., providing for designation of the subject property being redeveloped by Willingboro Square as tax exempt and providing for payments to the Township of Willingboro in accordance with the provisions of the Five Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et seq.; and

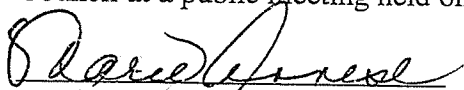
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of **March**, 2007, that the Agreement for Five Year Tax Exemption, substantially in the form of the document attached hereto, is approved by the Township Council and the Township, subject to

compliance with the provisions of the Five Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et seq.; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Willingboro Square, LLC for their information and attention.


JEFFREY E. RAMSEY
MAYOR

Certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on March 6, 2007.


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell				<input checked="" type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

WILLINGBORO TOWNSHIP
ONE SALEM ROAD. WILLINGBORO. N.J. 08046

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

TELEFAX COVER SHEET

TO: Cristal H. Bowie Esq
COMPANY: _____
DATE: 6/20/08
TO FAX NO. #1

FROM: David Aron EXT. 1028 PAGES 16


SUBJECT: Res 2007-20 + executed agreement
W/ Barry Quinn - Township Dept &
1100 Belmont

FOR YOUR INFORMATION PLEASE RESPOND _____

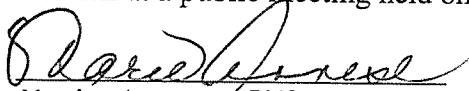
THANK YOU.

compliance with the provisions of the Five Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et seq.; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Willingboro Square, LLC for their information and attention.


JEFFREY E. RAMSEY
MAYOR

Certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on March 6, 2007.


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell				<input checked="" type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

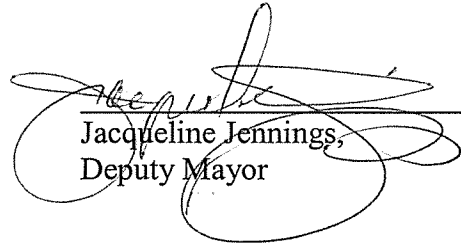
**TOWNSHIP OF WILLINGBORO
RESOLUTION 2007-21**

WHEREAS, the Director of Public Safety, Benjamin Braxton, will retire on February 28, 2007; and


WHEREAS, the office of the Director of Public Safety is vacant because Benjamin Braxton will be on leave from January 19th until his date of retirement; and

WHEREAS, the Township Council of the Township of Willingboro recognizes the need to cover the responsibilities of the office of Director of Public Safety.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Willingboro, New Jersey, assembled in public session this 23rd day of January, 2007, that Gregory Rucker be and is hereby appointed as Acting Director of Public Safety until such time as a permanent Director is appointed.


Jacqueline Jennings,
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓

RESOLUTION NO. 2007 - 22

**A RESOLUTION ERXTENDING THE CONTRACT FOR
INDUSTRIAL HYGIENIST
MUNICIPAL BUILDING AND KENNEDY CENTER**

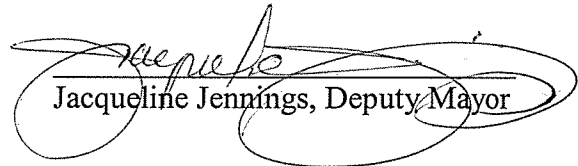
WHEREAS, the Township Council of the Township of Willingboro authorized the Township Engineer to advertise for Request for Quotes / Request for Proposals for the above referenced project; and

WHEREAS, proposals were received; and


WHEREAS, Willingboro Township Council, by the adoption of Resolution No. 2006-108, accepted the proposal of **Environmental Connection, Inc., 120 North Warren Street, Trenton, New Jersey 08608** in the amount of \$24,330.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of January, 2007, that the contract is extended through February 28, 2007 allowing for the completion of the project and the submission of required reports.

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


Jacqueline Jennings, Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓

RESOLUTION NO. 2006 - 108

A RESOLUTION AWARDED A CONTRACT FOR
INDUSTRIAL HYGIENIST
MUNICIPAL BUILDING AND KENNEDY CENTER

WHEREAS, the Township Council of the Township of Willingboro authorized the Township Engineer to advertise for Request for Quotes / Request for Proposals for the above referenced project; and

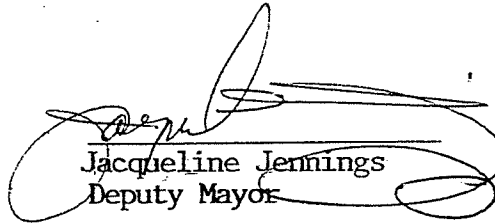
WHEREAS, proposals were received; and

WHEREAS, it appears to be in the best interest of the Township to accept the proposal of **Environmental Connection, Inc., 120 North Warren Street, Trenton, New Jersey 08608** in the amount of \$24,330.00; 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 5th day of September, 2006, that the bid be accepted as per the attached recommendation of the Township Engineer.

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


Jacqueline Jennings
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓

ENTERED A TRUE COPY OF RESOLUTION ADOPTED

WILLINGBORO TWP. COUNCIL ON Sept. 5, 2006


TOWNSHIP CLERK

TOWNSHIP OF WILLINGBORO
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT between the **TOWNSHIP OF WILLINGBORO**, a municipal corporation of the State of New Jersey, having its principal office at One Salem Road, Willingboro, New Jersey 08046 and **Environmental Connection, Inc.** 120 North Warren Street, Trenton, New Jersey 08608-1308.

WHEREAS, the Township of Willingboro has, by Resolution, appointed **Environmental Connection, Inc.** to provide services as a consultant, which contract will end on or before December 31, 2006; and

WHEREAS, for purposes of N.J.S.A. 40A:11-1, et seq., it is found as a fact that this contract for consulting services between the Township of Willingboro and Environmental Connection, Inc. was open to public bidding in accordance with N.J.S.A. 40A:11-1, et seq., and properly awarded; and

WHEREAS, the parties have reviewed existing appropriations for funds; and

WHEREAS, there is a need to reduce the understanding reached between the parties to written form; and

WHEREAS, it is appropriate that this contract specify the understanding between the parties.

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

TOWNSHIP OF WILLINGBORO
CONTRACT FOR PROFESSIONAL SERVICES

AFFIRMATIVE ACTION.

The provisions of Exhibit "A" with respect to MANDATORY AFFIRMATIVE ACTION LANGUAGE IN PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS and Exhibit "B" with respect to AMERICANS WITH DISABILITIES ACT OF 1990, Equal Opportunity for individuals with Disability, 42 U.S.C. 12101 et seq. are specifically incorporated herein as a material provision of this contract.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

11TH day of OCTOBER 2006.

WITNESS:



FOR ENVIRONMENTAL CONNECTION INC

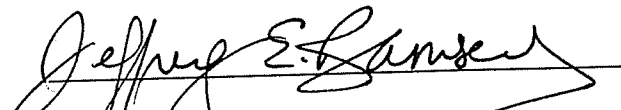

Richard J. Benet, VP

ATTEST:



MARIE ANESE, Township Clerk

FOR THE TOWNSHIP OF
WILLINGBORO


JEFFREY E. RAMSEY, Mayor



RESOLUTION NO. 2007 – 23
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT
WITH STEPHEN BARTLET, INDEPENDENT PROFESSIONAL APPRAISER

WHEREAS, the Township of Willingboro is a named defendant in the matter of **Willingboro Equities v. Willingboro Township**; and

WHEREAS, it is in the best interest of the Township to retain and utilize the services of an Independent Professional Appraiser in order to litigate the matter of in the defense of the Township in that matter; and

WHEREAS, the Township of Willingboro has reviewed the proposals and curriculum vitae of several professional independent appraisers to provide said service; and

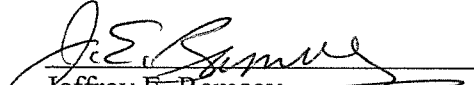
WHEREAS, Steven Bartlet has submitted his proposal for services as a professional independent appraiser; and


WHEREAS, the Township of Willingboro has determined that it will designate Steven Bartlet, PO Box 8169, Turnersville, New Jersey 08012, as an appropriate Appraiser for the provision of said services; and

WHEREAS, for the purposes of N.J.S.A. 40A:11-1, et seq., it is found as a fact that the services to be rendered are such professional services as fall within Section 6 of N.J.S.A. 40A:11-2, which services are a specific exemption to the requirements of public bidding under N.J.S.A. 40A:11-5(1)(a), and that the appointee Steven Bartlet, is qualified to provide such services; 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; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2007, that the Township of Willingboro will retain the services of Steven Bartlet as an independent professional appraiser for a sum not to exceed \$15,000.00.


 Jeffrey E. Ramsey
 Mayor

Attest:

 Marie Annese, RMC
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell				✓
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

Certification of Availability of Funds

This is to certify to the Council of the Township of Willingboro that funds for the following resolutions are available.

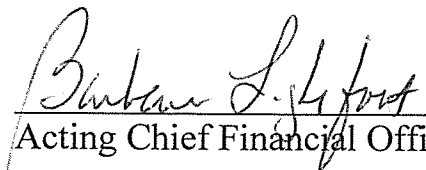
Resolution Date: January 23, 2007

Resolution Number: 2007-23

Vendor: Steven Bartelt

Account Number	Amount	Department
7-01-20-150-000-299	\$14,800.00	Assessor Office

Pending adoption of 2007 budget


Acting Chief Financial Officer

THIS AGREEMENT made and entered into on 9 January 2007, by and between Steven Bartelt, the Appraiser, and the Client, identified herein, provides for the Professional Services described under item #2, part and subpart, of the Agreement.

Client Name: Township of Willingboro

Address of Client: Office of the Clerk
Willingboro Township Municipal Complex
1 Salem Rd
Willingboro, NJ 08046

Contact Person: Mr David Mapp, Esq
Law Offices of Michael Armstrong
79 Mainbridge Rd, Willingboro, NJ 08046

Phone #: 609-877-5511

General Job Title: Willingboro Equities LLC Appeal

1) Description of the Real Property/Current Use

This engagement covers a total of 1 individual parcels, over the tax years 2004, 2005, 2006. A description of the parcel is included in Addendum B.

2a) Description of Specific Appraisal Services to be Provided

The Appraiser will render an opinion of market value, of fee simple title, for each of the applicable tax years (2004, 2005 & 2006) for the ownership noted in Addendum B below. This opinion of value is more commonly known as the Appraisal. Services under this section pertain to the preparation of the appraisal.

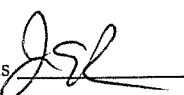
The date of the value estimate will be the date of assessment; typically October 1 of the pre-tax year.
The report will be delivered in a narrative format.
The format of the report will be complete, as defined by USPAP.
The Appraiser will supply four originals.
The appraisal will value the entirety, in fee simple ownership

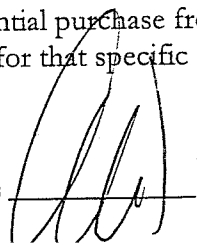
2b) Description of Other Services That May be Provided or Otherwise Required

Given the nature of the assignment circumstances might arise wherein the appraiser MAY be called upon to perform additional services in conjunction with, but in addition to, the Appraisal outlined in paragraph 2a. These services include, but are not limited to, providing additional copies of reports, interrogatories, testimony, review of letters, conferences, consultation, update of the appraisals, subpoena, and the like. These services shall be billed at the rates cited in paragraph #5, or an additional agreement may be reached. In the absence of any other written agreement, this document shall cover any, and all, additional services. All agreements for work in this paragraph must be in written form.

3a) Intended Use/User of the Services Performed

The appraisal is to be used for the function of potential purchase from the current owners by a municipal government. The reports will be written for that specific function. Estimates of value may

Clients Initials 

Appraisers Initials 

only be used by the above stated Client, and only for the function so noted above. Reliance on this report for other functions, or use by a third party is/was not contemplated, and therefore prohibited.

3b) Cancellation

This contract may be canceled in whole or in part, by mutual consent. Cancellation agreements shall be in written form. The Client is responsible to pay for any and all work performed to date on said cancelled parcels.

4) Scope and Methods

The Appraiser will render an opinion of value for the real property described above in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), and the Code of Professional Ethics and Standards of Appraisal Practice promulgated by the Appraisal Institute.

In adherence to these practices the Client should understand that the Appraiser is not an advocate for the Client, and that the appraiser will be reporting his honest opinion of value. The appraiser will not be influenced by nor consider any preconceived notions of value.

5) Compensation

Includes ALL work specifically noted in **item #2a** above:

- Total Lump Sum Fee shall be: \$14,800
- payable as
- Retainer due at Time of Signing Contract - \$5,000
- Remaining Appraisal Fee Due Upon Completion of Appraisal - \$9,800

Includes ALL work specifically noted in **item #2b** above IF applicable.

- Hourly Rate of \$185/hour for the Appraiser
- Staff Research - \$70 per hour
- Clerical Staff - \$35 per hour
- plus Travel Expenses computed on a time basis - one way
- Invoices are Payable Upon Receipt

It is further agreed and understood that if any portion of the compensation or fees due to the Appraiser become delinquent, the Client shall pay any such delinquent payments together with all expenses of collection including court costs, reasonable attorneys' fees and interest at the rate of 12% per annum.

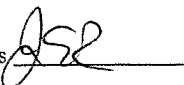
6) Completion Time

The appraiser will do his best to provide all professional services in reasonable time periods. There are many variables, which affect completion time. Many are beyond the appraiser's control. Dates specified are approximations.

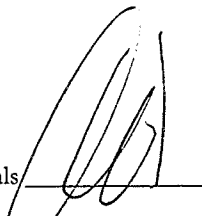
Proposed Date – Work To Commence - Date of Receipt of This Executed Contract and Retainer Fee

Anticipated Projected Completion Date – 2 to 4 Months after the Date when the Signed Contract is received

Clients Initials



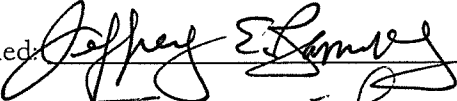
Appraisers Initials



IN WITNESS WHEREOF, this Agreement is accepted on the date written above, subject to the terms and conditions above stated and the provisions set forth on the attached, if any.

Contract must be signed in ink and returned with retainer prior to the commencement of work.

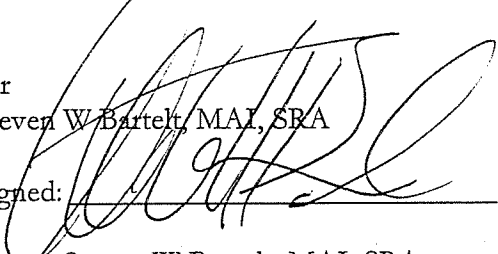
for Client
Township of Willingboro

Signed: 
Print Name: JEFFREY E. RAMSEY

Title: MAYOR

Date: 2/13/07

for
Steven W Bartelt, MAI, SRA

Signed: 
Name: Steven W Bartelt, MAI, SRA

Title: Appraiser

Date: 9 January 2007

- Attached To the Agreement:
- 1) Addendum A - Conditions to the Agreement
 - 2) Addendum B - List of Parcels to be Appraised
 - 3) Appraiser Qualifications

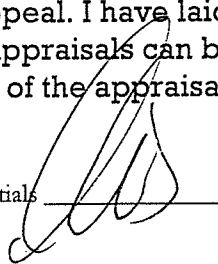
ADDENDUM A – Conditions of Engagement

- 1) Report format will be driven by the property type in question. The Appraiser warrants that the report format will be acceptable for Tax Court and tax appeal use, should that become necessary.
- 2) The Appraiser is a NJ Certified General Appraiser, licensed by the State of NJ, license # 42RG00011400.
- 3) The Client should anticipate receipt of the completed appraisals as they are completed. Payment of fees become due as reports are issued.
- 4) Appraisals will be written in accordance with the USPAP.
- 5) Should it be needed - fees for testimony and like services provided in connection with a tax appeal action are included in the above engagement.
- 6) Update appraisal fees are 75% of the original fee. Provided it occurs within two years of the original date of submission.
- 7) The Appraisal Report shall be subject to the Appraiser's Limiting Conditions and Assumptions. All appraisals have these statements. These are typically tailored to each property. These can be supplied to the Client prior to the commencement of work if desired. The Client must make a specific request for such information.
- 8) Definitions for appraisal terminology may be cited from the current version of the USPAP or the Dictionary of Real Estate published by the Appraisal Institute, Chicago, or other relevant appraisal literature.
- 9) The appraiser must be supplied with any and all information required for the appraisal. The Client is expected to be helpful in this respect especially when it comes to information held by the municipality. Lack of responsiveness in this regard or by the property owner may postpone the delivery dates for the appraisal.
- 10) The Appraiser is not responsible for management of the legal circumstances involved in the appeal. I have laid out timelines and circumstances under which the appraisals can be completed. The Client can expect delays in the preparation of the appraisals if the necessary information is similarly delayed.

Clients Initials



Appraisers Initials



List of Parcels to Be Appraised
Addendum B

Property Location	
1 LEVITT PARKWAY, Willingboro District: 338 (Willingboro Township), Block: 3, Lot: 1 - Additional Lots: 3000B	
Property Information	Assessment Data
Class: 4A - Commercial Zoning: Bid Description: BANK/BK/AZ+ LHS Land Description: 4.41 AC Acreage: 4.4100 Square Footage: Usage: Year Constructed: Use Code: 560 - Office - General # Dwellings: Census Tract: 7028.07	Total Value: \$4,200,300 Land Value: \$3,204,900 Improvement Value: \$995,400 % Improvement: 23.70 Special Tax Codes: Deductions: Senior Veteran Widow Surv. Spouse Disabled Exemption: Exemption statute: 2004 Rate: 4.15; 2004 Ratio: 79.55%; 2004 Taxes: \$174,438 2005 Rate: 4.37; 2005 Ratio: 73.09%; 2005 Taxes: \$183,553 2006 Rate: 5.18; 2006 Ratio: 62.17%; 2006 Taxes: \$217,576
Current Owner	Sale Data
WILLINGBORO EQUITIES, LLC 17000 HORIZON WAY, STE 100 Mount Laurel, NJ 08054-5105 Previous Owner:	Date: 3/30/2001 Price: \$2,200,000 Ratio: 190.92% Deed Book: 05860 Deed Page: 00363

Clients Initials

JSR

Appraisers Initials

[Handwritten Signature]

Professional Qualifications/Curriculum Vitae

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Property types dealt with include, complex commercial and industrial properties; agricultural and residential property. Our practice is limited to the Southern New Jersey region.

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Appraisals have been performed for private individuals, attorneys, courts, land trusts, state, municipal and county governing bodies, state and federal agencies, national corporations and lending institutions. He has testified as an expert witness in Federal Bankruptcy Court, NJ Tax Court, Superior Court, County Tax Boards, County Commissioners Hearings and at Municipal Zoning/Planning Boards.

Mr. Bartelt maintains a general real estate practice and is knowledgeable in a wide range of valuation procedures. He furthers his appraisal background through both practical experience and classroom activities. As a requirement of licensure, he attends at least 20 hours of classroom instruction every two years.



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

April 20, 2007

Mr. Steven Bartlet
P. O. Box 8169
Turnersville, New Jersey 08012

Dear Mr. Bartlet:

With regard to the proposal submitted for consideration by Willingboro Township Council regarding service as an Independent Professional Appraiser please be advised that Township Council approved Resolution No. 2007 – 23 at their meeting of February 13, 2007.

Attached is a certified copy of the resolution and a signed copy of the proposal/agreement for your information and file.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

Att.

cc: Tax Assessor

Unknown

Modified: Wed 11/29/2006 4:49 PM

APPRAISERS for Appeals

Hank Herskowitz
Herskowitz, Rosen & Walton
1001 Kings Hwy
Cherry Hill, NJ 08034
(p) 856-795-8700
(f)

Renwick & Associates
104 East Main Street
Maple Shade, NJ 08052
(p) 856-779-7050
(f)
(email)

✓ Steven Bartelt
PO Box 8169
Turnersville, NJ 08012
(p) 856-582-5892
(f) 856-582-3493
(email) sbartelt22@comcast.net

LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
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Email: chb@armstronglawfirm.com

PAUL L. HARRIS
Email: plh@armstronglawfirm.com

OF COUNSEL

DAVID E. MAPP
Email: dem@armstronglawfirm.com



\$ 18,000

+MEMBER NJ & NY BARS

January 12, 2007

William Tantum, Tax Assessor
Willingboro Township Municipal Complex
1 Salem Road
Willingboro, NJ 08046

Re: Willingboro Equities v. Willingboro Township

Dear Mr. Tantum:

I have been corresponding with Steven Bartelt, MAI, SRA with regard to preparation of the appraisals needed to litigate the above matter. Under cover letter dated January 9, 2007, Mr. Bartelt has proposed to provide appraisals for tax years 2004, 2005 and 2006. Mr. Bartelt has proposed to complete initial work, described in paragraph 2a, at a cost of \$14,800.00. Additional work, as described in paragraph 2b, will be billed at the rates described in paragraph 5.

If you approve the Agreement, you must take any steps necessary to approve the expenditure, initial and execute the agreement and provide Mr. Bartelt's requested retainer in the amount of \$5,000.00.

In prior correspondence, Mr. Bartelt has asked that we verify that there are only two structures on the property. I am satisfied that Commerce Bank and Burger King are the only tenants. He has also asked that we provide the Chapter 91 items. See NJSA 54:4-34. Mr. Bartelt has also provided a list of items I must secure from Plaintiff's counsel.

If you have any questions or comments, or if you would simply like to speak to me with regard to this matter, please feel free to call.

Very truly yours,

A handwritten signature in black ink that reads "David E. Mapp".

David E. Mapp, Esquire

Enclosures

THIS AGREEMENT made and entered into on 9 January 2007, by and between Steven Bartelt, the Appraiser, and the Client, identified herein, provides for the Professional Services described under item #2, part and subpart, of the Agreement.

Client Name: Township of Willingboro

Address of Client: Office of the Clerk
Willingboro Township Municipal Complex
1 Salem Rd
Willingboro, NJ 08046

Contact Person: Mr David Mapp, Esq
Law Offices of Michael Armstrong
79 Mainbridge Rd, Willingboro, NJ 08046

Phone #: 609-877-5511

General Job Title: Willingboro Equities LLC Appeal

1) Description of the Real Property/Current Use

This engagement covers a total of 1 individual parcels, over the tax years 2004, 2005, 2006. A description of the parcel is included in Addendum B.

2a) Description of Specific Appraisal Services to be Provided

The Appraiser will render an opinion of market value, of fee simple title, for each of the applicable tax years (2004, 2005 & 2006) for the ownership noted in Addendum B below. This opinion of value is more commonly known as the Appraisal. Services under this section pertain to the preparation of the appraisal.

The date of the value estimate will be the date of assessment; typically October 1 of the pre-tax year. The report will be delivered in a narrative format. The format of the report will be complete, as defined by USPAP. The Appraiser will supply four originals. The appraisal will value the entirety, in fee simple ownership

2b) Description of Other Services That May be Provided or Otherwise Required

Given the nature of the assignment circumstances might arise wherein the appraiser MAY be called upon to perform additional services in conjunction with, but in addition to, the Appraisal outlined in paragraph 2a. These services include, but are not limited to, providing additional copies of reports, interrogatories, testimony, review of letters, conferences, consultation, update of the appraisals, subpoena, and the like. These services shall be billed at the rates cited in paragraph #5, or an additional agreement may be reached. In the absence of any other written agreement, this document shall cover any, and all, additional services. All agreements for work in this paragraph must be in written form.

3a) Intended Use/User of the Services Performed

The appraisal is to be used for the function of potential purchase from the current owners by a municipal government. The reports will be written for that specific function. Estimates of value may

Clients Initials

Appraisers Initials

only be used by the above stated Client, and only for the function so noted above. Reliance on this report for other functions, or use by a third party is/was not contemplated, and therefore prohibited.

3b) Cancellation

This contract may be canceled in whole or in part, by mutual consent. Cancellation agreements shall be in written form. The Client is responsible to pay for any and all work performed to date on said cancelled parcels.

4) Scope and Methods

The Appraiser will render an opinion of value for the real property described above in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), and the Code of Professional Ethics and Standards of Appraisal Practice promulgated by the Appraisal Institute.

In adherence to these practices the Client should understand that the Appraiser is not an advocate for the Client, and that the appraiser will be reporting his honest opinion of value. The appraiser will not be influenced by nor consider any preconceived notions of value.

5) Compensation

Includes ALL work specifically noted in **item #2a** above:

- Total Lump Sum Fee shall be: \$14,800
- payable as
- Retainer due at Time of Signing Contract - \$5,000
- Remaining Appraisal Fee Due Upon Completion of Appraisal - \$9,800

Includes ALL work specifically noted in **item #2b** above IF applicable.

- Hourly Rate of \$185/hour for the Appraiser
- Staff Research - \$70 per hour
- Clerical Staff - \$35 per hour
- plus Travel Expenses computed on a time basis - one way
- Invoices are Payable Upon Receipt

It is further agreed and understood that if any portion of the compensation or fees due to the Appraiser become delinquent, the Client shall pay any such delinquent payments together with all expenses of collection including court costs, reasonable attorneys' fees and interest at the rate of 12% per annum.

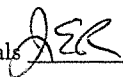
6) Completion Time

The appraiser will do his best to provide all professional services in reasonable time periods. There are many variables, which affect completion time. Many are beyond the appraiser's control. Dates specified are approximations.

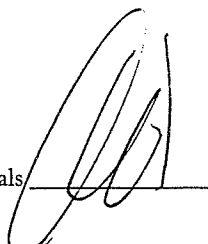
Proposed Date – Work To Commence - Date of Receipt of This Executed Contract and Retainer Fee

Anticipated Projected Completion Date – 2 to 4 Months after the Date when the Signed Contract is received

Clients Initials



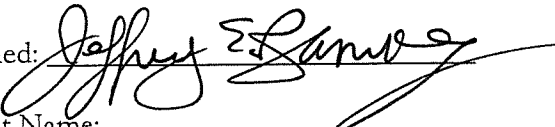
Appraisers Initials



IN WITNESS WHEREOF, this Agreement is accepted on the date written above, subject to the terms and conditions above stated and the provisions set forth on the attached, if any.

Contract must be signed in ink and returned with retainer prior to the commencement of work.

for Client
Township of Willingboro

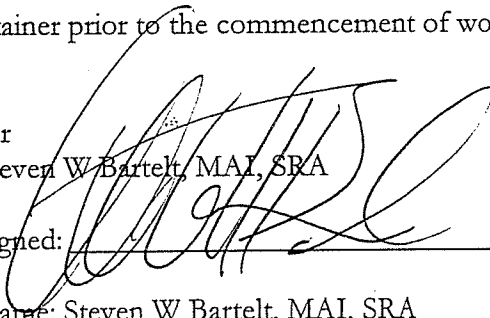
Signed: 

Print Name: _____

Title: JEFFREY E. RAMSEY

Date: 2/13/07

for
Steven W Bartelt, MAI, SRA

Signed: 

Name: Steven W Bartelt, MAI, SRA

Title: Appraiser

Date: 9 January 2007

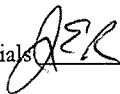
Attached To the Agreement:

- 1) Addendum A - Conditions to the Agreement
- 2) Addendum B - List of Parcels to be Appraised
- 3) Appraiser Qualifications

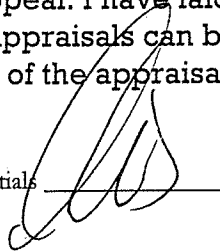
ADDENDUM A – Conditions of Engagement

- 1) Report format will be driven by the property type in question. The Appraiser warrants that the report format will be acceptable for Tax Court and tax appeal use, should that become necessary.
- 2) The Appraiser is a NJ Certified General Appraiser, licensed by the State of NJ, license # 42RG00011400.
- 3) The Client should anticipate receipt of the completed appraisals as they are completed. Payment of fees become due as reports are issued.
- 4) Appraisals will be written in accordance with the USPAP.
- 5) Should it be needed - fees for testimony and like services provided in connection with a tax appeal action are included in the above engagement.
- 6) Update appraisal fees are 75% of the original fee. Provided it occurs within two years of the original date of submission.
- 7) The Appraisal Report shall be subject to the Appraiser's Limiting Conditions and Assumptions. All appraisals have these statements. These are typically tailored to each property. These can be supplied to the Client prior to the commencement of work if desired. The Client must make a specific request for such information.
- 8) Definitions for appraisal terminology may be cited from the current version of the USPAP or the Dictionary of Real Estate published by the Appraisal Institute, Chicago, or other relevant appraisal literature.
- 9) The appraiser must be supplied with any and all information required for the appraisal. The Client is expected to be helpful in this respect especially when it comes to information held by the municipality. Lack of responsiveness in this regard or by the property owner may postpone the delivery dates for the appraisal.
- 10) The Appraiser is not responsible for management of the legal circumstances involved in the appeal. I have laid out timelines and circumstances under which the appraisals can be completed. The Client can expect delays in the preparation of the appraisals if the necessary information is similarly delayed.

Clients Initials



Appraisers Initials



List of Parcels to Be Appraised
 Addendum B

Property Location	
1 LEVITT PARKWAY, Willingboro District: 338 (Willingboro Township), Block: 3, Lot: 1 - Additional Lots: 300OB	
Property Information	Assessment Data
Class: 4A - Commercial Zoning: Bld Description: BANK/BK/AZ+ LHS Land Description: 4.41 AC Acreage: 4.4100 Square Footage: Usage: Year Constructed: Use Code: 560 - Office - General # Dwellings: Census Tract: 7028.07	Total Value: \$4,200,300 Land Value: \$3,204,900 Improvement Value: \$995,400 % Improvement: 23.70 Special Tax Codes: Deductions: Senior Veteran Widow Surv. Spouse Disabled Exemption: Exemption statute: 2004 Rate: 4.15; 2004 Ratio: 79.55%; 2004 Taxes: \$174,438 2005 Rate: 4.37; 2005 Ratio: 73.09%; 2005 Taxes: \$183,553 2006 Rate: 5.18; 2006 Ratio: 62.17%; 2006 Taxes: \$217,576
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[Signature]

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RESOLUTION NO. 2007 – 24

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN
AGREEMENT WITH BURLINGTON COUNTY PROFESSIONAL FIRE
FIGHTER'S ASSOCIATION IAFF Local 3091
SUPERIOR FIRE OFFICERS**


WHEREAS, the Burlington County Professional Fire Fighter's Association, IAFF Local 3091, Superior Fire Officers, and the Township of Willingboro have concluded labor negotiations; and

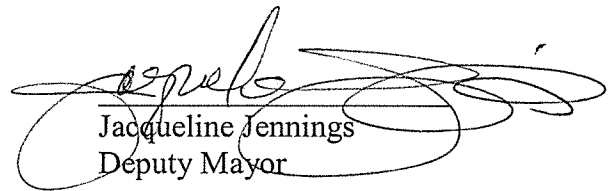
WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of January, 2007, that:

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2004 through December 31, 2006.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the Agreement has been formally signed by the appropriate officers of the Burlington County Professional Fire Fighter's Association IAFF Local 3091, Superior Fire Officers.
- C. A copy of this resolution shall be submitted to the appropriate officer of the Burlington County Professional Fire Fighter's Association IAFF Local 3091, Superior Fire Officers for his information and attention.

Attest:


Marie Annese, RMC
Township Clerk


Jacqueline Jennings
Deputy Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓



COLLECTIVE BARGAINING AGREEMENT

Between the

**BURLINGTON COUNTY
PROFESSIONAL FIREFIGHTER'S ASSOCIATION
IAFF Local 3091
SUPERIOR FIRE OFFICERS**

and the

TOWNSHIP OF WILLINGBORO

for the period

JANUARY 1, 2004 - DECEMBER 31, 2006



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PREFACE

This Agreement, is made and entered into this **23rd** day of **January 2007**, by and between the **Township of Willingboro**, a body corporate and politic, hereafter referred to as the “Township”; and **Burlington County Professional Firefighters Association, IAFF Local 3091 – Superior Fire Officers**, hereafter referred to as the “Local”;

In consideration of the mutual promises contained herein, **It is Hereby Agreed as Follows:**

ARTICLE I: GENERAL-PURPOSE

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

ARTICLE II: NON-DISCRIMINATION

The Township and the Local agree that all provisions of this Agreement shall be applied equally to all employees in compliance with applicable laws against discrimination. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to “employee” shall mean those individuals included within the bargaining unit.

ARTICLE III: RECOGNITION OF BARGAINING UNIT

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

ARTICLE IV: MANAGEMENT RIGHTS

4.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it, now or hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

4.1.1 The executive, management, legislative and administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

4.1.2 To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

4.1.3 The right of management to make, maintain and amend any and all reasonable rules and regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, and the Department or function thereof, after reasonable advance notice thereof to employees and to require compliance by the employees is recognized. Except in the case of an emergency, the Township agrees to provide the Local with a copy of any proposed rules and regulations 30 days before the implementation of the rules and regulations and to allow the Local to submit comments on the rules and regulations within the 30 day period. Notwithstanding the above, pursuant to NJSA 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

4.1.4 To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of continued employment or assignment and to promote and transfer employees.

4.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided by law.

4.1.6 To lay off employees in the event of lack of work, or fore budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Township Council as provided by law.

4.1.7 The Township reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the Township and the Department or function thereof.

4.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of the State of New Jersey and the United States.

ARTICLE V: EMPLOYEE RIGHTS AND RESPONSIBILITIES

5.1: An employee shall be entitled to Local representation at each and every step of a disciplinary proceeding.

5.2: An employee who is charged in a disciplinary proceeding, and the Local, shall be entitled to receive copies of any records or documents which the Township intends to use in the disciplinary proceeding against the employee. The employee and/or the Local shall also provide the Employer with copies of any records or documents intended to be used by or on behalf of the employee in the disciplinary proceeding. The exchange of the records or documents shall take place sufficiently in advance of the disciplinary hearing to allow both side the opportunity for review and further preparation, if necessary.

5.3: No employee shall be required by the Employer and/or its agents to attend any meeting which the employee reasonably believes may result in disciplinary action unless the employee is afforded the opportunity for Local representation, if requested.

5.4: No recording devices or stenographer of any kind shall be used during any meeting unless both the Local and Employer agree to their use, prior to such meeting, in writing. Any use of a recording device to record a conversation, meeting or the interaction with another Township employee or official without the consent of all persons may constitute good cause for immediate termination of employment of the party or parties involved in the recording.

5.5: An employee shall have the right to review his/her personnel file upon reasonable request and to receive copies of any materials in his/her file. Nothing shall be placed in an employee's personnel file without the employee's knowledge. If any negative material is to be placed in an employee's personnel file, the employee shall be afforded the opportunity to submit a written rebuttal for placement in his/her file as well.

5.6: Employees' residency shall be governed by state law.

ARTICLE VI: SENIORITY

6.1: Seniority is defined as an employee's length of continuous service in the Willingboro Fire Department, beginning with the employee's most recent date of employment in the Department.

6.2: If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.

6.3: The Township shall maintain an accurate, up-to-date seniority roster showing the seniority date, classification, and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Local upon reasonable request.

6.4: Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time or any other matters involving issues of substantial employee advantage, the employee with the most seniority shall receive a preference.

ARTICLE VII: JOB POSTING

7.1: All vacancies or all newly-created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

7.2: The Township will post a notice within five (5) days after filling the vacancy or newly-created position with the name of the individual selected.

7.3: The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable law.

ARTICLE VIII: HOURS OF WORK AND OVERTIME PAY

8.1: Firefighters shall be scheduled to work a twenty-four (24) hour tour of duty, followed by forty-eight (48) hours off, with such alternating platoons following same pattern. The parties shall negotiate any changes in the work hours or work schedule.

8.1.A: For purposes of calculating total hours worked, for a scheduled 24 hour shift employee shall be defined as consisting of an average of fifty-three (53) hours per calendar week. Each employee working in excess of the maximum allowable fifty-three (53) hours per calendar week shall accrue three (3) hours per calendar week hour for hour straight time compensatory time for the excess scheduled work hours.

8.2: Lunch Periods and Breaks.

8.2.1: Each employee shall be entitled to a one (1) hour per day lunch period with pay.

8.2.2: Employees shall also be entitled to two (2) fifteen (15) minute paid breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

8.3: Overtime will be paid at the rate of time and one-half the regular hourly rate for all hours worked in excess of one hundred twelve (112) hours in a pay period.

8.4: No overtime shall be worked except where authorized in advance by the Department Head. No employee shall be entitled to authorize his/her own overtime.

8.5: The Township shall provide to the Local, upon reasonable request, a list of employees showing overtime worked.

- 8.6: Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.
- 8.7: All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.
- 8.8: An employee who is called back to work after his/her scheduled shift has ended shall receive at least two (2) hours pay at the appropriate rate effective January 1, 2004.
- 8.9: An employee required to work past his/her scheduled shift ending time shall be compensated for all time worked but shall receive a minimum of one (1) hours pay effective January 1, 2004.
- 8.10: Except as set forth in Section 8.1 above which provides for permanent changes in shift configuration, work schedules shall not be modified except in case of an emergency (i.e. blizzard, natural disaster, or similar event).

ARTICLE IX: COMPENSATORY TIME

- 9.1: Employees may choose to be credited with compensatory time in lieu of overtime pay. The choice may be exercised, however, only at the beginning of a calendar quarter and shall be effective for the duration of that quarter or until the employee requests a change at the beginning of another calendar quarter. However employees may only accrue a maximum of forty-four (44) hours of compensatory time per quarter.
- 9.2: Earned compensatory time may be utilized upon prior written request and approval of the Department Head or in accordance with procedures established by the Department Head. Compensatory time must be taken within 6 months of its being earned or the Township will pay the employee for the unused compensatory time at the rate at which it was earned.

9.3: Once the maximum allowed compensatory time of forty-four (44) hours has been reached, Superior Fire Officers will have to use or schedule such accrued time off by the eighteenth (18) day in the twenty-eight (28) day cycle. If by the eighteenth (18) day of the twenty-eight (28) day cycle such accrued time has not been used or scheduled off then management will assign the time off for the fire officer before the twenty-eighth (28) day.

ARTICLE X: SALARY

Beginning the first pay period of 2004, the annual salary rates in effect for those employed as Superior Fire Officers by the Township of Willingboro shall be as follows:

FIRE CAPTAIN – 2004 (EFFECTIVE JANUARY 1, 2004)						
Grade	Increment	A	B	C		
978		69,849	71,720	73,591		

FIRE CAPTAIN – 2005 (EFFECTIVE JANUARY 1, 2005) @ 4.0% INCREASE FROM 2004						
Grade	Increment	A	B	C		
978		72,643	74,589	76,535		

FIRE CAPTAIN – 2006 (EFFECTIVE JANUARY 1, 2006) @ 4.0% INCREASE FROM 2005						
Grade	Increment	A	B	C		
978		75,549	77,572	79,596		

10.1: It is the intention of this agreement to provide an increase in all steps A-C for Superior Fire Officers covered by this agreement; 4.0 percent effective January 1, 2005; 4.0 percent effective January 1, 2006.

10.2: Any retroactive salary adjustments provided by this Agreement shall be paid as soon as feasible after ratification and execution of this Agreement by the parties.

10.3: It is understood and agreed that the lettered steps in the salary schedules set forth above represent annual increments. Employees shall advance one step on the salary schedule each year.

10.4: All annual salaries, as represented on the salary schedule, reflect the annual salary which is divided by the number of paydays in the year to obtain the amount due for each pay period. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above, by 2756 for 53 hour per week employees.

10.5: The wages of the members of the bargaining unit shall be paid every two weeks on Thursday.

ARTICLE XI: UNIFORMS

11.1 The Township shall provide all employees with uniforms and accessories as set forth in Appendix A of this agreement. The Township shall be responsible for the cost of all uniform changes and for the replacement of all uniforms and turnout gear damaged or contaminated in-the-line-of-duty unless due to the gross negligence of the employee. Components that are damaged or worn-out during the course of employment shall be replaced on an item-for-item basis.

ARTICLE XII: UNIFORM ALLOWANCES

12.1: The Township agrees to provide all employees covered under this Agreement with the sum of fifty dollars (\$50.00) per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township effective January 1, 2004.

12.2: The Township will replace uniforms as provided above or more frequently in case of irreparable damage.

12.3: The payments established in this section shall be paid in a lump sum during the month of January of each year.

ARTICLE XIII: TRAINING

The Township recognizes the value of training and education programs for employees and will provide employees with the opportunity for job related training and education at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training and education program and expenditures shall be subject to review and approval by the Department Head. Any training and education program offered to any volunteer of the fire department shall also be made available to the employees. Training required in order to maintain certifications required for employment as a Superior Fire Officer shall be provided by the Township.

ARTICLE XIV: HOLIDAYS

14.1: The following days shall be recognized as holidays (as designated by the Township): New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Columbus Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

14.2: Effective January 1, 2005 members of the Local shall receive one hundred fifty (150) hours of holiday pay annually. Payment for these holidays shall be in one (1) payment during the first pay period in December of that year.

14.3: The Holidays listed in 14.1 above shall be considered work days now. Employees shall receive straight time for all hours worked in addition to holiday pay received as per article 14.2 effective January 1st, 2005.

ARTICLE XV: VACATION LEAVE

The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule effective October 20, 2006.

15.1: Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of fourteen (14) hours per month for each full month of employment.

15.2: Beginning with the second year of employment through and including the seventh year of employment, fourteen (14) days per year (168 hours).

15.3: Beginning with the eighth year of employment through and including the twelfth year of employment, seventeen (17) days per year (204 hours).

15.4: Beginning with the thirteenth year of employment and thereafter, twenty-two (22) days per year (264 hours).

15.5: Earned vacation leave must be used during the year in which it is earned. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances.

15.6: An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.

15.7: For purposes of calculating total earned vacation leave, one (1) day for a scheduled 24 hour shift employee shall be defined as consisting of twelve (12) hours. However, when an employee takes vacation leave, the actual number of hours utilized shall be deducted from the employee's earned vacation entitlement.

ARTICLE XVI: SICK LEAVE

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

16.2: Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of fourteen (14) hours of sick leave for each full month of employment. An employee who has been employed for more than one (1) year shall be credited with the full number of sick days allowed for the calendar year as of January 1st. (168 hours/14 days). In the event that the employee is not employed for the full year, the number of sick days allowed shall be pro-rated on the basis of fourteen(14) sick hours for each full month of employment.

16.3: Unused sick leave may be accumulated from year to year without limitation.

16.4: Sick leave benefits shall be paid for work days absent based upon the individual employee's regular straight time hourly rate.

16.5: It is acknowledged that sick leave is intended to be used only for the purposes set forth in Section 16:1 above. Sick leave is not to be used for personal business or as additional vacation days.

16.6: A doctor's certificate may be required at the Township's option as a condition for payment of sick leave where:

- [1] An employee is absent in excess of ten (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee written notice that a doctor's note will be required for absences in excess of 10 days, after the absence has reached eight (8) days within the eight (8) consecutive month period;
- [2] An employee is absent for three (3) consecutive days;
- [3] An employee is absent on the last scheduled work day before or the first scheduled work day after a holiday.

The cost of the doctor's certificate shall be the responsibility of the employee. However, the employee must be notified at the time the employee calls out sick that the Township will require a doctor's certificate upon the employee's return to work.

16.7: Abuse of sick leave shall be cause for disciplinary action.

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

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

16.10: Any employee who calls out sick on the work day preceding or the work day following a scheduled holiday during any period of eighteen (18) consecutive months may be subject to the following action:

1st occurrenceNo Action.

2nd occurrenceThe employee shall be required to provide a medical certification to verify the illness and shall receive a written warning.

3rd occurrence.....The employee shall be required to provide a medical certification to verify the illness and shall receive a second written warning.

4th occurrence.....The employee shall be required to provide a medical certification, which the Township may require to be from a physician of its choice, to verify the illness, and, if the illness has not been verified with a medical certification, shall forfeit the holiday and sick pay for the days involved.

5th occurrence.....The employee shall be required to provide a medical certification, which the Township may require to be from a physician of its choice, to verify the illness, and, if the illness has not been verified with a medical certification, the employee shall be subject to minor disciplinary action, not to exceed a suspension of five (5) days.

6th occurrence.....The employee shall be required to provide a medical certification to verify the illness, and, if the illness has not been verified with a medical certification, the employee shall be subject to major disciplinary action, up to and including termination.

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

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

16.13: For purposes of calculating total earned sick leave, one (1) day for a scheduled 24 hour shift employee shall be defined as consisting of twelve (12) hours. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.

16.14: Any employee covered under this Agreement, who utilizes less than four (4) days or its hourly equivalent of sick leave in a year of this Agreement, shall receive, at the option of the employee, either [1] a cash payment in the amount of five hundred (\$500.00) dollars payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or [2] an additional three (3) personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. If the employee elects to receive the days instead of cash payment, then two (2) of the days shall require seventy-two (72) hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice requirement. Any employee who utilizes less than three (3) days or its hourly equivalent of sick leave shall be eligible to receive an additional personal day for a total of four (4) personal days (or its hourly equivalent). This day shall require twenty-four (24) hours advance notice that the employee intends to use the day. In addition, not more than two [2] paid firefighters shall utilize a personal day on any single shift. Except as set forth in this paragraph, the use of a personal day is not subject to any other approval.

ARTICLE XVII: ACCUMULATED SICK LEAVE

17.1: An employee who retires, or the designated beneficiary or estate of any employee who dies while actively employed by the Township, will receive payment for unused and accumulated sick leave up to a maximum of fifty (50) days of accumulated sick leave, or seventy percent (70%) of the total accumulation of sick leave, at the employee's current rate of pay, whichever is greater, provided that the total payment shall not

exceed ten thousand dollars. (\$15,000.00). Payment shall be made in a lump sum within 30 days of the date of retirement or death.

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

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

ARTICLE XVIII: MILITARY LEAVE

The Township agrees to provide all employees with military leave as required by Federal and/or State Laws.

ARTICLE XIX: JURY LEAVE

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

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

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

ARTICLE XX: LEAVE OF ABSENCE FOR DEATH IN FAMILY

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

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

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

20.3: Employees who need additional time beyond that provided in Sections 20.1 and 20.2 may receive up to an additional work week of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Department Head.

ARTICLE XXI: FAMILY LEAVE

21.1: Employees shall be entitled to the benefits of the state and federal Family and Medical Leave Acts.

ARTICLE XXII: LONGEVITY PAYMENTS

Any employee covered under this Agreement who was hired prior to November 1, 1993 and who has completed the following number of years of full-time employment with the Township will be entitled to the following additional compensation in addition to the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service, which shall be payable in equal bi-weekly installments:

- Completion of 8 years through 11 yearsFive Hundred Dollars (\$500.00)
- Completion of 12 years through 15 yearsOne Thousand Dollars (\$1,000.00)
- Completion of 16 years through 19 yearsOne Thousand Five Hundred Dollars (\$1,500.00)
- Completion of 20 yearsTwo Thousand Dollars (\$2,000.00)

ARTICLE XXIII: WORKER'S COMPENSATION SUPPLEMENTAL PAY

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

ARTICLE XXIV: INSURANCE

24.1: The Township shall provide paid health insurance coverage including a prescription benefit for its employees and their dependents. The Township's responsibility for the cost for such employee health insurance shall be limited to one hundred (100%) percent of the cost of its least expensive health maintenance organization optional plan (including a prescription benefit) for individual, parent and child, husband and wife, and family coverage (the level shall be appropriate to the employee's health care needs) effective upon the signing of this agreement. If an employee chooses a plan that is more expensive, the employee will be responsible for the additional cost.

24.2: The Township shall provide group dental plan coverage for its employees and their dependents which plan shall provide individual, parent and child, husband and wife, and family coverage, as appropriate; the cost to be borne solely by the Township effective upon the signing of this agreement. The percentage of coverage available for eligible Plan Participants shall be one hundred (100%) percent.

24.3: An employee who retires from the Township after completing 25 years full-time of service with the Township shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars. Such employees may continue their coverage through the Township's health benefit plans or obtain coverage through another health benefit plan. If another benefit plan is selected by the employee, the Township will make a direct payment to the health care plan not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars annually. If an employee drops his/her Township coverage, he/she may not return at any time to the Township's plan. If an employee drops health care that is subsidized by the Township, the Township's obligation shall cease. In no case shall the Township's obligation extend beyond the age when the employee becomes Medicare eligible.

24.4: The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of the Local. In the event that the Local decides to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar

days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

ARTICLE XXV: INSURANCE BUY-BACK

The Township agrees to make a payment to any employee who elects to waive his/her right to certain insurance coverage provided by the Township. The payment will be on an insurance year basis and will be paid within one month of the start of the insurance year to those employees who have filed a waiver with the Township Manager for the coming year. The waiver must be filed at least one month prior to the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall not exceed Two Thousand (\$2,000.00) Dollars or fifty (50%) percent (which ever is less) of the premium for the waived medical insurance coverage, or \$60 for waived dental insurance. An employee who waives his/her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period.

ARTICLE XXVI: DISCIPLINARY PROCEEDINGS

- 26.1: Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations.
- 26.2: Employees may be subject to minor disciplinary action for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this agreement.
- 26.3: The Local shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

ARTICLE XXVII: GRIEVANCE PROCEDURE

27.1: A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of the terms of this Agreement. Matters within the sole jurisdiction of the NJ Department of Personnel, including but not limited to major discipline, layoffs, and/or the classification of an employee are not subject to the grievance procedure.

27.2: No settlement of a grievance arising under a provision of this Agreement shall be on terms which would violate any other provisions of this Agreement, unless the parties agree in writing to waive the conflicting provision.

27.3: A day for purposes of this Article is defined as a weekday, which shall exclude Saturday, Sunday, and official Township holidays.

27.4: An aggrieved person or the Local must first verbally present the grievance to his/her immediate supervisor within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor shall attempt to resolve the matter within seven (7) days by meeting with the aggrieved person(s) and/or the Local and shall render a decision in writing with copies to the Director and to the President of Local 3091.

27.5: If the aggrieved person or the Local is not satisfied with the decision rendered by the immediate supervisor, or if no decision is rendered within the seven (7) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Department Head within seven (7) days after the supervisor's decision was rendered, or after the expiration of the seven (7) day period if no decision was rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved persons shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Local. The Department Head shall meet with the aggrieved person(s), the President of the Local and the individual rendering the decision at the first level of this procedure. The decision of the Department Head shall be rendered, in writing, within seven (7) days after the grievance is presented to the Department Head, with copies to the Township Manager and the President of Local 3091.

27.6: If the aggrieved person or the Local is not satisfied with the decision rendered by the Department Head, or if no decision is rendered within the seven (7) day period, the written grievance shall be presented to the Township Manager within seven (7) days after the decision was rendered by the Department Head or after the

expiration of the seven (7) day period provided for in Section 27.5, if no decision is rendered. The written grievance shall include the information set forth in Section 27.5 and shall have attached copies of the decisions rendered at the first and second levels. If rendered, a copy of the grievance shall be served upon the Department Head and the President of the Local. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person(s) and any representation of the Local designated by the Local in an effort to resolve the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Department Head, and the President of Local 3091.

27.7: In the event the grievance is still not resolved to the satisfaction of the Local, the Local may, within seven (7) days after the decision of the Township Manager, or within seven (7) days after the thirtieth (30th) day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be selected pursuant to the rules and regulations of the NJ Public Employment Relations Commission. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

27.8: If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed to have been resolved.

ARTICLE XXVIII: REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of fifty (\$50.00) dollars for a wristwatch or one hundred fifty (\$150.00) dollars for prescription lenses.

ARTICLE XXIX: LOCAL VISITATION & BUSINESS

29.1: A properly designated representative of Burlington County Professional Firefighter's Association, Local 3091, when arriving on the Township's premises, shall first report his/her presence to the Township Manager or the Deputy Township Manager. The Local Representative shall be provided with a reasonable time for the visitation, provided that such does not interfere with the operations of the Township or unreasonably impair that ability of the Township employees to complete their job assignments on a timely basis.

29.2: Official Union representatives shall be given leave of absence from duty with pay to attend State and national conventions of the IAFF as set forth in Article 40A:14-177 of the New Jersey Statutes. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven (7) days. A certificate of attendance to a convention shall, upon request be submitted by the representative so attending.

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

29.4: Members of the Willingboro Fire Department elected to the position of Shop Steward or an Executive Board level position shall be allowed to conduct Union business while on duty so long as those duties do not interfere with the normal operations of the department. With that, members elected to the position of Shop Steward or an Executive Board level position will also be allowed to attend monthly business meetings of the Burlington County Professional Fire Fighters Association while on duty, provided that their attendance does not affect minimum staffing levels in the fire station. It is also understood that Shop Steward or an Executive board member can only attend one (1) meeting per month and the employee will remain responsible for all of his/her regular duty assignments.

ARTICLE XXX: PAYROLL DEDUCTION OF LOCAL DUES

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

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

ARTICLE XXXI: EDUCATIONAL PAYMENTS

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

ARTICLE XXXIII: TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2004 through December 31, 2006, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing 90 days prior to the expiration of this Agreement of its desire to negotiate a new contract.

IN WITNESS WHEREOF, the Township and the Local have caused this Agreement to be executed by their proper officials.

ATTEST:

TOWNSHIP OF WILLINGBORO

Marie Annese 1/31/07
Marie Annese
Township Clerk

By Jacqueline Jennings 1/31/07
Jacqueline Jennings,
Deputy Mayor

ATTEST:

BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF Local 3091

Douglas W. Ramsey 1/29/07
Douglas W. Ramsey
Shop Steward, Willingboro Superior Fire Officers

By Robert L. King 1/27/2007
Robert L. King
President, Local 3091

APPENDIX A: UNIFORM ALLOWANCE

- (5) – Long sleeve Nomex uniform shirts (Using current replacement schedule)
- (5) – Short sleeve Nomex uniform shirts (Using current replacement schedule)
- (5) – Nomex uniform pants (Using current replacement schedule)
- (2) – Job shirts
- (5) – T- shirts
- (1) – Badge
- (1) – Winter coat
- (1) – Flash light (upon request)
- (1) – Duty belt (upon request)
- (1) – Pair Boots (safety uniform shoe)
- (1) – Belt
- (1) - Complete Class A uniform
- (1) – Complete set of NFPA approved Turn-Out Gear
- (3) – Polo Staff Shirts

RESOLUTION NO. 2007 – 25

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN
AGREEMENT WITH THE UNITED WORKERS UNION WTPWSA UNIT
Local 1210**


WHEREAS, the United Workers Union WTPWSA Unit, Local 1210 and the Township of Willingboro have concluded labor negotiations; and

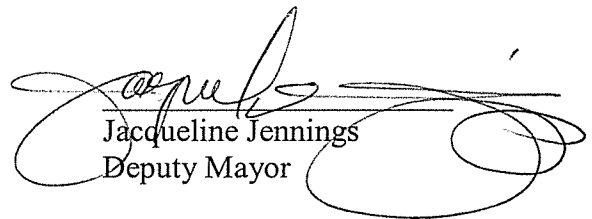
WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of January, 2007, that:

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2007 through December 31, 2010.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the Agreement has been formally signed by the appropriate officers of the United Workers Union WTPWSA Unit, Local 1210.
- C. A copy of this resolution shall be submitted to the appropriate officer of the United Workers Union WTPWSA Unit, Local 1210 for his information and attention.

Attest:


Marie Annese, RMC
Township Clerk


Jacqueline Jennings
Deputy Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey				<input checked="" type="checkbox"/>

COLLECTIVE BARGAINING AGREEMENT

Between

TOWNSHIP OF WILLINGBORO

and the

UNITED WORKERS UNION

WTPWSA UNIT

LOCAL 1210

2007 - 2009

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Preface

This Agreement is made and entered into this 23rd day of JANUARY 2007, by and between the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and Willingboro Township Public Works Supervisors Association/ United Workers Union, Local 1210, hereafter referred to as the "Union".

In consideration of the mutual promises contained herein, it is hereby agreed as follows:

Article One

Recognition

- A. In order to promote harmonious relations between the Township and the Union, in the best interests of residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.
- B. The Township recognizes the Union as the sole and exclusive collective negotiating representative for full-time Supervisors of the Public Works Department employed by the Township and for such additional titles as the parties or the Public Employment Relations Commission may later agree, in writing, to include. The Township shall notify the Union in writing prior to the creation of new titles, or the filling of existing positions, within the bargaining unit, but shall not be restricted in creating such new titles or the filling of existing positions.
- C. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Union, in the negotiating unit as defined.
- D. References to males shall include females, and references to females shall include males.

Article Two
Negotiation of Successor Agreement

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

- B. Not later than September 2009, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing, ratified, and signed by all the parties.

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

- D. Whenever members of the bargaining unit are mutually scheduled by the parties herein to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay. This provision shall be restricted to participation of one member of the Union, designated by the Union.

- E. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.
- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- G. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this Agreement with any organization other than the Union for the duration of this Agreement.
- H. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether it is within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Article Three
Grievance Procedure

- A. A "grievance" is a claim by an employee or the Union, but not both based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.
- B. A "grievant" is the employee or employees, or the Union, making the claim on behalf of the employees or group of employees or the Union on behalf of itself.
- C. A "party in interest" is the person or persons making the claim and any person, including the Union or Township, who might be required to take action or against whom action might be taken in order to resolve the claim.

- D. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise, affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- E. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be working days.
- F. Level One: If the aggrieved person is not satisfied with the decision required in Level One, or if no decision is rendered within a fifteen (15) day period, an aggrieved person may verbally or in writing present the grievance to the Department Director within fifteen (15) days of the meeting with the immediate supervisor of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the aggrieved person should reasonably have known of its occurrence. The Department Director shall attempt to adjust the matter within fifteen (15) days by meeting with the aggrieved person and the Union and shall render a decision in writing, with copies to the Township Manager and to the Union office.
- G. Level Two: If the aggrieved person is not satisfied with the decision required in Level Two, or if no decision is rendered within the fifteen (15) day period, the grievance shall be reduced to writing by the aggrieved person or the Union and presented to the Township Manager within fifteen (15) days after the decision is rendered or after the expiration of the fifteen (15) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party or the Union and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered and the second level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the second level of this procedure. The Township Manager shall meet with

the aggrieved person, the Union and the individual rendering the decision at the first and/or second level of this procedure. The decision of the Township Manager shall be rendered in writing, within fifteen (15) days after the grievance is presented to the Township Manager with copies to the Union.

- H. Level Three: In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Level Three, the Union may, within fifteen (15) days after the decision of the Township Manager or within thirty (30) days after the 30 days next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.S.A. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, and each party shall be solely responsible for the costs it incurs in the production of testimony or evidence.
- I. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled or dismissed.
- J. Any grievant may represent himself/herself through Level Two of this procedure. When the Association does not represent an employee, the Association shall have procedure, and no grievance shall be considered resolved without the approval of the Association.
- K. No reprisals of any kind shall be taken by the Township or by any supervisor against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.
- L. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Township directly and the process of such grievance shall commence at Level Three.
- M. All decisions rendered shall be in writing, setting forth the decision and the

reasons therefore, and shall be transmitted promptly to the Union within the specified times.

Article Four
Employee Rights and Privileges

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Township agrees that every employee of the Township shall have the right freely to organize, join and support any organization for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Township agrees that bargaining unit members, without regard to Union membership, shall have the right freely to organize, join and support the Union and its affiliates for the same purpose. The Township agrees that it shall abide by all State and Federal laws against discrimination and that it shall not discriminate against any employee by reason of his or her membership or non-membership in the Union or its affiliates. The Township further agrees that this Agreement shall be applied equally to all employees in the bargaining unit.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined without just cause.
- D. Whenever any employee is required to appear before any supervisor, Township or any committee (or member thereof) concerning any matter, which could be disciplinary in nature, then he/she shall be given prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Union present to advise him/her and represent him/her during such meeting or interview.
- E. Any suspension of any employee pending charges shall be with pay or without pay in

accordance with the Department of Personnel Rules and Regulations.

- F. No employee shall be prevented from wearing pins or other identification of membership in the Union or its affiliates to the extent it does not interfere with the performance of the employee's job function.
- G. Any criticism by a supervisor, or Township Official of an employee regarding his/her performance/instructional methodology shall be made in confidence and not in the presence of co-workers, or members of the public, unless the employee or other individual is in imminent danger.
- H. It is understood between the parties that all employees engaged in operating vehicles or other equipment shall be required to be in compliance with Township Rules and Regulations as well as State and Federal Laws.

Article Five

Union Rights and Privileges

- A.
 - 1. The Township agrees to furnish or make available for inspection or copying, to the Union, all available public budgetary and financial data for the purpose of representing the membership in grievances, complaints and negotiations, on an as needed basis and upon sufficient notice.
 - 2. The Township agrees to furnish or make available for inspection information that is neither privileged nor confidential that may be necessary for the Union to process any grievance or complaint, upon sufficient notice.
 - 3. The Township agrees to furnish or make available for inspection or copying records or documents intended to be used by or on behalf of employees in disciplinary proceedings. The Union shall make available documentation intended to be used by or on behalf of employees in disciplinary proceedings. Neither the Union, nor the employee shall have the right to review any record or documents of other employees without specific written authorization of that employee whose records are to be reviewed or which are not intended to be used in the proceedings against the

employee.

- B. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay. Provided, however participation shall be limited to one employee.
- C. Representatives of the Union shall be permitted to transact official Union business on Township property at reasonable times, provided that this shall not interfere with or interrupt normal operations or otherwise interfere with the duties and responsibilities of the employees. Reasonable time is generally considered to be during morning and afternoon meal breaks, as well as before and after the workday.
- D. The Union shall have in each building or work site the use of space on a bulletin board in lounges and dining rooms and other appropriate areas. The Union shall also be assigned reasonable space on the bulletin board in the Township's central office for Union notices.
- E. The Union shall have the right to use facilities of the Township when these facilities are not in use. Provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission. The Union shall pay for any materials supplies direct or indirect costs in connection with such use. The Union shall pay all reasonable costs incident to such use. Reasonable cost shall mean the actual cost to the Township or the fees set by Township resolution or ordinance for public use.
- F. The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the employees and to no other organization.
- G. The Union majority representative or its designee shall be granted five (5) days to attend Union business at seminars, workshops, etc. The Township shall not incur any cost as a result of such attendance.

H. The Township will provide released time, up to the equivalent five (5) days with pay, to one (1) employee per year for the purpose of attending Union conventions and meetings or for the conduct of Union business. The allowed time may be divided among more than one employee in units of no less than one-half days. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Union representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at mutually convenient time, provided that the scheduling does not involve any violation of legal requirements with respect to the scheduling.

I. Payroll Deduction of Union Dues:

1. The Township agrees to deduct the monthly Union Dues Contribution from those employees who authorize, in writing said dues deduction. The amount of the deduction shall be provided to the Township's Director of Finance Township Treasurer. Any changes to the deduction amount shall be provided to the Director of Finance at least thirty (30) days in advance of the effective date of the change.
2. The Township agrees, in accordance with the provisions of N.J.S.A. 34:13A-5.5, to deduct a Representation Fee in Lieu of Dues from the pay of those employees who choose not to become members of the Union. The amount of this deduction shall not exceed eighty-five percent (85%) of the regular dues contribution.

Article Six

Management Rights

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

Article Seven

Seniority

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

Article Eight

Job Posting

- A. All vacancies or all newly created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.
- B. The Township will post a notice within five (5) working days after filling the vacancy or newly created position with the name of the individual selected.

- C. The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decisions made in accordance with applicable law.

Article Nine

Work Year

- A. The work year for twelve (12) month employees shall be January to December 31st. Additionally, the work year shall consist of 2,080 hours (forty (40) hours per week for fifty-two (52) weeks).
- B. Any employee wishing to resign his position shall give the Township a minimum of two (2) weeks notice. All accrued benefits (vacation) owed up to the time of resignation shall be paid by the Township. In the event a member has over utilized Vacation or Sick Time, this amount shall be deducted from the member's last payroll check.

Article Ten

Hours of Work

- A. The workweek for members of this Unit shall be forty (40) hours.
- B. The operating hours are generally from 7:00 a.m. to 3:30 p.m. or as needed.
- C. Lunch Periods and Breaks
 - 1. Each employee shall be entitled to a half hour unpaid lunch period.
 - 2. Employees shall also be entitled to two (2) fifteen (15) minute paid breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.
- D. Overtime shall be worked in accordance with procedures established by the Department Head.

- E. All paid time off (such as vacation time, holidays and sick time) shall not be considered time worked, for the purpose of computing overtime pay.
- F. The Township reserves the right to make changes in the work schedule. A two-week prior notice will be required, except in case of emergency or snow removal.

Article Eleven
Snow Removal

- A. All hours beyond the employee's workday through midnight shall be paid at time and one-half.
- B. All hours between 12:01 a.m. and 6:00 a.m. shall be paid at two times the rate of pay.
- C. The Township shall afford each member the appropriate meals and breaks consistent with past practices.

Article Twelve
Emergency/Call-Outs

- A. Effective January 1, 2004 each member shall have the sum of Three Thousand Five Hundred (\$3,500.00) Dollars added to the member's applicable base pay. This covers the first one hundred and fifty hours (150) hours of any emergency/call-out for the period of the year it is paid. Exceptions are snow removal operations and extensions of the work day.
- B. Any overtime accrued for emergency/call-outs after the first one hundred and fifty hours (150) hours shall be paid at time and one-half.
- C. Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed in conformance with applicable rules as governed by the FLSA.

Article Thirteen
Compensatory Time

- A. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the Township Manager has approved the accumulation. In the event that the accrual of compensatory time is not approved, the employee will be paid for the time actually worked at the contractual rate earned.
- B. Employees who choose compensatory time may utilize it with a written request and approval by the Department Head in accordance with procedures established by the Township. Compensatory time must be taken within three (3) months of its being earned or the Township will pay the employee for the unused compensatory time at the equivalent rate of pay. Maximum amount of compensatory time earned within one (1) year shall be one hundred sixty (160) hours in accordance with Township Policy and the Fair Labor Standards Act. All time above this cap shall be paid at the equivalent rate of pay. Unused compensatory time cannot be carried over into a subsequent year, but paid

at rate earned.

Article Fourteen
Salary and Wages

A. All members of the Union shall receive the following increases in their base salary:

Public Works Supervisors	2007	2008	2009
16A	63,000	64,575	66,189
16B	64,000	65,600	67,240
16C	65,000	66,625	68,291

- B. It is understood and agreed that the lettered position in the salary schedules represents annual increments. All members shall be entitled to step increments annually established in the Township Policies.
- C. It is understood that if a member is promoted to a higher position he/she shall receive a base salary that is at least 1 (one) increment greater than his/her previous base salary, reflective immediately.
- D. Any retroactive salary adjustments provided by this Agreement shall be paid within thirty (30) days after ratification and execution of this Agreement by the parties, or as soon as practicable.
- E. All annual salaries, as represented on the salary schedule, reflect the annual salary, which is divided by the number of paydays in the year to obtain the amount due for each pay period. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above by 2080 for forty (40) hour per week employees.

Article Fifteen
Uniforms

- A. The Township will replace uniforms in case of irreparable damage not caused by the employee.
- B. All employees covered under this Agreement shall be provided with uniforms by the Township. It is understood and agreed that uniforms will be consistent with the Public Work Association (PWA) contract and provided as appropriately needed.
- C. Work Shoes - Effective January 1, 2007 the Township shall provide reimbursement to each employee for a maximum of two pairs of Work shoes per year. The maximum reimbursement per pair of shoes shall be One Hundred (\$100.00) Dollars.
- D. The Township shall supply all safety clothing and PPE necessary to perform all tasks assigned to the employees.

Article Sixteen
Holidays

- A. The following days shall be recognized as holidays and employees shall receive a day off with pay:
 - New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Day

- B. Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday, consistent with the Township's observance of such holiday.
- C. If a holiday is observed while a full-time employee is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.
- D. If an employee covered by this Agreement works on any of the scheduled holidays set forth above, the employee shall receive holiday pay in addition to time and one half times the employee's regular rate of pay for all hours worked on the holiday.

Article Seventeen
Vacation Leave

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

- A. Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of one day each completed month of employment.
- B. Beginning with the second year of employment through and including the seventh year of employment, fifteen (15) days per year.
- C. Beginning with the eighth year of employment through and including the twelfth year of

employment, eighteen (18) days per year.

- D. Beginning with the thirteenth year of employment twenty-three (23) days.
- E. Earned vacation leave must be used during the year in which it is earned. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. An Employer may carry over vacation, which the employee was unable to use because of the demands of the Township, with the approval of the Township Manager.
- F. An employee who resigns or retires during the course of the year is entitled to a prorated portion of earned vacation leave. In the event that more time is taken than the prorated entitlement, the excess will be deducted from the final pay.
- G. For purposes of calculating total earned vacation leave, one (1) day for a forty (40) hour per week employee shall be defined as consisting of eight (8) hours.

Article Eighteen

Sick Leave

- A. Sick leave herein is defined to mean absence from duty of an employee because of personal illness or injury, exposure to contagious disease, care for a reasonable period of time of a ill member of the employee's immediate family, or death in the employee's immediate family, for a reasonable period of time.
- B. Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of one and one-quarter (1.25) days of sick leave for each month of employment.
- C. Unused sick leave may be accumulated from year to year.

- D. Sick leave benefits shall be paid for workdays absent based upon the individual employee's regular straight time hourly rate.
- E. It is acknowledged that sick leave is intended to be used only for the purposes set forth.
- F. Sick leave is not to be used for personal business or as additional vacation days.
- G. A doctor's certificate maybe required at the Township's option as a condition for payment of sick leave consistent with applicable law and as follows:
 - 1. An employee is absent in excess often (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the employee has incurred eight (8) days within the eight (8) consecutive month period;
 - 2. An employee is absent for five (5) consecutive days;
 - 3. An employee is absent on the last scheduled work day before or the first scheduled workday after a holiday.
- H. Abuse of sick leave shall be cause for disciplinary action.
- I. In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.
- J. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the Township by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his/her job

without jeopardizing the health of the employee or the health of other employees.

- K. Whenever, the Township shall require that a physician selected by the Township provide the medical certification, the employee shall be notified by the Township of the requirement in advance and the Township shall make the necessary arrangements for examination by the designated physician.
- L. Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that is not covered by medical insurance.
- M. For purposes of calculating total earned sick leave, a day shall be defined as consisting of eight (8) hours for a forty (40) hour week, per Employee. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.

Article Nineteen
Sick Leave Incentive

Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive at the option of the employee, either a cash payment of Nine Hundred (\$900.00) Dollars or personal days. If a cash payment is chosen, the payment shall be made within sixty (60) days after the end of the calendar year for which the incentive was earned, or an additional four (4) personal days or its hourly equivalent that shall vest in the member on the last day of the calendar year for which it was earned. If the member elects to receive days instead of the cash payment, then four (4) days may be used without the advance notice requirement. Personal days may be utilized as sick or vacation leave. Except, as set forth in this article the use of a personal day is

not subject to any other approval. If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be converted to a cash payment.

Article Twenty
Accumulated Sick Leave

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

- A. For members employed by the Township whose accumulated sick leave has a value of more than Ten Thousand (\$10,000.00) Dollars as of April 1, 1993:
 - 1. Payment will be made by the Township to the member or to the estate or the designated beneficiary of the deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement,

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

- C. For members employed by the Township whose accumulated sick leave has a value of less than Ten Thousand (10,000.00) Dollars as of April 1, 1993:
 - 1. Payment will be made by the Township to the member or to the estate or the designated beneficiary of the deceased member for the first fifty (50) days of accumulated sick

leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed Ten Thousand (\$10,000.00) Dollars. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

- D. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.
- E. Payment made under this section shall not be considered as earnings or annual compensation for pension purposes.

Article Twenty-One

Jury Duty Leave

- A. A regular full-time employee who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township provided that the employee:
 - (a) has notified the Township immediately upon receipt of a summons for jury duty;
 - (b) the employee has not voluntarily sought jury service;
 - (c) the employee is not attending jury duty during vacation and/or other time off from Township employment;
 - (d) the employee submits adequate proof of the time served on the jury duty.
- B. If on any given day an employee is attending jury duty and he/she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon on that day in order to receive pay for that day.

Article Twenty-Two

Military Leave

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

Article Twenty-Three

Leave of Absence for Death in Family

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

- A. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, or daughter-in-law, son-in-law, significant other of the employee, or a person residing with and dependent upon the employee from the day of death up to the equivalent of one work week.
- B. Uncle, aunt, nephew, niece, cousin of the first degree, brother-in-law, sister-in-law of the employee, the day of burial.
- C. Employees who need additional time beyond that provided in above may receive up to one (1) additional workweek of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Department Head.

Article Twenty-Four

Longevity Payments

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

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

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

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

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

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

Article Twenty-Five
Workers' Compensation Supplemental Pay

An employee who is receiving Workers' Compensation shall continue to be paid his/her regular salary by the Township as long as the employee transmits to the Township his/her

weekly temporary disability benefits. No reimbursement shall be required as a result of any permanent disability benefits received by the employee. This protection shall continue in effect only while the member is receiving Workers' Compensation temporary disability benefits or for a period of two (2) years, whichever is less.

Article Twenty-Six

Insurance

A. Group Health Insurance

1. The Township portion of the cost for members shall be limited to the cost of its least expensive HMO optional plan for individual, parent and child, husband and wife, and family coverage. If an employee chooses a plan, which is more expensive, the employee will be responsible for the excess cost.

B. Group Dental Insurance

The Township shall pay the full cost to provide dental insurance coverage. Employee shall be responsible for family coverage.

- C. An employee who retires from the Township after completing twenty-five (25) years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars. Such employees may continue their coverage through the Township's health benefit plans or obtain coverage through another health benefit plan. If the employee selects another benefit plan, the Township will make a direct payment to the health care plan not to exceed Three Thousand Five Hundred (\$3,500.00) Dollars annually. If a member drops his/her Township coverage, he/she may not return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes

Medicare eligible.

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

- E. The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township and who provides the Township with proof of alternative insurance coverage, consistent with Township policies. The payment will be on a calendar year basis and will be paid with the first (1st) pay in January, and will be paid to those employees who have filed a waiver of coverage with the Township's Director of Finance for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The amount of the payment shall not exceed Two Thousand (\$2,000.00) dollars or fifty (50%) percent (whichever is less) of the premium for the waived Hospitalization Medical/surgical-Major Medical insurance coverage; and Sixty (\$60.00) dollars per year for a waiver of the Dental coverage. If an employee elects to rejoin the Township's group coverage, the employee shall make application to do so during the established enrollment period, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

Article Twenty-Seven
Disciplinary Proceedings

- A. Any major disciplinary action imposed shall be in accordance with applicable

statutes and regulations.

- B. Employees may be subject to minor disciplinary action for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this Agreement, prior to the initiation of the disciplinary action, except if said disciplinary action involves a health or safety issue.
- C. The Union shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

Article Twenty-Eight

Replacement of Lost or Damaged Personal Property

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

Article Twenty-Nine

Educational Payments and Training

- A. It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation in off-duty and non-working hours educational programs that lead to certification or a degree. The Township may reimburse employees for educational expenses incurred by such participation for job related courses with prior

approval of the Township Manager, provided funds have been budgeted for such reimbursement and the courses are taken at an accredited technical school, college or university. Approvals for such reimbursement are on a first come, first approved basis. The total number of courses approved for reimbursement is limited to the amount provided in the Township's annual budget. Tuition, fees and expenses may be reimbursed in whole or in part while the employee is in a paid status with the Township and consistent with the Township's policy concerning the grade achieved by the employee.

- B. The Township recognizes the value of training and education programs for employees and will provide employees with the opportunity for job related training and education at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training and education program and expenditures shall be subject to review and approval by the Township Manager.

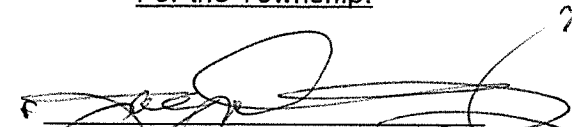
Article Thirty

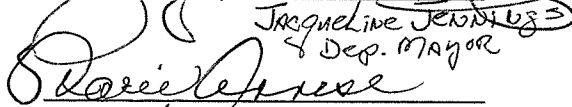
Term of Agreement

This Agreement shall be in full force and effective from January 1, 2007 through December 31, 2009, and for the succeeding period of Twelve (12) months unless either party shall notify the other in writing ninety (90) days prior to the expiration of this Agreement of its desire to negotiate a new contract. If no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

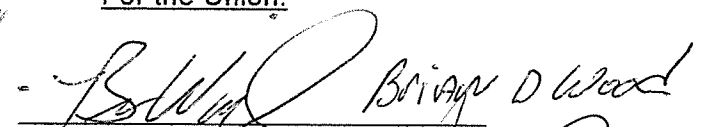
Endorsements

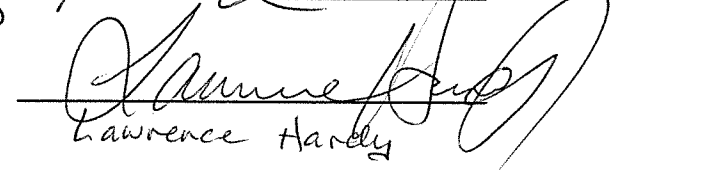
For the Township:


Jacqueline Jendryasz
Dep. Mayor


Marie Annese, Twp. Clerk

For the Union:


Brian D Wood


Lawrence Hardy

RESOLUTION NO. 2007 - 26
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

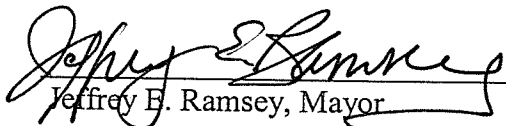
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

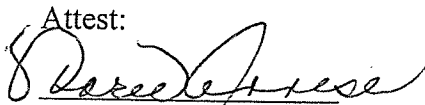
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (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 1/31, 2007, that an Executive Session closed to the public shall be held on 1/31, 2007, at 7:10 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.


 Jeffrey E. Ramsey, Mayor

Attest:

 Marie Annesé, RMC
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson				Arrived (Att.)
Deputy Mayor Jennings				✓
Mayor Ramsey	✓			

RESOLUTION NO. 2007 - 27

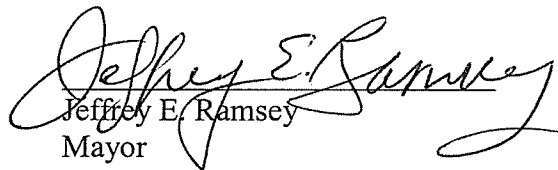
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and payments made in error, Senior deductions and veterans deductions; and

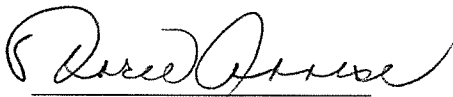
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of February, 2007, 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.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

RENEE N. SWAIN 154 EAST RIVER DRIVE WILLINGBORO, N.J. 08046 BLOCK 805 LOT 104 154 EAST RIVER DRIVE OVERPAYMENT TAXES	\$811.75
WELLS FARGO REAL ESTATE TAX SERVICE 1 HOME CAMPUS MAC X2502-011 REGION 1 ATTN: FINANCIAL UNIT DES MOINES, IA 50328-0001 BLOCK 811 LOT 32 60 ENFIELD LANE OVERPAYMENT TAXES	839.40
BILLY & SABRA COLE 111 HOLBROOK LANE WILLINGBORO, N.J. 08046 BLOCK 608 LOT 96 111 HOLBROOK LANE OVERPAYMENT TAXES	716.28
GLOVER, ROOSEVELT & ALBERTA 18 POTTER LANE WILLINGBORO, N.J. 08046 BLOCK 329 LOT 5 18 POTTER LANE OVERPAYMENT TAXES	63.37
INDEPENDENCE ABSTRACT 1040 KINGS HIGHWAY N. SUITE 700 CHERRY HILL, N.J. 08034 BLOCK 105 LOT 9 14 SHEFFIELD DRIVE OVERPAYMENT TAXES	799.48
RILEY, CLIFTON & ANDREA 4 MAYMONT LANE WILLINGBORO, N.J. 08046 BLOCK 540 LOT 8 4 MAYMONT LANE OVERPAYMENT TAXES	1432.33

WELLS FARGO REAL ESTATE TAX SERVICE 1298.16
MAC X2301-02C/BAV REIMB (ARU)
PO BOX 14506
DES MOINES, IA. 50306-9395
BLOCK 904
LOT 7
7 ROYAL COURT
OVERPAYMENT TAXES

TYRONE & CHERYL PEOPLES 964.19
190 EASTBROOK LANE
WILLINGBORO, N.J. 08046
BLOCK 814
LOT 8
190 EASTBROOK LANE
OVERPAYMENT TAXES

MUHAMMAD, LATIF & GWENDOLYN 1892.29
38 POTTER LANE
WILLINGBORO, N.J. 08046
BLOCK 329
LOT 11
38 POTTER LANE
OVERPAYMENT TAXES

BOUCHER, TERRY & HELEN 779.78
53 SAINTS DAVIDS PLACE
SOUTHAMPTON, N.J. 08088
BLOCK 806
LOT 34
19 EASTBROOK LANE
OVERPAYMENT TAXES

INDEPENDENCE ABSTRACT & TITLE 92.47
1040 KINGS HIGHWAY N., SUITE 700
CHERRY HILL, N.J. 08034
BLOCK 1021
LOT 3
123 NIAGARA LANE
OVERPAYMENT TAXES

EARL A. LEIGH 125.00
10 ELDERBERRY LANE
WILLINGBORO, N.J. 08046
BLOCK 837
LOT 52
10 ELDERBERRY LANE
SENIOR CITIZEN DEDUCTION

I

GLORIA BELL 250.00
46 SANDAL LANE
WILLINGBORO, N.J. 08046
BLOCK 1301
LOT 17
46 SANDAL LANE
SENIOR CITIZEN DEDUCTION

DELBERT M. COOMER 250.00
30 NEW COACH LANE
WILLINGBORO, N.J. 08046
BLOCK 1003
LOT 74
30 NEW COACH LANE
VETERAN DEDUCTION

BOBBIE BYRD 250.00
46 ELSIN LANE
WILLINGBORO, N.J. 08046
BLOCK 807
LOT 32
46 ELSIN LANE
VETERAN DEDUCTION

HATTIE C. RICHARDSON 250.00
41 MELROSE LANE
WILLINGBORO, N.J. 08046
BLOCK 519
LOT 20
41 MELROSE LANE
SENIOR CITIZEN DEDUCTION

ROBERT W. JACKSON 250.00
60 MARSHALL LANE
WILLINGBORO, N.J. 08046
BLOCK 517
LOT 18
60 MARSHALL LANE
VETERAN DEDUCTION

JOHN M. JOSEPH 250.00
39 SPINDLETOP LANE
WILLINGBORO, N.J. 08046
BLOCK 124
LOT 6
39 SPINDLETOP LANE
VETERAN DEDUCTION

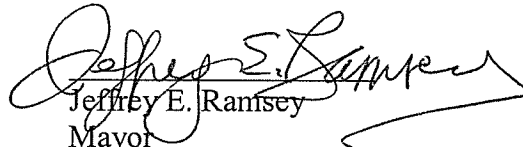
RESOLUTION NO. 2007 - 28

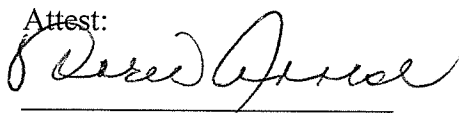
AUTHORIZING FOR AERIAL LARVAL MOSQUITO CONTROL

WHEREAS, the Board of Chosen Freeholders, Office of Mosquito Control, annually operates aircraft and applies mosquito larvicide over Willingboro Township, primarily confined to low-lying, swampy areas, wooded sites and along or around streams and other bodies of water.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of February, 2007, that the Mayor is hereby authorized to sign the attached Authorization for Aerial Larval Mosquito Control.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to the Burlington County Board of Chosen Freeholders, Office of Mosquito Control for their information and attention.


Jeffrey E. Ramsey
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

AUTHORIZATION FOR
AERIAL LARVAL MOSQUITO CONTROL

On behalf of the Willingboro Township, I hereby authorize the **Burlington County Highway Department – Division of Mosquito Control** to perform aerial applications of larvicides for mosquito control over Willingboro Township during 2007. Areas to be treated contain larval populations of mosquitoes that are considered a nuisance, a health hazard, or both.

It is my understanding that all insecticides and aircraft to be used are those approved for aerial application by both State and Federal governments. I also understand that larvicide applications will be made by helicopter by licensed commercial applicator(s) contracted by the Division of Mosquito Control.

Prior to performing aerial applications over Willingboro Township, the Burlington County Highway Department – Division of Mosquito Control will notify Burlington County Central Communications.

This authorization is in accordance with Federal Aviation Administration regulations and must be renewed annually.

8/6/07
Date

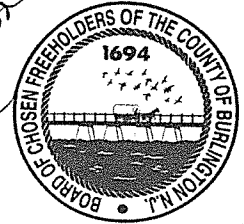
Jeffrey S. Ramsey
(Mayor or Representative)



Board of Chosen Freeholders
Of The County of Burlington

MOUNT HOLLY, NEW JERSEY

08060



OFFICE OF:
MOSQUITO CONTROL
A DIVISION OF THE HIGHWAY DEPARTMENT
P.O. Box 6000
Mount Holly, New Jersey 08060

Council
Resolutions
2/13/07
Perkins
cert
Perkins
2/14/07

JAN 31 2007

FIELD OFFICE:
755 Eayrestown Road
Lumberton, New Jersey
PHONE: (609) 265-5064
FAX: (609) 265-5564

Date: January 24, 2007
To: All Townships, Cities & Borough Mayors
From: Dominic S. Chappine, Jr., General Supervisor
Burlington County Highway Department
Division of Mosquito Control
Re: Municipal Agreement Forms/Authorization to Conduct
Aerial Larval Mosquito Control Activities

In order for the Division of Mosquito Control to operate aircraft and apply mosquito larvicide over your municipality during 2007, it will be necessary that you, or another designated representative, sign and date the enclosed authorization. This is in accordance with FAA regulations and is requested on an annual basis. Please forward a copy of any official Resolution adopted pursuant to this request.

Our aerial larviciding operation is primarily confined to low-lying, swampy areas, wooded sites, and along or around streams and other bodies of water. However, many of these areas are adjacent to or in close proximity to housing developments, shopping centers, etc. As a consequence, you may receive an occasional inquiry or complaint about low-flying aircraft during or following an aerial larvicide operation. We notify Burlington County Central Communications in advance of all planned flights.

You should also be aware that the Division contracts for its aerial spraying services. A Bell Jet Ranger 206B turbine helicopter or equivalent is specified. This is one of the most safe and reliable aircraft available for this type of service. Our 2007 contract will run from April 1st through November 18th. Generally, no flights are conducted on Sunday or holidays with the exception of public health emergencies. Operations are conducted in daylight hours only.

Regarding frequency of treatments, mosquito-breeding sites vary tremendously. Some municipalities have only a few areas we need to tend to, while others may contain up to a dozen. Aerial larvicide activities will vary accordingly. Our normal procedure is to inspect these areas on a weekly basis and larvicide one or two days later that same week, if warranted. Individual breeding sites may require several larvicide applications during the season. Weather, especially rainfall, is a key factor.

Our aerial larviciding program is a key part of Burlington County's overall mosquito control operation. It is crucial that we be permitted to conduct this program in all municipalities, so that we can attempt to keep other mosquito populations as low as possible, and thus reduce the risk of this disease affecting the human population.

If you have any questions regarding our aerial larviciding program, or the enclosed municipal agreement form please feel free to call me at (609) 264-5064.

Thank you for your cooperation and assistance.

Sincerely,



Dominic S. Chappine, Jr.
General Supervisor, Mosquito Control

DSC: ap

cc: Paul Wnek, County Supervisor Roads
Frank Somes, Asst. Supt. M.E. Roads
Bcc: Dave Wyche, PIO Assist

Enc: Municipal Agreement Form



TOWNSHIP OF WILLINGBORO

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

February 14, 2007

Mr. Dominic S. Chappine, Jr.
Office of Mosquito Control
Division of the Highway Department
P.O. Box 6000
Mt. Holly, New Jersey 08060

Dear Mr. Chappine:

Attached is a certified copy of Resolution No. 2007 – 28 which was adopted by Willingboro Township Council at their meeting of February 6, 2007. Also attached is the signed Authorization for Aerial Larval Mosquito Control.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2007 -29
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

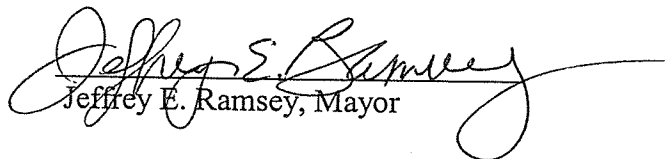
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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:

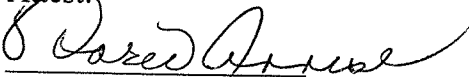
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 2/6, 2007, that an Executive Session closed to the public shall be held on 2/6, 2007, at _____ 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.


 Jeffrey E. Ramsey, Mayor

Attest:


 Marie Annese, RMC
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION NO. 2007 – 31

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF
2007 BASE SALARIES FOR CERTAIN POSITIONS**

Whereas, the Township Council of the Township of Willingboro, did adopt Ordinance No. 6 – 1998 that amended Ordinance No. 3 – 1997, which established classifications, ranges and pay grades; and

Whereas, Ordinance No. 2 – 1999 established salary ranges for executive employees; and

Whereas, Ordinance No. 3 – 1999 established salary ranges for executive employees; and

Whereas, Ordinance No. 3 – 1997 provides that the Township Council of the Township of Willingboro shall set specific salaries annually by resolution.

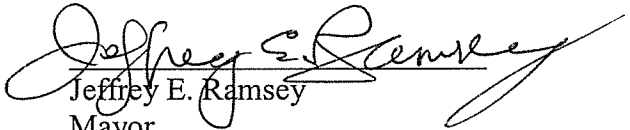
Now, Therefore Be It Resolved, by the Township Council of the Township of Willingboro assembled in open session this 6th day of February, 2007, that the following 2007 base salaries for Executive and Other Positions effective January 1, 2007 are hereby established.

Township Manager	\$103,525
Deputy Township Manager	\$102,000
Director of Public Safety	\$101,000
Director of Finance	\$ 95,747
Director of Recreation	\$ 95,747
Fire Chief	\$ 95,747
Director of Public Works	\$ 95,747
Director of Inspections	\$ 95,747
Director Office on Aging	\$ 95,747
Acting Director of Finance	\$ 86,100
Township Clerk	\$ 75,732
Special Aide to Council	\$ 72,775
Township Assessor	\$ 43,098
Deputy Assessor	\$ 37,866
Township Solicitor	\$ 82,000
Municipal Court Judge	\$ 40,328
Prosecutor	\$ 33,746
Assistant Prosecutor	\$ 3,408
Public Defender	\$ 14,852

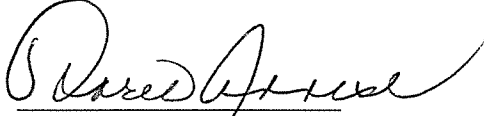
Resolution No. 2007 – 31 continued

Be It Further Resolved that the rate for legal fees shall be set at \$150.00 per hour; and

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information, attention and compliance.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

Executive

2/06

2

EXECUTIVE SALARIES			
POSITION	SALARY	2007 2.5% Increase	
Manager	101,000	103,525	
Deputy Township Manager	93,412	102,000	
Director of Public Safety	101,000	101,000	
Director of Finance	93,412	95,747	
Director of Recreation	93,412	95,747	
Fire Chief	93,412	95,747	
Director Public Works	93,412	95,747	
Director of Inspections	93,412	95,747	
Director Office on Aging	93,412	95,747	
Acting Director of Finance	84,000	86,100	
Township Clerk	73,885	75,732	
Special Aide to Council	71,000	72,775	
Township Assessor	42,047	43,098	
Deputy Assessor	36,942	37,866	
Township Solicitor	80,000	82,000	
Municipal Judge	39,344	40,328	
Prosecutor	32,923	33,746	
Assistant Prosecutor	3,325	3,408	
Public Defender	14,490	14,852	

RESOLUTION NO. 2007 – 32

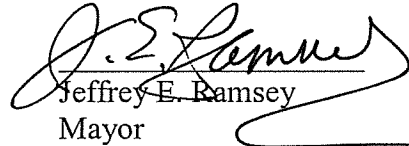
**AUTHORIZING THE MUNICIPAL STORMWATER
MANAGEMENT PLAN PREPARED BY
REMINGTON AND VERNICK ENGINEERS**

WHEREAS, N.J.A.C. 7:14A-25 requires the creation of a Municipal Stormwater Management Plan (MSWMP); and


WHEREAS, said Municipal Stormwater Management Plan was prepared by Remington & Vernick Engineers and submitted to Willingboro Township; and

WHEREAS, Willingboro Township Council has reviewed and accepted the Municipal Stormwater Management Plan (Revised October 2006) prepared as required by law and containing all the required elements described in N.J.A.C. 7:8 (Stormwater Management Regulations).

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2007, that Willingboro Township Council: Approves and accepts the Municipal Stormwater Management Plan (copy attached).


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell				✓
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

Township of Willingboro

Municipal Stormwater Management Plan

February, 2005

Revised October, 2006

Prepared By:

**Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033**

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Municipal Stormwater
Management Plan
Township of Willingboro**

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Appendix A -- Mapping

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Appendix B – Model Stormwater Ordinance

I. Introduction

The following Municipal Separate Stormwater System (MS4) stormwater plan was prepared by Remington & Vernick Engineers for the Township of Willingboro. The New Jersey Department of Environmental Protection (NJDEP) "Sample Municipal Stormwater Management Plan" was used as a basis for preparation of the plan, as modified to provide specific information germane to the Township of Willingboro.

This Municipal Stormwater Management Plan (MSWMP) documents the strategy for the Township of Willingboro to address stormwater-related impacts. The creation of this plan is required by N.J.A.C. 7:14A-25 (Municipal Stormwater Regulations). As required, this plan contains all of the required elements described in N.J.A.C. 7:8 (Stormwater Management Regulations).

The plan contained herein addresses groundwater recharge, stormwater quantity and stormwater quality impacts by incorporating stormwater design and performance standards for new major development, defined as projects that disturb one or more acre of land. These standards are intended to minimize the adverse impact of stormwater runoff on water quality/quantity and the loss of groundwater recharge that provides base flow in receiving water bodies.

In addition, this plan describes long-term operation and maintenance measures for existing and future stormwater facilities. The plan also addresses the review and update of existing ordinances, the Township Master Plan and other planning documents to allow for project designs that include low impact development techniques. The final component of this plan is a mitigation strategy for when a variance or exemption of the design and performance standards are sought.

II. Goals

The goals of this MSWMP are as follows:

- Reduce flood damage, including damage to life and property;
- Minimize, to the extent practical, any increase in stormwater runoff from any new development;
- Reduce soil erosion from any development or construction project;
- Assure the adequacy of existing and proposed culverts, bridges and other in-stream structures;
- Maintain groundwater recharge;
- Prevent, to the greatest extent feasible, an increase in nonpoint pollution;
- Maintain the integrity of stream channels for their biological functions, as well as for drainage;
- Minimize pollutants in stormwater runoff from new and existing development to:
 1. Restore, enhance and maintain the chemical, physical and biological integrity of the waters of the state, protect public health, safeguard fish and aquatic life and scenic and ecological values, enhance the domestic, municipal, recreational, industrial and other uses of water
 2. Protect public safety through the proper design and operation of stormwater basins.

In order to achieve the goals for Willingboro Township, it has identified the following stormwater management techniques:

- Implementation of one or more stormwater management Best Management Practices (BMPs) as necessary to achieve the performance standards for stormwater runoff quantity and rate, groundwater recharge, erosion control and stormwater runoff quality per the NJ Stormwater Rule (NJAC 7:8) and established through the Township's stormwater ordinance.
- Compliance with the stormwater runoff quantity and rate, groundwater recharge, erosion control, and stormwater runoff quality standards established through N J A C 7 8 1 1 et. seq and the Township's stormwater ordinance shall be accomplished to the maximum extent practicable through the use of nonstructural BMPs before relying on structural BMPs.

- Nonstructural BMPs are also known as Low Impact Development (LID) techniques. Nonstructural BMPs shall include both environmentally sensitive site design and source controls that prevent pollutants from being placed on the site or from being exposed to stormwater.
- Source control plans shall be developed based upon physical site conditions and the origin, nature and the anticipated quantity or amount of potential pollutants.
- Structural BMPs where necessary shall be integrated with nonstructural stormwater management strategies and proper maintenance plans.
- When using structural BMPs, multiple stormwater management measures smaller in size and distributed spatially throughout the land development site shall be used wherever possible to achieve the performance standards for water quality quantity and groundwater recharge established through the Township's stormwater ordinance before relying on a single larger stormwater management measure to achieve these performance standards.

III. Stormwater Discussion

Land development can dramatically alter the hydrologic cycle of a site and (ultimately) an entire watershed. Prior to development, native vegetation can either directly intercept precipitation or draw that portion that has infiltrated into the ground and return it to the atmosphere through evapotranspiration. Development can remove this beneficial vegetation and replace it with lawns or impervious cover, thus reducing the site's evapotranspiration and infiltration rates. Clearing and grading a site can remove depressions that store rainfall. Construction activities may also compact the soil and diminish its infiltration ability, resulting in increased volumes and rates of stormwater runoff from the site.

In addition, impervious areas that are connected to each other through gutters, channels and storm sewers can transport runoff more quickly than natural areas. This shortening of the transport or travel time quickens the rainfall-runoff response of the drainage area, causing flow in downstream waterways to peak faster and higher than natural conditions. These increases can create new and aggravate existing downstream flooding and erosion problems and increase the quantity of sediment in the channel.

Filtration of runoff and removal of pollutants by surface and channel vegetation is eliminated by storm sewers that discharge runoff directly into a stream. Increases in impervious area can also decrease opportunities for infiltration, which reduces stream base flow and groundwater recharge. Reduced base flows and increased peak flows produce greater fluctuations between normal and storm flow rates, which can increase channel erosion. Reduced base flows can also negatively impact the hydrology of adjacent wetlands and the health of biological communities that depend on base flows.

Finally, erosion and sedimentation can destroy habitat from which some species cannot adapt. In addition to increases in runoff peaks, volumes, and loss of groundwater recharge, land development often results in the accumulation of pollutants on the land surface that runoff can mobilize and transport to streams. New impervious surfaces and cleared areas created by development can accumulate a variety of pollutants from the atmosphere, fertilizers, animal wastes, and leakage and wear from vehicles. Pollutants can include metals, suspended solids, hydrocarbons, pathogens, and nutrients.

In addition to increased pollutant loading, land development can adversely affect water quality and stream biota in more subtle ways. For example, stormwater falling on impervious surfaces or stored in detention or retention basins can become heated and raise the temperature of the downstream waterway, adversely affecting cold water fish species such as trout. Development can remove trees along stream banks that normally provide shading, stabilization, and leaf litter that falls into streams and becomes food for the aquatic community.

IV. Background

The Township of Willingboro encompasses approximately 8.1 square miles and has a population of approximately 33,000 residents, according to the 2000 Census Bureau Populations of New Jersey Municipalities.

The NJDEP has established an Ambient Biomonitoring Network (AMNET) to document the health of the state's waterways. There are over 800 AMNET sites throughout the state of New Jersey. These sites are sampled for benthic macroinvertebrates (organisms living at the bottom of the waterway) by NJDEP on a five-year cycle. Streams are classified as non-impaired, moderately impaired, or severely impaired based on the AMNET data. The data is used to generate a New Jersey Impairment Score (NJIS), which is based on a number of biometrics related to benthic macroinvertebrate community dynamics.

The Township of Willingboro is bordered by the Rancocas Creek (which runs into the Olympia Lakes) to the south and Mill Creek (and associated tributaries) runs through middle of the Township. No additional freshwater rivers or major streams exist within the Township, and no AMNET biomonitoring sites are located in its jurisdiction. It should be noted, however, that per NJDEP's 303(d) list, Mill Creek at Levitt Parkway is included on the list for impairment by phosphorous and benthic macroinvertebrates.

An implementation plan is developed to identify how the various sources will be reduced to the designated allocations. Implementation strategies may include improved stormwater treatment plants, adoption of ordinances, retrofitting stormwater systems, and other BMPs. The New Jersey Integrated Water Quality Monitoring and Assessment Report (305(b) and 303(d)) (Integrated List) is required by the Federal Clean Water Act to be prepared biennially and is a valuable source of water quality information. This combined report presents the extent to which New Jersey waters are attaining water quality standards, and identifies waters that are impaired.

Sublist 5 of the Integrated List constitutes the list of waters impaired or threatened by pollutants, for which one or more TMDL's (Total Maximum Daily Load) are needed. It should be noted that as part of the Township's Municipal Separate Storm Sewer (MS4) regulations, existing inlets and outfalls will be inspected and repairs/maintenance will be made. At that time, existing water quantity and erosion problems (if any) will be assessed and abated to the maximum extent practicable.

Since the Township has been mostly developed for several decades, there has not been a significant increase in impervious cover to the extent that local groundwater recharge is significantly decreasing. However, future major development will comply with the new NJDEP Stormwater design standards (NJAC 7:8), including average annual recharge.

V. Design and Performance Standards

The Township has adopted the design and performance standards for stormwater management measures as presented in N.J.A.C. 7:8-5 to minimize the adverse impact of stormwater runoff on water quality/quantity and loss of groundwater recharge in receiving water bodies. This will be implemented by adoption of the NJDEP Model Stormwater ordinance (Appendix B), as amended for use and enforcement within the Township of Willingboro.

The design and performance standards include the language for maintenance of stormwater management measures consistent with the stormwater management rules at N.J.A.C. 7:8-5.8 (Maintenance Requirements), and language for safety standards consistent with N.J.A.C. 7:8-6 (Safety Standards for Stormwater Management Basins).

Stormwater management measures will be operated and maintained in accordance with the General Maintenance requirements outlined within the Township's stormwater ordinance, including but not limited to the following requirements:

- A. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
- B. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement).
- C. Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure(s), including repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.
- D. The person responsible for maintenance shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders.
- E. The person responsible for maintenance shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed.

- F. The person responsible for maintenance shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Sections 10.B.6 and 10.B.7 of the Township's stormwater ordinance.
- G. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person.

During construction, inspectors will observe the construction of the project to ensure that the stormwater management measures are constructed and function as designed.

VI. Plan Consistency

The Township of Willingboro is not within a Regional Stormwater Management Planning Area and no Total Maximum Daily Limits (TMDL's) have been developed for waters within the Township; therefore this plan does not need to be consistent with any regional stormwater management plans (RSWMP's) nor any TMDL's. If any RSWMP's or TMDL's are developed in the future, this Municipal Stormwater Management Plan will be updated to be consistent.

It should be noted that a TMDL is under development at this time for Phosphorous in the Rancocas Creek. Further, the municipality is located in the Rancocas Creek Watershed, for which a Watershed Management Plan was developed.

Future implementation of the proposed Phosphorous, and other TMDL's, or revisions to the Rancocas Creek Watershed Management Plan could necessitate revisions to the Township's stormwater plan or ordinances as necessary to mitigate phosphorous and/or other water quality issues.

The Municipal Stormwater Management Plan is consistent with the Residential Site Improvement Standards (RSIS) at N.J.A.C. 5:21. The municipality will utilize the most current update of the RSIS in the storm water management review of residential areas. This Municipal Stormwater Management Plan will be updated to be consistent with any future updates to the RSIS.

The Township's Stormwater Management Ordinance requires all new development and redevelopment plans to comply with New Jersey's Soil Erosion and Sediment Control Standards. During construction, inspectors will observe on-site soil erosion and sediment control measures and report any inconsistencies to the Burlington County Soil Conservation District.

VII. Nonstructural Stormwater Management Strategies

Non-structural stormwater strategies for design of new developments, or redevelopment, as defined per the NJDEP Stormwater design Regulations (NJAC - 5.3(b)), include the following objectives:

- Protection of areas that provide water quality benefits or areas particularly susceptible to erosion and sediment loss.
- Minimizing impervious surfaces and breakup or disconnecting the flow of runoff over impervious surfaces.
- Maximum protection of natural drainage features and vegetation.
- Minimizing the decrease in the “time of concentration” from pre-construction conditions to post-construction conditions.
- Minimizing land disturbance during clearing and grading.
- Minimizing soil compaction.
- Providing low-maintenance landscaping that encourages retention and planting of native vegetation and minimizes the use of lawns, fertilizers and pesticides.
- Providing vegetated open channel conveyance systems discharging into and through stable vegetative areas.
- Providing other source controls to prevent or minimize erosion.

An assessment of buildable land was performed for Township property using 2002 NJDEP GIS aerial mapping of developed and wetlands areas, including assumed freshwater wetlands development buffers of 50 feet. Developed, developable and non-developable areas were estimated as follows:

Land Cover	Total area (square miles)
Developed lands	6.22
Wetlands/buffers/floodplain	1.68
Partially Developed land	0.12
Undeveloped land	0.11
	Total 8.13 square miles

It should be noted that due to less of one (1) square mile of vacant or developable lands as referenced previously, outside of environmentally-constrained areas remaining in the Township, that Willingboro is exempt from the requirement to evaluate the extent to which the Township’s Master Plan implements the non-structural strategies referenced above.

If an applicant (or his/her Engineer) contends that it is not feasible for engineering, environmental, or safety reasons to incorporate any nonstructural stormwater management strategies identified in (b) below into the design of a particular project, the applicant will identify the strategy and provide a basis for the contention. It is understood that any project requiring NJDEP Land Use Regulation Program permitting or approvals will also be subject to a similar stormwater review by the appropriate agency.

VIII. Land Use/Build-Out Analysis

As stated previously, there is less than one (1) square mile of vacant or developable lands, outside of environmentally-constrained areas remaining in the Township, that Willingboro is exempt from the requirement to evaluate the extent to which the Township's Master Plan implements the non-structural strategies referenced above (refer to Appendix A, Development Constraints Map for verification).

IX. Mitigation Plans

The Township has opted to consider mitigation projects as identified by future Developers on a case-by-case basis, in accordance with the NJDEP's "**Guidance for the Development of Municipal Mitigation Plans**" document, dated February, 2006.

As identified in NJDEP's Mitigation Plan Guidance Document, municipalities may

- 1) Identify a pool of specific mitigation projects that could be selected by an applicant to offset the effect of a requested waiver/exemption or to address an existing stormwater problem; or
- 2) Choose to provide a process through which an applicant has the flexibility and responsibility to identify an appropriate mitigation project and a location to implement the mitigation project to offset the deficit that would be created by the grant of a waiver/exemption or to address a stormwater based impairment.

Willingboro Township has opted to provide a mitigation plan using option #2 above (i.e., provision of a mitigation process).

It must be stressed that requested exceptions will be granted only at the discretion of the Township. In addition, the issuance of a waiver(s) granted by NJDEP under a Land Use permit does not automatically waive the requirement for mitigation to be performed under a municipal review.

In order to select an appropriate mitigation project to respond to a requested waiver/exemption requires, an assessment of the impact that would result from the requested deviation from full compliance with the standard(s) in the drainage area affected by the proposed project is required. For example, a waiver for stormwater quantity requirements must focus on the impacts of increased runoff on flooding, considering both quantity and location.

Stormwater quality mitigation must aim to prevent an increase in pollutant load to the waterbodies that would be affected by the waiver/exemption. Ground water recharge mitigation must seek to maintain the baseflow and aquifer recharge in the area that would be affected by the waiver/exemption. For the purpose of this discussion, the term "sensitive receptor" is used to refer to a specific area or feature that would be sensitive to the impact assessed above.

Selection of an appropriate mitigation project for a requested waiver/exemption must adhere to the following requirements:

1. The project must be within the same area that would contribute to the receptor impacted by the project. Note that depending on the specific performance standard waived, the sensitive receptor and/or the contributory area to that receptor may be different. If there are no specific sensitive receptors that would be impacted as the result of the grant of the waiver/exemption, then the location of the mitigation project can be located anywhere within the municipality, and should be selected to provide the most benefit relative to an existing stormwater problem in the same category (quality, quantity or recharge).
2. Legal authorization must be obtained to construct the project at the location selected. This includes the maintenance and any access needs for the project in the future.
3. The project should be close to the location of the original project, and if possible, be located upstream at a similar distance from the identified sensitive receptor. This distance should not be based on actual location, but on a similar hydraulic distance to the sensitive receptor. For example, if the project for which a waiver is obtained discharges to a tributary, but the closest location discharges to the main branch, it may be more beneficial to identify a location discharging to the same tributary.
4. For ease of administration, if sensitive receptors are addressed, it is preferable to have one location that addresses any and all of the performance standards waived, rather than one location for each performance standard.
5. It must be demonstrated that implementation of the mitigation project will result in no adverse impacts to other properties.
6. Mitigation projects that address stormwater runoff quantity can provide storage for proposed increases in runoff volume, as opposed to a direct peak flow reduction.

All necessary information to support a specific waiver request(s) must be provided by the Developer(s) for consideration by the Township, in accordance with applicable NJDEP and/or Township requirements, and as outlined in NJDEP's "***Guidance for the Development of Municipal Mitigation Plans***" document, dated February 2006.

At the Township's discretion, a developer may be permitted to fund analyses to identify potential mitigation projects that could be used to address deficits in complying with each of the performance standards. However, the funding option shall only be allowed where the project requesting the waiver will have no measurable impact with respect to flooding, erosion, water quality degradation, etc. The funding option may also be appropriate in situations where the size of an individual project requesting a waiver/exemption is small, or the

degree of deficit in complying with the design and performance standard(s) is small. Or, where the project requiring mitigation is for one individual single family home, given authority constraints, a financial contribution may be a preferred option.

Finally, the following information will be obtained and provided by the Developer of an approved waiver for the Township to comply with its annual NJDEP MS4 permitting requirements:

1. Impact from noncompliance -- Provide a table quantifying what would be required for the project to achieve the standards, the extent to which this value will be achieved on site and the extent to which the value must be mitigated off site.

2. Narrative and supporting information regarding the need for the waiver including:

- The waiver cannot be due to a condition created by the applicant. If the applicant can comply with the Stormwater Management rules through a reduction in the scope of the project, the applicant has created the condition and a waiver cannot be issued. Demonstrate that the need for a waiver is not created by the applicant.
- Provide a discussion and supporting documentation of the site conditions peculiar to the subject property that prevent the construction of a stormwater management facility that would achieve full compliance with the design and performance standards. Site conditions may include soil type, the presence of karst geology, acid soils, a high groundwater table, unique conditions that would create an unsafe design, as well as conditions that may provide a detrimental impact to public health, welfare, and safety.
- Demonstration that the grant of the requested waiver/exemption would not result in an adverse impact that would not be compensated for by off site mitigation.

3. Identify the sensitive receptor(s) related to the performance standard from which a waiver is sought. Demonstrate that the mitigation site contributes to the same sensitive receptor.

4. Provide the design details of the mitigation project. This includes, but is not limited to, drawings, calculations, and other information needed to evaluate the mitigation project.

5. List the party or parties responsible for the construction and the maintenance of the mitigation project. Documentation must be provided to demonstrate that the responsible party is aware of, has authority to, and accepts the responsibility for construction and maintenance. Under no circumstance shall the responsible party be an individual single-family homeowner. Selection of a project location that is under municipal authority avoids the need to obtain authority from a third party for the construction and future maintenance of the project.

6. Include a maintenance plan that addresses the maintenance criteria at N.J.A.C. 7:8-5.8. In addition, if the maintenance responsibility is being transferred to the municipality or another entity, the entity responsible for the cost of the maintenance must be identified. The municipality may provide the option for the applicant to convey the mitigation project to the municipality, if the applicant provides for the cost of maintenance in perpetuity.

7. Obtain any and all necessary local, State or other applicable permits for the mitigation measure or project. Permits must be obtained prior to the municipal approval of the project for which mitigation is being provided.

8. Demonstrate that the construction of the mitigation project coincides with the construction of the proposed project. A certificate of occupancy or final approval by the municipality for the project requiring mitigation cannot be issued until the mitigation project or measure receives final approval. Any mitigation projects proposed by the municipality to offset the stormwater impacts of that municipality's own projects must be completed within 6 months of the completion of the municipal project, in order to remain in compliance with their NJPDES General Permit.

X. Stream Corridor Protection Plan (Optional)

It should be noted that there are no Special Water Resource protection areas designated Category One (NJAC 7:9B) or upstream perennial or intermittent streams of said waters within the Township of Willingboro. If such water bodies are found or designated at a later date, future major development within 300 feet of said waters will be regulated in accordance with NJAC 7:8-5.5(h) as outlined in the model stormwater ordinance.

Appendix A -- Mapping

Figure 1 – U.S.G.S. Quadrangle/ Hydrologic Units (HUC14's)

Figure 2 – Wellhead Protection Areas/Groundwater Recharge Areas

Figure 3 – Zoning Districts

Figure 4 – Wetlands

Figure 5 – Soils

Figure 6 – Floodprone Areas

Figure 7 – Aerial Photo of Existing Conditions

Figure 8 – Development Constraints Map

Appendix B – Model Stormwater Ordinance

RESOLUTION NO. 2007 - 33.


A RESOLUTION APPROVING AN APPLICATION
FOR THE 2007 TRANSPORTATION AND COMMUNITY DEVELOPMENT
INITIATIVE GRANT PROGRAM
FOR
THE TOWNSHIP OF WILLINGBORO

WHEREAS, the Transportation and Community Development Initiative (hereinafter referred to as "TCDI") Grant Program created by the Delaware Valley Regional Planning Commission (DVRPC) provides funds for locally-directed actions to improve and enhance communities throughout the Delaware Valley Region. The TCDI program is intended to support early stage planning, design, market studies or feasibility analysis for projects and initiatives that encourage revitalization to retain and attract businesses and residents.


WHEREAS, the Township of Willingboro desires to seek funds from the TCDI Program for the updating and development of all the Township's official maps and for the planning and development of an overall pavement management program master plan.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Council of the Township of Willingboro assembled in public session this 13th day of February, 2007, that application be made to the Transportation and Community Development Initiative (hereinafter referred to as "TCDI") Grant Program; and

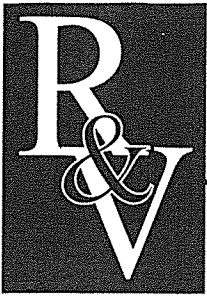
BE IT FURTHER IT RESOLVED that the Mayor and Clerk are hereby authorized and directed to sign such forms as may be necessary in order to apply for available funds.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Remington & Vernick Engineers
 Remington, Vernick & Vena Engineers
 Remington, Vernick & Beach Engineers
 Remington, Vernick & Arango 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.
 Richard G. Arango, P.E., C.M.E.

MEMORANDUM

**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.
 Charles E. Adamson, P.L.S., A.E.T.
 Kim Wendell Bibbs, P.E., C.M.E.
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 Pittsburgh, PA 15219
 (412) 263-2200
 (412) 263-2210 (fax)

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

**Remington, Vernick
 & Arango Engineers**

243 Route 130, Suite 200
 Bordentown, NJ 08505
 (609) 298-6017
 (609) 298-8257 (fax)

TO: Marie Annese, Twp. Clerk
 Township of Willingboro

FROM: Syreeta M. Paul *SM Paul*

RE: Township of Willingboro
 TCDI Grant Application Signature Request

DATE: February 13, 2007

Enclosed, please find an application form for the Transportation and Community Development Initiative (TCDI) grant program. This form will be included with an entire application package to be submitted to the Delaware Valley Regional Planning Commission (DVRPC). Please have the Mayor sign where indicated on the application form and attach the signed and sealed resolution recommending the Township make application.

Please inform me when these items are complete and I will make arrangements to pick-up. If you have any questions or require any additional information, please feel free to contact me at our Haddonfield office at (856)795-9595.

Thanks Marie!



Application Form

TRANSPORTATION
AND COMMUNITY
DEVELOPMENT
INITIATIVE

2007 Grant Application Form

(See List of Required Application Attachments)

Applicant:

Municipality and County or Philadelphia CDC: TOWNSHIP OF WILLINGBORO

Chief Elected Official and Title: MAYOR JEFFREY RAMSEY

Address: 1 SALEM ROAD

City, State, Zip: WILLINGBORO, NEW JERSEY 08046

Project Contact and Title: K. WENDELL BIBBS, P.E., TOWNSHIP ENGINEER

Phone: 856-795-9595

Fax: 856-216-9942

Email: WBIBBS@RVE.COM

Project Title:

MASTER PLAN DEVELOPMENT FOR THE ROADWAY INFRASTRUCTURE AND MAPPING MANAGEMENT PROGRAM

Project Location:

Include an 8 1/2 x 11 black and white copy of a map indicating the extent of the project area.

Budget:

Total Budget: _____ TCDI Grant Funds Requested: _____

Source of Matching Funds: CAPITAL BUDGET

Note that TCDI grant funds can be no more than 80% of the total budget.

Project Type:
(See list of eligible activities)

Planning and Land Use Management: OFFICIAL MAPS

Reuse and Revitalization: _____

Transportation and Infrastructure: MASTER PLAN FOR ROAD MANAGEMENT PROGRAM

Other: _____

Project Schedule:

Months to complete project: FOUR (4) MONTHS

Signature of Chief Elected Official or CDC Director: _____

Jeffrey E. Ramsey
Joanne M. Dray

TCDI

TRANSPORTATION
AND COMMUNITY
DEVELOPMENT
INITIATIVE

Application Form

24

2007 Grant Application Form

[See List of Required Application Attachments]

Applicant:

Municipality and County or Philadelphia CDC: TOWNSHIP OF WILLINGBORO

Chief Elected Official and Title: MAYOR JEFFREY RAMSEY

Address: 1 SALEM ROAD

City, State, Zip: WILLINGBORO, NEW JERSEY 08046

Project Contact and Title: K. WENDELL BIBBS, P.E., TOWNSHIP ENGINEER

Phone: 856-795-9595

Fax: 856-216-9942

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Project Title:

MASTER PLAN DEVELOPMENT FOR THE ROADWAY INFRASTRUCTURE AND MAPPING MANAGEMENT PROGRAM

Project Location:

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(See list of eligible activities)

Planning and Land Use Management: OFFICIAL MAPS

Reuse and Revitalization: _____

Transportation and Infrastructure: MASTER PLAN FOR ROAD MANAGEMENT PROGRAM

Other: _____

Project Schedule:

Months to complete project: FOUR (4) MONTHS

Signature of
Chief Elected Official
or CDC Director:

Jeffrey E. Ramsey
Joanne M. Duggs



TRANSPORTATION
AND COMMUNITY
DEVELOPMENT
INITIATIVE

Application Form

2007 Grant Application Form

(See List of Required Application Attachments)

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Chief Elected Official and Title: MAYOR JEFFREY RAMSEY

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Project Contact and Title: K. WENDELL BIBBS, P.E., TOWNSHIP ENGINEER

Phone: 856-795-9595

Fax: 856-216-9942

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(See list of eligible activities)

Planning and Land Use Management: OFFICIAL MAPS

Reuse and Revitalization: _____

Transportation and Infrastructure: MASTER PLAN FOR ROAD MANAGEMENT PROGRAM

Other: _____

Project Schedule:

Months to complete project: FOUR (4) MONTHS

Signature of
Chief Elected Official
or CDC Director: _____

Jeanne M. Drey



TRANSPORTATION
AND COMMUNITY
DEVELOPMENT
INITIATIVE

Application Form

2007 Grant Application Form

(See List of Required Application Attachments)

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Municipality and County or Philadelphia CDC: TOWNSHIP OF WILLINGBORO

Chief Elected Official and Title: MAYOR JEFFREY RAMSEY

Address: 1 SALEM ROAD

City, State, Zip: WILLINGBORO, NEW JERSEY 08046

Project Contact and Title: K. WENDELL BIBBS, P.E., TOWNSHIP ENGINEER

Phone: 856-795-9595

Fax: 856-216-9942

Email: WBIBBS@RVE.COM

Project Title:

MASTER PLAN DEVELOPMENT FOR THE ROADWAY INFRASTRUCTURE AND MAPPING MANAGEMENT PROGRAM

Project Location:

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Project Type:
(See list of eligible activities)

Planning and Land Use Management: OFFICIAL MAPS

Reuse and Revitalization: _____

Transportation and Infrastructure: MASTER PLAN FOR ROAD MANAGEMENT PROGRAM

Other: _____

Project Schedule:

Months to complete project: FOUR (4) MONTHS

Signature of
Chief Elected Official
or CDC Director: _____

Joanne M. Dragg

RESOLUTION NO. 2007 – 34

A RESOLUTION AWARDING PRINTING BID FOR 2007

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the 2007 Printing Bid; and

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

WHEREAS, it appears to be in the best interest of the Township to accept the bids of:

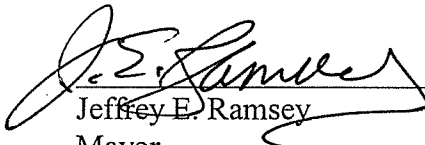
(1) Good Impressions Inc., 28 Scott Street, Riverside, N. J. 08075

(2) OCS Printing, 1045 ~~Asbury Ave., Ocean City, N.J. 08226.~~

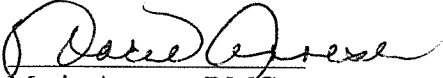
*510 S. Shore Rd., MARMORA, NJ
08223*

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of February, 2007, that the bids be accepted as per the attached bid return sheet; and

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Continuation of Res. No. 2007 – 34, Award of Printing Bid for 2007

Good Impressions

13 East Scott Street

Box 409, Riverside, N.J. 08076

856-461-3232

Awarded Item No. 1, 3, 4, 6, 7, 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 32, 33, 35, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 56, 57, 58, 59, 60, 62, 64, 66, 67, 68, 69, 71, 73, 74, 75, 76, 77, 80, 82, 83, 84, 85, 86, 87, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 102, 103, 108, 109, 110, 111, 112, 113, 114, 115, 118, 119, 120, 121, 122, 123, 124, 125, 127, 130, 133, 134, 135 and 136.

OCS Printing, Inc.

1045 Asbury Avenue

Ocean City, N.J. 08226

609-398-7290

Awarded Item No. 2, 5, 9, 10, 11, 12, 18, 29, 30, 31, 36, 37, 38, 48, 49, 51, 53, 55, 57, 61, 63, 65, 70, 72, 76, , 78, 79, 81, 85, 88, 100, 101, 104, 105, 106, 107, 113, 115, 116, 117, 126, 128, 129, 131 and 132.

NO BID AWARD FOR ITEM NO. 13 – NEWSLETTER – DELETED.

NO BID AWARD FOR ITEM NO. 34 Mercantile Business Licenses.

HIGHLIGHTED / UNDERLINED NUMBERS INDICATE A TIE – Duplicate Award

Bid opened January 8, 2007 at 10:30 am by Marie Annese, Twp. Clerk, in the presence of Robert Price, Good Impressions. Copied and submitted to Council, Mgr., Dep. Mgr. and Sol. for review 1/16/07. M.A..

SAMPLE OF ITEMS FOR BID ARE AVAILABLE AT THE OFFICE OF THE TOWNSHIP CLERK. QUANTITIES LISTED ARE APPROXIMATE AND NOT GUARANTEED. PLEASE BEAR THAT IN MIND WHEN YOU ARE SUBMITTING YOUR BID. PLEASE BID PER 100 OR PER 1000. QUANTITIES SHOWN ARE FOR THE YEAR - NOT NECESSARILY ORDERED AT ONE TIME.

BIDS ARE TO BE MADE ON THE SAMPLE PROVIDED AS TO PAPER QUALITY, COLOR, NCR, ETC. ANY MODIFICATIONS TO THE SAMPLES PROVIDED ARE TO BE NOTED ON THE FORM.

IF NO MODIFICATIONS ARE NOTED, THE ASSUMPTION IS THAT YOU WILL PROVIDE THE ITEM EXACTLY AS SAMPLE. BID PRICES ARE TO BE IN EFFECT FOR THE TERM OF THE CONTRACT FROM JANUARY 2007 TO DECEMBER 31, 2007.

BIDDERS FORM

O.C.S.

GOOD IMPRESSION

GENERAL ITEMS:	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
1) Request Form 50 PER PAD	100 Pads	\$ 25.50M		\$ NB	
2) Business Cards (Gen. - except Police)	1,000	45.00M		44.00	
3) Business Cards (Gold Seal, Mgr. Dep. Mgr. & Council)	1,000	55.00M		60.00	
4) Letterhead Bone/Buf (8 1/2X11) Gold Seal	10,000	65.00M		70.00 M	
5) Letterhead Bone/Buf (2nd Sheet 8 1/2X11)	2,500	75.00M		35.00 M	
6) Memo Pads 5 1/2X8 1/2 (50 to pad)	1,000	9.00M		65.00 (20 pads)	
7) Envelope #10 (Cream/Cambic Writing)	40,000	78.00M		83.00 M	
8) Window Envelope (Do Not Forward #10)	40,000	23.00M		26.00 M	
9) Window Envelope #10 (General)	10,000	26.00M		24.00 M	
10) Envelope #10 (White)	30,000	25.00M		24.00 M	
11) Self-Adhesive Mailing Label 5 1/2 x 3"	4,000	69.00M		55.00 M	
12) New Resident Info. Packet Envelope (White) 10 x 13	1,000	140.00M		90.00 M	
13) Window Envelope #10 (General)	40,000	78.00M			

Item #13 deleted

TOWNSHIP CLERK'S OFFICE:

O.C.S.

GOOD IMPRESSIONS

APPROXIMATE QUANTITIES

PER 100 OR 1000 BID PRICE PER 100 OR 1000 BID PRICE PER 100 OR 1000 BID PRICE

	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
14) Solicitor/Peedler License	100	\$ 55.00 Lot	\$ 70.00 Lot
15) Application for Raffle License	500	17.50 HD	NB
16) Application for Bingo License	500	22.00 HD	NB
17) Findings & Determinations	500	9.50 HD	60.00 Lot
18) Bingo & Raffle License	500	60.00 Lot	60.00 Lot
19) Municipal Improvement Search	1,000	94.00 Lot	105.00 M
20) Certificate (Buif & Blue w/township seal 8 1/2X11")	500	93.00 Lot	105.00 Lot
21) Dog Licenses, 3 color, 3 part, NCR (Perforated 3 parts per page)	500	212.00 Lot	235.00 Lot
22) Dog Tags & Links	3,000	550.00 Lot	NB
23) Dog Infor Hangers for Dog Census	10,000	50.00 Lot	55.00 M
24) Dog Information Brochure	5,000	46.00 M	51.00 M

GOOD IMPRESSIONS O.C.S.

	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
25) Oath of Office	500	\$ 11.00 HD		\$ 65.00 Lot	
26) Certificate of Marriage	100	82.00 Lot		87.00 Lot	
27) Proclamation Form	200	48.00 Lot		52.00 Lot	
28) Taxi Operator - Green Card (2 sided)	100	47.00 Lot		50.00 Lot	
29) Taxi Cab License, Numbered Books of 50 (bound & perforated at stub)	2Bks	95.00 Bk.		85.00 Bk.	
30) Food Establishment License, Numbered Books of 50 (Bound & Perforated at stub)	2Bks.	89.00 Bk.		85.00 Bk.	
31) Vending License 14 1/2X5 1/2, Numbered Books of 50 (Bound & Perforated at stub)	2Bks.	99.00 Bk.		95.00 Bk.	
32) Minute Paper, 8 1/2X11, Cream, 3 Reclangle Shaped Holes	500	190.00 Lot		NB	
33) Perforated Sheet in half (8 1/2 x 11) White	4,000	200.00 Lot		54.00 M	
34) Mercantile Business License, Numbered Books of 50 (Bound & Perforated at stub)	300	750.00 Lot		85.00 Bk.	

FINANCE DEPARTMENT:

	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
35) Payment Receipts - In Books of 50 = 100 Books (Numbered, 4 page NCR)	100	705.00 Lot		NB	
36) Tax Payment Envelope - 6 1/2 X 4"-Brown-2 Sided	1,000	94.00 Lot		90.00 M	
37) Payment Voucher, White/Yellow - Numbered - NRC 8 1/2 x 11", Black Ink (starting at #20,000)	2,500	399.00 Lot		75.00 M	
38) Vital Record Request Envelope - 5" x 7" (Brown with Black Ink)	1,000	75.00 Lot		70.00 M	
39) Register Envelope 9"x12" White	3,000	71.00 M		95.00 M	
40) Tax Payment Sticker 2 1/2" x 2"	1,000	65.00 Lot		105.00 M	

PURCHASING DEPT

- 41) Purchase Orders, White/Green - 8 1/2 x 11 with 2 Runs - White/Green-Face Up
White, Pink, Green - Face Down
- 42) Purchase Orders - See Sample #2

GOOD IMPRESSIONS

O.C.S.

APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
5,000	<u>\$125.00 M</u>	\$ NB	PER 100 OR 1000 BID PRICE
5,000	<u>125.00 M</u>	NB	PER 100 OR 1000 BID PRICE

INSPECTIONS DEPARTMENT:

	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
43) Notice of Violation (s) 3 page, NCR/ 3 Color (2 sided) - on front add new address and Twp.Seal On back add address	500	<u>103.00 Lot</u>	120.00 Lot	PER 100 OR 1000 BID PRICE
44) Window Envelope #12	1,000	<u>75.00 Lot</u>	95.00 M	PER 100 OR 1000 BID PRICE
45) Inspection Dept. Receipt, 3 page/NCR, Numbered	1,000	<u>98.00 Lot</u>	120.00 M	PER 100 OR 1000 BID PRICE
46) Courtesy Notice, 2 page/NCR/25 per pad	1,000	<u>90.00 Lot</u>	95.00 M	PER 100 OR 1000 BID PRICE
47) Fence Permit, 2 page/NCR, Numbered See paragraph added on lower left, Print Twp. Seal as shown)	500	<u>84.00 Lot</u>	85.00 Lot	PER 100 OR 1000 BID PRICE
48) Property Maintenance Violation/3 page/NCR 8 1/2x11" (white, yellow, pink w/black ink	1,000	<u>125.00 Lot</u>	<u>105.00 M</u>	PER 100 OR 1000 BID PRICE
49) Cross File Cards	3,000	<u>30.00 M</u>	<u>30.00 M</u>	PER 100 OR 1000 BID PRICE

INSPECTIONS DEPARTMENT /CONT'D		GOOD IMPRESSIONS		O.C.S.	
		PER 100 OR 1000	PER 100 OR 1000	PER 100 OR 1000	PER 100 OR 1000
		BID PRICE	BID PRICE	BID PRICE	BID PRICE
APPROXIMATE QUANTITIES					
200	Artisan License	\$ 46.00 Lot	\$ 50.00 Lot		
500	Door Knob Notices	90.00 Lot	90.00 Lot		
2,000	Grass Door Knob Notice	60.00 M	65.00 M		
500	Sign Permit, with Township Seal, 2 page/NCR/Numbered	60.00 Lot	60.00 Lot		
500	Building Dept. Permit Notice	50.00 Lot	55.00 Lot		
200	Zoning Permit, 3 page/NCR/Numbered/with Twp. Seal 6 1/2x 8 1/2"(see sample changes)	42.00 HD	45.00 Lot		
80 pads	Grass Notice, 2 Page/NCR (25 to Pad)	127.00 Lot	145.00 Lot		
300	Notice of Property Maintenance Order (8 1/2 X 11", white & Red)	75.00 Lot	75.00 Lot		
500	Thank You Notes & Envelopes	120.00 Lot	NB		
50	Maximum Permitted Occupancy-(Grey/Black)) - Card Stock	45.00 Lot	48.00 Lot		
500	Grass Notice Post Card	55.00 Lot	65.00 Lot		
250	Fire Inspection Receipt (3 pg. NCR-numbered)	78.00 Lot	75.00 Lot		
500	Notice of Violation & Order/Notice of Order of Penalty (3 page/3 color/NCR with Twp. Seal)	78.00 Lot	85.00 Lot		
500	Inspection Sticker, 4X4", Yellow with Black Ink/Crack/Peel	79.00 Lot	75.00 Lot		
200	Inspection Certificate, (Grey/Black)-Card Stock-8 1/2X11	43.00 Lot	48.00 Lot		
2,000	Uniform Inspection Report -3 page/NCR/3 color/8 1/2X11	460.00 Lot	105.00 M		

O.C.S.

GOOD IMPRESSIONS

SPECTIONS DEPT. CONT'D.	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
1) Violation Sticker Notice - Peel Off - Orange - 8 1/2X5 1/2"	500	\$ 94.00 Lot		\$120.00 Lot	
1) Certificate of Rental Inspection - 8 1/2X6 1/2" (2 Page White & Yellow NCR)	500	67.00 Lot		68.00 Lot	
1) Recurring Violation - 3 page/NCR/ 3 Color (2 sided)	50	55.00 Lot		70.00 Lot	
1) Order to Pay Penalty (3 Page/ NCR/ 3 Color) - 2 sided	100	58.00 Lot		70.00 Lot	
1) Variance Request - 2 sided	50	55.00 Lot		45.00 Lot	
1) Punitive Closing Order (3 Page/ NCR/ 3 Color) - 2 sided	25	54.00 Lot		70.00 Lot	
2) Notice - Door Knob (White/Black)	500	130.00 Lot		85.00 Lot	
3) Fire Code Violation (3 Page/NCR/3 Color)-2 sided front w/ address and Twp.Seal - Back add address	500	81.00 Lot		85.00 Lot	
4) Inspection Report - Add address & Twp. Seal (3 Page/ NCR/ 3 Color)	100	44.00 Lot		70.00 Lot	
5) Application for Permit (3 Page/ NCR/ 3 Color)	100	44.00 Lot		45.00 Lot	
5) Request for Time Extension (3 Page/ NCR/ 3 Color)	50	45.00 Lot		45.00 Lot	

GOOD IMPRESSIONS

O.C.S.

APPROXIMATE	PER 100 OR 1000	PER 100 OR 1000	PER 100 OR 1000	PER 100 OR 1000
	\$ 49.00 Lot	\$ 70.00 Lot		
100	46.00 Lot	45.00 Lot		
100	158.00 Lot	130.00 M		
1,000	90.00 Lot	105.00 Lot		
500	145.00 Lot	175.00 M		
1,000				

DEPARTMENTS

DEPARTMENT	APPROXIMATE QUANTITIES	PER 100 OR 1000	PER 100 OR 1000	PER 100 OR 1000
Envelope white, Gold & Blue Logo 9 1/2 X 4"	1,000	108.00 Lot	125.00 M	
Letterhead, White, Gold & Blue Logo 8 1/2 X 11" Blue Border	1,000	108.00 Lot	120.00 M	
Letterhead, (Linen) Beige - (Maroon/Black ink) - 8 1/2X11" (Maroon color border)	1,000	80.00 Lot	105.00 M	
Letterhead, (Linen) Beige - 8 1/2X11" (Maroon color border) Second sheet	500	75.00 Lot	75.00 Lot	
Envelope - Beige (Maroon/Black ink) 9 1/2X4"	1,000	89.00 Lot	125.00 M	
Pads (Black) 5 1/2X8 1/2" - 50 per pad (two holes at top)	15 Pads	59.00 Lot	60.00 Lot	
Business Cards (white) blue/gold ink	500	65.00 Lot	45.00 Lot	
Business Cards (Beige) black/gold ink	1,000	55.00 Lot	70.00 M	
Business Cards (Beige) black/maroon ink	1,000	58.00 Lot	90.00 M	

DEPARTMENTS

DEPARTMENT	APPROXIMATE QUANTITIES	PER 100 OR 1000	PER 100 OR 1000	PER 100 OR 1000
Notice of Imminent Hazard (3 Page/ NCR/ 3 Color) - 2 sided	100	\$ 49.00 Lot	\$ 70.00 Lot	
Fire Safety Permit 3 Page/NCR/3 Color) - 8 1/2x5 1/2"	100	46.00 Lot	45.00 Lot	
Violation Notice - (Red w/Black Ink)	1,000	158.00 Lot	130.00 M	
This Rubbish Was Not Picked Up Because	500	90.00 Lot	105.00 Lot	
Door Knob (Sorry We Missed You)	1,000	145.00 Lot	175.00 M	

MUNICIPAL COURT:

		GOOD IMPRESSIONS		O.C.S.	
	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
91)	Notice to Appear (5 pages/5 color/NCR)	2,000	<u>\$170.00 M</u>	<u>\$210.00 M</u>	
92)	Subpoena to Testify (3 page/ 3 color/ NCR)	1,000	<u>83.00 Lot</u>	105.00 M	
93)	Order - Payment of Fines & Costs (Criminal) (2 page/ 2 color / NCR)	1,000	<u>74.00 Lot</u>	75.00 M	
94)	Non-Indictable Summons (10 per book) x 500 books	500 Bks.	<u>2405.00 Lot</u>	NB	
95)	Traffic Summons (10 per book) X 500 books	250 Bks.	<u>6.00 Bk.</u>	NB	
96)	Receipt Books (25 per book) X 200 books (Numbered)	200 Bks.	<u>6.00 Bk.</u>	NB	
97)	Notice to Officer (3 page/ 3 color/ NCR)	1,000	<u>95.00 M</u>	105.00 M	
98)	Bail Recognizance	1,000	<u>165.00 Lot</u>	190.00 M	
99)	Affidavit of Income & Assets (2 sided with a reset)	1,000	<u>89.00 Lot</u>	110.00 M	
100)	Order-Payment of Fines & Cost (Traffic) (2 page/ 2 color/ NCR)	1,000	<u>95.00 Lot</u>	<u>75.00 M</u>	
101)	Affidavit of defense (Traffic)	1,000	<u>95.00 Lot</u>	<u>75.00 M</u>	
102)	Court Letterhead (Erasable Bond)	1,000	<u>125.00 Lot</u>	NB	
103)	Notice in Lieu of Complaint (3 page/ 3 color/ NCR)	1,000	<u>95.00 Lot</u>	<u>105.00 M</u>	
104)	Intoxicated Driver Penalty Provisions (4 page/ 4 color/ NCR)	1,000	<u>135.00 Lot</u>	<u>115.00 M</u>	
105)	Notice to Defendant Following Conviction (2 page/ 2 color/ NCR)	1,000	<u>89.00 Lot</u>	<u>75.00 M</u>	
106)	Rescinding Order (3 page/ 3 color/ NCR)	1,000	<u>135.00 Lot</u>	<u>105.00 M</u>	
107)	Mediation Agreement (4 page/ 4 color/ NCR)	500	<u>80.00 Lot</u>	<u>85.00 M</u>	<u>42.50 for 500 per</u>
108)	Commitment (3 page/ 3 color/ NCR)	1,000	<u>95.00 Lot</u>	105.00	

GOOD IMPRESSIONS O.C.S.

RECREATION/PUBLIC WORKS DEPT.	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
109) Program Registration Form, 3 page/3 color/NCR/Numbered	20 Books	\$ 75.00 Bk.			
110) Surrey Bus Pass, 2 1/2X4 1/2" (Blue/Blk Ink/Numbered in Red)	1,000	90.00 Lot	105.00 M		
111) Door Hanger - Beige (heavy stock) (Black - 11X4 1/2")	3,000	50.00 M	NB		
112) Pool Tag Registration, 3 page/3 color/NCR, Numbered (100 per pad)	5 Pads	360.00 Lot	NB		
113) Letterhead-First page, Buff/Cream, Gold Seal, 8 1/2X11" Bond paper	5,000	140.00 M	140.00 M		
114) Letterhead- half sheet, 8 1/2X5 1/2", Buff/Cream Bond Paper w/1/2p. Seal (Black)	2,500	50.00 M	55.00 M		
115) Envelope - (cream w/gold twp. seal) 9 1/2 x 4 1/4"	2,000	155.00 M	155.00 M		
116) Envelope - (white w/black twp. seal) 9 1/2 x 4 1/4"	5,000	26.00 M	25.00 M		

POLICE DEPARTMENT:

	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
117) Warning Notice, 2 page/2/color/NCR/Numbered (Cardboard backing between last set & covering for stability) Perforated top	5,000	200.00 M	105.00 M		
118) Miranda Warning	2,000	38.00 M	45.00 M		
119) Vehicle Repair Tag	3,000	100.00 M	125.00 M		
120) Tow Sticker	2,000	109.00 M	110.00 M		
121) Neighborhood Watch	1,000	115.00 Lot	120.00 M		
122) Crime Watch Letterhead (2sided Blue Ink)	2,000	74.00 M	96.00 M		
123) Operation Identification (Home)	400	300.00 HD	NB		
124) Operation Identification 9 (Vehicle)	400	250.00 Lot	NB		
125) Curfew Ordinance Violation Custody Card (3 page/3 color/NCR)	500	75.00 Lot	80.00 Lot		

	GOOD IMPRESSIONS	O.C.S.
126) (3 page/3 color/NCR Violation Notice, 3 page/2color with carbons, Last page hard copy (20 sets per pads)	\$125.00 HD	\$155.00 M
127) Business Cards (Dir. Capt. & Lt.) with Gold Seal/Badge	58.00 Lot	75.00 M
128) Business Cards (All other Police) Black Seal/Badge	55.00 Lot	45.00 M
129) Property Check Notice, 2 page/2 color/NCR 25 sets per pad	145.00 Pad	1.65 Pad
130) Incident Business Card - White, Blk Ink/Badge	29.00 M	35.00 M
131) Vehicle Report - 3 pages, White/Yellow/Pink NCR - Sealed at Top	110.00 M	105.00 M
132) Consent to Search (NCR - 2 page- White/Yellow, Perforated at top/ cardboard backing between last set/and covering (for stability))	99.00 M	95.00 M
133) Letterhead - (white/blue w/ gold seal) 8 1/2 x 11"	109.00 Lot	120.00 M
134) Warning Notice Sticker - Green	60.00 Lot	165.00 M
135) Fee Receipt Book	99.00 Bk.	NB

TAX ASSESSOR'S OFFICE:	APPROXIMATE QUANTITIES	PER 100 OR 1000 BID PRICE	PER 100 OR 1000 BID PRICE
136) Door Hanger	2,000	210.00 Lot	110.00 M

BID RETURN SHEET

Bid Requirements:	
1. Bid Guarantee	<input checked="" type="checkbox"/>
2. Disclosure Statement	<input checked="" type="checkbox"/>
3. Non-collusion Affidavit	<input checked="" type="checkbox"/>
4. Affirmative Action Affidavit	<input checked="" type="checkbox"/>
5. Employment Eligibility (EIF)	<input checked="" type="checkbox"/>
6. Bid Certification	<input checked="" type="checkbox"/>

Appendix A -- Mapping

Figure 1 – U.S.G.S. Quadrangle/ Hydrologic Units (HUC14's)

Figure 2 – Wellhead Protection Areas/Groundwater Recharge Areas

Figure 3 – Zoning Districts

Figure 4 – Wetlands

Figure 5 – Soils

Figure 6 – Floodprone Areas

Figure 7 – Aerial Photo of Existing Conditions

Figure 8 – Development Constraints Map

Appendix B – Model Stormwater Ordinance

RESOLUTION NO. 2007 - 33.


A RESOLUTION APPROVING AN APPLICATION
FOR THE 2007 TRANSPORTATION AND COMMUNITY DEVELOPMENT
INITIATIVE GRANT PROGRAM
FOR
THE TOWNSHIP OF WILLINGBORO

WHEREAS, the Transportation and Community Development Initiative (hereinafter referred to as "TCDI") Grant Program created by the Delaware Valley Regional Planning Commission (DVRPC) provides funds for locally-directed actions to improve and enhance communities throughout the Delaware Valley Region. The TCDI program is intended to support early stage planning, design, market studies or feasibility analysis for projects and initiatives that encourage revitalization to retain and attract businesses and residents.

WHEREAS, the Township of Willingboro desires to seek funds from the TCDI Program for the updating and development of all the Township's official maps and for the planning and development of an overall pavement management program master plan.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Council of the Township of Willingboro assembled in public session this 13th day of February, 2007, that application be made to the Transportation and Community Development Initiative (hereinafter referred to as "TCDI") Grant Program; and

BE IT FURTHER IT 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.


Jeffrey E. Ramsey
Mayor

Attest:



Marie Annese, RMC
Township Clerk

Recorded Vote

Councilman Ayer

Councilman Campbell

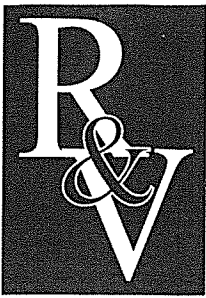
Councilman Stephenson

Deputy Mayor Jennings

Mayor Ramsey

Yes No Abstain Absent

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Remington & Vernick Engineers
 Remington, Vernick & Vena Engineers
 Remington, Vernick & Beach Engineers
 Remington, Vernick & Arango 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.
 Richard G. Arango, P.E., C.M.E.

MEMORANDUM

TO: Marie Annese, Twp. Clerk
 Township of Willingboro

FROM: Syreeta M. Paul *SM*

RE: Township of Willingboro
 TCDI Grant Application Signature Request

DATE: February 13, 2007

**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.
 Charles E. Adamson, P.L.S., A.E.T.
 Kim Wendell Bibbs, P.E., C.M.E.
 Marc DeBlasio, P.E., P.P., C.M.E.
 Leonard A. Faiola, P.E., C.M.E.

**Remington & Vernick
 Engineers**

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

15-33 Halsted Street
 East Orange, NJ 07018
 (973) 323-3065
 (973) 323-3068 (fax)

**Remington, Vernick
 & Vena Engineers**

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 (732) 286-9220
 (732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2
 Old Bridge, NJ 08857
 (732) 955-8000
 (732) 591-2815 (fax)

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 & Walberg Engineers**

845 North Main Street
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 (609) 645-7110
 (609) 645-7076 (fax)

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

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 & Beach Engineers**

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 Conshohocken, PA 19428
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 (610) 940-1161 (fax)

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 Mechanicsburg, PA 17055
 (717) 766-1775
 (717) 766-0232 (fax)

U.S. Steel Tower
 600 Grant Street, Suite 1251
 Pittsburgh, PA 15219
 (412) 263-2200
 (412) 263-2210 (fax)

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

**Remington, Vernick
 & Arango Engineers**

243 Route 130, Suite 200
 Bordentown, NJ 08505
 (609) 298-6017
 (609) 298-8257 (fax)

Enclosed, please find an application form for the Transportation and Community Development Initiative (TCDI) grant program. This form will be included with an entire application package to be submitted to the Delaware Valley Regional Planning Commission (DVRPC). Please have the Mayor sign where indicated on the application form and attach the signed and sealed resolution recommending the Township make application.

Please inform me when these items are complete and I will make arrangements to pick-up. If you have any questions or require any additional information, please feel free to contact me at our Haddonfield office at (856)795-9595.

Thanks Marie!

TCDITRANSPORTATION
AND COMMUNITY
DEVELOPMENT
INITIATIVE

Application Form

24

2007 Grant Application Form

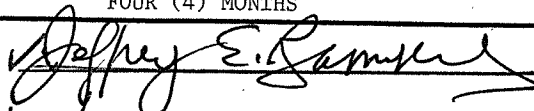
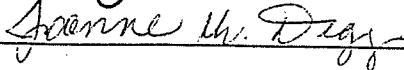
(See List of Required Application Attachments)

Applicant:Municipality and County or Philadelphia CDC: TOWNSHIP OF WILLINGBOROChief Elected Official and Title: MAYOR JEFFREY RAMSEYAddress: 1 SALEM ROADCity, State, Zip: WILLINGBORO, NEW JERSEY 08046Project Contact and Title: K. WENDELL BIBBS, P.E., TOWNSHIP ENGINEERPhone: 856-795-9595Fax: 856-216-9942Email: WBIBBS@ERVE.COM**Project Title:**MASTER PLAN DEVELOPMENT FOR THE ROADWAY INFRASTRUCTURE AND MAPPING MANAGEMENT PROGRAM**Project Location:**

Include an 8 1/2 x 11 black and white copy of a map indicating the extent of the project area.

Budget:

Total Budget: _____ TCDI Grant Funds Requested: _____

Source of Matching Funds: CAPITAL BUDGET**Note that TCDI grant funds can be no more than 80% of the total budget.****Project Type:**
(See list of eligible activities)**Planning and Land Use Management:** OFFICIAL MAPS**Reuse and Revitalization:** _____**Transportation and Infrastructure:** MASTER PLAN FOR ROAD MANAGEMENT PROGRAM**Other:** _____**Project Schedule:**Months to complete project: FOUR (4) MONTHSSignature of
Chief Elected Official
or CDC Director:


RESOLUTION NO. 2007 – 35

**AUTHORIZING CHANGE ORDER NO. 1 (FINAL)
2006 CONCRETE REPAIRS PROJECT PHASE I**


WHEREAS, Willingboro Township Council, by Resolution No. 2006 – awarded a bid to **Sullivan & Pigliacelli, Inc.** for Phase I of the 2006 Concrete Repairs Project for a total **bid award of \$43,920**; and

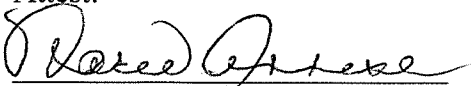
WHEREAS, the Engineer has submitted paperwork for Certificate No. 1 (final) and Change Order No. 1 (Final) representing an increase of \$4,718 for Extras and an overall reduction of \$4,924 for a total reduction of \$206.00, **decreasing the total contract amount to \$43,714.**; and

WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

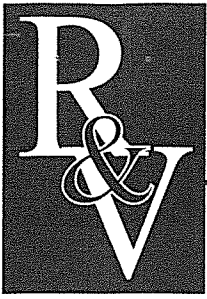
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2007, that the above Certificate No.1 (final) and Change Order No.1 (final) are approved; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Finance Director, Engineer and Auditor for their information.


Jeffrey E. Ramsey, Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Remington & Vernick Engineers
Remington, Vernick & Vena Engineers
Remington, Vernick & Beach Engineers
Remington, Vernick & Arango Engineers
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& Arango Engineers**

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Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

January 29, 2007

Mr. Eric Berry
Acting Township Manager
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

**Re: Township of Willingboro
2006 Concrete Repairs Project Phase I
Certificate #1 FINAL Recommendation
Change Order #1 FINAL Recommendation
RV&A #. 0338T024**

Dear Mr. Berry:

Enclosed please find one (1) original and one (1) copy of Certificate No. 1 FINAL along with the contractor's voucher for payment in connection with the above referenced project.

Also enclosed, please find four (4) original signed copies of Change Order No. 1 FINAL for your review and approval. Upon execution, please retain one (1) original copy and send the remaining three (3) originally signed copies to our office for further distribution.

Included in this package is the Maintenance Bond for this project as presented by Sullivan & Pigliacelli, Inc.

If you should have any questions, please contact Mr. Raymond Longmore at our Bordentown office at 609-298-6017.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

Richard G. Arango, P.E., C.M.E.
Executive Vice President

RGA/rdl

Enclosure(s)

C: Sullivan & Pigliacelli, Inc.
K. Wendell Bibbs

T:\Willingboro\2006 Concrete Curbs..Phase 1\024 ct #3 FINAL.doc

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B. Lightfoot

WILLINGBORO TOWNSHIP

No 22042

ONE SALEM ROAD
WILLINGBORO, NJ 08046

Pay To Sullivan & Pigliacelli, Inc.

ADDRESS 556 Roberts Ave.

CITY Bellmawr, NJ 08031

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Furnishing of all labor and materials for 2006 concrete repairs phase -I		
	Total amount completed to date		\$43,714.00
	Less 0% Retainage		\$0.00
	Subtotal		\$43,714.00
	Less Amount Previously Certified		\$0.00
	Amount Due This Certificate #1 Final		\$43,714.00

VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I further certify that, as an employer with [] more than five (5) employees
[] less than five (5) employees

(Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

Samuel J. Pigliacelli
Signature

Pres/Secr.
Title

DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

Signature [Signature]
Title MUNICIPAL BLDG.

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID
	Approved for Payment	CHECK No.
	<u>[Signature]</u> Township Manager	

RV REMINGTON, VERNICK & ARANGO ENGINEERS
&A #1 FINAL CERTIFICATE

Sullivan & Pigliacelli, Inc.
 556 Roberts Avenue
 Bellmawr, NJ 08031
 856-933-0055

PROJECT NAME:
 2006 CONCRETE REPAIRS PROJECT PHASE-1
 PROJECT NUMBER:
 0338T047
 CLIENT:
 TOWNSHIP OF WILLINGBORO

#1 FINAL CERTIFICATE

Contractors Signature

Samuel P. Pigliacelli 01-30-07
 Date

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #1	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	ROADWAY EXCAVATION,EARTH	35 CY	\$50.00	\$1,750.00	30	30	\$1,500.00
2	DENSE GRADE AGGREGATE 6" THICK	110 SY	\$30.00	\$3,300.00	71	71	\$2,130.00
3	BASE COURSE I-2 4" THICK	25 TON	\$90.00	\$2,250.00	14	14	\$1,260.00
4	TOP COURSE I-5 2" THICK	15 TON	\$120.00	\$1,800.00	8	8	\$960.00
5	NO ITEM	0 N/A	\$0.00	\$0.00	0	0	\$0.00
6	MONOLITHIC ROLLED CURB & GUTTER	375 LF	\$42.00	\$15,750.00	358	358	\$15,036.00
7	CONCRETE SIDEWALK ,4"THICK	115 SY	\$78.00	\$8,970.00	115	115	\$8,970.00
7E	CONCRETE SIDEWALK ,4"THICK	56 SY	\$78.00	\$4,368.00	56	56	\$4,368.00
8	CONCRETE DRIVEWAY ,6"THICK SIDEWALK SECTION	50 SY	\$60.00	\$3,000.00	34	34	\$2,040.00
9	CONCRETE DRIVEWAY ,6"THICK APRON SECTION	30 SY	\$70.00	\$2,100.00	30	30	\$2,100.00
9E	CONCRETE DRIVEWAY, 6" THICK APRON SECTION	5 SY	\$70.00	\$350.00	5	5	\$350.00
10	MAINT.& PROT. OF TRAFFIC	1 LS	\$5,000.00	\$5,000.00	1	1	\$5,000.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$43,714.00</u>
LESS 0% RETAINAGE	<u>\$0.00</u>
SUBTOTAL	<u>\$43,714.00</u>
LESS AMOUNT PREVIOUSLY CERTIFIED	<u>\$0.00</u>
AMOUNT DUE THIS CERTIFICATE	<u>\$43,714.00</u>

SUMMARY

ORIGINAL CONTRACT AMOUNT \$43,920.00
CHANGE ORDERS (ADJUSTED AMOUNTS)

1	(\$206.00)
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS (\$206.00)
AMENDED CONTRACT AMOUNT \$43,714.00

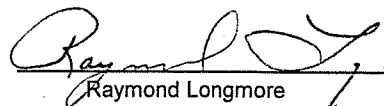
PAYMENTS CERTIFIED TO DATE (AMOUNT)

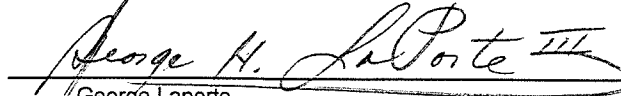
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00


TOTAL PAYMENTS CERTIFIED TO DATE (AMOUNT) \$0.00

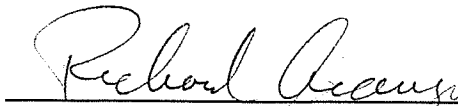
AMOUNT OF THIS CERTIFICATE \$43,714.00

TOTAL AMOUNT OF WORK COMPLETED \$43,714.00


Raymond Longmore 1-30-07
Contract Administrator Date


George Laporte 1/30/07
Inspection Supervisor Date


Richard G. Arango, P.E., C.M.E. 2/5/07
Municipal Engineer Date


Richard G. Arango, P.E., C.M.E. 2/5/07
Executive Vice President Date



REMINGTON, VERNICK & ARANGO ENGINEERS CONTRACTOR:
CHANGE ORDER #1 FINAL

01/29/07

Sullivan & Pigliacelli
 556 Roberts Ave.
 Bellmawr, NJ 08031
 856-933-0055

NAME OF PROJECT:

2006 CONCRET REPAIRS PROJECT PHASE I

PROJECT NUMBER:

0338T047

CLIENT:

TOWNSHIP OF WILLINGBORO

REASON FOR CHANGE:

QUANTITY CHANGES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
7E	CONCRETE SIDEWALK 4" THICK	56	SY	\$78.00	\$4,368.00
9E	CONCRETE DRIVEWAY 6" THICK APRON	5	SY	\$70.00	\$350.00
					<u>\$4,718.00</u>
REDUCTIONS					
1R	ROADWAY EXCAVATION,EARTH	5	CY	\$50.00	\$250.00
2R	DGA BASE COURSE 6" THICK	39	SY	\$30.00	\$1,170.00
3R	ASPHALT BASE COURSE ,1-2 4" THICK	11	TON	\$90.00	\$990.00
4R	ASPHALT SURFACE COURSE 1-5 2" THICK	7	TON	\$120.00	\$840.00
6R	MONOLITHIC ROLLED CURB & GUTTER	17	LF	\$42.00	\$714.00
8R	CONCRETE DRIVEWAY 6" THICK	16	SY	\$60.00	\$960.00
					<u>\$4,924.00</u>
	ORIGINAL CONTRACT AMOUNT				<u>\$43,920.00</u>
	+ EXTRA				<u>\$4,718.00</u>
	- REDUCTION				<u>(\$4,924.00)</u>
	ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1 FINAL				<u>\$43,714.00</u>

ACCEPTED BY:

Samuel P. Pigliuzzi 01-30-07
Sullivan & Pigliuzzi, Inc. Date

Robert A. Pate III 1/30/07
RV&A Inspection Dept. Date

Richard Arango 2/5/07
Municipal Engineer Date

RECOMMENDED BY:

Richard Arango 2/5/07
Richard G. Arango, P.E., C.M.E., Executive Vice Pres Date

APPROVED BY:

Joanne M. Dreyer 2/8/07
Township of Willingboro Date

Jeffrey E. Lemley 2/13/07

RESOLUTION NO. 2007 - 36
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

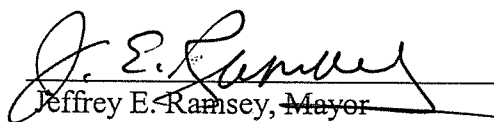
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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:

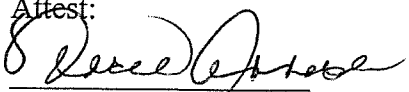
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 2/13, 2007, that an Executive Session closed to the public shall be held on 2/13, 2007, at 7:15 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.


 Jeffrey E. Ramsey, Mayor

Attest:



Marie Annese, RMC
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell				<input checked="" type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

RESOLUTION NO. 2007 - 37
**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

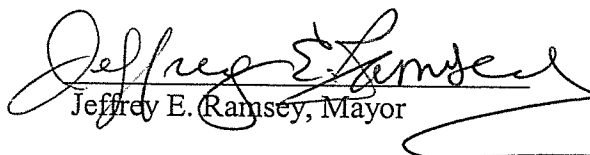
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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:

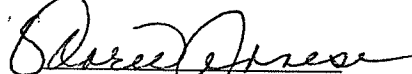
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 2/24, 2007, that an Executive Session closed to the public shall be held on 2/24, 2007, at 11:30 AM 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.


 Jeffrey E. Ramsey, Mayor

Attest:


 Marie Anese, RMC
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings				<input checked="" type="checkbox"/>
Mayor Ramsey	<input checked="" type="checkbox"/>			

RESOLUTION NO. 2007 – 38

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING CONSENT TO WILLINGBORO TOWN CENTER URBAN RENEWAL SEARS, L.L.C. PURSUANT TO N.J.S.A. 40A:12A-9 TO ENTER INTO SPECIFIC REAL ESTATE TRANSACTIONS INVOLVING THE REDEVELOPMENT AREA.

WHEREAS, the Willingboro Town Center Urban Renewal Sears, L.L.C. (hereinafter "Redeveloper") has made application to the Township of Willingboro (hereinafter "Township") for approval of development plans for Block 3, Lot 4.07 known as the "Sears Parcel Commercial Project" property; and

WHEREAS, the conceptual development plans have been reviewed and approved by the Willingboro Township Planning Board; and

WHEREAS, the development by Redeveloper, is in the best interest of the Township and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

WHEREAS, the Township and ReNEWal Willingboro, LLC, previously entered into an agreement entitled the "Redevelopment Agreement Between the Township of Willingboro and ReNEWal Willingboro, LLC, dated for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (hereinafter the "Property" or "Site") pursuant to a Redevelopment Plan adopted by the Township (hereinafter the "Redevelopment Plan"); and

WHEREAS, ReNEWal Willingboro, LLC, and Delco Development, L.L.C., entered into a Purchase and Sale Agreement on September 14, 2004, providing for the conveyance to Willingboro Town Center Urban Renewal Sears, L.L.C., as assignee of Delco Development L.L.C., as the purchaser therein, of a portion of the Sears Parcel site comprising approximately 3.74 acres of land appearing on the Township's current tax map as Lot 4.07 in Block 3, known as the Sears Parcel Commercial project Site; and

WHEREAS, in or about May 2005, the Township and Willingboro Town Center Urban Renewal Sears, L.L.C. (hereinafter "Redeveloper") entered into a "Redevelopment Agreement for A Commercial Development on Block 3, Lot 4.07, in the Willingboro Plaza Redevelopment Area of the Township of Willingboro and Burlington County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal Sears, L.L.C.", appointing Willingboro Town Center Urban Renewal Sears, L.L.C. as the redeveloper of Lot 4.07, Block 3; and

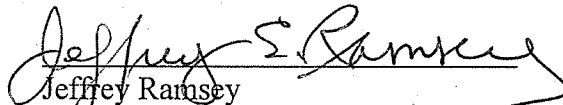
WHEREAS, Redeveloper intends to enter into a mortgage agreement with Yardville National Bank, ("Bank") to grant a mortgage on Block 3, Lot 4.07, the "Sears

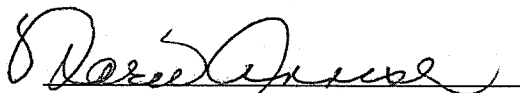
Pad Commercial project site" property, to secure a loan totaling twelve million four hundred thousand dollars (\$12,400,000.00) for the purpose of providing Construction loan financing in relation to the Sears Parcel Commercial project site property improvements, as well as other improvements of the project; and

WHEREAS, in accordance with N.J.S.A. 40A:12A-9, the Township hereby consents to the proposed mortgage agreement between Redeveloper, Willingboro Town center Urban Renewal Sears, L.L.C. and Yardville National Bank, provided said mortgage is in compliance with the Local Redevelopment and Housing Law 40A:12A-1, et seq., the Redevelopment Plan, Redevelopment Agreement between the Township and ReNEWal, and the Redevelopment Agreement between the Township of Willingboro and Willingboro Town Center Urban Renewal Sears, L.L.C.;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of February, 2007, that the Township of Willingboro hereby consents to the proposed mortgage agreement between Redeveloper and Yardville National Bank, subject to and provided said agreements are in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Plan.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Willingboro Town Center Urban Renewal Sears, L.L.C. for their information and attention.


Jeffrey Ramsey
Mayor


Marie Annese, RMC
Township Clerk

**RESOLUTION NO. 2007 - 39
RESOLUTION OF PARTICIPATION**

**A RESOLUTION APPROVING PARTICIPATION WITH THE
STATE OF NEW JERSEY IN SAFE AND SECURE COMMUNITIES
PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL
JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY IN THE
AMOUNT OF \$60,000**

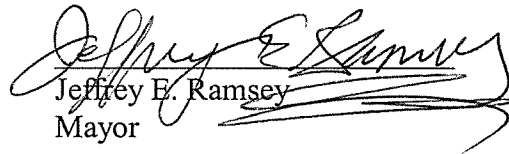
WHEREAS, the Township of Willingboro wishes to apply for funding for a project under the Safe and Secure Communities Program (Grant #P 4082); and

WHEREAS, the Willingboro Township Council has reviewed the accompanying application and has approved said request; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and Willingboro Township for the purpose described in the application.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of February, 2007, that:

1. As a matter of public policy Willingboro Township wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.


Jeffrey E. Ramsey
Mayor

Attest:



Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			



State of New Jersey
 OFFICE OF THE ATTORNEY GENERAL
 DEPARTMENT OF LAW AND PUBLIC SAFETY
 DIVISION OF CRIMINAL JUSTICE
 PO BOX 085
 TRENTON, NJ 08625-0085
 TELEPHONE: (609) 984-6500

To: Marie Curran
 for Mayors
 Signature
 4/13/07
 4/17/07
 \$50,000

JON S. CORZINE
 Governor

STUART RABNER
 Attorney General

GREGORY A. PAW
 Director

April 9, 2007

Joanne G. Diggs, Acting Township Manager
 Willingboro Municipal Complex
 1 Salem Road
 Willingboro, New Jersey 08046

**Re: Safe and Secure Communities Program
 Grant Number P-4082**

Dear Acting Township Manager Diggs:

We are pleased to advise you that your continuation funding application for a \$60,000 personnel grant under the New Jersey Safe and Secure Communities Grant Program has been accepted. Enclosed for your official grant file are the official copies of the accepted application and project budget.

The enclosed subgrant award/contract must be signed by the Mayor and returned to our office by May 11, 2007. Upon signature by the Attorney General, a copy of the executed award/contract will be returned for your file.



Review all of the enclosed documentation carefully to ensure accuracy. Should you have any questions regarding this matter, feel free to contact Peter J. Leland at (609) 984-2149.

Very truly yours,



Hedy Levine-Sabol, Chief
Program Development Section

enclosure(s)

- c Gregory Rucker, Acting Director of Public Safety
- Barbara Lightfoot, Acting Director of Finance
- Christine M. Zapicchi, Chief
- Bureau of Financial Regulation and Assistance
- Peter J. Leland, DCJ Program Analyst

[SS Rev'd 4/5/07]



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
SUBGRANT AWARD**

PROJECT TITLE SAFE AND SECURE COMMUNITIES PROGRAM	SUBGRANT AMOUNT STATE \$ 60,000 MATCH \$ Fringe Benefits TOTAL \$ 60,000
IMPLEMENTING AGENCY/PROJECT DIRECTOR Willingboro Police Department Joanne G. Diggs, Acting Township Manager	
SUBGRANTEE Township of Willingboro	DATE OF AWARD
STATE ACCOUNT NO. 07-100-066-1020-232	CFDA NO. N/A

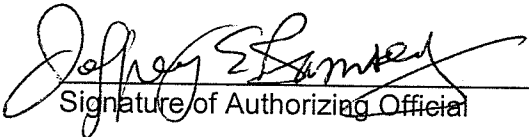
In accordance with the provisions of the Safe and Secure Communities Act of 1993, P.L. 1993, c.220 (N.J.S.A. 52:17B-159 et seq.), and based on the application, the Department of Law and Public Safety hereby awards to the above-named Subgrantee a subgrant in the amount specified for the purposes set forth in the approved application.

This subgrant is subject to the requirements set forth in the appropriate Federal Management Circulars, the General Conditions for subgrants promulgated by the Department of Law and Public Safety all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under OMB Circular A-133 and/or State Circular Letters 04-04-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This Subgrant Award incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBGRANTEE

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC
SAFETY



Signature of Authorizing Official

Attorney General or Designee

TYPED NAME OF OFFICIAL and TITLE
Jeffrey E. Ramsey
Mayor Willingboro Township

Date

N/A

L&PS Chief Fiscal Officer
(If applicable)

Subgrant Number: P-4082

Date Application Received: 3/05/07

N/A

L&PS Project Director
(If applicable)

Subgrant Period: 4/04/07 to 4/03/08

Subgrantee Fiscal Year Start Date: January

RESOLUTION NO. 2007 - 40
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

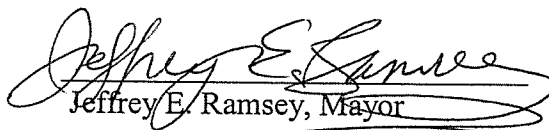
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters 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 2/27, 2007, that an Executive Session closed to the public shall be held on 2/27, 2007, at 9:00 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.


 Jeffrey E. Ramsey, Mayor

Attest:

 Marie Annesé, RMC
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			