

RESOLUTION NO. 2007 – 66

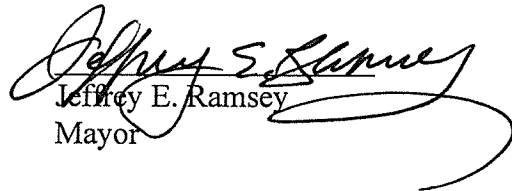
**A RESOLUTION REJECTING BIDS SUBMITTED FOR
DEPARTMENT OF PUBLIC WORKS SALT BARN**

WHEREAS, the Township Council of the Township of Willingboro requested that bids be submitted for the Department of Public Works Salt Barn; and


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

WHEREAS, it appears to be in the best interest of the Township of Willingboro to reject the bids submitted – as per the Engineer’s letter of recommendation dated April 5, 2007 and in accordance with N.J.S.A. 40A:11-13.2(a) whereby a contracting unit may reject all bids when the lowest bid substantially exceeds the cost estimates for the goods or services, or the contracting unit’s appropriation for the goods or services.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of May, 2007, that all bids are hereby rejected.

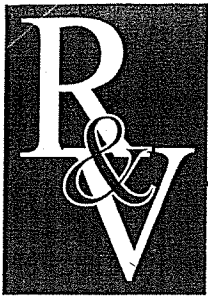

Jeffrey E. Ramsey
Mayor

Attest:



Marie Annese, RMC
Township Clerk

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



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
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 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.

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 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**

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 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)

April 5, 2007

Ms. Joanne Diggs, Acting Township Manager
 Township of Willingboro
 Municipal Complex
 1 Salem Road
 Willingboro, NJ 08046

Re: Township of Willingboro
 Department of Public Works Salt Barn
 Our File #0338-T-0452

Dear Ms. Diggs:

Enclosed, please find the bid tabulation for the above-referenced project along with the *original* bid documents received. These bids were received at the advertised, public bid opening on March 29, 2007, at 1:00 p.m. All bids received were in excess of the Engineers Estimate and allocated funds; therefore, we recommend all bids be rejected and the project re-advertised conditioned upon your solicitor's review.

If you have any questions, please feel free to call me at (856) 795-9595.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

K. Wendell Bibbs, P.E., C.M.E.
 Senior Associate

KWB/SMP/el

Enclosures

cc: Marie Annese, Clerk
 Mayor & Council, c/o Marie Annese, Clerk
 Michael Armstrong, Township Solicitor
 Eric Berry, Deputy Township Manager
 Richard Brevogel, Director of Public Works
 Barbara Lightfoot, Finance Director
 Richard G. Arango
 Syreeta Paul
 George LaPorte
 Raymond D. Longmore

t:\transportation_bridge\willingboro township\0338\052- salt storage facility\specs\bid rejection letter 4-5-07.doc

Earning Our Reputation Everyday Since 1901

APR 10 2007

Handwritten signature and initials

MEMORANDUM

TO: Frank J. Seney
K. Wendell Bibbs

FROM: Elaine E. Lashley

RE: Willingboro Township
Department of Public Works Salt Barn
Project No.: 0338T052

DATE: March 30, 2007

I have reviewed the bids submitted for the above-referenced project and have found apparent errors and/or omissions. There is a mathematical error in the bid submitted by Reilly Construction, Inc. The bid amount should be \$383,214.90, whereas \$383,304.00 was submitted. Also, the Non-Collusion Affidavit Form was **not** notarized. In the bid submitted by Bulk Storage Inc., there are mathematical errors on Line 7 ($1150 \times \$18.26 = \$20,999.00$), Line 8 ($1150 \times \$5.47 = \$6,290.50$), Line 15 ($250 \times \$19.39 = \$4,847.50$) and Line 16 ($250 \times \$11.51 = \$2,877.50$). A copy of the bid tabulation has been attached for your review.

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Reilly Construction, Inc.	\$383,304.00
Bulk Storage Inc.	\$453,481.00
Newport Construction Corp.	\$847,193.00

The average bid price is:	\$561,326.00
Engineer's Estimate for this project:	\$369,260.00

The lowest bidder is:	Reilly Construction, Inc.
The highest bidder is:	Newport Construction Corp.

REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME: WILLINGBORO DEPARTMENT OF PUBLIC WORKS SALT BARN
 PROJECT NUMBER: 03387052
 CLIENT: TOWNSHIP OF WILLINGBORO

Rellly Construction, Inc.
 118 S. Warren Street, Flr. 3
 Trenton, NJ 08608
 (609-278-3737)
 (BB, CS, SS, etc.)

Bulk Storage Inc.
 28101 South Yates Avenue
 Beecher, IL 60401
 (708-946-9595)
 (BB, CS, SS, etc.)

Newport Construction Corp.
 5032 Marlton Pike
 Pennsauken, NJ 08109
 (856-662-9500)
 (BB, CS, SS, etc.)

#	DESCRIPTION	QUANTITY & UNITS	RELLY CONSTRUCTION, INC.		BULK STORAGE INC.		NEWPORT CONSTRUCTION CORP.	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	SOIL EROSION & SEDIMENT CONTROL	1 LS	\$4,024.00	\$4,024.00	\$1,430.00	\$1,430.00	\$12,000.00	\$12,000.00
2	EXISTING SALT BARN DEMOLITION	1 LS	\$19,200.00	\$19,200.00	\$9,300.00	\$9,300.00	\$65,400.00	\$65,400.00
3	SITE PREPARATION & GRADING	1 LS	\$12,800.00	\$12,800.00	\$22,200.00	\$22,200.00	\$183,480.00	\$183,480.00
4	DYNAMIC COMPACTION 40' X 48' (957 TON MIN. CAPACITY) SALT BARN BUILDING, COMPLETE & INSTALLED INCLUDING A 15' X 26' STAINLESS STEEL OVERHEAD GARAGE DOOR AND OPERATOR	1 LS	\$4,675.00	\$4,675.00	\$0.00	\$0.00	\$33,600.00	\$33,600.00
5	25' X 48' LEAN-TO STRUCTURE, COMPLETE & INSTALLED	1 LS	\$225,500.00	\$225,500.00	\$250,330.00	\$250,330.00	\$360,000.00	\$360,000.00
6	DENSE GRADED AGGREGATE BASE COURSE, 10" THICK	1 SY	\$16.14	\$16,140.00	\$18.26	\$18,260.00	\$28.80	\$28,800.00
7	GEOTEXTILE SUPPORT FABRIC	1150 SY	\$1.78	\$2,047.00	\$5.47	\$6,290.50	\$2.16	\$2,484.00
8	HOT MIX ASPHALT BASE COURSE, MIX 1-2.7" THICK	500 TON	\$60.18	\$30,090.00	\$110.00	\$55,000.00	\$91.92	\$45,960.00
9	HOT MIX ASPHALT SURFACE COURSE, MIX 1-5.3" THICK	210 TON	\$101.49	\$21,312.90	\$112.50	\$23,625.00	\$121.20	\$25,452.00
10	NO ITEM	0 N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	TACK COAT	180 GAL	\$4.25	\$765.00	\$8.29	\$1,492.20	\$19.20	\$3,456.00
12	PRIME COAT	400 GAL	\$3.90	\$1,560.00	\$5.97	\$2,388.00	\$21.30	\$8,520.00
13	ELECTRICAL INSTALLATION, INCLUDING ALL MATERIALS, LABOR & EQUIPMENT NEEDED FOR FULLY FUNCTIONAL 100 AMP ELECTRICAL SERVICE TO SALT BARN	1 LS	\$10,240.00	\$10,240.00	\$16,500.00	\$16,500.00	\$19,400.00	\$19,400.00
14	TOPSOILING, 4" THICK FERTILIZER AND SEEDING, TYPE A-3	250 SY	\$7.20	\$1,800.00	\$19.39	\$4,847.50	\$68.40	\$17,100.00
15		250 SY	\$3.00	\$750.00	\$11.51	\$2,877.50	\$38.40	\$9,600.00
16	TOTAL CONSTRUCTION COST			\$383,214.90		\$453,479.70		\$847,193.00
				\$383,304.00 *		\$453,481.00 *		

* Mathematical Error

RESOLUTION NO. 2007 – 67

A RESOLUTION REJECTING BIDS SUBMITTED FOR WILLINGBORO TOWN CENTER FOUNTAIN REHABILITATION

WHEREAS, the Township Council of the Township of Willingboro requested that bids be submitted for the Willingboro Town Center Fountain Rehabilitation; and

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

WHEREAS, it appears to be in the best interest of the Township of Willingboro to reject the bids submitted – as per the Engineer’s letter of recommendation dated April 5, 2007 and in accordance with N.J.S.A. 40A:11-13.2(a) whereby a contracting unit may reject all bids when the lowest bid substantially exceeds the cost estimates for the goods or services, or the contracting unit’s appropriation for the goods or services.

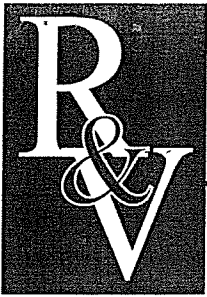
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of May, 2007, that all bids are hereby rejected.

Jeffrey E. Ramsey
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Table with columns: Abstain, Absent, Recorded Vote, Yes, No. Rows include Councilman Ayers, Councilman Campbell, Councilman Stephenson, Deputy Mayor Jennings, Mayor Ramsey.



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

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 CRAIG F. REMINGTON, P.L.S., P.P., Vice President

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 Thomas P. Beach, P.E., C.M.E.
 Richard G. Arango, P.E., C.M.E.

DIRECTOR OF OPERATIONS
 CORPORATE SECRETARY
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 Leonard A. Faiola, P.E., C.M.E.

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

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 (732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2
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 (302) 266-6208 (fax)

**Remington, Vernick
 & Arango Engineers**
 243 Route 130, Suite 200
 Bordentown, NJ 08505
 (609) 298-6017
 (609) 298-8257 (fax)

April 5, 2007

Ms. Joanne Diggs, Acting Township Manager
 Township of Willingboro
 Municipal Complex
 1 Salem Road
 Willingboro, NJ 08046

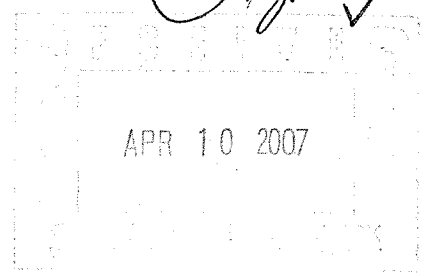
**Re: Township of Willingboro
 Willingboro Town Center Fountain Rehabilitation
 Project No.: 0338G003**

Dear Ms. Diggs:

Enclosed please find the original bid packages for the above-captioned project. We have tabulated the bids received on March 16, 2007, with reference to the above-captioned project and found the low bidder to be RJR Engineering Co., 105 Guinea Hollow Rd., Califon, New Jersey 07830 in the amount of \$30,000.00.

However, it has recently been brought to our attention there are some control instrumentation systems that were not included from the manufacturer as part of the original scope when the water fountain was initially built. This control instrumentation system is vital, as it controls the fountain pump and operations based on weather factors, such as wind velocity and temperature. Also, some safety concerns were raised regarding public access to the fountain jets, as the existing pumps do not have a protective barrier such as a fence to prevent pedestrians from accessing the area once the fountain is activated. These issues cause safety and liability concerns for the Township; hence, it is Remington & Vernick Engineer's recommendation to reject all bids for further engineering investigation.

If the Mayor, Council, and Town Solicitor find our recommendation acceptable, please have a resolution prepared for rejection of the bids placed on the next available Town Council meeting agenda.



Township of Willingboro
Page 2
April 5, 2007

If you have any questions, please feel free to call me at (856) 795-9595.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.


K. Wendell Bibbs, P.E., C.M.E.
Senior Associate

KWB/SMP/el

Enclosures

cc: Mayor & Council, c/o Marie Annese, Clerk
Michael Armstrong, Township Solicitor
Eric Berry, Deputy Twp. Mgr.
Richard Brevogel, Director of Public Works
Richard G. Arango
Syreeta Paul
George LaPorte
Raymond D. Longmore

MEMORANDUM

TO: K. Wendell Bibbs
Frank J. Seney

FROM: Elaine E. Lashley

RE: Township of Willingboro
Willingboro Town Center Fountain Rehabilitation
R&V Project No.: 0338G003

DATE: March 20, 2007

I have reviewed the bids submitted for the above-referenced project and have found an apparent omission in the bid documents submitted. There is no copy of the New Jersey "Business Registration Certificate" included in the documents submitted by RJR Engineering Co. A copy of the bid tabulation has been attached for your review.

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
RJR Engineering Co.	\$30,000.00
J. H. Williams Enterprises, Inc.	\$39,490.00
The average bid price is:	\$34,745.00
Engineer's Estimate for this project:	\$19,800.00

The low bidder is: RJR Engineering Co.
The high bidder is: J. H. Williams Enterprises, Inc.

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME:
 WILLINGBORO TOWN CENTER FOUNTAIN REHABILITATION

PROJECT NUMBER:
 0338G003
 CLIENT:
 TOWNSHIP OF WILLINGBORO

RJR Engineering Co.
 105 Guinea Hollow Road
 Califon, NJ 07830
 (908-832-7899)
 ((BB, CS, SS, etc.))

J. H. Williams Enterprises, Inc.
 575 Moorland Avenue
 Burlington, NJ 08016
 609-387-2422
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	Electrical Work Items & Improvements (Complete & Installed), Including any and all Appurtenance.	1	LS	\$5,000.00	\$5,000.00	\$12,400.00	\$12,400.00
2	Mechanical Work, General Work, and Plumbing Work (Complete & Installed). Including; Cleaning, Testing, Operation, and "Winterization" Pursuant With Manufacturers Recommendations.	1	LS	\$16,500.00	\$16,500.00	\$18,240.00	\$18,240.00
3	Allocation for the Subcontracting of the Manufacturer's Consulting	1	LS	\$3,500.00	\$3,500.00	\$3,850.00	\$3,850.00
4	Owners Allocation / Allotment for Unforeseen Conditions and / or Repairs. As Authorized and Approved by the Engineer (If & Where Directed).	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL CONSTRUCTION COST					\$30,000.00		\$39,490.00

RESOLUTION 2007 - 68

RESOLUTION OF THE TOWNSHIP OF WILLINGBORO,
BURLINGTON COUNTY APPOINTING A MUNICIPAL
HOUSING LIAISON

WHEREAS, the Township of Willingboro (hereinafter "Willingboro" or "the Township") is currently in the process of drafting its Housing Element and Fair Share Plan which it will submit to the Court or to COAH for approval; and

WHEREAS, Willingboro's Fair Share Plan will promote an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., Willingboro is required to appoint a Municipal Housing Liaison for the administration of Willingboro's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

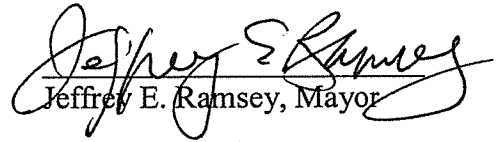
WHEREAS, Willingboro has amended Chapter XXVIII entitled Affordable Housing/COAH to provide for the appointment of a Municipal Housing Liaison to administer Willingboro's affordable housing program.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Willingboro in the County of Burlington, and the State of New Jersey, assembled in public session this 8th day of May, 2007, that Mr. Duane Wallace is hereby appointed by the Governing Body of Willingboro as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Sections 1, 2, 3, 4, 5 and 6 of Willingboro's General Ordinance – Chapter XXVIII Affordable Housing/COAH .

Attest:



Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey, 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"/>			

JR



*Caroline
Lynn
Zol*

State of New Jersey
COUNCIL ON AFFORDABLE HOUSING

APR 24 2007

101 SOUTH BROAD STREET
PO Box 813
TRENTON, NJ 08625-0813
(609) 292-3000
FAX: (609) 633-6056
coahmail@dca.state.nj.us

JON S. CORZINE
Governor

SUSAN BASS LEVIN
Commissioner
LUCY VOORHOEVE
Executive Director

April 20, 2007

The Honorable Jeffrey E. Ramsey
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Mayor Ramsey:

I am writing to each municipality that has taken the important step of adopting an inclusionary zoning ordinance (otherwise known as a growth share ordinance) to further the production of affordable housing in New Jersey. **On April 2nd, the Appellate Division granted COAH's motion for a stay to allow municipal inclusionary zoning ordinances (growth share ordinances) to remain in effect pending the adoption of COAH's rules.**

A record number of 135 municipalities have adopted these ordinances as a result of COAH's third round regulations. This decision supports municipalities' efforts to provide affordable housing in their communities. COAH stated in its motion that "irreplaceable resources will be lost to affordable housing if the ordinances do not remain in effect at this time."

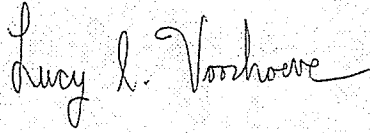
The direct language from the Appellate Division decision follows: "A stay is granted as to any municipal ordinance in effect at the time of issuance of the opinion. The validity of any ordinance should be tested on a case-by-case basis after COAH promulgates new rules in accordance with this court's opinion."

In light of the Appellate Division's decision granting the stay, COAH strongly encourages all municipalities that had growth share ordinances in place at the time of the January 25, 2007 Appellate Division decision to continue to implement these ordinances. COAH is continuing to work with municipalities that have submitted plans in order to ensure that affordable housing production continues.



Please know that we appreciate the steps that you have taken to preserve and provide affordable housing. We encourage you to continue to use the growth share ordinance as an effective tool for providing affordable housing. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Lucy L. Voorhoeve". The signature is written in dark ink and is positioned above the typed name.

Lucy Voorhoeve
Executive Director



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
 101 SOUTH BROAD STREET
 PO Box 813
 TRENTON, NJ 08625-0813
 (609) 292-3000
 FAX: (609) 633-6056
 coahmail@dca.state.nj.us

JR

SUSAN BASS LEVIN
Commissioner
 LUCY VOORHOEVE
Executive Director

JON S. CORZINE
Governor

April 10, 2007

APR 13 2007

Dear Mayor:

In February, the Council on Affordable Housing (COAH) sent a letter asking you to identify your Municipal Housing Liaison (MHL) and the Administrative Agents (AA) responsible for the administration of affordable housing projects and programs in your municipality. To date, COAH has not yet received that information. All municipalities with affordable housing programs are required to create by ordinance the position of Municipal Housing Liaisons (MHL) and to appoint by resolution a municipal employee to the position. A model ordinance and resolution are available on the COAH website at www.nj.gov/dca/coah under "Resources for Housing Administrators".

COAH has scheduled its educational programs which are required for all MHLs. Training programs for Administrative Agents (AA) are being scheduled for the near future. Please complete the attached MHL/AA Information Form and submit to COAH as soon as possible, but no later than April 20, 2007. The form is also available on the COAH website. You should submit the information for the MHL even if you have not yet adopted the ordinance and resolution so your MHL is able to register for the training program.

If you have any questions, please contact Barbara Walsh at 609-292-3171.

Sincerely,

Lucy Voorhoeve
 Executive Director



Please submit the following information to:

Kathleen McGlinchy
Manager, Monitoring Unit
Division of Plan Administration
Council on Affordable Housing
P. O. Box 813
Trenton, NJ 08619
Fax: 609-633-6056
E-mail: kmcglinchy@dca.state.nj.us

* required information

Municipal Housing Liaison (COAH requires each municipality to designate a municipal employee as its Housing Liaison)

* Name: _____

* Title: _____

* Municipality: _____

* Address: _____

* Phone #: _____ * FAX #: _____

* E-mail: _____ Cell: _____

For each development and/or program in the municipality that contains restricted affordable units, please list the administrative agent responsible for administering the affordable units:

* Development / Program: _____

* Name: _____

* Title: _____

* Organization: _____

* Address: _____

* Phone #: _____ * FAX #: _____

* E-mail: _____ Cell: _____

* Development / Program: _____

* Name: _____

* Title: _____

* Organization: _____

* Address: _____

* Phone #: _____ * FAX #: _____

* E-mail: _____ Cell: _____

* Development / Program: _____

* Name: _____

* Title: _____

* Organization: _____

* Address: _____

* Phone #: _____ * FAX #: _____

* E-mail: _____ Cell: _____

* Development / Program: _____

* Name: _____

* Title: _____

* Organization: _____

* Address: _____

* Phone #: _____ * FAX #: _____

* E-mail: _____ Cell: _____

Please make additional copies of the form, if needed.

COAH Training For Municipal Housing Liaisons



COAH and the Rutgers University Center for Government Services are hosting training sessions for Municipal Housing Liaisons throughout New Jersey. The training course is required for all Municipal Housing Liaisons.

RUTGERS

Edward J. Bloustein School
of Planning and Public Policy

All sessions are identical and will cover such topics as:

- What is Affordable Housing?
- The Housing Element & Fair Share Plan
- The Municipal Affordable Housing Process
- The COAH Process
- The Affordable Housing Administrative Process

Council On Affordable Housing
101 South Broad Street
P.O. Box 813
Trenton, New Jersey 08625-0813
Susan Bass Levin, Chair
Lucy Voorhoeve, Executive Director
Phone: (609) 292-3000
Fax: (609) 633-6056
Email: coahmail@dca.state.nj.us
Website: www.nj.gov/dca/coah

Dates and Locations:

ALL SESSIONS ARE 8:30 am - 4:30 pm
(check COAH's website for directions)

Thursday, May 10, 2007

Holiday Inn
151 Route 72 East
Manahawkin, NJ

Friday, May 18, 2007

Bloustein School of Planning and Public Policy
33 Livingston Avenue
New Brunswick, NJ

Wednesday, May 23, 2007

Bergen County Housing Authority
25 Rockwood Place
Second Floor
Englewood, NJ

REGISTRATION IS REQUIRED.

A registration form is available on COAH's website and must be submitted to Rutgers by mail or fax.

The training course is free for appointed Municipal Housing Liaisons and \$122 for other interested persons.

Each course will break for lunch, but **lunch will not be provided.**

Registration

If you are a designated Municipal Housing Liaison listed on COAH's website, fill in the form below and mail it to the address indicated. NO payment is necessary. Registrations also may be faxed to 732/932-3586. We must receive MHL registrations at least five days prior to the course date. At that time, if space is available, registrations will be accepted from those who are not MHL's. The registration fee for anyone who is not a Municipal Housing Liaison is \$122, and payment must accompany the registration form. Walk-ins WILL NOT be accepted.

You will receive a confirmation only if you provide an email address on your registration form. The University reserves the right to cancel any course if there are insufficient registrations. You will be notified of a cancellation by telephone or email approximately five days prior to the date of the event.

Continuing Education Credits

Six technical continuing education credits will be awarded to those municipal housing liaisons who currently hold a Rutgers Planning Board/Zoning Board Secretary, Land Use Administrator or Zoning Official Certificate. Application has been made to NJDCA for 6 professional development contact hours for Certified Municipal Clerks.

Directions to facilities are available at www.state.nj.us/dca/coah.

Questions? Call 732/932-3640, ex. 625

Registration Form--COAH/MHL Training Spring 2007



RUTGERS

Please check one:

I am the Municipal Housing Liaison in the municipality of _____.

I am not a Municipal Housing Liaison but would like to attend the MHL training if space is available.

*Select the session you wish to attend by checking the appropriate box and completing the registration information.
Your Social Security number is required for registration.*

May 10 in Manahawkin (#7276A) May 18 in New Brunswick (#7276B) May 23 in Englewood (#7276C)

Name: _____ Social Security No.: _____

Phone: *Work* _____ *Home* _____ *FAX* _____

Work Address: _____ E-mail: _____

A registration fee of \$122 must accompany this form if you are not an MHL. Municipal vouchers and purchase orders are accepted. All checks and purchase orders should be made payable to Rutgers, The State University of New Jersey.

Fax to: 732/932-3586

Check Voucher VISA Mastercard

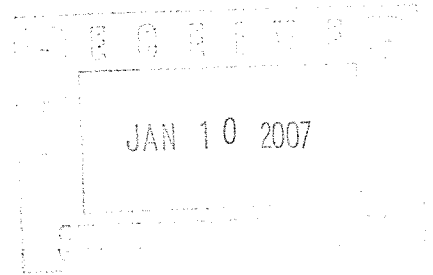
Mail to: *COAH Training
Center for Government Services
Rutgers, The State University of NJ
33 Livingston Avenue, Suite 200
New Brunswick, NJ 08901*

Credit Card No.: _____

Expiration Date: _____

Signature: _____

JR



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO Box 813
TRENTON, NJ 08625-0813
(609) 292-3000
FAX: (609) 633-6056
coahmail@dca.state.nj.us

JON S. CORZINE
Governor

SUSAN BASS LEVIN
Commissioner
LUCY VOORHOEVE
Executive Director

January 8, 2007

The Honorable Jeffrey E. Ramsey
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Dear Mayor Ramsey:

On December 13, 2006, the Council on Affordable Housing (COAH) voted to propose amendments to its Third Round Rules regarding the calculation of payments in lieu of construction and other issues and clarifications such as exclusions from the growth share obligation, the determination of eligible rental bonuses, and the requirement for obtaining initial plan endorsement which may impact your municipality.

The proposed rule amendments are scheduled to be published in the New Jersey Register on January 16, 2007 and open to a public comment period until March 17, 2007. We invite you to comment on the proposed regulations. A copy of rule summary and proposal is enclosed for your review. The full text of the proposal (pending review and publication by the Office of Administrative Law) is also available on COAH's website at www.nj.gov/dca/coah and will be available through the New Jersey Register after January 17 at www.lexisnexis.com/njoal.

Sincerely,

Lucy Voorhoeve
Executive Director

Enclosure



COMMUNITY AFFAIRS

NEW JERSEY COUNCIL ON AFFORDABLE HOUSING

Substantive Rules of the New Jersey Council on Affordable Housing for the Period Beginning on (the Effective Date of these Rules)

Growth Share Exclusions, Payment in Lieu of Construction Calculation, and Clarifications

Proposed Rule Amendment: N.J.A.C. 5:94-1.4, 2.2, 2.3, 2.4, 3.2, 3.3, 4.4, 4.8, 4.11, 4.16, 4.20, 4.22, 5.1, 5.2, 6.7, 6.11 and Appendix E

Authorized By: New Jersey Council on Affordable Housing, Lucy Voorhoeve, Executive Director

Authority: N.J.S.A. 52:27D-301 et seq.

Calendar Reference: See Summary below for explanation of exception to calendar requirement.

Proposal Number: PRN _____

Submit comments by March 17, 2007 to:
Lucy Voorhoeve, Executive Director
NJ Council on Affordable Housing
PO Box 813
Trenton, NJ 08625-0813

All comments should be identified by the applicable N.J.A.C. citation and submitted in the following format:

“5:94-14-7(b). Comment: The definition of household should be changed to delete the reference to persons under age 18.” This may be followed with any supporting reasons, references, and any other additional information that the commenter wishes to provide.

The Council encourages comments to be submitted in electronic form to COAHmail@dca.state.nj.us to enable an expeditious review and response. Such comments should include the words “Rule Comments” in the subject box. The Council will also accept written comments sent via mail **and or fax at (609) 633-6056**, but requests a follow-up PC-formatted disk in Microsoft Word to be delivered as soon as possible thereafter to enable comments to be processed electronically. Fax copies shall also be followed by a mailed copy if a disk is not possible.

The agency proposal follows:

Summary

The Fair Housing Act, N.J.S.A. 52:27-301 et seq. (Act), enacted by the New Jersey Legislature in response to the New Jersey Supreme Court’s decisions in the Mt. Laurel cases Burlington County N.A.A.C.P. v. Township of Mount Laurel, 67 N.J. 151 (1975), (Mt. Laurel I) and South Burlington County N.A.A.C.P. v. Mount Laurel, 92 N.J. 158 (1983) (Mt. Laurel II), established an 11-member Council on Affordable Housing. This body of case law created a constitutional obligation to provide, through municipal land use regulations, a realistic opportunity for a fair share of regional current and future need for housing low and moderate income households.

The Act permits officials at the municipal level to prepare a Housing Element and Fair Share Plan that addresses the municipal fair share for low and moderate income

growth projections and also adds the Highlands Council, the Meadowlands Commission, and the Pinelands Commission to the list of agencies from which COAH may seek guidance. N.J.A.C. 5:94-2.3 also changes the requirement for obtaining initial plan endorsement from three years from the date of filing a plan with COAH to three years from the Council's grant of substantive certification.

The proposed rule at N.J.A.C. 5:94-2.4 adds two residential uses that are permitted to be excluded from the projection of the residential growth share. Hotels, motels and dormitories are to be classified as non-residential construction, which is also noted in the proposed amendment to COAH's Appendix E, and is intended to be included in this section for further clarification. The rule proposal also excludes farm labor housing on the basis that this housing is specifically designed for farm laborers and, although not deed restricted affordable housing, is so integrated within the commercial farm that it could not be sold or rented as market rate housing.

The proposed rule at N.J.A.C. 5:94-3.2 clarifies that bonuses granted for surplus credits from a municipality's prior Fair Share Plan may be carried forward to the degree permitted by the existing second round rules at N.J.A.C. 5:93-5.15(d)3 and existing third round rules at N.J.A.C. 5:94 Appendix C, which state that the bonus credits may not exceed the recalculated prior round rental obligation.

The proposed rule at N.J.A.C. 5:94-3.2 and 3.3 clarifies that unbuilt sites may be applied against any portion of a municipality's total third round plan subject to certain criteria.

The proposed rule at N.J.A.C. 5:94-4.4 deletes the option for payments in lieu to be negotiated between the municipality and the developer and instead establishes a standard guideline for establishing the amount of payments in lieu of constructing affordable units on site to better assist municipalities and ensure that the amount is determined consistently throughout the State. The payment in lieu amount is to be based upon one of three methods, or a combination thereof. A more detailed description of the calculations follows.

For a payment in lieu amount based on new construction, residential land value was established by analyzing over 17,000 Home Owner Warranty policies issued during the first nine months of 2006. Land values were based on 25 percent of the first quartile of all new homes throughout the state grouped by COAH region.

To establish development costs, the Council assumed that a development with affordable units would commonly take place in a multi-family dwelling without an elevator. Additional assumptions regarding development hard costs, related soft costs, and the developer's fee were drawn from the cost criteria included in a current rulemaking proposal by the New Jersey Department of Community Affairs, which proposes revisions to its rules at N.J.A.C. 5:43-1 *et seq.* regarding the Neighborhood Preservation Balanced Housing Program. To arrive at unit costs, a typical unit was calculated to include 920 square feet based on the bedroom distribution criteria outlined in the HMFA's rule at N.J.A.C. 5:80-26.3, commonly referred to as the Uniform Housing Affordability Controls.

Finally, development costs have been offset by the estimated proceeds from the sale of the affordable unit or the capitalization of rental income, resulting in the required subsidy amount. The subsidy amount would then be divided by eight to determine a per market-rate residential payment in lieu or by 25 to determine a per job non-residential

The proposed rule at N.J.A.C. 5:94-5.2 clarifies that the age-restricted maximum for Regional Contribution Agreements does not apply to a specific project or RCA, but to the sum of units transferred from a specific sending municipality.

The proposed rule at N.J.A.C. 5:94-6.7 corrects the rule reference to accurately reflect COAH's rules.

The proposed rule at N.J.A.C. 5:94-6.11 clarifies that section (b) applies if a municipality chooses to invest its affordable housing trust fund money in the State Cash Management Fund and requires that a three-party, not a two-party escrow agreement be completed. A municipality may still invest its affordable housing trust fund money in a cash management fund offered by any other banking institution, subject to the requirements of N.J.A.C. 5:94-6.11(a).

The proposed rule at Appendix E of N.J.A.C. 5:94 includes a re-classification of A3 "Assembly" uses constructed by institutions of higher education as E "Schools K-12" to more accurately represent the jobs generated by such construction and the actual use of the structures for educational purposes. While every attempt was made by COAH in its original rule adoption to isolate specific uses for the purpose of allocating commensurate job generation, the only readily identifiable standard in New Jersey is UCC use groups. These designations represent the construction code criteria that must be adhered to during construction but do not reflect ultimate "uses" as the term use group implies. For example, universities where the creation of structural space incorporates a wide variety of UCC defined use groups into the campus type of development are generally constructed for the single-purpose of higher education. Furthermore, most buildings classified as A3 constructed by institutions of higher education are expansions of existing campuses and are occupied largely by existing staff and students, rather than new employees. COAH conducted an analysis of the total jobs per square feet, using Rutgers University as a surrogate, and found the ratio used for Use Group E to be more representative. Because Rutgers University is the largest institution of higher education in New Jersey, and still incorporates a variety of smaller campus types at several locations, it represents a reasonable standard. The proposed rule also excludes parking garages from the calculation of the growth share obligation, as these structures are generally an accessory to another use and not an individual job generator. Consistent with the amendment proposed to N.J.A.C. 5:94-2.4, dormitories have been added to the ratio established for use group R1 which includes hotels and motels.

As the Council has provided a 60-day comment period for this notice of proposal, this notice is excepted from the rulemaking calendar requirements, pursuant to N.J.A.C. 1:30-3.3(a)5.

Social Impact

The proposed amendment will have a positive impact for low and moderate income households, as it fosters the provision of affordable housing available to the general public by clarifying and modifying various aspects of the rules, including the calculation of payments in lieu of construction and rental bonuses, reductions for unbuilt affordable housing sites, controls on affordability for alternative living arrangements, timeframes for obtaining plan endorsement from the State Planning Commission, the extension of expiring affordability controls on rental units, determination of the percentage of age-restricted units that may be transferred via an RCA, and clarification of

Smart Growth Statement

These proposed new rules are consistent with the New Jersey State Development and Redevelopment Plan (SDRP), which fosters Smart Growth. The third round rules ensure that the provision of affordable housing is tied to the actual future growth of municipalities. The proposed rules are in line with and further that state policy. The proposed rules provide additional time for municipalities participating in the COAH process to obtain initial plan endorsement. The proposed rules also permit COAH to confer with the Highlands Council, the Meadowlands Commission and the Pinelands Commission on municipal growth projections and make discretionary COAH receipt of a recommendation from the Office of Smart Growth on the validity of lower municipal growth projections. These changes will provide opportunities for greater input from a variety of state agencies and provide a more efficient use of the resources of the Office of Smart Growth.

Full text of the new rule follows (additions indicated in boldface and underlined **thus**; deletions indicated in brackets [thus])

5:94-1.4 Definitions

“Farm labor housing” means housing constructed on a commercial farm as defined by the Right to Farm Act (N.J.S.A. 4:1C-1 et. seq.) for any person (and the family of such person) who receives a substantial portion of his or her income from primary production of agricultural or aquacultural commodities or the handling of such commodities in the unprocessed stage.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell **or rent** at any price [determined by a willing seller and a willing buyer].

[“RCA recipient certification” means the determination of the Council that a receiving municipality in an RCA has met the criteria in N.J.A.C. 5:95-11.4 in at least one of four housing categories established in N.J.A.C. 5:95-11.4(b).]

5:94-2.2 Preparing a Housing Element

(a) (No change.)

(b) Supporting information to be submitted with the Housing Element shall include:

1. A projection of the municipality’s probable future construction of housing for ten years covering the period January 1, 2004 through January 1, 2014 based upon the following minimum information for residential development:
 - i. Certificates of occupancy issued since January 1, 2004;
 - ii Construction and demolition permits issued and projected;
 - iii. Approvals of applications for development; and
 - vi.]iv.** Historic trends, of, at least, the past ten years, which shall include demolitions and certificates of occupancy issued;
2. (No change.)
3. An analysis of how existing zoning or planned changes in zoning provide adequate capacity to accommodate residential and non-residential growth projections consistent with the municipal growth projections calculated

5:94-2.3 Growth projection consistency with the State Development and Redevelopment Plan; Plan endorsement

- (a) Municipal growth projections that are consistent with the projections provided pursuant to N.J.A.C. 5:94-2.2(b)[4]3 shall have a presumption of validity in a petition for substantive certification.
- (b) If the growth projections in a municipality's Housing Element and Fair Share Plan used to determine the municipal growth share obligations pursuant to N.J.A.C. 5:94-2.4 are **less than** [not consistent with] the projections provided pursuant to N.J.A.C. 5:94-2.2(b)[4]3, the Council may reject the municipality's petition for substantive certification unless the municipality demonstrates to the Council the validity of the analysis required in N.J.A.C. 5:94-2.2(b)[5]4. The Council [shall] **may** obtain a recommendation from the Executive Director of the Office of Smart Growth, **the Highlands Council, the Meadowlands Commission or the Pinelands Commission** on the validity of the alternate projections.
- (c) A municipality that has received a grant of substantive certification from the Council shall obtain initial plan endorsement from the State Planning Commission [by the three-year anniversary review] **within three years of the date of the Council's grant of substantive certification**. A municipality that has not received initial plan endorsement **within the time prescribed** may be subject to Council action, including revocation of the municipality's substantive certification.

5:94-2.4 Projecting growth share obligations

- (a) Municipalities shall project the residential component of growth share obligations for the period January 1, 2004 to January 1, 2014 based on the data and analysis of growth projections pursuant to N.J.A.C. 5:94-2.2. Residential growth share obligations shall be projected as follows:
 - 1.-4. (No change.)
 5. **Residential uses such as hotels, motels, and dormitories classified as R1 or R2 by the Uniform Construction Code (UCC) that are projected to be constructed after January 1, 2004 shall be excluded from residential growth and included in the non-residential growth projection pursuant to (b) below.**
 6. **Farm labor housing constructed on a commercial farm as defined by the Right to Farm Act (N.J.S.A. 4:1C-1 et. seq.) and classified as R2, R3, or R5 by the Uniform Construction Code (UCC) that is projected to be constructed after January 1, 2004 shall be excluded from residential growth for the purposes of projecting the growth share.**
- (b)-(c) (No change.)

5:94-3.2 Credits

- (a) (No change.)

- ii. Market conditions create a realistic opportunity for the affordable housing to be constructed; and
 - iii. Unconditional zoning on the site has been adopted prior to the filing of a third round Housing Element and Fair Share Plan
2. Sites that no longer present a realistic opportunity shall not be eligible to receive a reduction toward any portion of a municipal Fair Share Plan. If the Council determines that the site continues to present a realistic opportunity, but can realistically accommodate a lower number of units than proposed in the 1987-1999 Fair Share Plan, the municipality shall receive a reduction for the lower number.
 3. Sites that address the 1987-1999 housing need and are found to present a realistic opportunity pursuant to the provisions above shall be reviewed again at the three-year anniversary review pursuant to N.J.A.C. 5:95-9. If a site has not developed, a municipality may be required to amend its plan to address the shortfall created in the plan in accordance with the mechanisms described in N.J.A.C. 5:94-4.

5:94-4.4 Municipal zoning options

(a)-(b) (No change.)

- (c) The amount of payments in lieu of constructing affordable units on site shall be [negotiated between the municipality and the developer] **established by ordinance and shall be based on an analysis of the net cost of subsidizing affordable housing within the municipality, which utilizes one or more of the techniques in 1. - 3. below and which may be combined to establish a blended rate based on the municipality's proposed use of funds. Anticipated proceeds from the sale or rental of these units shall be calculated to conform to the income stratification and bedroom distribution criteria outlined in N.J.A.C. 5:80-26.1 et seq. Payment in lieu amounts shall be re-established periodically but not less frequently than at the third, fifth and eighth year plan reviews established pursuant to N.J.A.C. 5:95-9.**

1. **Amounts established for payments in lieu of constructing affordable units that are based on constructing new residential units pursuant to N.J.A.C. 5:94-4.6 shall be based on the sum of development hard costs, related soft costs and developer's fees pursuant to the cost containment provisions of N.J.A.C. 5:43-1 et seq. and land costs equal to 25 percent of the first quartile of new construction costs as reported to the Homeowner Warranty Program and totaled by Region. Average construction costs and offsetting proceeds anticipated from the sale of the unit or the capitalization of rental income shall be published annually by the Council. The initial determination of these costs is as follows, which is valid until [one year from the effective date of these rules]:**

5:94-4.11 Municipally sponsored rental program

- (a) A municipality shall receive credits against its affordable housing obligation for units purchased **or subsidized through a written agreement with the property owner** and rented to low- and moderate-income households if the following conditions are met:
- (b) (No change.)

5:94-4.16 Extension of expiring controls

- (a) A municipality shall receive a new construction credit for each low or moderate income [for-sale] housing unit that is subject to affordability controls that are scheduled to expire during the 1999-2014 period if the affordability controls are extended in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq.
- (b) A municipality shall be required to obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted [ownership] unit meets all code standards upon the first transfer of title following a 30-year interval from the date of the issuance of the initial certificate of occupancy or a ten-year interval in the case of a municipality that receives State aid pursuant to P.L. 1978, c. 14 (N.J.S.A. 52:27D-178 et seq.).
- (c) (No change.)

5:94-4.20 Rental Housing

- (a)-(c) (No change.)
- (d) A municipality shall receive two units of credit for each affordable rental unit provided in the municipality [and available to the general public] **that is** in excess of the rental obligation pursuant to (a) above, **provided a minimum of 50 percent of the rental obligation has been met with rental units not restricted pursuant to N.J.A.C. 5:94-4.7, N.J.A.C. 5:94-4.8 or N.J.A.C. 5:94-4.19.** No rental bonuses shall be granted for rental units that address the municipality's rental obligation **or rental units provided pursuant to N.J.A.C. 5:94-4.7, N.J.A.C. 5:94-4.8 or N.J.A.C. 5:94-4.19.**
- (e)-(f) (No change.)

5:94-4.22 Bonus Credit for Very Low Income Units

Notwithstanding the provisions of N.J.A.C. 5:94-4.20(d), a municipality shall receive two units of credit for affordable units [available] **deed restricted to be affordable** to households [of the general public] earning 30 percent or less of median income by region. **No bonuses shall be granted for units provided pursuant to N.J.A.C. 5:94-4.7, N.J.A.C. 5:94-4.8 or N.J.A.C. 5:94-4.19.**

5:94-5.1 General provisions

- (a)-(b) (No change.)
- (c) The Council shall maintain current lists of municipalities which have notified it of an intent to enter into regional contribution agreements (RCAs) as receiving municipalities and shall provide copies of such lists to potential sending municipalities as requested. [Receiving municipalities with a history of

DRAFT – Pending Review and Publication by the Office of Administrative Law

Use Group	Description	Square Feet Generating One Affordable Unit	Jobs Per 1,000 Square Feet
B	Office buildings. Places where business transactions of all kinds occur. Includes banks, corporate offices, government offices, professional offices, car showrooms and outpatient clinics.	8,333	3
M	Mercantile uses. Buildings used to display and sell products. Includes retail stores, strip malls, shops and gas stations.	25,000	1
F	Factories where people make, process, or assemble products. Includes automobile manufacturers, electric power plants, foundries, and incinerators. F use group includes F1 and F2.	12,500	2
S	Storage uses. Includes warehouses, [parking garages,] lumberyards, and aircraft hangers but excludes parking garages . S group includes S1 and S2. .	125,000	0.2
H	High Hazard manufacturing, processing, generation and storage uses. H group includes H1, H2, H3, H4 and H5.	25,000	1
A1	Assembly uses including concert halls and TV studios.	12,500	2
A2	Assembly uses including casinos, night clubs, restaurants and taverns.	8,333	3
A3	Assembly uses including libraries, lecture halls, arcades, galleries, bowling alleys, funeral parlors, gymnasiums and museums but excluding houses of worship	8,333	3
A4	Assembly uses including arenas, skating rinks and pools.	8,333	3
A5	Assembly uses including bleachers, grandstands, amusement park structures and stadiums	Exclude	Exclude
E	Schools K – 12 (includes A3 uses constructed by institutions of higher education)	25,000	1
I	Institutional uses such as hospitals, nursing homes, assisted living facilities and jails. I group includes I1, I2, I3 and I4.	12,500	2
R1	Hotels and motels (includes dormitories classified as R2)	31,250	0.8
U	Miscellaneous uses. Fences tanks, barns, agricultural buildings, sheds, greenhouses, etc.	Exclude	Exclude
In the case of mixed-use development, the jobs calculation will be assigned in proportion to the square footage of each use in the mixed use development.			

COMMUNITY AFFAIRS

NEW JERSEY COUNCIL ON AFFORDABLE HOUSING

**Procedural Rules of the New Jersey Council on Affordable Housing for the Period
Beginning on (the Effective Date of these Rules)**

RCA Recipient Certification

Proposed Rule Amendment: N.J.A.C. 5:95-1.2, 11.3, 11.4, 11.5, 11.6 and 11.7

Authorized By: New Jersey Council on Affordable Housing, Lucy Voorhoeve,
Executive Director

Authority: N.J.S.A. 52:27D-301 et seq.

Calendar Reference: See Summary below for explanation of exception to calendar
requirement.

Proposal Number: PRN _____

Submit comments by March 17, 2007 to:

Lucy Voorhoeve, Executive Director

NJ Council on Affordable Housing

PO Box 813

Trenton, NJ 08625-0813

All comments should be identified by the applicable N.J.A.C. citation and submitted in
the following format:

**“5:94-14-7(b). Comment: The definition of household should be changed to
delete the reference to persons under age 18.”** This may be followed with any
supporting reasons, references, and any other additional information that the
commenter wishes to provide.

The Council encourages comments to be submitted in electronic form to
COAHmail@dca.state.nj.us to enable an expeditious review and response. Such
comments should include the words “Rule Comments” in the subject box. The Council
will also accept written comments sent via mail **and or fax at (609) 633-6056**, but
requests a follow-up PC-formatted disk in Microsoft Word to be delivered as soon as
possible thereafter to enable comments to be processed electronically. Fax copies shall
also be followed by a mailed copy if a disk is not possible.

The agency proposal follows:

Summary

The Fair Housing Act, N.J.S.A. 52:27-301 et seq. (Act), enacted by the New
Jersey Legislature in response to the New Jersey Supreme Court’s decisions in the Mt.
Laurel cases Burlington County N.A.A.C.P. v. Township of Mount Laurel, 67 N.J. 151
(1975), (Mt. Laurel I) and South Burlington County N.A.A.C.P. v. Mount Laurel, 92 N.J.
158 (1983) (Mt. Laurel II), established an 11-member Council on Affordable Housing.
This body of case law created a constitutional obligation to provide, through municipal
land use regulations, a realistic opportunity for a fair share of regional current and future
need for housing low and moderate income households.

The Act permits officials at the municipal level to prepare a Housing Element and
Fair Share Plan that addresses the municipal fair share for low and moderate income
housing. Pursuant to the Act, the Council is directed to review the municipal Housing
Element and Fair Share Plan and is empowered to grant the municipality substantive

Federal Standards Statement

No Federal standards analysis is required because these amendments are not being proposed in order to implement, comply with, or participate in any program established under Federal law or under a State law that incorporates or refers to Federal law, standards, or requirements.

Jobs Impact

The proposed amendments governing RCA recipient certification will not result in the generation or loss of any jobs in New Jersey.

Agriculture Industry Impact

The proposed amendments will not have any impact on agriculture or farmland in New Jersey.

Regulatory Flexibility Statement

The proposed amendments will not impose any recordkeeping, reporting, or compliance requirements on “small businesses” as defined by the New Jersey Regulatory Flexibility Act, N.J.S.A. 52:14B-16 et seq. The primary purpose of these rules is to facilitate the production of affordable housing. While small businesses may become involved as objectors to a particular municipality’s plan, they are not directly regulated by these rules. Therefore, a regulatory flexibility analysis is not required.

Smart Growth Statement

These proposed new rules are consistent with the New Jersey State Development and Redevelopment Plan (SDRP), which fosters Smart Growth.

Full text of the new rule follows (additions indicated in boldface and underlined **thus**; deletions indicated in brackets [thus])

5:95-1.2 Definitions

[“RCA Recipient Certification” means the determination of the Council that a receiving municipality in an RCA has met the criteria in N.J.A.C. 5:95-11.4 in at least one of four housing categories established in N.J.A.C. 5:95-11.4(b).]

5:95-11.3 Project plan review by the New Jersey Housing and Mortgage Finance Agency

- (a) [Except for a municipality that has been granted RCA recipient certification pursuant to N.J.A.C. 5:95-11.4, t]The receiving municipality shall submit a proposed project plan to the Agency delineating the manner in which the receiving municipality shall create or rehabilitate low- and moderate-income housing in response to the regional contribution agreement. The project plan shall be in such a form and contain such information as the Agency may require. The Council or the Agency may impose time limitations for the submission of a

qualification of applicants. A receiving municipality may have started a program in-house, reached an agreement with a participating governmental agency or retained an outside experienced firm;

4. Submittal of an administrative manual that complies with the Council and Agency rules; and
 5. A detailed regional marketing program as per N.J.A.C. 5:94-7 that describes the outreach efforts to be used in carrying out the program.
- (d) A receiving municipality shall establish criteria for the selection of development teams that will develop affordable housing projects. A receiving municipality shall encourage the formation of development teams that can complete projects of the type for which financing is sought. The following characteristics are to be considered:
1. The organizational setup of the housing investor/developer (for example, limited dividend, limited partnership, nonprofit);
 2. The formation of the project in terms of the site, the number of dwelling units, the number of buildings and the number of stories; and
 3. The extent of experience in developing mixed-use facilities (for example, commercial space, day care accommodations).
- (e) The Agency shall review all RCA recipient certification applications for feasibility in accordance with the criteria in (c) above and shall make recommendations to the Council.
- (f) The county planning board or agency of the county in which the receiving municipality is located shall review the RCA recipient certification application in accordance with sound comprehensive regional planning.
- (g) The Council shall approve an RCA recipient certification application based upon the recommendation of the Agency and the county planning board or agency of the county in which the receiving municipality is located and the criteria established by N.J.A.C. 5:95-11.4 and 5:94-5.
- (h) A municipality that received RCA recipient certification is considered to have an approved project plan and has the ability to use RCA funds for any eligible project within that certified housing category without Agency review and Council approval during the three-year recipient certification period.
- (i) After receiving RCA recipient certification, a receiving municipality shall file with the Agency, the county planning board or agency of the county in which the

2. (No change.)
3. The receiving municipality's project plan is a feasible means of achieving the purposes of the agreement, as determined by the Agency. [If the receiving municipality has been granted RCA recipient certification by the Council, such feasibility is established by N.J.A.C. 5:95-11.4.]

(b)-(c) (No change.)

5:95-11.[7]6 Monitoring and enforcement

RESOLUTION

Requesting approval of the Director of the Division of Local Government Services to Establish a Dedicated Trust by Rider for the Disposal of Forfeited Property Pursuant to P.L. 1986, c. 135


WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedicated by rider of revenues received by a municipality when revenue is not subject to reasonable accurate estimation in advance, and for the Disposal of Forfeited Property Pursuant to P.L. 1986, c. 135

WHEREAS, P.L. 1986, c. 135 allows municipalities to receive amounts for the forfeiture of property, and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey as follows:

1. The Mayor and Council hereby request permission of the Director of the Division of Local Government Services to pay expenditures for Disposal of Forfeited Property as per N.J.S.A. 40A:4-39.
2. The municipal clerk of the Township of Willingboro is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.



 Jeffrey E. Ramsey, Mayor

ROLL CALL:	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

I certify this to be a true copy
 of Resolution *number*
 Adopted by Mayor and
 Council on April 10, 2007



 (Township Clerk)

TITLE OF THE RESOLUTION

Dedication by rider

STATUTORY REFERENCE

NJSA 40A:4-39

INSTANCE WHEN YOU WOULD TYPICALLY USE

To dedicate through the budget, dedicated revenues anticipated during the fiscal year from any dog tax, dog license, solid fuel license, sinking license, solid fuel license, sinking fund for term bonds, bequest, escheat, federal grant, motor vehicle fines dedicated to road repairs and subject to prior written consent of the Director, other items of like character, when the revenue is not subject to reasonably accurate estimate in advance.

LIMITATIONS

RELATED STATUTORY OR

Administrative Code, Library construction and state library

OTHER REFERENCES

aid N.J.A.C. 5:30-12.3,12.4, Housing and Community Development Act of 1974 5:30-1.7, 1.9, Local Finance Board 5:30-1.1.

NUMBER OF COPIES DLGS

Two

DOCUMENTATION REQUIRED

The Director may require such explanatory statements or data as he deems advisable for the information and protection of the public

OTHER INFORMATION

Approval is subject to the approval of the Director of Local Government Services.

VOTE FOR PASSAGE

Majority of the full membership

EFFECTIVE DATE

Date of approval by DLGS

THE PROPER FORM AND HOW TO FILL IT IN

Please see sample resolution on the next page

VOTE NECESSARY

N/A

DATE OF FILING

N/A



TOWNSHIP OF WILLINGBORO

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

April 27, 2007

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

Dear Sir/Madam:

Attached for your information and review are two (2) certified copies of Resolution No. 2007 – 69 (**Requesting Approval to Establish a Dedicated Trust by Rider for the Disposal of Forfeited Property Pursuant to P.L. 1986, c.135**), adopted by Willingboro Township Council at their meeting of April 24, 2007.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

Subject: Will DEDBYRID.doc
From: "Steve Ryan" <sryan@bowmanllp.com>
Date: Tue, 17 Apr 2007 14:10:16 -0400
To: <marie_annese@willingborotwp.org>

Marie:

Attached please find a dedicated by rider resolution that the division would like us to adopt. I suppose if you scedule it for next Tuesday it would be timely since I hope to have an amending buget resolution for you.

Department of Treasury Circular 230 requires that we notify you that (i) any statement contained in this message or in an attachment to it relating to any Federal tax transaction or matter was not intended or written to be used, and it cannot be used by the taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer and (ii) such statement may not be used by any person to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s).

Will DEDBYRID.doc	Content-Description: Will DEDBYRID.doc
	Content-Type: application/msword
	Content-Encoding: base64

RESOLUTION NO. 2007 - 70
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:

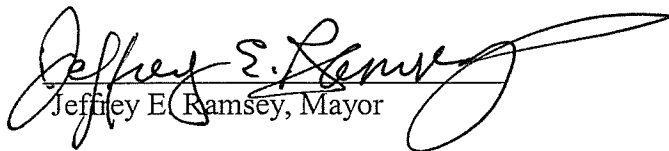
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

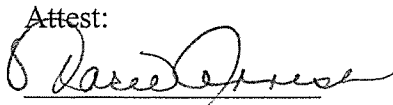
Negotiations

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4-24, 2007, that an Executive Session closed to the public shall be held on 4-24, 2007, at 7:40 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	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION TO AMEND BUDGET

RESOLUTION NO. 2007 - 71

WHEREAS, the local municipal budget for the year 2007 was approved on the 13th day of March, 2007, and

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

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2007 be made:

Recorded Vote

<u>Aye</u>	Councilman Ayrer Councilman Campbell Councilman Stephenson Deputy Mayor Jennings Mayor Ramsey
<u>Nay</u>	None
<u>Abstained</u>	None
<u>Absent</u>	None

	<u>From</u>	<u>To</u>
GENERAL REVENUES		
3. Miscellaneous Revenues - Section A: Local Revenues		
Interest on Investments & Deposits	305,096.66	300,141.66
Total Section A: Local Revenues	1,079,196.66	1,074,241.66
3. Miscellaneous Revenues - Section C: Dedicated Uniform Construction Code Fees		
Offset With Appropriations (N.J.S. A. 40A:4-36 and N.J.A.C. 5:23-4.17)		
Uniform Construction Code Fees	---	480,000.00
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriation	---	480,000.00
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with		
Prior Written Consent of Director of Local Government Services - Public and Private Revenues		
Offset with Appropriations		
Community Development Senior Citizen Grant	33,000.00	---
US Tennis Association Grant	2,500.00	---
Reserve for Local Law Enforcement Block Grant	47,944.00	---
Reserve for Law Enforcement Preparedness		1,299.00
Total Section F: Special Items of General Revenue Anticipated with		
Prior Written Consent of Director of Local Government Services - Public		
and Private Revenues Offset with Appropriations	285,635.36	203,490.36

	From	To
Summary of Revenues		
1. Surplus Anticipated (Sheet 4, #1)		
3. Miscellaneous Revenues:		
Total Section A: Local Revenues	1,079,196.66	1,074,241.66
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	---	480,000.00
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations	285,635.36	203,490.36
Total Miscellaneous Revenues	7,104,000.00	7,496,900.00
5. Subtotal General Revenues (Items 1, 2,3 and 4)	13,154,000.00	13,546,900.00
6. Amount to be Raised by Taxes for Support of Municipal Budget:		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	21,497,400.00	21,420,000.00
Total Amount to be Raised by Taxes for Support of Municipal Budget	21,497,400.00	21,420,000.00
7. Total General Revenues	34,651,400.00	34,966,900.00
8. General Appropriations		
(A) Operations - within "CAPS"		
Housing Inspection:		
Property Maintenance		
Salaries and Wages	252,950.00	441,618.00
Other Expenses	---	25,000.00
Uniform Fire Safety Act (P.L. 1983, Ch383)		
Salaries and Wages	---	39,863.00
Public Safety		
Road Repairs and Maintenance	1,120,487.00	920,487.00
Garbage and Trash Removal - Contractual	1,052,647.00	1,087,647.00
Health and Human Services		
Aid to Family Services of Burlington County	11,130.00	1,130.00
Landfill/Solid Waste Disposal Costs	1,100,000.00	1,065,000.00
Uniform Construction Code - Appropriations Offset by Dedicated Revenues (N.J.A.C. 5:23-4.17)		
Code Enforcement and Administration		
Construction Code		
Salaries and Wages	250,183.00	286,183.00
Other Expenses	---	113,014.00
Total Operations (Item 8A) within "CAPS"	23,051,219.00	23,243,764.00

	From	To
Total Operations including Contingent - within "CAPS"	23,051,219.00	23,243,764.00
Detail:		
Salaries and Wages	13,156,011.00	13,220,542.00
Other Expenses	9,895,208.00	10,023,222.00
(E) Deferred Charges and Statutory Expenditures - Municipal within "CAPS"		
(1) Deferred Charges		
Prior Year Bills--2005		
Consulting Municipal Forester Co		
Forestry Services	---	2,500.00
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	24,109,219.00	24,304,264.00
(A) Operations - Excluded from "CAPS"		
Length of Service Awards Program	65,000.00	55,000.00
	-	-
NJPDES/Stormwater General Permits N.J.S.A. 40A4-45.3(cc)		
Road Repairs and Maintenance -- Salaries & Wages	210,000.00	410,000.00
Total Other Operations - Excluded from "CAPS"	3,071,653.00	3,261,653.00
Public and Private Programs Offset by Revenues		
Community Development Senior Citizen Grant	33,000.00	---
US Tennis Association Grant	2,500.00	---
Reserve for Local Law Enforcement Block Grant	47,944.00	---
Reserve for Law Enforcement Preparedness		1,299.00
Total Public and Private Programs Offset by Revenues	292,943.36	210,798.36
Total Operations - Excluded form "CAPS"	3,423,309.36	3,531,164.36
Detail:		
Salaries and Wages	365,080.00	565,080.00
Other Expenses	3,058,229.36	2,966,084.36
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	8,055,781.00	8,163,636.00
(O) Total General Appropriations - Excluded from "CAPS"	8,055,781.00	8,163,636.00
(L) Subtotal General Appropriations items (H-I) and (O)	32,165,000.00	32,467,900.00
(M) Reserve for Uncollected Taxes	2,486,400.00	2,499,000.00
Total General Appropriations	32,165,400.00	34,966,900.00

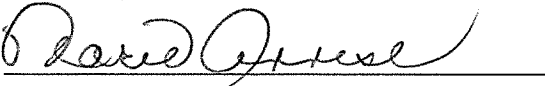
	From	To
Summary of Appropriations		
(H-1) Totals General Appropriations for Municipal Purposes within "CAPS"	24,109,219.00	24,304,264.00
(A) Operations Excluded fro "CAPS"		
Other Operations	3,071,653.00	3,261,653.00
Private and Public Programs Offset by Revs.	292,943.36	210,798.36
Total Operations Excluded from "CAPS"	3,423,309.36	3,531,164.36
(M) Reserve for Uncollected Taxes	2,486,400.00	2,499,000.00
Total General Appropriations	34,651,400.00	34,966,900.00

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

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A: 4-9, be published in the Burlington County Times in the issue of April 27th, 2007, and that said publication shall contain notice of public hearing on said amendment to be held at the Municipal Complex, 1 Salem Road on May 8th, 2007 @ 8:00pm.

It is hereby certified that this is a true copy of a resolution amending the budget, introduced by the Township Council on the 24th day of April, 2007.

Certified by:



Municipal Clerk

April 24, 2007



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

April 27, 2007

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

Dear Sir/Madam:

Attached please find two certified copies of the Resolution No. 2007 – 71, Resolution to Amend Budget which was adopted by Willingboro Township Council at their meeting of April 24, 2007.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2007 - 72

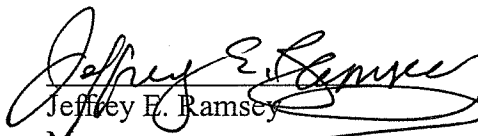
RESOLUTION RESCINDING RESOLUTION NO. 2006-21

WHEREAS, Willingboro Township Council at their meeting of February 7, 2006, adopted Resolution No. 2006-21 which requested approval of the Director of the Division of Local Government Services to establish Trust by Rider for Uniform Code Enforcement Fees (Regular), Uniform Fire Safety Act Penalty Moneys (NJS 52:27D-192 et seq.) pursuant to NJS 50:27D-119 et seq. and NJAC 5:23-4.17; and

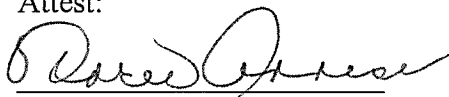
WHEREAS, the State has requested that said Resolution be rescinded;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of April, 2007, that Resolution No. 2006-21 is hereby rescinded.

BE IT FURTHER RESOLVED, that two certified copies of this resolution be sent to the Director of the Division of Local Government Services.


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	✓			



TOWNSHIP OF WILLINGBORO

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

April 27, 2007

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

Dear Sir/Madam:

Attached for your information and review are two (2) certified copies of
Resolution No. 2007 – 72 (Rescinding Resolution 2006 – 21), adopted by Willingboro
Township Council at their meeting of April 24, 2007.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2006 - 21

RESOLUTION REQUESTING APPROVAL OF DIRECTOR OF DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH TRUST BY RIDER FOR UNIFORM CODE ENFORCEMENT FEES (REGULAR), UNIFORM FIRE SAFETY ACT PENALTY MONEYS (NJS 52:27D-192 ET SEQ.) PURSUANT TO NJS 50:27D-119 ET SEQ. AND NJAC 5:23-4.17.

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

WHEREAS, Uniform Code Enforcement Fees (Regular) NJSSS 50:27D-119 et seq. and NJAC 5:23-4.17 allows municipalities to receive amount of costs incurred for Uniform Construction Code expenses; and

WHEREAS, N.J.S.A. 40A:4-29 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington assembled in public session this 7th day of February, 2006, as follows:

1. The Mayor and Council hereby request permission of the Director of the Division of Local Government Services to pay expenditures for Uniform Code Enforcement Fees (Regular) NJS 50:27D-119 et seq. and NJAC 5:23-4.17 as per NJSA 40A:4-39
2. The Clerk is directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

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 - 73
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

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

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

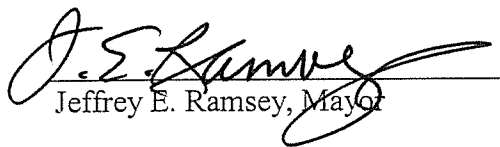
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.


Contracts Negotiations - STANG - JULIANO AND COOPER LEVENSAN

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/1, 2007, that an Executive Session closed to the public shall be held on 5/1, 2007, at 7:40 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	✓			
Councilman Campbell				✓ (RRR. voted 7:45 PM)
Councilman Stephenson				✓ " 8:25 PM
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION NO. 2007 - 73A
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:

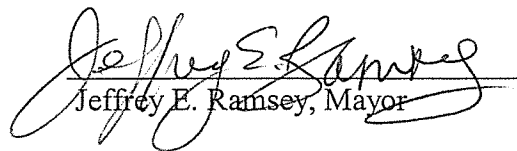
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

2006-07 Defeated School Budget w/ Wm. Davis, Esq.


- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/26, 2007, that an Executive Session closed to the public shall be held on 4/26, 2007, at 7:45 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


 Jeffrey E. Ramsey, Mayor

Attest:


 Marie Annese, RMC
 Township Clerk

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

RESOLUTION NO. 2007 - 74

**A RESOLUTION AUTHORIZING THE EXTENSION OF A
PROFESSIONAL SERVICE CONTRACT WITH
THE LAW FIRM COOPER LEVENSON APRIL NIEDELMAN &
WAGENHEIM, P.A.**

WHEREAS, Willingboro Township Council adopted Resolution No. 2006-91 on July 11, 2006; and

WHEREAS, said resolution authorized Cooper Levenson April Niedelman & Wagenheim, P.A. to represent the Township of Willingboro, the Mayor and Council and residents regarding review of the defeated 2006-2007 Willingboro School Budget; and

WHEREAS, said resolution authorized Cooper Levenson April Niedelman & Wagenheim, P.A. to take such action as appropriate, make such filings as appropriate and to consult with other additional professionals employed by, contracted with, or otherwise engaged by Willingboro Township Council for such purpose; and

WHEREAS, the rate charged shall be \$150.00 per hour, such rate consistent with the employment of special counsel by Willingboro Township Council and shall not exceed \$25,000 without further written authorization of Willingboro Township Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 1st day of May, 2007, that the contract of Cooper Levenson April Niedelman & Wagenheim, P.A. is hereby extended through December 2007 in order to allow for the completion of review, filings and appeals.

BE IT FURTHER RESOLVED that notice of this resolution be published as required under Local Public Contracts Law.

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	✓			

TOWNSHIP OF WILLINGBORO, NEW JERSEY
RESOLUTION NO. 2007 - 75

**A RESOLUTION OF THE TOWNSHIP COUNCIL
OF THE TOWNSHIP OF WILLINGBORO
FOR THE AWARD OF FENCING CONTRACT**

WHEREAS, the Township of Willingboro, New Jersey has complied with the requirements of the Local Public Contracts Law, (P.L. 1971, Ch. 198) and did in fact receive sealed bids for a Fence for the erection of a fence for the Olympia Lakes Nature Preserve pursuant to a Green Acres grant from the Department of Environmental Protection; and

WHEREAS, the bids were publicly opened and have been reviewed as to form and content, and

WHEREAS, Township of Willingboro has received several responses from bidders and the apparent lowest bidder, Rutkoski Fencing having responded with a bid at \$79,249.50, was nevertheless deemed non-responsive pursuant to N.J.S.A. 40A:11-23.2, for failure to submit required bid documents; and


WHEREAS, the apparent second lowest bidder, Abel Fence, having submitted a bid at \$82,705.00 was nevertheless deemed non-responsive pursuant to N.J.S.A. 40A:11-23.2, for failure to submit required bid documents; and

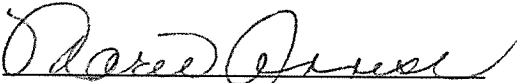
WHEREAS, the apparent third lowest bidder, Highway Safety Systems, Inc., having a bid at \$84,550.00 and properly submitted all bid documents and therefore deemed responsible;

WHEREAS, all other responsive bids were more than \$84,550.00;

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled this 8th day of May 2007 that the contract for the erection of the fence for the Olympia Lakes Nature Preserve shall be awarded to the lowest responsive bidder, Highway Safety Systems, Inc.

Township of Willingboro, NJ


Jeffrey E. Ramsey
Mayor, Township of Willingboro


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 of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 05/08/07
Resolution Number: 2007-75

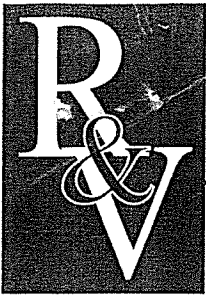
Vendor: HIGHWAY HIGHWAY SAFETY SYSTEMS INC
PO BOX 591
HAMMONTON, NJ 08037

Contract: 07-00005 HIGHWAY SAFETY/ OLYMPIA FENCE

Account Number	Amount	Department Description
C-04-55-905-002-906	2,570.89	GENERAL CAPITAL 2005
G-01-41-731-000-299	81,979.11	
Total	84,550.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


Acting 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)

April 5, 2007

APR 10 2007

Handwritten signature and checkmark

Ms. Joanne Diggs, Acting Township Manager
 Township of Willingboro
 Municipal Complex
 1 Salem Road
 Willingboro, NJ 08046

Re: Township of Willingboro
 Olympia Lakes Nature Preserve
 Project No.: 0338G003

Dear Ms. Diggs:

We have tabulated the bids received with reference to the above-captioned project and find the apparent low bidder, Rutkoski Fencing, 1330 Shoemaker Avenue, West Wyoming, PA 18644 in the amount of \$79,249.50 to be non-responsive, as they failed to submit the following items. A copy of the bid tabulation is enclosed for your review.

- Addendum# 1
- A copy of New Jersey Registration Certificate
- A copy of Public Works Contractor Registration Form

Therefore, we find the second apparent low bidder to be Abel Fence, LLC, 234B West Main Street, Leola, PA 17540 in the amount of \$82,705.00; however, a copy of the Public Works Contractor Registration Form was not submitted, but they submitted a copy of the application for the Public Works Contractor Registration Form.

The Township Solicitor should be consulted to determine if this acceptable. If this bid is found to be unacceptable, it appears the third apparent low bidder would be Highway Safety Systems, Inc., P.O. Box 591, Hammonton, NJ 08037 in the amount of \$84,550.00.

Township of Willingboro
Page 2
April 5, 2007

If you have any questions, please feel free to call me at (856) 795-9595.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.



K. Wendell Bibbs, P.E., C.M.E.
Senior Associate

KWB/\$MP/el

Enclosures

cc: Mayor & Council, c/o Marie Annese, Clerk
Michael Armstrong, Township Solicitor
Paul Harris, Township Solicitor's Office
Eric Berry, Deputy Twp. Mgr.
Harry McFarland, Director of Parks & Recreation
Richard G. Arango
Syreeta Paul
George LaPorte
Raymond D. Longmore

MEMORANDUM

TO: Frank J. Seney
K. Wendell Bibbs

FROM: Elaine E. Lashley

RE: Willingboro Township
The Installation of Fencing and Gates on Portions
of the Tract of Land Known as "Olympia Lakes Nature Preserve"
Project No.: 0338G003

DATE: April 2, 2007

I have reviewed the bids submitted for the above-referenced project and have found several apparent errors and/or omissions. A copy of the bid tabulation as well as a memo listing the errors and/or omissions have been attached for your review

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Rutkoski Fencing	\$79,249.50
Abel Fence LLC	\$82,705.00
Highway Safety Systems, Inc.	\$84,550.00
Pro Max Fence Systems, Inc.	\$88,030.00
J. Ferry Fence, Inc.	\$92,615.00
National Fence Systems, Inc.	\$100,500.00
Hazelet Security Fencing	\$108,577.00
Anchor Fence Contractors, Inc.	\$117,878.00
Access Control Experts	\$149,325.00

The average bid price is: \$100,381.06
Engineer's Estimate for this project: \$119,500.00

The lowest bidder for the Base Bid is: Rutkoski Fencing
The highest bidder for the Base Bid is: Access Control Experts

<u>CONTRACTOR</u>	<u>BID AMOUNT ALTERNATE BID NO. 1</u>
Rutkoski Fencing	\$29,500.00
Abel Fence LLC	\$31,545.00
Highway Safety Systems, Inc.	\$24,750.00
Pro Max Fence Systems, Inc.	\$33,645.00
J. Ferry Fence, Inc.	\$32,520.00
National Fence Systems, Inc.	\$39,000.00
Hazelet Security Fencing	\$39,900.00
Anchor Fence Contractors, Inc.	\$42,000.00
Access Control Experts	\$51,110.00

The average bid price is: \$35,996.67
Engineer's Estimate for this project: \$52,500.00

The lowest bidder for the **Alt. No. 1** Bid is: Highway Safety Systems, Inc.
The highest bidder for the **Alt. No. 1** Bid is: Access Control Experts

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME: THE INSTALLATION OF FENCING AND GATES ON PORTIONS OF THE TRACT OF LAND KNOWN AS "OLYMPIA LAKES NATURE PRESERVE"
 PROJECT NUMBER: 0338G003
 CLIENT: TOWNSHIP OF WILLINGBORO

Rutkoski Fencing
 1330 Shoemaker Avenue
 West Wyoming, PA 18644
 (570-693-2044)
 ((BB, CS, SS, etc.))

Abel Fence LLC
 234B West Main Street
 Leola, PA 17540
 (888-340-2235)
 ((BB, CS, SS, etc.))

Highway Safety Systems, Inc.
 P. O. Box 591
 Hammonton, NJ 08037
 (609-567-2122)
 ((BB, CS, SS, etc.))

Pro Max Fence Systems, Inc.
 2621 Centre Avenue
 Reading, PA 19605
 (610-685-4300)
 ((BB, CS, SS, etc.))

J. Ferry Fence, Inc.
 P. O. Box 526
 Gloucester, NJ 08030
 (856-456-7745)
 ((BB, CS, SS, etc.))

National Fence Systems, Inc.
 1003 Route 1
 Avenel, NJ 07001
 (732-636-5600)
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL	AS BID	UNITS PRICE		UNITS PRICE		UNITS PRICE		UNITS PRICE		UNITS PRICE	
							PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	PICKET FENCE, POLYESTER-COATED ALUMINUM, 6' HIGH (AMERISTAR, "ECHELON II MAJESTIC" TWO (2) RAIL SYSTEM), OR APPROVED EQUAL	1000	LF	\$42.75	\$42,750.00		\$41.96	\$41,960.00	\$52.00	\$52,000.00	\$45.92	\$45,920.00	\$51.25	\$51,250.00	\$54.00	\$54,000.00
2	SWING GATES, PICKET FENCE, POLYESTER-COATED ALUMINUM, 16' WIDE (TWO (2) 8' WIDE PANELS), AMERISTAR, "ECHELON II MAJESTIC" TWO (2) RAIL SYSTEM, OR APPROVED EQUAL	2	UN	\$3,000.00	\$6,000.00		\$3,900.00	\$7,800.00	\$3,300.00	\$6,600.00	\$3,600.00	\$7,200.00	\$3,717.50	\$7,435.00	\$3,500.00	\$7,000.00
3	SWING GATES, PICKET FENCE, POLYESTER-COATED ALUMINUM, 5' WIDE, AMERISTAR, "ECHELON II MAJESTIC" TWO (2) RAIL SYSTEM), OR APPROVED EQUAL	1	UN	\$750.00	\$750.00		\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00	\$1,265.00	\$1,265.00	\$1,410.00	\$1,410.00	\$500.00	\$500.00
4	CHAIN LINK FENCE, THERMALLY FUSED VINYL-COATED STEEL, 4' HIGH	1500	LF	\$19.8330	\$29,749.50		\$21.03	\$31,545.00	\$16.50	\$24,750.00	\$22.43	\$33,645.00	\$21.68	\$32,520.00	\$26.00	\$39,000.00
TOTAL CONSTRUCTION COST					\$79,249.50		\$82,705.00		\$84,550.00		\$88,030.00		\$92,615.00		\$100,500.00	

ALTERNATE BID #1

1	CHAIN LINK FENCE, THERMALLY FUSED VINYL-COATED STEEL, 4' HIGH	1500	LF	\$19.667	\$29,500.50	\$29,500.00	\$21.03	\$31,545.00	\$16.50	\$24,750.00	\$22.43	\$33,645.00	\$21.68	\$32,520.00	\$26.00	\$39,000.00
TOTAL CONSTRUCTION COST					\$29,500.50		\$31,545.00		\$24,750.00		\$33,645.00		\$32,520.00		\$39,000.00	

* Mathematical Error

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME:
 THE INSTALLATION OF FENCING AND GATES ON PORT
 KNOWN AS "OLYMPIA LAKES NATURE PRESERVE"
 PROJECT NUMBER
 0338G003
 CLIENT:
 TOWNSHIP OF WILLINGBORO

Hazelet Security Fencing
 1204 Madison Avenue
 Pt. Pleasant, NJ 08742
 (732-899-1976)
 ((BB, CS, SS, etc.))

Anchor Fence Contractors, Inc.
 270 Knickerbocker Avenue
 Hillsdale, NJ 07642-2046
 (201-722-0789)
 ((BB, CS, SS, etc.))

Access Control Experts
 P. O. Box 1057
 Southampton, PA 18966
 (215-364-7875)
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS		Hazelet Security Fencing		Anchor Fence Contractors, Inc.		Access Control Experts		AS BID
				UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	
1	PICKET FENCE, POLYESTER-COATED ALUMINUM, 6' HIGH (AMERISTAR, "ECHELON II MAJESTIC" TWO (2) RAIL SYSTEM), OR APPROVED EQUAL	1000	LF	\$54.56	\$54,560.00	\$70.00	\$70,000.00	\$87.18	\$87,180.00	
2	SWING GATES, PICKET FENCE, POLYESTER-COATED ALUMINUM, 16' WIDE (TWO (2) 8' WIDE PANELS), AMERISTAR, "ECHELON II MAJESTIC" TWO (2) RAIL SYSTEM), OR APPROVED EQUAL	2	UN	\$6,392.00	\$12,784.00	\$2,644.00	\$5,288.00	\$4,821.50	\$9,643.00	
3	SWING GATES, PICKET FENCE, POLYESTER-COATED ALUMINUM, 5' WIDE, AMERISTAR, "ECHELON II MAJESTIC" TWO (2) RAIL SYSTEM), OR APPROVED EQUAL	1	UN	\$1,333.00	\$1,333.00	\$590.00	\$590.00	\$1,392.00	\$1,392.00	
4	CHAIN LINK FENCE, THERMALLY FUSED VINYL-COATED STEEL, 4' HIGH	1500	LF	\$26.60	\$39,900.00	\$28.00	\$42,000.00	\$34.073	\$51,109.50	\$51,110.00
TOTAL CONSTRUCTION COST					\$108,577.00		\$117,878.00		\$149,324.50	
								\$149,325.00		*
ALTERNATE BID #1										
1	CHAIN LINK FENCE, THERMALLY FUSED VINYL-COATED STEEL, 4' HIGH	1500	LF	\$26.60	\$39,900.00	\$28.00	\$42,000.00	\$34.073	\$51,109.50	\$51,110.00
TOTAL CONSTRUCTION COST					\$39,900.00		\$42,000.00		\$51,109.50	
								\$51,110.00		*

* Mathematical Error

RESOLUTION NO. 2007 - 76

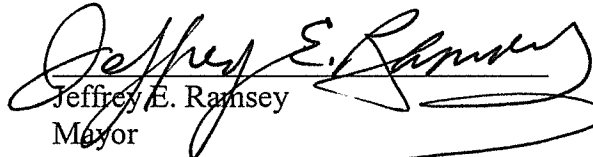
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes; and

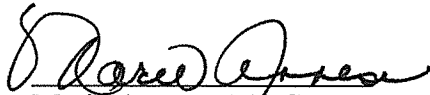
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of May, 2007, that refunds be made as per the attached schedule; and

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Deputy Township Clerk

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

WALDEN, SHASTA & ERIC 31 ROSE STREET WILLINGBORO, N.J. 08046 BLOCK 11.01 LOT 13.01 31 ROSE STREET OVERPAYMENT TAXES	\$308.82
NORMA PICKETT 54 SHERWOOD LANE WILLINGBORO, N.J. 08046 BLOCK 107 LOT 17 54 SHERWOOD LANE OVERPAYMENT TAXES	799.71
HOMEQ PO BOX 13909 ATTN: JOANNA PARIS DURHAM, N.C. 27709 BLOCK 313 LOT 4 14 PETUNIA LANE OVERPAYMENT TAXES	1265.05
GATEWAY TITLE AGENCY 281 MAIN STREET WOODBIDGE, N.J. 07095 BLOCK 109 LOT 16 96 SHAWMONT LANE OVERPAYMENT TAXES	930.81
COUNTRYWIDE PO BOX 10211 ATTN: TAX DEPT-LAN-24 VAN NUYS, CA 91410-0211 BLOCK 15 LOT 23 74 LAKE DRIVE OVERPAYMENT TAXES	1237.58
PRESIDENTIAL TITLE AGENCY 1546 BLACKWOOD-CLEMENTON RD. PO BOX 1367 BLACKWOOD, N.J. 08012 BLOCK 639 LOT 1 71 HARRISON DRIVE OVERPAYMENT TAXES	1434.86

JAMES & ROSALIE MERRITT
C/O DELAWARE VALLEY ABSTRACT
110 MARTER AVE. STE. 211
MOORESTOWN, N.J. 08057
BLOCK 1019.01
LOT 11
1 NASSAU DRIVE
OVERPAYMENT TAXES

\$729.09

WELLS FARGO
1 HOME CAMPUS-MACX2502-011
DES MOINES, IA. 50328-0001
BLOCK 329
LOT 11
38 POTTER LANE
OVERPAYMENT TAXES

4299.26

DOVENMUEHLE MTG. INC.
CUSTOMER SERVICE
1 CORPORATE DRIVE, SUITE 360
LAKE ZURICH, IL. 60047-8945
BLOCK 905
LOT 22
51 ROCKLAND DRIVE
OVERPAYMENT TAXES

448.85

CYNTHIA WATERMAN & LESLIE ROWE
5 BERMUDA CIRCLE
WILLINGBORO, N.J. 08046
BLOCK 212
LOT 3
5 BERMUDA CIRCLE
OVERPAYMENT TAXES

988.08

RESOLUTION NO. 2007 - 77

**A RESOLUTION AWARDED A BID FOR
POLICE DEPARTMENT UNIFORMS**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Police Department Uniforms; and

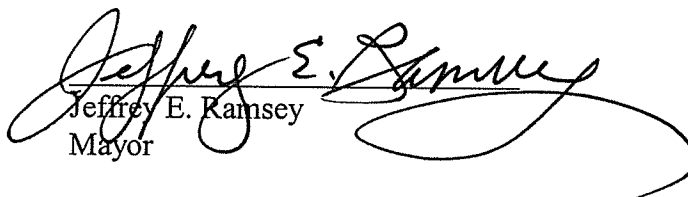
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bids of **Red the Uniform Tailor, Inc.**, 475 Oberlin Avenue S., Lakewood, N. J. 08701, **Samzie's Uniforms**, 28 Scotch Road, West Trenton, N. J. 08628 and **Uniform Gear**, 8063 Walker Street, Philadelphia, Pa. 19136 and;

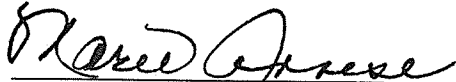
WHEREAS, funds are available for the purpose as indicated by the attached .

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of May, 2007, that the bid be accepted as per the attached bid return sheet and recommendations; and

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


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 will be available pending budget adoption.

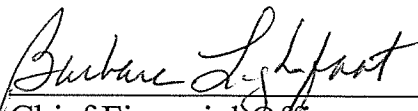
Resolution Date: May 8, 2007

Resolution Number: 2007-77

Vendor: Red the Uniform Tailor, Inc
Samzie's Uniforms
Uniform Gear

Account Number	Amount	Department
7-01-25-240-247-032	\$30,000.00	Police Dept

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


ACTING Chief Financial Officer

Award to Red the Uniform Tailor items:
2, 6, 35, 36, 42

Award to Samzie's Uniforms items
1, 4, 5, 9, 10, 11, 12, 28, 29, 30, 33, 34, 41

Award to Uniform Gear items:
3, 7, 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 31, 32, 37, 38, 39, 40, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53

Willingboro Township Police Department
Willingboro, New Jersey 08046

Forward to Twp. Mgr
SH #1682

Consented
4/11/07



TO: Joanne Diggs, Acting Township Manager via
Greg Rucker, Acting Director of Public Safety

FROM: Captain Donna Dimitri

RE: 2007 Police Uniform Bid Recommendations

DATE: April 10, 2007

The Police Department prepared the 2007 Uniform Bid specifications. On March 28, 2007 Ms. Wooding opened the sealed bids, which were received from:

- ❖ Oakwood Uniform & Equipment, Inc.
- ❖ Red the Uniform Tailor
- ❖ Samzie's Uniform
- ❖ Uniform Gear
- ❖ Lawmen Uniform

After reviewing the bids the following recommendations are being made:

Uniform Gear submitted the low bid for items #4 and #30. These bids were submitted as "equivalent items". Samples were not provided for inspection. Bid awarded to low bid vendor for specified items.

Award to Red the Uniform Tailor items:
2, 6, 35, 36, 42

Award to Samzie's Uniforms items
1, 4, 5, 9, 10, 11, 12, 28, 29, 30, 33, 34, 41

Award to Uniform Gear items:
3, 7, 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 31, 32, 37, 38, 39, 40, 43, 44,
45, 46, 47, 48, 49, 50, 51, 52, 53

I have attached a spreadsheet for your review.

Samzie's Uniform is blue
Uniform Gear is yellow.

WILLINGBORO POLICE 2007 UNIFORM BID

BIDDER NAME: _____

A.R.O. _____

Item #	Quant	DESCRIPTION	OAK UNIT	OAK TOTAL	RED UNIT	RED TOTAL	SAMZ UNIT>>	SAMZ TOTAL	UNIF UNIT	UNIF TOTAL	LAW UNIT	LAW TOTAL
		COATS / JACKETS / RAIN GEAR / TRAFFIC VESTS/ AS SPECIFIED OR EQUIVALENT										
		ALL JACKETS INCLUDE PATCHES SEWN ON LEFT SLEEVE 1/2" FROM SHOULDER SEEM. UNIT PATCH SEWN ON RIGHT SLEEVE 1/2" FROM SHOULDER SEEM. BADGE PATCH SEWN ON LEFT BREAST. Sergeant stripes sew on sleeves. Lieutenant and Captain bars sewn on shoulder epaulet.										
		<i>Sizes for below items Small - 6XL , Reg and X-Long as available by manufacturer</i>										
1	10	SPIEWAK #1775 WEATHERTECH ACTIVE DUTY JACKET (BLACK)	\$224.00	\$2,440.00	No Bid	No Bid	\$219.00	\$2,190.00	\$223.65	\$2,236.50	No Bid	No Bid
2	20	3 in 1 ALL WEATHER SAFETY JACKET With LINER & HOOD CAPLEE#CAPL-21104 (Yellow w/reflective stripes)	\$165.00	\$3,300.00	\$110.00	\$2,200.00	\$175.00	\$3,500.00	No Bid	No Bid	No Bid	No Bid
3	10	POLICE WINDBREAKER LIBERTY CO. (SPARTAN) # 525MBK BLACK JACKET	\$49.00	\$490.00	\$49.00	\$490.00	\$42.00	\$420.00	\$39.50	\$395.00	No Bid	No Bid
4	50	RAIN COAT BLAUER #9690 FEATHERWEIGHT BLACK/FLORESCENT YELLOW	\$244.00	\$12,200.00	\$242.00	\$12,100.00	\$225.00	\$11,250.00	\$75.60 *	\$3,780.00	No Bid	No Bid
5	20	RAIN BIB STYLE PANTS HELLY HANSEN "STAVERN" #70402 HI-VIS PANTS (YELLOW W/ reflective stripes)	No Bid	No Bid	\$63.00	\$1,260.00	\$56.00	\$1,120.00	No Bid	No Bid	No Bid	No Bid
6	100	TRAFFIC VEST HI-VIS 2 TONE LIME/ORANGE POLICE LEGEND WITH ADJUSTABLE BELT SYSTEM	\$37.00	\$3,700.00	\$36.00	\$3,600.00	\$38.00	\$3,800.00	\$37.80 **	\$3,780.00	\$36.95	\$3,695.00
		>> Samzies Uniforms Coats & Raincoats 2XL 48-52 + 10%, 3XL, 54-56 + 20%, 4XL, 58-60 + 30%										
		* Uniform Gear Alternate Spiewak Model # S309V Reversible ANSI Class 3 W/Hood Add 10% for 2X-3X Add 20% 4X-5X Add 30% 6X Add 10% for any Long lengths for sizes S-XL but not 2X-6X.										
		** Uniform Gear Alternate Spiewak Model # S911 ANSI Class #2 with Police Lettering										

WILLINGBORO POLICE 2007 UNIFORM BID

BIDDER NAME: _____

A.R.O. _____

Item	Approx Quant	DESCRIPTION	OAK UNIT	OAK TOTAL	RED UNIT	RED TOTAL	SAMZ UNIT	SAMZ TOTAL	UNIF UNIT	UNIF TOTAL	LAW UNIT	LAW TOTAL
		TROUSERS AS SPECIFIED OR EQUIVALENT										
		<i>Sizes for below items men's 30" - 60" waist inseam custom fit women's 6 - 24 Class "A" pants inseam custom fit . As available by Manufacturer</i>										
7	100	FECHEIMER TROUSER (MEN'S) #42280 Navy w/ 1 1/2" Stripe Hamburger #420-10 Sunrise Gold	\$64.90	\$6,490.00	\$84.00 ^	\$8,400.00	\$76.00	\$7,600.00	\$55.44 *	\$5,544.00	No Bid	No Bid
8	30	FECHEIMER TROUSER (WOMEN'S) # 42290 Navy w/ 1 1/2" Stripe Hamburger #420-10 Sunrise Gold	\$64.90	\$1,947.00	\$84.00 ^	\$2,520.00	\$78.00	\$2,340.00	\$55.44 *	\$1,663.00	No Bid	No Bid
9	20	BLAUER UTILITY TROUSER #8819-7 Midnight Navy w/ 1 1/2" Stripe Hamburger #420-10 Sunrise Gold (Men's)	\$60.00	\$1,200.00	\$49.50	\$990.00	\$58.00 >>	\$1,160.00	No Bid	No Bid	No Bid	No Bid
10	5	BLAUER UTIL TROUSER # 8819-7W MN Navy w/ 1 1/2" Stripe Hamburger #420-10 Sunrise Gold (Women's)	\$60.00	\$300.00	\$49.50	\$247.50	\$58.00 >>	\$290.00	No Bid	No Bid	No Bid	No Bid
11	25	BLAUER BICYCLE SHORTS #8841 DARK NAVY	\$50.00	\$1,250.00	\$51.00	\$1,275.00	\$49.00 >>	\$1,225.00	No Bid	No Bid	No Bid	No Bid
12	25	BLAUER BICYCLE SHORTS #8841-1 DARK NAVY	\$50.00	\$1,250.00	\$52.00	\$1,300.00	\$49.00 >>	\$1,225.00	No Bid	No Bid	No Bid	No Bid
13	40	PROPPER 6 POCKET Cotton/Poly RIP STOP BDU PANTS DARK NAVY (K-9 Unit) Sizes Small - 3XL	\$29.00	\$1,160.00	\$32.00	\$1,280.00	\$29.00	\$1,160.00	\$26.68 **	\$1,067.20	No Bid	No Bid
		^ Red the Uniform Tailor custom made to measure										
		>> Samzies Uniforms Oversize Charge 44-50 = 10%, 52-54 = 20%. 56-58 30%										
		* Uniform Gear Alternate Horace Small Men's size 44-50 \$60.98, Men's sizes 52-60 \$66.52, Ladies sizes 20-24 \$60.98										
		** Uniform Gear 2x - \$28.18, 3X - \$29.68										

WILLINGBORO POLICE 2007 UNIFORM BID
BIDDER NAME: _____

A.R.O. _____

Approx Quant	DESCRIPTION	OAK UNIT	OAK TOTAL	RED UNIT	RED TOTAL	SAMZ UNIT >>	SAMZ TOTAL	UNIF UNIT *	UNIF TOTAL	LAW UNIT	LAW TOTAL
	ALL SHIRTS, JACKETS, SWEATERS, INCLUDE PATCHES SEWN ON LEFT SLEEVE 1/2" FROM SHOULDER SEEM. UNIT PATCH SEWN ON RIGHT SLEEVE 1/2" FROM SHOULDER SEEM. Sergeant stripes sew on sleeves, Lieutenant and Captain bars sewn on shoulder epaulet Hash mark.										
	SHIRTS / SWEATER AS SPECIFIED OR EQUIVALENT										
	<i>Sizes for below items Men's long sleeve neck (15" - 20") and sleeve length (32" - 38") short sleeve S - XL Women's 30 - 50 As available by Manufacturer</i>										
75	DUTY MAX # 544 DARK NAVY WITH ZIPPER AND BUTTONS ATTACHED (Men's)	\$49.00	\$3,675.00	\$55.00	\$4,125.00	\$54.50	\$4,087.50	\$46.41	\$3,480.75	No Bid	No Bid
15	DUTY MAX # 540 ALL WHITE WITH ZIPPER AND BUTTONS ATTACHED (Men's)	\$48.00	\$720.00	\$55.00	\$825.00	\$53.50	\$802.50	\$46.41	\$695.15	No Bid	No Bid
75	DUTY MAX # 5544 DARK NAVY WITH ZIPPER AND BUTTONS ATTACHED (Men's)	\$47.00	\$3,525.00	\$54.00	\$4,050.00	\$50.00	\$3,750.00	\$44.36	\$3,327.00	No Bid	No Bid
15	DUTY MAX #5540 ALL WHITE WITH ZIPPER AND BUTTONS ATTACHED (Men's)	\$46.00	\$690.00	\$54.00	\$810.00	\$48.50	\$727.50	\$44.36	\$665.40	No Bid	No Bid
16	DUTY MAX # 9544 DARK NAVY WITH ZIPPER AND BUTTONS ATTACHED (Women's)	\$49.00	\$784.00	\$55.00	\$880.00	\$54.50	\$872.00	\$46.41	\$742.56	No Bid	No Bid
4	DUTY MAX # 9540 ALL WHITE WITH ZIPPER AND BUTTONS ATTACHED (Women's)	\$48.00	\$192.00	\$55.00	\$220.00	\$53.50	\$214.00	\$46.41	\$185.64	No Bid	No Bid
16	DUTY MAX # 9744 DARK NAVY WITH ZIPPER AND BUTTONS ATTACHED (Women's)	\$47.00	\$752.00	\$54.00	\$864.00	\$50.00	\$800.00	\$44.36	\$709.76	No Bid	No Bid
4	DUTY MAX #9740 ALL WHITE WITH ZIPPER AND BUTTONS ATTACHED (Women's)	\$46.00	\$184.00	\$54.00	\$216.00	\$48.50	\$194.00	\$44.36	\$177.44	No Bid	No Bid
50	PARAGON PLUS # P811 ALL WHITE WITH ZIPPER AND BUTTONS ATTACHED (Women's)	\$33.00	\$1,650.00	\$40.00	\$2,000.00	\$36.00	\$1,800.00	\$31.90 **	\$1,595.00	No Bid	No Bid
50	PARAGON PLUS #P801 ALL WHITE WITH ZIPPER AND BUTTONS ATTACHED (Women's)	\$31.00	\$1,550.00	\$39.00	\$1,950.00	\$39.50	\$1,975.00	\$29.90 ***	\$1,495.00	No Bid	No Bid
	>> Samzies Uniforms Oversize Charge 18, 2XL + 20%, 19, 3XL + 30% , 4XL +40%, sleeve length 37, +30%										
	* Uniform Gear Alternate as currently being supplies, Horace Small For sizes 18/18/5 or 2X add 10% 19/19.5 add 20%, 20/20.5 add 30%, For L.S sizes under 18/18.5 with 36/37 sleeves add 10%, no additional charges on oversize shirts for 36/37. For L/S sizes (und) of 38 sleeves add a flat 30% regardless of shirt size but not oversize increases.										
	** Uniform Gear Alternate Horace Samll HS 1169 add 10% for 2X + XL, *** Uniform Gear Alternate Horace Small HS1270 Add 10% for XL +2X										

WILLINGBORO POLICE 2007 UNIFORM BID

BIDDER NAME: _____

A.R.O. _____

em	Approx Quant	DESCRIPTION	OAK UNIT	OAK TOTAL	RED UNIT	RED TOTAL	SAMZ UNIT	SAMZ TOTAL	UNIF UNIT	UNIF TOTAL	LAW UNIT	LAW TOTAL
		Continued Sizes for below items Small - 5XL As available by manufacturer										
25	50	JERZEES KNIT GOLF SHIRT 50/50 YELLOW w/ POLICE in black block letters on back	\$12.95	\$647.50	\$19.00	\$950.00	\$19.99	\$999.50	\$11.25 *	\$562.50	No Bid	No Bid
26	20	JERZEES KNIT GOLF SHIRT 50/50 RED w/ RANGE INSTRUCTOR in black block letters on back	\$12.95	\$259.00	\$19.00	\$380.00	\$22.50	\$450.00	\$11.25 *	\$225.00	No Bid	No Bid
27	50	JERZEES KNIT GOLF SHIRT 50/50 LIGHT BLUE w/ TRAFFIC GUARD in black block letters on back	\$12.95	\$647.50	\$19.00	\$950.00	\$22.50	\$1,125.00	\$10.25 *	\$512.50	No Bid	No Bid
28	20	BLAUER STREETGEAR SHIRT #8703 DARK NAVY (Men's) Sizes	\$48.00	\$960.00	\$49.00	\$980.00	\$40.00 >>	\$800.00	No Bid	No Bid	No Bid	No Bid
29	5	BLAUER STREETGEAR SHIRT #8703-W DARK NAVY (Women's) Sizes	\$48.00	\$240.00	\$49.00	\$245.00	\$40.00 >>	\$200.00	No Bid	No Bid	No Bid	No Bid
30	25	BLAUER V- NECK SWEATER #210 BLACK	\$65.00	\$1,625.00	\$64.00	\$1,600.00	\$64.00	\$1,600.00	\$32.50 **	\$812.50	No Bid	No Bid
31	40	PROPPER 2 POCKET Cotton/Poly RIP STOP BDU SHIRT DARK NAVY (K-9 Unit) Sizes Small - 4XL Reg/L	\$29.00	\$1,160.00	\$32.00	\$1,280.00	\$29.00	\$1,160.00	\$28.50 *	\$114.00	No Bid	No Bid
32	25	PROPPER 2 POCKET Cotton/Poly RIP STOP BDU SHIRT URBAN CAMO (SWAT) Sizes Small - 4XL Reg/L	\$29.00	\$725.00	\$32.00	\$800.00	\$29.00	\$725.00	\$28.50 *	\$712.50	No Bid	No Bid
		>> Samzies Uniforms Oversize Charge 18, 2XL + 20%, 19, 3XL + 30% , 4XL +40%, sleeve length 37, +30%										
		* Uniform Gear for sizes 2X add \$1.50, for 3X add \$3.00 , for 4X add \$4.50										
		** Uniform Gear Alternate P4000B Black V-Neck Commando- Uniforms Today Manufacturer										

WILLINGBORO POLICE 2007 UNIFORM BID

BIDDER NAME: _____

A.R.O. _____

Item	Approx Quant	DESCRIPTION	OAK UNIT	OAK TOTAL	RED UNIT	RED TOTAL	SAMZ UNIT	SAMZ TOTAL	UNIF UNIT	UNIF TOTAL	LAW UNIT	LAW TOTAL
		TIE/HATS/ACCESSORIES AS SPECIFIED OR EQUIVALENT										
33	50	NECKTIE SAMUEL BROOME clip on type DARK NAVY Regular and Extra Long and XXLong	\$5.00	\$250.00	\$5.00	\$250.00	\$5.00	\$250.00	No Bid	No Bid	No Bid	No Bid
34	20	POLICE 5 STAR HAT STYLE New Jersey Visor (NAVY BLUE)	\$39.00	\$780.00	\$45.00	\$900.00	\$32.00	\$640.00	No Bid	No Bid	No Bid	No Bid
35	50	RAIN HAT COVER FOR 5 STAR HAT (Black/Florescent Yellow)	\$8.50	\$425.00	\$8.50	\$425.00	\$10.00	\$500.00	No Bid	No Bid	No Bid	No Bid
36	50	KNIT WATCH CAP Black One size fits all Willingboro Police Patch embroidered on front	\$14.95	\$747.50	\$6.90	\$345.00	\$12.00	\$600.00	\$7.75	\$387.50	No Bid	No Bid
37	100	BASEBALL HAT Black Adjustable band solid material (Not Mesh) Badge patch attached	\$4.95	\$495.00	\$10.00	\$1,000.00	\$9.00	\$900.00	\$4.00	\$400.00	No Bid	No Bid
38	25	BLACKINTON ENGRAVED NAME PLATE J-3 (Polished gold)	\$10.75	\$268.00	\$8.50	\$212.50	\$8.50	\$212.50	\$7.00	\$175.00	No Bid	No Bid
39	25	BLACKINTON SERVING SINCE ATTACHMENT J-6 (Polished gold)	\$10.00	\$250.00	\$8.50	\$212.50	\$8.50	\$212.50	\$7.00	\$175.00	No Bid	No Bid
40	20	HATCH BIKE GLOVES OR EQUIVALENT	\$16.00	\$320.00	\$19.95	\$399.00	\$15.95	\$319.00	\$12.75	\$255.00	No Bid	No Bid

WILLINGBORO POLICE 2007 UNIFORM BID
BIDDER NAME: _____
A.R.O. _____

Item	Approx Quant	DESCRIPTION	OAK UNIT	OAK TOTAL	RED UNIT	RED TOTAL	SAMZ UNIT	SAMZ TOTAL	UNIF UNIT	UNIF TOTAL	LAW UNIT	LAW TOTAL
		FOOTWEAR AS SPECIFIED OR EQUIVALENT										
41	10	BATES LITES BUCKLE LEATHER CHUKKA W/BUCKLE # E00083 Black (Men's) Sizes D 7-13, E-7-13 EEE 7-13	\$98.00	\$980.00	\$110.00	\$1,100.00	\$95.00	\$950.00	No Bid	No Bid	No Bid	No Bid
42	10	MAGNUM STORM II WATERPROOF #8142 (Men's) Sizes 7-14	No Bid	No Bid	\$69.00	\$690.00	\$79.00	\$790.00	\$71.50	\$715.00	No Bid	No Bid
43	10	MAGNUM STEALTH II # 8152 (Not Waterproof) Black (Men's) Sizes 7-14	No Bid	No Bid	\$69.00	\$690.00	\$69.00	\$690.00	\$58.50	\$585.00	No Bid	No Bid
44	10	MAGNUM STEALTH II SIDE ZIP #8154 (Not Waterproof) Black (Men's) Sizes 7-14	No Bid	No Bid	\$79.00	\$790.00	\$73.00	\$730.00	\$61.75	\$617.50	No Bid	No Bid
45	3	MAGNUM STORM II WATERPROOF #8143 (Women's) Sizes 5-11	No Bid	No Bid	\$99.00	\$297.00	\$79.00	\$237.00	\$71.50	\$214.50	No Bid	No Bid
46	3	MAGNUM STEALTH SIDE ZIP - WOS #8155 (Not Waterproof) Black (Women's) Sizes 5-11	No Bid	No Bid	\$99.00	\$297.00	\$73.00	\$219.00	\$61.75	\$185.25	No Bid	No Bid
47	3	MAGNUM STEALTH #8159 (Not Waterproof) Black (Women's) Sizes 5-11	No Bid	No Bid	\$69.00	\$207.00	\$69.00	\$207.00	\$58.50	\$175.50	No Bid	No Bid
48	10	MAGNUM SPORT MID PLUS #5144 BLACK (Unisex) Sizes 3.5 - 12, 13, 14, 15	No Bid	No Bid	\$65.00	\$650.00	\$65.00	\$650.00	\$52.00	\$520.00	No Bid	No Bid
49	10	ROCKY 8" ZIPPER FORT HOOD # 0002149 (Waterproof) Black (Men's) Sizes M 7 - 15 W 7 -15	\$68.00	\$680.00	\$79.00	\$790.00	\$65.00	\$650.00	\$52.92	\$529.20	No Bid	No Bid
50	10	ROCKY 8" FORT HOOD # 0002049 (Waterproof) Black (Men's) Sizes M 7-15 W 7-15	\$60.00	\$600.00	\$72.00	\$720.00	\$58.00	\$580.00	\$48.84	\$488.40	No Bid	No Bid
51	10	ROCKY 8" ELIMINATOR 2.2 (insulated) # 0080321 BLACK (Men's) Sizes M 7- 15, EW 7-15, WI 7-15	\$135.00	\$1,350.00	\$169.00	\$1,690.00	\$138.00	\$1,390.00	\$118.44	\$1,184.40	No Bid	No Bid
52	3	ROCKY WOMEN'S 8" FORT HOOD # 0000249 (Waterproof) Black (Women's) Sizes M 4-10 WI 4-10	\$60.00	\$180.00	\$69.00	\$207.00	\$58.00	\$174.00	\$48.84	\$146.52	No Bid	No Bid
53	3	ROCKY WOMEN'S 8" ELIMINATOR 2.2 (insulated) # 0004044 Black (Women's) Sizes M 5-10 WI 5-10	\$125.00	\$375.00	\$169.00	\$507.00	\$139.00	\$417.00	\$118.44	\$355.32	No Bid	No Bid

WILLINGBORO POLICE 2007 UNIFORM BID

BIDDER NAME: _____

A.R.O. _____

	Required Documents	Oakwood	Red	Samzies	Uniform Gear	Lawmen					
	Bid Guarantee	X	X	X	X	X					
	Disclosure Statement	X	X	X	X	X					
	Non-Collusion Affidavit	X	X	X	X	X					
	Affirmative Action Affidavit	X	X	X	X	X					
	Employment Eligibility Certificate (EIF)	X	X	X	X	X					
	Bid Certification	X	X	X	X	X					
	State Certificate/Business Registration Certificate	X	X	X	X	X					
	Sealed Bids Opened 3/28/02 10:00 am										
	Present during bid opening:										
	Jeffrey A. Belets - Samzies Uniforms										
	James Weldon - Uniform Gear										
	Sarah Wooding Deputy Township Clerk										
	David Retzko - Willingboro Police Department										
	Donna Dimitri Willingboro Police Department										

78

RESOLUTION NO. 2007 - 78
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:

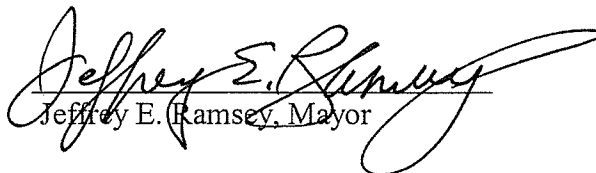
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

Litigation - Village Mall


- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/8, 2007, that an Executive Session closed to the public shall be held on 5/8, 2007, at 6:15 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	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings				
Mayor Ramsey	✓			

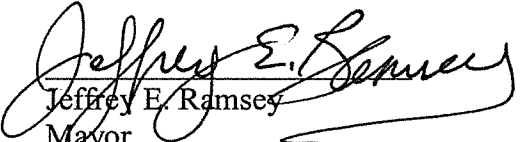
✓ Arrived 7PM

RESOLUTION NO. 2007 – 79


**APPROVING THE ADOPTION OF THE
2007 BUDGET AS AMENDED**

WHEREAS, the Willingboro Township 2007 Budget has been amended as per Resolution Adopted on April 27, 2007; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8th day of May, 2007, that the 2007 Willingboro Township Budget is adopted as amended.


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	✓			

**RESOLUTION OF TOWNSHIP OF WILLINGBORO
80 - 2007**

**CERTIFYING A TAX LEVY AND REDUCING THE BUDGET OF
THE BOARD OF EDUCATION OF THE TOWNSHIP OF WILLINGBORO
PURSUANT TO N.J.A.C. 6A:23-8.10**

BE IT RESOLVED by the Township of Willingboro, in the County of Burlington, that:

WHEREAS, the Board of Education of the Township of Willingboro (the "Board") proposed a school budget for the year 2007-2008 which incorporated a tax levy to the voters of the Township of Willingboro above the maximum T&E budget prescribed by law, 18A:7F-1 et seq.; and

WHEREAS, the proposed 2007-2008 School Budget of the Board was overwhelmingly defeated at the annual election held on Tuesday, April 17, 2008; and

WHEREAS, pursuant to N.J.S.A. 18A:22-37, the Township of Willingboro governing body (the "Township") met and consulted with the Board so as to review the budget defeated by the voters of the Township of Willingboro; and

WHEREAS, pursuant to N.J.A.C. 6A:23-8.10 the Township reviewed those materials provided by the Board including but not limited to a complete line-item budget, a copy of the annual Quality Assessment Annual Report, the Board's most recent annual audit, the Board's explanation for any action regarding reallocation or required additional expenditures directed by Commissioner of Education (the "Commissioner") or the Burlington County Superintendent of Schools (the "County Superintendent"), a professional and nonprofessional staffing report as well as staff salary schedules, a pupil enrollment report, a facilities list, the school report card and the comparative spending guide; and

WHEREAS, by this Resolution # 80 -2007, the Township does certify an amount and tax levy deemed necessary to provide a thorough and efficient education to the Board's pupils; and

WHEREAS, N.J.A.C. 6A:23-8.10 provides that reductions to the Board's proposed general fund budget which was above the maximum T&E budget prescribed by law, shall be reviewed by the Commissioner of Education only upon application by the Board and any request for restoration must be demonstrated by clear and convincing evidence that the reduction will affect the stability of the district given the need for long term planning and budgeting; and

NOW THEREFORE BE IT RESOLVED that the Township directs such reductions in the Board's Budget shall be at such budget line-items as follows:

Line Item	Description	Original Amount	Reduction	Revised Amount
11-000-240-103	An increase in the number of assistant principals; some for security reasons; some for discipline reasons	\$237,000.00	Postpone all but the high school	0.00 (\$237,000.00)
11-000-213-100-101	An increase in resource room costs.	\$337,000.00	Postpone implementation for budget year until maximize use of present resource room; reduce by \$337,000.00	0.00 (\$337,000.00)
	An increase of eleven (11) security guards	\$219,000.00	Modify down to five (5) for high school	(\$219,000)
	Computer and software rentals	\$611,000.00	Postpone, review existing systems; reduce by \$611,000.00	0.00 (\$611,000.00)
11-000-240-103 11-000-240-105 11-000-240-110 11-000-218-104 11-000-26x-100 11-000-100-101	New staff Alternative School	\$450,000.00	Postpone the opening of the alternative school for one (1) year; reduce by \$450,000.00	0.00 (\$450,000.00)
11-000-218-104	Hiring of eight (8) additional guidance counselors	\$190,000.00	No demonstrated need. Postpone and evaluate on as needed basis	0.00 (\$190,000.00)
	Travel	\$14,000.00	Reduce travel maximum for 2007-2008 for state and local; restrict board and staff to New Jersey other than when chaperoning student field trips	\$4,000.00 (\$10,000.00)
	Staff Training		Freeze at 2006-2007 budget rate	(number not determined)
	Supplies and Expenditures	\$200,000.00	Freeze and reduce all non-instructional supplies	(\$200,000.00)
	New Administrators	\$317,985.00	Freeze hiring of all new administrative positions. Eliminate twelve (12) month positions	(\$317,985.00)

; and

BE IT FURTHER RESOLVED, by the Township of Willingboro in the County of Burlington, State of New Jersey, that the Clerk of the Township is directed to certify to the Board of the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the following amounts to be included in the taxes to be assessed, levied and collected in the Township of Willingboro School Budget shall be:

Tax Levy

General Fund – Original	\$29,330,862.00
Reduction	\$ <u>2,571,985.00</u>

General Fund – Certified

\$26,758,877.00;

; and

BE IT FURTHER RESOLVED, that the Township hereby certifies that the Township has reviewed the budget proposed by the Willingboro Board of Education and deems the revised budget adopted by this Resolution #80 - 2007 is sufficient for the provision of a thorough and efficient system of education;

BE IT FURTHER RESOLVED, that the Township finds that the reductions directed by this Resolution will not will negatively impact on the stability of the district given the need for long term planning and budgeting ("stability grounds") and will not require long term planning or budgeting, can be accomplished within the budget year, will not adversely affect the district board of education's ability to operate a school system and do not affect a program, service or other expenditure contained within the efficiency standards established pursuant to N.J.S.A. 18A:7F-4b; and

BE IT FURTHER RESOLVED that unrestricted miscellaneous revenue appears to be understated as compared to the 2005-2006 appropriation and the Board should investigate increasing the 2007-2008 appropriation by two hundred thousand dollars (\$200,000.00), dependent upon miscellaneous revenue received to date; and

BE IT FURTHER RESOLVED that it also appears that no amount has been budgeted from the unappropriated balance for 2007-2008, and that one hundred thousand dollars (\$100,000.00) could be appropriated; and

BE IT FURTHER RESOLVED that the Board will receive nine hundred sixty-three thousand dollars (\$963,000.00) and though this amount is not to be used for tax levy reductions and is not required to be shown in budget at this time, and the Department of Education has released guidelines for its use and said funding may be used to defray expenditures for low-income students by expanding and enhancing full-day kindergarten, preschool and kindergarten through 8th grade math and/or language arts literacy programs; and

BE IT FURTHER RESOLVED that the Board could, without affecting pupil education, increase class size at the high school until student attendance is ninety-five percent (95%); and

BE IT FURTHER RESOLVED that the Board should investigate new health benefit packages to obtain the same or better coverage at a lower cost and that the potential savings will be two thousand dollars (\$2,000.00) per employee per year; and

BE IT FURTHER RESOLVED that the Board should reduce the cost of legal service by fifty percent (50%) and limit staff access to the legal office, the number of firms or attorneys providing such work, and that training should be provided to the Board and central staff to avoid legal pitfalls; and

BE IT FURTHER RESOLVED that the Board must implement all corrective action identified in its last audit; and



BE IT FURTHER RESOLVED that a copy of this Resolution # 80-2007 of the Township of Willingboro, County of Burlington, State of New Jersey, with a cover letter stating the intentions of the Township be forwarded to the County Superintendent of Schools and the Township of Willingboro Board of Education; and

BE IT FURTHER RESOLVED that the following shall be attached to and made a part of this resolution: (1) Overall Review, (2) School District Budget Review and (3) Willingboro District Concerns.

IT IS HEREBY CERTIFIED that the foregoing is a true and correct copy of a Resolution duly adopted by the Township of Willingboro, Burlington County, New Jersey, at a meeting of the Township held on May 21, 2007.

IT IS FURTHER CERTIFIED to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the amount sent forth in the Resolution is the amount determined to be necessary to provide a thorough and efficient system of schools in the Willingboro Township School District for the 2007-2008 school budget year.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Willingboro, this 21st day of May, 2007.


Marie Annese, RMC, Township Clerk,


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

OVERALL REVIEW

In addition to a modest effort to maintain the status quo, honor various employee contracts and anticipate increases in fuel, utilities and medical benefits, etc., there are some areas in need of serious reconsideration. Of these, some simply need to be postponed or modified downward. The balance, particularly outsourcing special education placements need new in-house solutions.

The areas for overall re-consideration are:

Area	Comment	Postpone/modify/review	In-house solution
Administration	An increase in the number of assistant principals at a cost of \$237,000; some for security reasons; some for discipline reasons.	Postpone all but the high school	
Resource Rooms	There appears to be a \$337,000 increase in resource room costs with little rationale. This may be an attempt to move SE students out of self-contained assignments to the infusion model. Shouldn't this then decrease the number of teachers in self-contained situations, creating an offset in cost?	Postpone.	
Early Childhood	A significant increase is proposed with no apparent rationale...this may be covered by a state revenue source	Postpone/modify.	
Supervisors	A number of supervisors have been proposed.	Postpone.	
Security	An increase of 11 security guards has been proposed at a cost of \$219,000.	Modify down to 5 for high school.	
Computer & software rentals	There is a total line in the amount of \$611,000. There is	Review.	

	no evidence detailing these contracts. A thorough review of all contracts is needed, including the necessity for each unit.		
Lease/purchase agreements	The contracts of all business machines including photocopy machines need to be reviewed for both cost effectiveness and necessity. Photocopy machine contracts should be reviewed first.	Review and modify	
Special Education out-placement contracts.	The entire placement list needs to be reviewed. While there are obvious commitments for highly specialized needs, there is one receiving school that is contracted for more than \$2 million in services.	Review/modify and study the districts ability to establish these services within the district.	X
Transportation contracts including Special Education.	Every route should be reviewed including the date of last revision; duplicate routes, and minimally occupied busses.	Review and modify	
Textbooks and general supplies	There is a total increase of \$169,508. While textbook costs are high, is the amount formulized by student or based on specific needs? There is also a total increase of \$291,033 for general supplies.	Review and modify.	
Athletic program	Some new coaches have been requested.	Postpone.	

Willingboro Budget Review

Justification of New Staff

Alternative School

Postpone the opening of the alternative school for one year.
(savings: \$450,000.00 new staff)

Additional Security Guards

Phase the hiring of additional security guards. Hire six additional guards in 2007-2008 rather than eleven. (savings:\$125,000.00 new staff)

Counseling Services

Phase the hiring of additional guidance counselors. Hire four in 2007-2008 rather than eight. (savings: \$190,000.00 new staff)

Budget Statement

Revenue

Unrestricted miscellaneous revenue appears to be understated as compared to the 2005-2006 appropriation. Increase the 2007-008 appropriation by \$200,000.00, dependent upon miscellaneous revenue received to date.

Recap of Balances

No amount has been budgeted from the unappropriated balance for 2007-2008.
One hundred thousand dollars (\$100,000.00) could be appropriated.

Other Revenue

Target At-Risk Aid

\$963,000.00 will become available but is not to be used for tax levy reduction and is not required to be shown in budget at this time. DOE has not released guidelines for use.

WILLINGBORO SCHOOL DISTRICT BUDGET REVIEW

1. Address all the sections in the financial report as described by the auditor.
2. Adhere to all agreements negotiated by the Board of Education and the various bargain units.
3. Complete an analysis of all budget areas spanning a three year time period.
4. Determine if all operations are in compliance with operating procedures as defined by the Board of Education and the State Department of Education.
5. Check for accuracy of internal control practices.
6. Visit the organizational structure of the district.
7. Improve the segregation of duties.
8. Avoid the use of signature stamp.
9. Avoid altering purchase orders.
10. Improve the controls of who will have access to financial data.
11. Improve the documentation to support disbursements.
12. Review employment reimbursement to assure accuracy.
13. Board to have full knowledge of new hires.
14. Establish a procedure relate to retired employee benefit payments.
15. Improve the grants management function and budget process.
16. Do a through review of food services to determine cost saving measures and high student satisfaction.
17. Do an in-depth analysis of pupil transportation. Monitor rider ship and make sure that you obtained the best cost.
18. Is there a chief information officer? There is a need to have policies, controls and documentation on purchases and use for education and business.
19. Who is responsible for inventory of all materials?
20. Are inventory records properly maintained/
21. Is there a warehouse?
22. Discuss the transfer of some activities to the City Council. These activities could include the gas pumps, trash pick-up, grass cutting, snow removal, custodial services, school security, property security, etc.
23. Review all contracts spanning a period of five years looking at cost, services provided to the school district. Determine the usefulness to the school district in terms of student achievement and value to the school district as a whole.
24. Identify outstanding legal obligations and determine the most cost saving way to resolve the issues.
25. Conduct a personnel audit for each operation using real time data.
26. Conduct an in-depth study of specials education programs (in-district and out-of-district) to find some financial relief and raise the quality.

27. Review the communication expenses – telephone, copying and fax machines.
28. Review the use of space in the district to save cost.
29. Raise the issue of increased class size at the high school until student attendance is 95%.
30. Reduce travel maximum for 2007-2008 for state and local fund saving \$14K. Restrict board and staff to New Jersey other than chaparrals for student field trips.
31. Investigate new health benefit packages- same and better coverage at lower cost. Potential savings \$2K per employee per year.
32. Freeze staff training cost at 2006-2007 budget rate.
33. Reduce legal service cost by 50%. Limit the use of staff access to legal office and limit the length of attendance at Board meetings. Reduce the number of firms or attorneys. Provide training for board and central staff to avoid legal pitfalls Saving \$125K. An extension of the legal training will result in the cost and number of judgement against the district. Reduce the 2007=2008 budget by \$150K and reducing the remaining \$1M by 50% the following year, saving \$500K and 50% the 3rd year, saving \$250K..Grand saving \$900K.
34. Freeze and reduce all non-instructional supplies and expenditures, saving \$200K
35. Freeze hiring of all new administrative positions. Eliminate 12 month positions. Possible saving \$317985.

Willingboro District CONCERNS

Staffing:

1. The district organization chart should be reviewed for appropriate alignment of all positions.

Concerns:

- A. Director of Technology is not part of the curriculum and instruction department.
- B. Student attendance is responsible to the Administrator for the Office of emergency Preparedness.
- C. Director of Non-Traditional Learners does not report to the Curriculum and Instruction Assistant Superintendent.

A thorough review by outside team may be able to recommend a more efficient and reporting Organization Chart.

School Level Operation:

Monitoring School Level Plans and Expenditures

- (1). There appears to be a breakdown in communications and coordination of the school level and district level operations.
As an example, (ECPA funds must be maintained by school level expenditures).
- (2). Demonstrably Effective Program Aid must be maintained at the school level.

Recommendations:

- (1) A Management/Monitoring team consisting of several outside monitors and outside educators to monitor the school operation to ensure compliance is needed. This 3 or 4 member team could make use of a tool similar to the one used in CAPA. This team could also monitor the School Leadership Council(SLC).
- (2) School Leadership Team should be trained to evaluate/assess the operations.
- (3) District staff should be provided additional training to support and monitor these operations.
- (4) This team should develop an accountability management system to monitor and track all school level operations and expenditures.

Establishing a monitoring/management team will assist the District in building capacity to ensure greater efficiency of expenditures of local, state and federal mandates.

Special and/or State Projects:

There are a number of indicators that suggest funds are not being charged to inappropriate accounts.

The management team should assist the district in creating a tool and strategies for district personnel to monitor's school operations.

Appropriate professional development should be provided.

Instructional Program:

The district with the assistance of a management team needs to continue to review the use of outside revenue (NCLB and related funding with a School Leadership Team). Critical issues to be reviewed:

- Tracing/use of such funds.
- Creating Alternative Program and
- Improving Special Education/Services
- Designing effective Alternative Programs (Small Learning Communities)
- Reviewing the use of funds before and after school programs as well as, extended year.

The use of a small team to assist the district to build capacity in the above areas should yield the following:

- (1). Schools will either attract parents with students back to the public schools or stop them from leaving. Charter schools offer before and after school activities.
- (2). Alternative education will provide better opportunities for students that are not traditional learners. This may also reduce the number of children being referred to outside institutions.

Transportation:

The district should review the use of outside contracts for certain runs that might be done by the district. This transportation done by the district may be more cost effective over a period of time. (It may be beneficial for this district to purchase buses. This should be done over a period of time.



RESOLUTION NO. 2007 - 81
**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.

Deputy School Budget

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/21, 2007, that an Executive Session closed to the public shall be held on 5/21, 2007, at 6:10 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
 Jeffrey E. Ramsey, Mayor

Attest:
Marie Annese
 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 – 82

Whereas, Willingboro Township Council has determined that the service of a municipal recruiting service is needed to assist the governing body in the process of recruiting, interviewing, selecting and hiring a Township Manager and a Director of Public Safety; and

Whereas, the Willingboro Township Council advertised for Request for Qualifications and received a response from one professional municipal recruiting firm; and

Whereas, Jersey Professional Management, 23 North Avenue East, Cranford, New Jersey submitted a proposal for services as a professional municipal recruiting firm; and

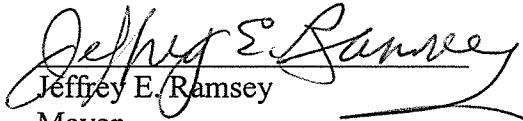
Whereas, the Willingboro Township Council has determined that they will designate Jersey Professional Management as an appropriate recruiter for the provision of said services; and

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 Jersey Professional Management is qualified to provide such services; and

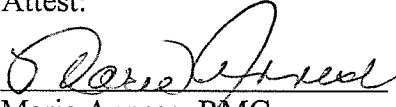
Whereas, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection; and

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 22nd day of May, 2007, that the Township of Willingboro will retain the services of Jersey Professional Management for a sum not to exceed \$22,000.00.


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"/>			

Certification of Availability of Funds

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

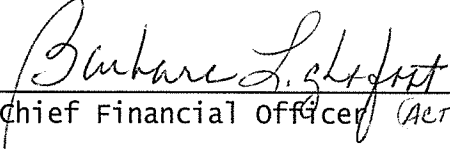
Resolution Date: 03/06/07
Resolution Number: 2007-43

Vendor: JERSE020 JERSEY PROFESSIONAL MANAGEMENT
23 NORTH AVE, EAST
CRANFORD, NJ 07016

Contract: 07-00001 Jersey Prof Mgmt-Recruiting
Service

Account Number	Amount	Department Description
7-01-20-110-110-131	22,000.00	MAYOR & COUNCIL
Total	22,000.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer (Acting)

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN The Township of Willingboro, in the County
 of Burlington of the State of New Jersey,
 hereinafter designated as "Township"

AND JERSEY PROFESSIONAL MANAGEMENT,
 23 North Avenue East, Cranford, New Jersey 07016,
 hereinafter designated as "Corporation."

THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants, the Township and the Corporation agree as follows:

1. **Scope of Services.** The Corporation is hereby retained for the purpose of recruiting a Director of Public Safety to be employed by the Township of Willingboro.

2. **Terms and Conditions.** This contract shall cover a one year period from the date of its execution, with the following services to be provided:

Interview Township Officials to establish a job description, prepare a duties and responsibilities outline, advertising, recruiting prospects, interviewing, presenting candidates at final interviews, negotiating terms and conditions of employment, completing a written compensation package and list goals and priorities.

3. **Consideration.** For the services outlined above and services incidental thereto the Corporation will be paid a flat fee of \$10,500.

The fee payment schedule for the flat fee of \$10,500 shall be as follows:

\$2,300	1st payment upon beginning the recruitment.
2,200	2nd payment upon submission of 1 st batch of resumes.
2,100	3rd payment upon submission of 2 nd batch of resumes.
2,000	4th payment upon selection of semi-finalists.
1,000	5th payment upon selection of finalists
900	6th payment upon hiring
\$10,500	Total Fee

The Township will also be responsible for direct costs of advertising the position of Director of Public Safety. The Township will either pay these charges directly to the newspapers and publications providing these advertising services or reimburse the Corporation should the Corporation pay these charges on the Township's behalf.

Bills for the recruiting services shall be submitted on vouchers and paid in the same manner as other obligations of the Township.

4. **Assignment.** This contract shall not be assigned by the Corporation.

5. **Special Provisions.**

(a) The Corporation agrees to perform the services as outlined and supply copies of job descriptions, job interviews, advertising and any other written material prepared by it.

(b) Payment for direct costs of advertising shall be the responsibility of the Township. The Township will either pay these charges directly to the newspapers and publications providing these advertising services or reimburse the Corporation should the Corporation pay these charges on the Township's behalf.

(c) It is understood and agreed that the Township may terminate the within contract at any time and for any reason whatsoever, provided that the Corporation is paid for services rendered up to the date of termination.

(d) The Township agrees to pay the Corporation a placement fee of \$10,500 if the Corporation's Staff Associate is hired by the Township, either during the term of this contract, or within three (3) years of the conclusion of the services provided under this agreement.

6. **Affirmative Action Requirements:**

Pursuant to P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.), the parties to this Agreement incorporate herein the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) promulgated by the Treasurer of the State of New Jersey, as those sections shall be

amended and supplemented from time-to-time and the Corporation agrees to comply fully with the terms, provisions and obligations of those administrative directives, failing which this Agreement shall be deemed null and void. The Corporation avers that it has less than 50 employees and has completed an Affirmative Action Affidavit certifying its compliance with the requirements of P.L. 1975, c. 127; and that in the event its work force increases beyond 50 employees, it will contact the State Affirmative Action Office and complete an Employee's Information Report.

The Corporation agrees to and shall comply with all of the other rules, regulations, provisions and requirements of the State and Federal Government applicable to this Agreement, which are now in force or may hereinafter be promulgated, and with all of the provisions of the Resolution which are hereby incorporated by reference.

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

ATTEST:

Township of Willingboro

By _____

ATTEST:

JERSEY PROFESSIONAL MANAGEMENT

By _____
Daniel J. Mason, President

RESOLUTION NO. 2007 - 83

**A RESOLUTION APPOINTING A REGISTRAR OF VITAL STATISTICS
FOR THE TOWNSHIP OF WILLINGBORO FOR A
THREE YEAR TERM.**

WHEREAS, it is necessary that the Township Council appoint a Registrar of Vital Statistics for the Township of Willingboro, to hold office pursuant to N.J.S.A. 26:8-11 et. seq. for a three year term; and

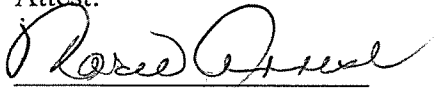
WHEREAS, the Township Council has determined that the reappointment of Deanna Bates is in the best interest of the Township of Willingboro,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 22nd day of May, 2007, that:

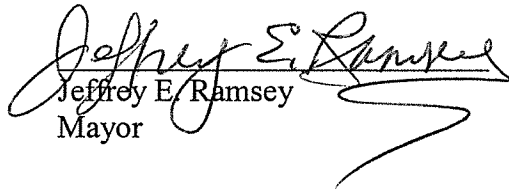
1. Deanna Bates be and hereby is appointed as Registrar of Vital Statistics for the Township of Willingboro, for a term expiring May 21, 2010.
2. The salary for the Registrar of Vital Statistics be and hereby is fixed as per Salary Ordinance / Resolution.

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to Deanna Bates, Township Manager, Chief Financial Officer of the Township of Willingboro and the State Department of Health as required by law.

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	✓			

WI

MARIE

TOWNSHIP

MAIL TO:

*DEPT OF HEALTH &
SENIOR SERVICES*

C/O KATHY JOHNSON

PO BOX 370

*TRENTON, NJ
08625*

DATE: Ma
TO: May
FROM: Joann
SUBJECT: Appointment of RVS

Manager

Our Registrar of Vital Statistics, Robin Gould has been absent for several months due to an injury sustained in an automobile accident some time ago. She will not be returning to the job and is off the payroll as on May 13, 2007.

Deanna Bates has worked for Willingboro for several years in Code Enforcement, Tax Office and as Deputy Registrar of Vital Statistic. She is a State Certified Registrar of Vital Statistics and has been covering the office during Robin's absence.

I recommend that Deanna Bates be appointed as Registrar of Vital Statistics for Willingboro Township.

1. THE LAW

A. APPOINTMENTS

26:8-11

1. LOCAL REGISTRAR. The local board having jurisdiction over each registration district shall appoint a local registrar for that district.

In those districts where there is no separate board of health, the appointment shall be made by the governing body.

In any district having a population of less than 5,000 persons, the municipal clerk shall be appointed as local registrar at a salary to be determined by the appointing authority.

26:8-12

2. APPROVAL OF APPOINTMENT. The appointment of a local registrar shall be immediately certified to the State Department. In the case of an appointment by the governing body, the certification is usually made by the Municipal Clerk. In the case of an appointment by the board of health, the certification is made by the Secretary of the Board.

In either case, the local registrar so appointed should follow up to make sure such certification is sent to the State Department. Note that this should be done immediately after the appointment.

The appointment does not become effective until thirty days from the date of filing of the certificate, unless sooner approved in writing by the department.

If, within the thirty days the department disapproves of the appointment, the office shall be deemed vacant.

26:8-13

3. TERM OF OFFICE. The term of office of a local registrar shall be three years. The registrar shall serve until his successor has been appointed and qualified.

If the Municipal Clerk is the local registrar by virtue of the population, the term of office of the registrar is

concurrent with the term as clerk.

The local registrar, who is also the clerk, is subject to all the rules and regulations of the State Registrar.

- 26:8-14 4. **TIME OF APPOINTMENT.** At least 10 days before the expiration of the term of office of the local registrar, the successor shall be appointed by the appointing authority.

A local registrar who would be re-appointed should be alert to the date of the expiration of the term and follow-up with the appointing authority to ensure that the re-appointment is made in accordance with this statutory requirement.

- 26:8-15 5. **VACANCY.** Any vacancy occurring in the office of local registrar shall be filled in the same manner as an original appointment but for the unexpired term only. If in case of such vacancy, the appointing authority shall not within 10 days thereafter fill such vacancy and certify the same to the State Department, the Department may make such appointment, and in the meantime the clerk or executive officer of the appointing authority shall act as local registrar.

- 26:8-16 6. **ELIGIBILITY.** (No) physician, midwife, or funeral director shall be appointed as local registrar, but in any registration district where full time health officials will in the judgement of the State Department, properly conduct registration of vital records such officials or one or more of them may be appointment as local registrars for such registration district and they shall be subject to the rules and regulations of the State Registrar and to all the provisions of Chapter 8, registration of vital statistics and Chapter 6, disposal of death bodies of Title 26 and Chapter 1 of Title 37, marriages and married persons. *The prohibition against appointment of a physician as registrar shall not apply where the physician is also a full time health officer.

- 26:8-17 7. **DEPUTY AND ALTERNATE DEPUTY.** The local registrar, immediately upon accepting the appointment,

* shall appoint a deputy to assist in the normal, day-to-day operation of the office to act in the registrar's place in case of absence, disability or death of the registrar.

The law is clear that it is the responsibility of the registrar to appoint the deputy. In some municipalities, the appointing authority feels it should make the appointment and it has been known to become a political football. The local registrar should make every effort to handle the matter diplomatically but still obey the law, maintaining a good relationship with those of the appointing authority.

The choice of a deputy should be governed by ability, a cooperative spirit, and availability to perform duties.

In the case of death of the local registrar, the deputy shall act as local registrar until a new local registrar has been appointed and qualified.

* The deputy shall accept the appointment in writing. The acceptance can be written on the registrar's copy of the correspondence notifying the State Department of the appointment.

In addition to a deputy registrar, the local registrar may appoint one or two alternate deputy registrars if the local registrar deems such an appointment to be necessary for the office to function efficiently and to provide quality service to the public.

Another need to be considered is following the Statutes regarding marriage applications. Only the registrar and deputy could previously administer the oath on a marriage license application. In some cases, the local registrar was signing the oath without actually seeing the applicants; a clerk was signing the local registrar's signature or the clerk was signing the oath; and in an extreme case, a rubber stamp was being used on the oath. If any of these examples are taking place in your office, take advantage of the law and appoint an alternate deputy, who is authorized to take the oath of a marriage license.

Authority of deputy registrar and alternate deputy registrar:

1. Receive birth certificates.
2. Receive death certificates.
3. Issue burial permits.
4. Issue copies of birth, death, and marriage certificates.
5. Take the oath on marriage license applications.
6. Issue marriage licenses.

The deputy registrar and alternate deputy registrar shall receive instructions from and perform their duties under the direct supervision of the registrar, who shall be the final authority with the responsibility of fulfilling the duties of the local registrar outlined in the Statutes. The selection of a deputy and alternate deputy should be carefully made considering their ability to follow directions and respect the authority and responsibility of the registrar.

Once appointed by the local registrar, the deputy registrar, alternate registrar(s) and sub-registrar(s) shall serve a term of office of three years subject to the same rules and statutes regarding the term of office as the registrar.

26:8-18

8. **SUB-REGISTRAR.** When it is necessary for the convenience of the public, the local registrar may, with the approval of the State Registrar, appoint one or more suitable persons to act as sub-registrars. *The assignment of a sub-registrar is not mandatory.* The decision to make such an appointment is made entirely at the discretion of the local registrar base upon his or her determination of need for the position.

Authority of Sub-Registrars:

1. Receive birth certificates.
2. Receive death certificates.
3. Issue burial permits and transit permits.

Some registrars appoint desk sergeants or shift commanders of the police department as sub-registrars. Hospital registrars may consider appointing a member of the hospital staff as sub-registrar as a convenience for funeral directors.

26:8-19

9. **REMOVAL FROM OFFICE.** Any registrar, deputy

registrar, alternate deputy registrar, or sub-registrar, who in the judgement of the State Department fails or neglects to discharge efficiently the duties of the office as set forth in Chapter 8, Registration of Vital Statistics and Chapter 6, Disposal of Dead Bodies of Title 26, and Chapter 1 of Title 37, Marriages and Married Persons, may be removed by the State Department and shall be subject to such penalties provided by the Statutes.

(Upon such removal the office shall be deemed vacant.)

28:8-20

10. CIVIL SERVICE. Term of office, appointment and removal does not apply to municipalities operating under the Civil Service Act.

26:8-21

11. REGULATIONS GOVERNING DEPUTY, ALTERNATE DEPUTY, AND SUB-REGISTRARS. All of the provisions of the Statutes, and rules and regulations of the State Department, applying to the local registrar in the performance of the duties of the position, apply to deputy registrars, alternate deputy registrars and sub-registrars.

The prohibition against appointing physicians or funeral directors does not apply to sub-registrars if such appointment would provide efficient registration of vital records.

26:8-22

12. OATH. Before assuming their duties, the local registrar, deputy registrar, alternate deputy registrar, and sub-registrar, must take an oath to perform the duties of the office faithfully and impartially. The oath is to be filed with the local appointing authority. If such oath is not filed within ten days after the appointment, the office shall be deemed vacant. The oath is usually administered by the municipal clerk or municipal court judge.

2. DUTIES

26:8-24 B

- A. SUPERVISION. The State Registrar has supervisory power over local registrars, deputy registrars, and sub-registrars in the enforcement of the law relative to the disposal of dead bodies and the registration of vital records.

B. DUTIES. The local registrar, under the supervision and direction of the State Registrar has the following duties:

1. Strictly and thoroughly enforce the law relative to the disposal of dead bodies and the registration of vital records.

This would require the local registrar to be thoroughly familiar with the law, rules and regulations, and vital statistics manual.

2. Supply blank forms of certificates to such persons as require them. Forms are supplied by the State Registrar who suggests that a six month supply be ordered.

Funeral Directors, hospitals, and nursing homes will request blank deaths certificates. Hospitals and birthing centers have to be supplied with birth certificates.

Do not give out blank correction forms.

3. Supply to every physician, midwife, and funeral director a copy of the law relative to the registration of vital records and the disposal of dead bodies, together with such rules and regulations prepared by the State Registrar relative to enforcement.

Copies of said laws are supplied by the State Department.

4. The registrar must sign his or her name and insert the date of filing in the spaces provided on each birth, death, and marriage certificate accepted by his or her office.
5. The registrar must examine each certificate, birth, death, or marriage when presented to determine if it is complete, legibly prepared, and in

accordance with the law and instructions of the State Registrar.

This is vital! Births and marriage certificates not meeting the standards should not be accepted. Death certificates which can be corrected may be accepted for the purpose of issuing a burial permit, so that the last arrangements may proceed, but no certified copies should be issued until the certificate is properly completed and accepted.

6. Prior to carbonized forms, the local municipality was required to make a complete and accurate copy of each birth, marriage, and death certificate, to be the local permanent copy.

The State now provides carbonized forms with the second copy being the local permanent copy.

Registrars are urged to remove the carbons before mailing the certificate to another registrar so that the local permanent copy is not marked by folds and postal impressions.

- e 7. On the tenth of the month, the local registrar is required to transmit to the State Registrar all original birth, marriage, and death certificates filed for the preceding month. Major municipalities should send reports to Trenton twice a month the 10th and 25th. If there are no certificates filed to be forwarded to Trenton on the tenth of the month, the registrar should send a "No Report" post card. It is recommended that the post cards be enclosed in an envelope to prevent loss in the mail. Registrar may also fax a "No Report" card to the State Registrar at 1-(609)-777-1337.

Hospital registrars where birth certificates are transmitted directly to Trenton electronically, must mail the hard copy to Trenton to reach the State Registrar by Friday of each week.

8. Make an immediate report to the State Registrar of any violation of the Statutes coming to his/her knowledge.
9. The Registrar must forward a copy of the following certificates of events occurring in his/her municipality:
 - a. Any birth in his/her municipality to parents who are residents of another municipality to the registrar of that municipality.
 - b. Any death in his/her municipality of any person residing in another municipality to the registrar of that municipality.
 - c. A marriage in his/her municipality of any couple who obtained the license in another municipality to the registrar of that municipality.

These copies, known as "resident copies" must be forwarded within five (5) days of such event.

26:8-26 . C. DUTIES OF SUB-REGISTRAR. Each sub-registrar shall sign his name and insert the date of filing, and forward all certificates to the local registrar within 5 days.

A certificate for a death not occurring in the district, as permitted by section 26:6-6, such certificate shall be forwarded to the local registrar of the district within 12 hours.

TOWNSHIP OF WILLINGBORO

INTEROFFICE MEMO

TO: MARIE ANESSE, TOWNSHIP CLERK
FROM: ERIC BERRY, DEPUTY TOWNSHIP MANAGER
DATE: MAY 15, 2007
SUBJECT: REGISTRAR OF VITAL STATISTICS

Please compose a resolution for Township Council's approval at the May 22nd council meeting for the appointment of Ms. Deanna Bates to the title of **Registrar of Vital Statistics**. This vacancy was created by the departure of Ms. Robin Gould.

c- Joanne Diggs, Acting Township Manager

MISCELLANEOUS DUTIES

VIII. REGISTRAR OF VITAL STATISTICS

A. APPOINTMENT, TERM OF OFFICE, EFFECTIVE DATE [N.J.S.A. 26:8-11-13]

1. In municipalities having a population of less than 5,000, the Municipal Clerk must be appointed as Registrar of Vital Statistics. [N.J.S.A. 26:8-11] In municipalities having a population of 5,000 or more, the Municipal Clerk may be appointed as Registrar at a salary to be determined by the appointing authority. 12/02
2. The appointment of the Registrar of Vital Statistics is made by the Board of Health of the Municipality.
3. Term of Office:
 - a. For a Municipal Clerk serving as registrar shall be concurrent with his/her term of office of Municipal Clerk. [N.J.S.A. 26:8-13]
 - b. For other Registrars, the term of office is for three (3) years.
4. The appointment must be immediately certified to the State Department of Health and becomes effective thirty (30) days thereafter. [N.J.S.A. 26:8-12]

B. DUTIES [N.J.S.A. 26:8-25]

Registrars of Vital Statistics process vital records pertaining to births, deaths and marriages occurring in the municipality. Monthly activity reports must be transmitted to the State Registrar by the 10th of each month. Municipal Clerks who serve as Registrars should contact the Office of State Registrar for an *Instruction Manual for Local Registrars*, all certificates, forms and booklets. Personalized help from field representatives and training courses are available from the State Registrar.

C. DEPUTY REGISTRAR(S) [N.J.S.A. 26:8-17]

A Deputy Register shall be appointed by the Registrar, however, the Registrar has primary responsibility for the duties of the office. The Registrar may also appoint one (1) or two (2) alternate deputy Registrars.

12/02

MCANJ-SG\11-13

TOWNSHIP OF WILLINGBORO

INTEROFFICE MEMO

TO: MARIE ANESSE, TOWNSHIP CLERK
FROM: ERIC BERRY, DEPUTY TOWNSHIP MANAGER
DATE: MAY 15, 2007
SUBJECT: REGISTRAR OF VITAL STATISTICS

Please compose a resolution for Township Council's approval at the May 22nd council meeting for the appointment of Ms. Deanna Bates to the title of **Registrar of Vital Statistics**. This vacancy was created by the departure of Ms. Robin Gould.

c: Joanne Diggs, Acting Township Manager

RESOLUTION NO. 2007 - 84

**A RESOLUTION AWARDING A CONTRACT FOR
MILLCREEK PARK EMERGENCY CULVERT REPAIR**

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

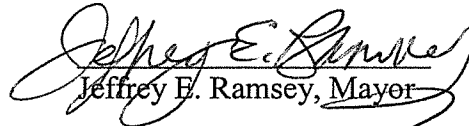
WHEREAS, proposals were received; and

WHEREAS, it appears to be in the best interest of the Township to accept the proposal of **Spencer V. Maussner, Inc., 35-A East Main Street, Marlton, NJ 08053**, the amount is not to exceed **\$124,153.43**; and

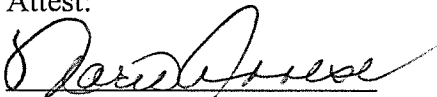
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd of May, 2007, 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.


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 of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 05/22/07
Resolution Number: 2007-84

Vendor: SPENCER SPENCER V MAUSSNER INC
35A EAST MAIN ST
MARLTON, NJ 08053

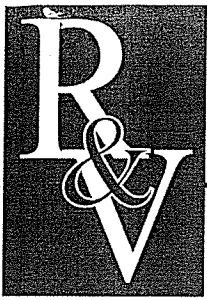
Contract: 07-00006 SPENCER- EMERG CULVERT REPAIR

Account Number	Amount	Department Description
C-04-55-902-004-922	100,915.55	2002 GENERAL CAPITAL
C-04-55-905-004-920	23,237.88	GENERAL CAPITAL 2005
Total	124,153.43	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Acting 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.

May 7, 2007

MAY 8 - 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

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)

Ms. Joanne Diggs
 Acting Township Manager
 Township of Willingboro
 Municipal Complex
 1 Salem Road
 Willingboro, NJ 08046

**Re: Township of Willingboro
 Millcreek Park Emergency Culvert Repair
 Our File #0338G003**

Dear Ms. Diggs:

We have tabulated the bids received on May 4, 2007, with reference to the above captioned project and find the low bidder to be Spencer V. Maussner, Inc., 35-A East Main Street, Marlton, NJ 08053, in the amount of \$124,153.43 representing Base Bids Items 1 through 21. A copy of the tabulation is enclosed for your review.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Spencer V. Maussner, Inc. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

By

K. Wendell Bibbs, P.E., C.M.E.
 Senior Associate

KWB/smp

Enclosures

cc: Mayor & Council, c/o Marie Annese, Clerk
 Richard Brevogel, Director of Public Works
 Barbara Lightfoot, Finance
 Richard G. Arango, P.E., C.M.E.
 Greg Sullivan, P.E., C.M.E.
 Syreeta M. Paul
 Raymond D. Longmore

MEMORANDUM

TO: Frank J. Seney
K. Wendell Bibbs

FROM: Elaine E. Lashley

RE: Millcreek Park Emergency Culvert Repair
Township of Willingboro
Project No.: 0338G003

DATE: May 4, 2007

I have reviewed the bids submitted for the above-referenced project and have found no apparent errors and/or omissions. A copy of the bid tabulation has been attached for your review.

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Spencer V. Maussner, Inc.	\$124,153.43
Mount Construction Co., Inc.	\$175,252.05
The average bid price for the Base Bid is:	\$149,702.74
Engineer's Estimate for the Base Bid is:	\$92,997.50
The lowest bidder is:	Spencer V. Maussner, Inc.
The highest bidder is:	Mount Construction Co., Inc.
<u>CONTRACTOR</u>	<u>BID AMOUNT ALTERNATE BID NO. 1</u>
Spencer V. Maussner, Inc.	\$126,403.43
Mount Construction Co., Inc.	\$171,652.05
The average bid price for Alt. Bid No. 1 is:	\$149,027.74
Engineer's Estimate for Alt. Bid No. 1 is:	\$88,407.50
The lowest bidder is:	Spencer V. Maussner, Inc.
The highest bidder is:	Mount Construction Co., Inc.

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME:
MILLCREEK PARK EMERGENCY CULVERT REPAIR
PROJECT NUMBER:
0338G003
CLIENT:
TOWNSHIP OF WILLINGBORO

Spencer V. Maussner, Inc.
35-A East Main Street
Marlton, NJ 08053
(856-983-6020)
((BB, CS, SS, etc.))

Mount Construction Co., Inc.
427 South White Horse Pike
Berlin, NJ 08009
(856-768-8494)
((BB, CS, SS, etc.))

BASE BID (RCP)

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	PRE-CONSTRUCTION VIDEO	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00
2	SOIL EROSION & SEDIMENT CONTROL	1	LS	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
3	NORTH AMERICAN GREEN EROSION CONTROL BLANKET, OR APPROVED EQUAL (IF & WHERE DIRECTED)	20	SY	\$5.00	\$100.00	\$10.00	\$200.00
4	CLEARING SITE	1	LS	\$25,000.00	\$25,000.00	\$48,000.00	\$48,000.00
5	ROADWAY EXCAVATION, EARTH	138	CY	\$0.01	\$1.38	\$25.00	\$3,450.00
6	BORROW EXCAVATION, SELECT MATERIAL	320	CY	\$10.00	\$3,200.00	\$10.00	\$3,200.00
7	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	400	SY	\$6.00	\$2,400.00	\$12.00	\$4,800.00
8	COURSE AGGREGATE, SIZE #57	55	CY	\$30.00	\$1,650.00	\$25.00	\$1,375.00
9	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	50	TON	\$200.00	\$10,000.00	\$150.00	\$7,500.00
10	HOT MIX ASPHALT BASE COURSE, MIX I-2, 4" THICK	95	TON	\$100.00	\$9,500.00	\$120.00	\$11,400.00
11	TACK COAT	60	GAL	\$0.01	\$0.60	\$0.01	\$0.60
12	PRIME COAT (IF & WHERE DIRECTED)	145	GAL	\$0.01	\$1.45	\$0.01	\$1.45
13	48" REINFORCED CONCRETE CULVERT PIPE, CLASS V	90	LF	\$125.00	\$11,250.00	\$350.00	\$31,500.00
14	HOT MIX ASPHALT SIDEWALK, 4" THICK	75	SY	\$50.00	\$3,750.00	\$33.00	\$2,475.00
15	CONCRETE HEADWALLS	30	CY	\$1,200.00	\$36,000.00	\$950.00	\$28,500.00
16	RIP RAP STONE, D50 = 6", 12" THICK	10	CY	\$50.00	\$500.00	\$120.00	\$1,200.00
17	GABIONS, 3' X 3' X 6' BASKETS	66	CY	\$150.00	\$9,900.00	\$300.00	\$19,800.00
18	RENO MATTRESS, TERRA AQUA OR APPROVED EQUAL	10	CY	\$100.00	\$1,000.00	\$300.00	\$3,000.00
19	TOPSOILING, 4" THICK	1300	SY	\$1.00	\$1,300.00	\$2.00	\$2,600.00
20	FERTILIZING AND SEEDING, TYPE A-3	1300	SY	\$2.00	\$2,600.00	\$0.50	\$650.00
21	2-YEAR MAINTENANCE BOND	1	LS	\$3,000.00	\$3,000.00	\$100.00	\$100.00
TOTAL CONSTRUCTION COST					\$124,153.43		\$175,252.05

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME:
MILLCREEK PARK EMERGENCY CULVERT REPAIR
PROJECT NUMBER:
0338G003
CLIENT:
TOWNSHIP OF WILLINGBORO

Spencer V. Maussner, Inc.
35-A East Main Street
Marlton, NJ 08053
(856-983-6020)
((BB, CS, SS, etc.))

Mount Construction Co., Inc.
427 South White Horse Pike
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4	CLEARING SITE	1	LS	\$25,000.00	\$25,000.00	\$48,000.00	\$48,000.00
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8	COURSE AGGREGATE, SIZE #57	55	CY	\$30.00	\$1,650.00	\$25.00	\$1,375.00
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19	TOPSOILING, 4" THICK	1300	SY	\$1.00	\$1,300.00	\$2.00	\$2,600.00
20	FERTILIZING AND SEEDING, TYPE A-3	1300	SY	\$2.00	\$2,600.00	\$0.50	\$650.00
21	2-YEAR MAINTENANCE BOND	1	LS	\$3,000.00	\$3,000.00	\$100.00	\$100.00
TOTAL CONSTRUCTION COST					\$124,153.43		\$175,252.05

RESOLUTION NO. 2007 - 85
**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.

Renewal to Weiss

- (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.

Renewal

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 5/22, 2007, that an Executive Session closed to the public shall be held on 5/22, 2007, at 7:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

Jeffrey E. Ramsey
 Jeffrey E. Ramsey, Mayor

Attest:
Marie Annese
 Marie Annese, RMC
 Township Clerk

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

RESOLUTION NO. 2007 – 86

Whereas, Willingboro Township Council has determined that the service of a municipal marketing service is needed; and

Whereas, the Willingboro Township Council has reviewed the proposal of Eggz, Inc.; and

Whereas, the Willingboro Township Council has determined that they will designate **Eggz Inc., 13 Fern Avenue, Collingswood, NJ 08108** as their Marketing Professional; and

Whereas, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) permits the contract award by ordinance or resolution without public advertising for bids when the cost or price of any contract awarded in the aggregate does not exceed the monetary threshold for the contract year; and

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

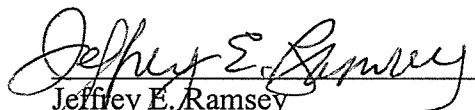
Whereas, the duration of the contract shall be for one year through April 30, 2008.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of May, 2007, that the Mayor is authorized to execute a one year contract retaining the services of Eggz Inc. for a sum not to exceed \$19,895.00.

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	✓			

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: 05/22/07

Resolution Number: 2007-86

Vendor: EGGZ EGGZ INC
 13 FERN AVENUE
 COLLINGSWOOD, NJ 08108

Contract: 07-00007 EGGZ- MARKETING SERVICES

Account Number	Amount	Department Description
7-01-20-110-110-131	19,895.00	MAYOR & COUNCIL
Total	19,895.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara L. Lyford
Acting Chief Financial Officer



Creative Energy
for the Global and Web Theatres of Business-

13 Fern Avenue, Collingswood, NJ 08108
voice: 1.856.946.4100 • 1.888.476.3449
fax: 1.856.946.4101 • www.eggzinc.com

Estimate

Eric Berry, Deputy Twp Mgr
Township of Willingboro
One Salem Road
Willingboro, NJ 08046

Date 04/20/07
Number 684-002
Revision Original
AE/Team PWA
Due Date:

Name/Title: Willingboro Brand Identity Development

Description: Please accept the following as our formal estimate for the conceptual design and development of new Brand Identity, collateral and electronic communications format for the Township of Willingboro. Should you have any questions or comments after your review, please do not hesitate to call.

Should you agree and accept this estimate, please sign where indicated and fax back to Eggz Incorporated at 856-946-4101 so we may proceed without delay. Thank you and best regards.

Description	Estimate
Layout, Design, Mechanical and Programming <ul style="list-style-type: none"> • Includes the development of the following: <ul style="list-style-type: none"> - Logo Mark/Brand Identity and positioning statement - Township Style Guide - Stationery/Letterhead package Letterhead, Second Sheet, #10 business envelope and up to 10 lots of Business cards (2-color, 500 qty. each) - 4-6 panel Community Capabilities collateral peice with accompnaying electronic version - 500 full color printed brochures - 1 series of client alterations to each stage of development - 1.5 days of location photography - 4-6 Eggz owned royalty-free stock photo images - development of collateral copy with editing of client supplied data - Style Guide & logos burned to disk for client usage or for printing usage - Includes 20 qty. 8.5" x 11" & 20 qty. 11" x 17" fiery digital color proofs for presentations and for printer 	\$ 19,895.00
Out of Pocket Expenditures The following may be invoiced at time of final billing only if applicable: <ul style="list-style-type: none"> • Additional client alterations or changes other than that specified above • Additional copywriting, manuscript or rewrites required • Additional photography, any high res scanning or retouching required • Additional digital color proofs, pre-press or printing required • Any traditional or digital illustration required • Any name or trademark search or registration fees required • Any shipping or overnight delivery services req'd • Additional media required 	TBD
TOTAL	\$ 19,895.00

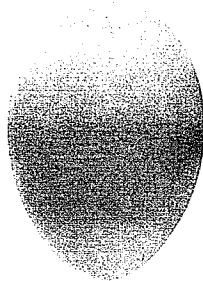
Terms: (4 monthly payments)

- A 25% deposit will be required to begin development
- A second 25% deposit will be due net 30 days from estimate approval date.
- A third 25% deposit will be due net 60 days from estimate approval date.
- Eggz, inc. reserves the right to invoice this project at any time.
- Final 25% balance will be due net 90 days from estimate approval date.
- An additional out of pocket expenditure invoice shall be sent post completion if applicable.
- Client assumes all liability and will hold Eggz, inc. harmless for any and all copyright infringement including supplied artwork and images.
- A 1.5% monthly service charge will be assessed on all balances not received within its terms. All accounts delinquent more than 30 days are liable for payment of all legal and collection fees incurred to recover the debt.
- This is an estimate only and is good for 30 days. This estimate may vary higher or lower.

Approvals:

Mr. Eric Berry (SEAL)

Date:



**A Strategic Plan For The
Integrated Branding, Marketing, Advertising,
Residential And Business Recruitment
For The Township of Willingboro, NJ**

**Presented to:
Mr. Eric Berry
Deputy Township Manager
The Township of Willingboro, NJ**

**Presented by:
Paul Autodore,
Eggz Incorporated**

February 1st, 2007

**Eggz[®]
inc.**

*Creative Energy
for the Global and Web Theatres of Business™*

World Headquarters
Historic Collingswood Theatre, 13 Fern Avenue, Collingswood, NJ 08108
voice: 1.856.946.4100 • 1.888.476.3449 • fax: 1.856.946.4101 • www.eggzinc.com

Strategic Plan Platform

We have created a campaign platform that is geared to position The Township of Willingboro for future growth and investment in both the residential and business communities. Although each campaign component may differ in the dollar and hourly amounts designated for each, our key vehicles for the delivery of your awareness campaign remain the same.

These vehicles include, but are not limited to:

- **Development of a Willingboro NJ Logo/Brand Identity Design**
- **Development of a Tag Line/Brand Positioning Statement**
- **Development of a Brand Identity Style Guide**
(Both for print reproduction and web utilization)
- **Development of a New Stationery/Letterhead Package for the Township**
- **One Full Color, 6 Panel, Self Mailing, Community Capabilities Brochure**
- **Willingboro Website and Database Development**
- **Advertising Development**
- **Advertising Media Plan Development**
- **An Extensive Meeting Calendar with Township Representatives**
- **Consulting on Special Projects and Promotional Community Events**

Strategic Plan Objectives

As in any successful campaign, the key component is that each element must compliment, parallel and work in conjunction with the other.

Therefore, our overall objective of this strategic initiative is to develop an extensive aware campaign for maximum exposure through advertising, direct mail, collateral development identity branding, while complimenting, paralleling and working in conjunction with all t current, boards, committees and associations. We will:

- Promote community, business awareness and redevelopment opportunities through a unique and exclusive set of measures including branding, advertising & direct marketing
- Develop an extensive reach for awareness to position The Township of Willingboro a place to lay a foundation to live, work and play; and
- Help increase relocation activity and overall economic vitality for both businesses and residents alike

We are confident that this first stage of the campaign will be a success.



*Creative Energy
for the Global and Web Theatres of Business™*

Paul Autodore

World Headquarters
Historic Collingswood Theatre
13 Fern Avenue, Collingswood, NJ 08108
voice: 1.856.946.4100 • 1.888.476.3449
fax: 1.856.946.4101 • www.eggzinc.com
pautodore@eggzinc.com



TOWNSHIP OF WILLINGBORO

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

July 12, 2007

Mr. Paul Autodore
Eggz, Inc.
13 Fern Avenue
Collingswood, New Jersey 08108

Dear Mr. Autodore:

Attached for your information and file is a copy of Resolution No. 2007 – 86 which was adopted by Township Council at their meeting of May 22, 2007 designating Eggz Inc. as Willingboro Township's Marketing Professional.

Also attached is an executed copy of the agreement between Willingboro Township and Eggz Inc.

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

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
cc: Ms. Foster
Finance Dept.

THIS AGREEMENT is 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 **Eggz, Inc., 13 Fern Avenue Collingswood, New Jersey 08108; and**

WHEREAS, the Township of Willingboro has, by Resolution, appointed **Eggz, Inc.** to provide services as a Marketing consultant, which contract will end on or before April 30, 2008; and

WHEREAS, for purposes of N.J.S.A. 40A:11-1, et seq., it is found as a fact that this contract for Marketing services between the Township of Willingboro and Eggz, Inc. was below the bid threshold and will not exceed \$19,895.00 in accordance with N.J.S.A. 40A:11-1, et seq.;

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:

DELINEATION OF DUTIES OF CERTAIN UNCLASSIFIED POSITIONS

This agreement shall be subject to the consent of the Township of Willingboro and the provisions of the New Jersey Local Public Contracts Law and any other applicable state or federal law, rule or regulation.

SECTION 1. SERVICES TO BE RENDERED.

As Marketing Consultant shall provide the Township of Willingboro with the Willingboro Brand Identity Development specifically for the conceptual design and development of new Brand Identity, collateral and electronic communications format for the Township of Willingboro. These services shall be rendered in accordance with A Strategic Plan for the Integrated Branding, Marketing, Advertising, Residential and Business Recruitment for the Township of Willingboro. The services shall include:

- The Description, Design, Mechanical and Programming includes the development of the following:
 - Logo Mark/Brand Identity and positioning statement
 - Township Style Guide
 - Stationery/Letterhead package (as described in Estimate Number 684-002;
 - 4-6 panel Community Capabilities collateral piece with accompanying electronic version;
 - 500 full color brochures;
 - 1 series of client alterations to each stage of development;
 - Style Guide & logos burned to disk for client usage or for printing usage;
 - Includes 2- qty 8.5: x 11: & 20 qty. 11" x 17" fiery digital color proofs for presentations and for printer;

- Out of Pocket Expenditures shall not cause the contract to exceed the bid threshold;
- Eggz, Inc. hereby agrees to perform its duties and work as a Marketing consultant in accordance with the terms provided in Eggz, Inc. Estimate Number 684-002 provided to the Township of Willingboro and dated April 20, 2007.

SECTION 2. COMPENSATION.

The Township of Willingboro agrees to pay Eggz Inc., a sum not to exceed Nineteen Thousand eight hundred ninety five Dollars (\$19,895.00). Eggz, Inc. further agrees not to incur additional expenses beyond the budgeted fee without further Township Council approval.

SECTION 3. BILLING PROCEDURE.

Eggz, Inc. will submit vouchers for approval for all fees rightfully due and owing for the services referred to in this contract on the 10th of the month to the Township Financial Director and Township Manager before the meeting date.

SECTION 4. TOWNSHIP OF WILLINGBORO RESPONSIBILITIES.

The Township of Willingboro agrees to provide all necessary assistance in properly post auditing the accounts to insure that no over-commitments or over-expenditures will be created as a result of the efforts of Eggz, Inc. on all authorized projects. Further the Township of Willingboro represents that monies are available in the amount indicated in this contract under Section 2 and that all of Eggz, Inc. bills rendered

in keeping with this contract shall be paid within thirty calendar days from the date rendered.

SECTION 5. RECORDS AND PAPERS.

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of Eggz, Inc. as it relates to the development of the Township of Willingboro Identity Development shall be and remain the property of the Township of Willingboro. Eggz, Inc. shall upon termination or expiration of this contract surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Township of Willingboro.

SECTION 6. LIMITATIONS OF SCOPE OF WORK.

This contract contemplates that Eggz, Inc. will provide the services outlined within this contract for the stated funds provided herein. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of valuation services as delineated which will frustrate the desired goals of both parties. In the event that either party shall determine that in his opinion the above situation has occurred, or threatens to occur in the immediate future, the party shall notify the other party to this contract in writing. Upon such determination, the parties agree that the Township of Willingboro may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the Township of Willingboro and a written addendum covering the services to be performed has been entered into by the parties to this agreement.

SECTION 7. INSURANCE REQUIREMENTS.

This contract contemplates that Eggz, Inc. will maintain all required insurance the insurance coverage required by and in accordance with State law.

SECTION 8. INDEMNIFICATION.

Eggz, Inc. agrees to 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 connected with the firm's acts or omissions under this agreement.

SECTION 9. GOVERNING LAW.

Any dispute arising under this agreement or related to this agreement shall be interpreted, construed, and governed according to the laws of the State of New Jersey.

SECTION 10. Legal Construction.

This Agreement constitutes the sole and only agreement of the parties. This is the entire Agreement between the parties and it cannot be changed or orally modified. This agreement may only be supplemented, amended or revised by a written agreement signed by each party to this contract.

If any part of this agreement shall be held to be unenforceable, the remaining provisions of this agreement shall remain in full force and effect.

Exhibit A
P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the Eggz, Inc. (contractor) agrees as follows:

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

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

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

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

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

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

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

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

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

Exhibit "B"
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
(42 U.S.C. S12101 et seq.)

The Eggz, Inc. (CONSULTANT) and the TOWNSHIP OF WILLINGBORO do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT")(42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP OF WILLINGBORO pursuant to this contract, the CONSULTANT agrees that the performance shall be in strict compliance with the ACT. In the event that the CONSULTANT, its agents, servants, employees, or sub Consultants violate or are alleged to have violated the ACT during the performance of this contract, the CONSULTANT shall defend the TOWNSHIP OF WILLINGBORO in any action or administrative proceeding commenced pursuant to this ACT. The CONSULTANT shall indemnify, protect, and save harmless the TOWNSHIP OF WILLINGBORO, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONSULTANT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP OF WILLINGBORO grievance procedure, the CONSULTANT agrees to abide by any decision of the TOWNSHIP OF WILLINGBORO, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP OF WILLINGBORO or the TOWNSHIP OF WILLINGBORO incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONSULTANT shall satisfy and discharge the same at its own expense.

The TOWNSHIP OF WILLINGBORO shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONSULTANT along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the TOWNSHIP OF WILLINGBORO or any of its agents, servants, and employees, the TOWNSHIP OF WILLINGBORO shall expeditiously forward or have forwarded to the CONSULTANT every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP OF WILLINGBORO or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP OF WILLINGBORO of the services provided by the CONSULTANT pursuant to this contract will not relieve the CONSULTANT of the obligation to comply with the ACT and to defend, indemnify, protect, and save harmless the TOWNSHIP OF WILLINGBORO pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP OF WILLINGBORO assumes no obligation to indemnify or save harmless the CONSULTANT, its agents, servants and employees for any claim which may arise out of their performance of this Agreement. Furthermore, the CONSULTANT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONSULTANT'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONSULTANT from any liability, nor preclude the TOWNSHIP OF WILLINGBORO from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

AFFIRMATIVE ACTION.

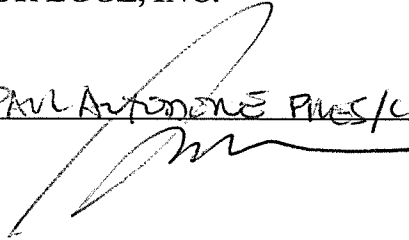
The provisions of Exhibit "A" with respect to MANDATORY AFFIRMATIVE ACTION LANGUAGE IN PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS and Exhibit "B" with respect to AMERICANS WITH DISABILITIES ACT OF 1990, Equal Opportunity for individuals with Disability, 42 U.S.C. 12101 et seq. are specifically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

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

10th day of July 2007.

WITNESS:

FOR EGGZ, INC.

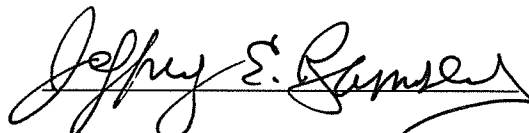
PAUL ANTONIONE PRES/CEO/EGGZ INC


ATTEST:

Marie Annese


MARIE ANNESE, Township Clerk

FOR THE TOWNSHIP OF
WILLINGBORO

Jeffrey E. Ramsey


JEFFREY E. RAMSEY, Mayor

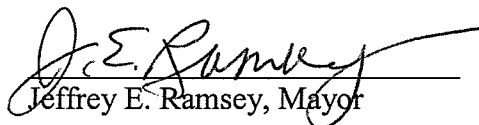
RESOLUTION NO. 2007 - 87
AUTHORIZING RELEASE OF PERFORMANCE BOND
DRIVEWAY MODIFICATION – MEDCO HEALTH SOLUTIONS
(Block 3, Lot 4.04 VanSciver Parkway)

WHEREAS, at the request of Medco Health Solutions an inspection of the above referenced project was made by Remington & Vernick Engineers Inspection Department; and


WHEREAS, it was determined by the engineer, in accordance with his letter dated May 18, 2007, that the Performance Bond originally established in the amount of \$46,540.00 could be released and that a Maintenance Bond in the amount of \$5,812.50 was to be posed with the Township of Willingboro.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of June, 2007, that the Township Council authorizes the release of the performance bond, subject to payment in full of all outstanding Remington & Vernick vouchers and the contractor posting a Maintenance Bond in the amount of \$5,812.50.

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Finance Director, the Auditor, the contractor 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	✓			

May 18, 2007 8:42AM



*RL Bd
Per
Bechtel
D. ...*

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

No. 3027 P. 1
EDWARD VERNICK, P.E., C.M.E., President
CRAIG F. REMINGTON, P.L.S., P.F., 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.

May 18, 2007

Eric Berry, Deputy Manager
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

Re: Township of Willingboro
Medco Health Solutions
Block 3, Lot 4.04
Performance Bond Release - Driveway Modification
Van Sciver Parkway
R&V #0338P069

Dear Mr. Berry:

At the request of the applicant; Remington & Vernick Engineers Inspection Department has conducted an inspection to the above reference project. Based upon our investigation, we recommend a release of the Performance Bond originally established in the amount of \$46,5400.00 and the posting of a Maintenance Bond in the amount of \$5,812.50 with the Township of Willingboro.

The release of the Performance Bond is contingent upon the Payment Agreement of all outstanding Remington, Vernick & Arango Engineer Vouchers.

If you should have any further questions or require any additional information, please contact our office at (609) 298-6017.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

K. Wendell Bibbs, P.E., C.M.E.

KWB/clg

c: Joanne Diggs, Acting Township Manager
Maria Annesse, Township Clerk
Sarah Woodling, Planning Board Secretary
Gregory Sullivan, P.E., P.P., C.M.E.
Syreeta Paul
Ray Longmore
Hasson Shipman

John J. ...
Alain Dittenhofer, P.E., P.P., C.M.E.
Frank J. Beney 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. Falola, 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) 323-3085
(973) 323-3088 (fax)

Remington, Vernick & Vena Engineers

9 Allan Street
Toms River NJ 08783
(732) 286-9220
(732) 505-8416 (fax)

3 Jacana Boulevard, Suite 2
Old Bridge, NJ 08857
(732) 955-8000
(732) 691-2815 (fax)

Remington, Vernick & Walberg Engineers

848 North Mallin Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(809) 522-5150
(809) 522-5313 (fax)

Remington, Vernick & Beach Engineers

922 Fayette Street
Conshohocken, PA 19428
(610) 949-1050
(610) 949-1161 (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) 269-2200
(412) 269-2210 (fax)

Univ. Office Plaza, Commonwealth Bldg.
260 Chapman Road, Ste. 104F
Newark, DE 19702
(302) 256-0212
(302) 256-6208 (fax)

Remington, Vernick & Arango Engineers

243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-8017
(609) 298-8257 (fax)

T:\Willingboro\PO69 - Medco\PO69perfbondrelease.doc

RESOLUTION NO. 2007- 88

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BURLINGTON COUNTY FREEHOLDERS

WHEREAS, the 40 municipalities within Burlington County are interested in providing cost effective and efficient delivery of governmental services to their citizens; and

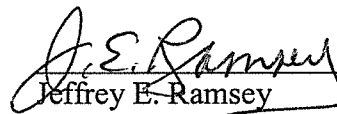
WHEREAS, it is believed that jointly sharing services provided by various municipalities will be cost effective and efficient; and

WHEREAS, there is a need to facilitate the sharing of governmental services;


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of June, 2007, that it does actively support discussing and researching possible new and enhanced Shared Services between one or more municipalities, Burlington County and/or local school districts; and

BE IT FURTHER RESOLVED, that the following two representatives of the Township of Willingboro, Mayor Jeffrey E. Ramsey and Joanne Diggs, Acting Township Manager are hereby authorized and encouraged to participate in all meetings of the Burlington County Shared Services Forum, and/or its subcommittees, for the purpose of reaching a consensus on the best opportunities for Shared Services among these governmental agencies; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Burlington County Board of Freeholders and the Township Manager of Maple Shade.


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"/>			



TOWNSHIP OF WILLINGBORO

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

June 11, 2007

County Administrator
Board of Chosen Freeholders
P. O. Box 6000
Mount Holly, New Jersey 08060-6000

Re: Authorizing Shared Service
Agreement – Burlington County
Freeholders

Dear Sir:

Attached for your information and file is a certified copy of Resolution No. 2007 – 88, regarding the above, which was adopted by Willingboro Township Council at their meeting of June 6, 2007.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

cc: Mr. George D. Haeuber
Township Manager, Maple Shade

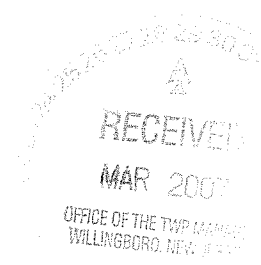
**BURLINGTON COUNTY
BRIDGE COMMISSION**

1300 Route 73 North
P.O. Box 6
Palmyra, NJ 08065-1090
856-829-1900
FAX 856-829-5205



mailed

Commissioners
Priscilla B. Anderson
John B. Comegno II
James E. Fletcher



March 26, 2007

Dear Municipal Official:

RE: Resolution to Participate in 2007 Shared Services Forum

The Burlington County Shared Services Forum is a group of local municipal and school officials who look for opportunities to share services and programs in order to create financial savings for taxpayers. If you have not already provided a resolution for the current calendar year we would like to request your municipality complete the sample resolution form enclosed declaring your participation in the Burlington County Shared Services Forum.

The Forum is open to all public entities in Burlington County and, unlike in the past, there is no cost.

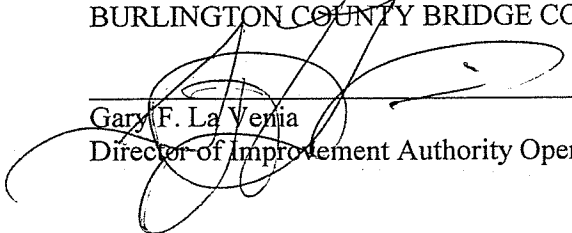
Expected Benefits from Improvement Authority Facilitation

- As stated there is no cost to the any government entity including municipal governments, school county,
- Participation is voluntary by local resolution.
- The County is an active participant, offering a wide array of services you can draw upon such as shared purchasing, data processing, Land Use and Regional Planning to name just a few.
- Meetings are held at various locations and times to accommodate full participation.
- Different speakers with information pertinent to the whole group are invited to speak at each general membership meeting making the forum a means of sharing information as well as opening up opportunities to partner for sharing services.
- The general membership meetings afford the opportunity to meet and talk with officials from other government entities and exchange ideas

It is my hope that every municipality will choose to participate in the Forum. If you have any questions regarding this matter or any questions about the Forum please, do not hesitate to contact me.

Very truly yours,

BURLINGTON COUNTY BRIDGE COMMISSION



Gary F. La Venia
Director of Improvement Authority Operations

**RESOLUTION AUTHORIZING PARTICIPATION IN THE
BURLINGTON COUNTY SHARED SERVICES FORUM**

WHEREAS, the forty municipalities within Burlington County are interested in providing cost effective and efficient delivery of governmental services to their citizens; and

WHEREAS, it is believed that jointly sharing services provided by various municipalities and school districts will be cost effective and efficient; and

WHEREAS, there is a need to facilitate shared services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing Body of the _____ (Township, Borough, City) that the _____ (Township, Borough, City) does actively support discussing and researching possible new and enhanced Shared Services between one or more municipalities, Burlington County and/or local school districts; and

BE IT FURTHER RESOLVED that the following two representatives of the _____ (Township, Borough, City), _____ and _____ are hereby authorized and encouraged to participate in all meetings of the Burlington County Shared Services Forum and/or its subcommittees for the purpose of reaching a consensus on the best opportunities for Shared Services among these governmental agencies; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Burlington County Board of Chosen Freeholders and the Township Manager of Maple Shade.

RESOLUTION NO. 2007 - 89

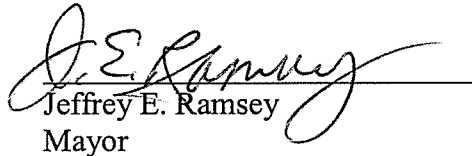
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

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 June, 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	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings				✓
Mayor Ramsey	✓			

SANDERS, CRAIG & SABRINA 19 BARKER LANE WILLINGBORO, N.J. 08046 BLOCK 245 LOT 23 19 BARKER LANE OVERPAYMENT TAXES	\$1114.99
CONGRESS TITLE DIVISION 110 BARCLAY PAVILLION EAST ROUTE 70 CHERRY HILL, N.J. 08034 BLOCK 805 LOT 56 66 EDDINGTON LANE OVERPAYMENT TAXES	1156.43
PRECISION TITLE AGENCY 1330 N. BLACK HORSE PIKE, SUITE D WILLIAMSTOWN, N.J. 08094 BLOCK 125 LOT 20 10 SPINDLETOP LANE OVERPAYMENT TAXES	1032.11
ALSTON, DENNIS & DEIRDRE JOHNSON 25 TIMBER LANE WILLINGBORO, N.J. 08046 BLOCK 1117 LOT 17 25 TIMBER LANE OVERPAYMENT TAXES	1854.44
ALFRED & ELMIRA JOHN 16 CROSSWICK PLACE WILLINGBORO, N.J. 08046 BLOCK 412 LOT 20 16 CROSSWICK PLACE OVERPAYMENT TAXES	1998.19
DANNIELE DARDEN C/O RENAISSANCE TITLE AGENCY 73 NORTH MAIN ST. ALLENTOWN, N.J. 08501 BLOCK 227 LOT 10 32 BUCKINGHAM DRIVE OVERPAYMENT TAXES	1033.41

DOROTHY ANN PLATTS 24 BABBITT LANE WILLINGBORO, N.J. 08046 BLOCK 201 LOT 26 24 BABBITT LANE OVERPAYMENT TAXES	\$828.96
STAR TITLE INC. 997 ROUTE 33W. SUITE 202 MONROE TOWNSHIP, N.J. 08831 BLOCK 329 LOT 28 43 PALFREY LANE OVERPAYMENT TAXES	980.31
SURETY TITLE CORP. 3 EAST STOW ROAD – SUITE 100 MARLTON, N.J. 08053-9803 BLOCK 312 LOT 19 60 PEACOCK LANE OVERPAYMENT TAXES	1085.21
OPTEUM FINANCIAL SERVICE 3625 CUMBERLAND BLVD. STE. 1400 ATLANTA, GA. 30339 BLOCK 726 LOT 6 15 GALLANT LANE OVERPAYMENT TAXES	1092.98
MERRIMAN, ALSANDER F. 53 SHETLAND LANE WILLINGBORO, N.J. 08046 BLOCK 109 LOT 26 53 SHETLAND LANE OVERPAYMENT TAXES	820.00
SECURE TITLE OF NEW JERSEY 2301 EAST EVESHAM RD. #206 VOORHEES, N.J. 08043 BLOCK 125 LOT 2 110 SOMERSET DRIVE OVERPAYMENT TAXES	1073.55

MOSES COX, JR.
9 NEPTUNE LANE
WILLINGBORO, N.J. 08046
BLOCK 1009
LOT 3
9 NEPTUNE LANE
OVERPAYMENT TAXES

\$1135.71

MCCOLLUM INSURANCE ABSTRACT & TITLE
113 W. WHITE HORSE RD, UNIT 4
VOORHEES, N.J. 08043
BLOCK 1113
LOT 26
8 TIDEWATER LANE
OVERPAYMENT TAXES

1767.67

RESOLUTION NO. 2007 - 90

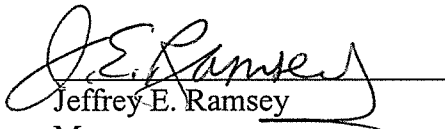
**A RESOLUTION AUTHORIZING THE ISSUANCE OF A
DUPLICATE TAX SALE CERTIFICATE PURSUANT TO
CHAPTER 99 OF THE PUBLIC LAWS OF 1997**

WHEREAS, the Tax Collector of the Township of Willingboro has previously issued a tax sale certificate to Linton P. Walters, which certificate is dated October 22, 2003, covering premises commonly known and referred to as Block 201, Lot 10 as set out on the municipal tax map then in use which certificate bears number 2003-00011; and

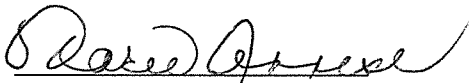
WHEREAS, the purchaser of the aforesaid tax sale certificate has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 6th day of June, 2007, that the Tax Collector of the Township of Willingboro be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificate lost as previously described all in accordance with the requirements of Chapter 99 of Public Laws of 1997.

BE IT FURTHER RESOLVED, that a copy of this Resolution and the Loss Affidavit be attached to the duplicate certificate to be issued to said purchaser and that said duplicate shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.


Jeffrey E. Ramsey
Mayor

Attest:

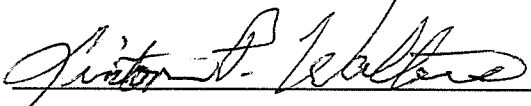

Marie Annese, RMC
Township Clerk

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

**REQUEST FOR DUPLICATE CERTIFICATE BY LIEN
HOLDER AFFIDAVIT OF LOST TAX SALE
CERTIFICATE PURSUANT TO CHAPTER 99 OF
PUBLIC LAWS OF 1998**

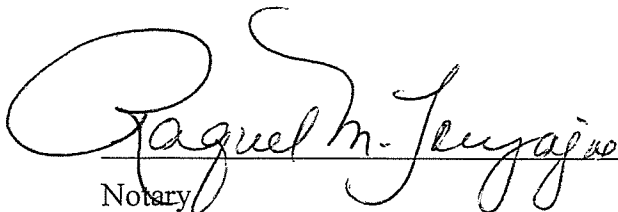
I, Linton P. Walters, residing at 206 Northampton Drive, Willingboro,
New Jersey 08046, of full age, being duly sworn according to law, upon my oath,
depose and say:

1. I am the true and lawful owner of Tax Sale Certificate #2003-00011
issued by the Municipality of Willingboro, N.J., constituting a
municipal lien on property known as Block 201 Lot 10 assessed to
Veterans Administration.
2. This Tax Sale Certificate was duly recorded in the Office of the
County Clerk for the County of Burlington on November 12, 2003 in
Mortgage Book 9489 on Page 354.
3. I remain the owner of said certificate and have not sold, assigned,
transferred or otherwise hypothecated said certificate.
4. I make this affidavit to induce the municipality to authorize the
issuance of a Duplicate Tax Sale Certificate to me.



Linton P. Walters

Sworn and Subscribed to before me this 29th day of May,
2007.



Notary

RAQUEL M. TOUJAGUE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/1/2009

RESOLUTION NO. 2007 - 91

A RESOLUTION AUTHORIZING CHANGE ORDER No. 1 (FINAL) FOR 2006 CONCRETE REPAIR PROJECT PHASE I

WHEREAS, Willingboro Township Council, by Resolution No. 2006 – 129 awarded a contract to Jak Construction Corp., T/A Diamond Construction, 35 Beaverson Boulevard, Brick, New Jersey 08723, in the amount of \$17,860; and

WHEREAS, the Township Engineer’s Office, Remington & Vernick, has submitted paperwork for Certificate No. 1 (request for payment of \$14,688.90) and Change Order No. 1 FINAL representing an increase of \$4,050 (Extras) and a reduction of \$1,539 for a total increase of \$2,511.00 representing a total contract price of \$20,371.00; 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 6th day of June, 2007, that the above Certificate No. 1 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 and attention.

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"/>			

Certification Of Availability of Funds

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

Resolution Date: 06/06/07

Resolution Number: 2007-91

Vendor: DIACONST DIAMOND CONSTRUCTION
35 BEAVERSON BOULEVARD
SUITE 9A
BRICK, NJ 08723

Contract: 06-00009 DIAMOND 06 SIDEWALKS & CURBS

Account Number	Amount	Department Description
C-04-55-906-007-907	2,511.00	GENERAL CAPITAL 2006
Total	2,511.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara L. Lefort

Acting Chief Financial Officer

RESOLUTION NO. 2006 - 129

A RESOLUTION AWARDDING A BID FOR
2006 REPLACEMENT OF CONCRETE CURBS, SIDEWALKS AND
DRIVEWAYS (Phase II)

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the above referenced project; 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 Jak Construction Corp. T/A Diamond Construction, 35 Beaverson Boulevard, Suite 9a, Brick, New Jersey 08723 in the amount of \$17,860. (representing items 1 through 10 of the base bid); 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 8th day of November, 2006, that the bid be accepted as per the attached recommendation of the Township Engineer.

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

Jeffrey E. Ramsey, Mayor

Attest:

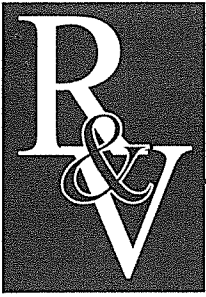
Marie Annese, RMC
Township Clerk

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

FINAL

*17,860
20,371
- 16,321
\$ 4,050*

*Along with # 2
ERROR # 1
S/B # 1*



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
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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)

June 4, 2007

Eric Berry, Deputy 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 #0338T047**

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.

Please note that a Maintenance Bond is also required for this project. We will forward this to the Township's attention upon our receipt.

If you should have any questions, please contact 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/clg

Enclosure(s)

c: Joanne Diggs, Acting Twp. Manager
Marie Annese, Twp. Clerk
Diamond Construction
K. Wendell Bibbs

T:\Willingboro\T049 - 2006 Sidewalk program\T047ct #1 FINAL.doc

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www.rve.com

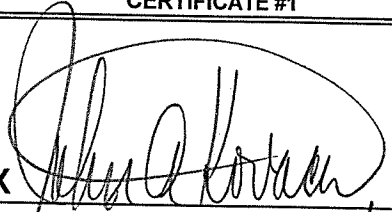
RV & A REMINGTON, VERNICK & ARANGO ENGINEERS
CERTIFICATE NO 1

Diamond Construction
 35 Beaverson Blvd, Suite 9A
 Brick, NJ 08723
 732-262-7449

PROJECT NAME:
 2006 REPLACEMENT OF CONCRETE CURBS, SIDEWALKS AND DRIVEWAYS
PROJECT NUMBER:
 0338T047
CLIENT:
 TOWNSHIP OF WILLINGBORO

CERTIFICATE #1

Contractors Signature

X  , 5/23/02
 Date

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #1	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1-6	NO ITEM						
7	CONCRETE SIDEWALK, 4" THICK	80 SY	\$72.00	\$5,760.00	80	80	\$5,760.00
8	CONCRETE DRIVE, SIDEWALK SECTION, 6" THICK	60 SY	\$81.00	\$4,860.00	41	41	\$3,321.00
9	CONCRETE DRIVE, APRON SECTION, 6" THICK	40 SY	\$81.00	\$3,240.00	40	40	\$3,240.00
10	MAINTENANCE AND PROTECTION OF TRAFFIC	1 LS	\$4,000.00	\$4,000.00	1	1	\$4,000.00

TOTAL AMOUNT COMPLETED TO DATE	\$16,321.00
LESS 10% RETAINAGE	\$1,632.10
SUBTOTAL	\$14,688.90
LESS AMOUNT PREVIOUSLY CERTIFIED	\$0.00
AMOUNT DUE THIS CERTIFICATE	\$14,688.90

SUMMARY

ORIGINAL CONTRACT AMOUNT \$17,860.00
CHANGE ORDERS (ADJUSTED AMOUNTS)

1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

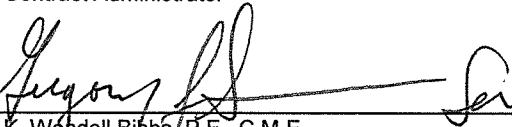
TOTAL CHANGE ORDERS \$0.00
AMENDED CONTRACT AMOUNT \$17,860.00

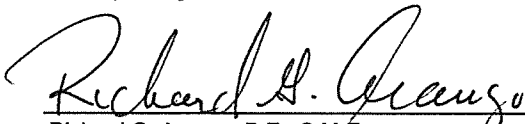
PAYMENTS CERTIFIED TO DATE (AMOUNT)

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 \$14,688.90
TOTAL AMOUNT OF WORK COMPLETED \$16,321.00


Raymond Longmore
Contract Administrator
6-4-07
Date


K. Wendell Bibbs, P.E., C.M.E.
Municipal Engineer
6-4-07
Date


Richard G. Arango, P.E., C.M.E.
Executive Vice President
6/4/07
Date



REMINGTON, VERNICK & ARANGO ENGINEERS CONTRACTOR:
CHANGE ORDER #1 FINAL

04/27/07

Diamond Construction
 35 Beaverson Blvd, Suite 9A
 Brick, NJ 08723
 732-262-7449

NAME OF PROJECT:
 2006 REPLACEMENT OF CONCRETE CURBS, SIDEWALKS AND DRIVEWAYS
PROJECT NUMBER:
 0338T047
CLIENT:
 TOWNSHIP OF WILLINGBORO
REASON FOR CHANGE:
 ADDITIONAL SIDEWALK

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
7A	CONCRETE SIDEWALK, 4" THICK	54	SY	\$72.00	\$3,888.00
9A	CONCRETE DRIVE, APRON SECTION, 6" THICK	2	SY	\$81.00	\$162.00
					<u>\$4,050.00</u>
REDUCTIONS					
8	CONCRETE DRIVE, SIDEWALK SECTION, 6" THICK	19	SY	\$81.00	\$1,539.00
					<u>\$1,539.00</u>
SUPPLEMENTALS					
					<u>\$0.00</u>
					<u>\$0.00</u>
ORIGINAL CONTRACT AMOUNT					<u>\$17,860.00</u>
+ SUPPLEMENTAL					<u>\$0.00</u>
+ EXTRA					<u>\$4,050.00</u>
- REDUCTION					<u>(\$1,539.00)</u>
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1 FINAL					<u>\$20,371.00</u>

ACCEPTED BY:

John Kovach, Res 5/16/07
Diamond Construction Date

Randy 5-22-07
RV&A Inspection Dept. Date

Gregory J. KWB 6-4-07
Municipal Engineer Date

RECOMMENDED BY:

Richard G. Arango 5/22/07
Richard G. Arango, P.E., C.M.E., Executive Vice Pres Date

APPROVED BY:

Jeffrey E. Ramsey 6/6/07
Township of Willingboro Date

RESOLUTION NO. 2007 - 92
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 6/6, 2007, that an Executive Session closed to the public shall be held on 6/6, 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.

PERSONNEL NEGOTIATIONS

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	✓			

**TOWNSHIP OF WILLINGBORO
ALLOWING FOR THIRD QUARTER ESTIMATED TAX BILLS**

RESOLUTION NO. 2007 – 93

WHEREAS, due to the late adoption of the Willingboro Township 2007 Municipal Budget and 2007 School Board Budget the Burlington County Board of Taxation is unable to certify the tax rate for the year 2007; and

WHEREAS, without the 2007 certified tax rate, the Tax Collector of Willingboro Township will be unable to issue 2007 tax bills on a timely basis; and

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Township Council requests the Director of the Division of Local Government Services to approve the 2007 estimated tax levy (which does not exceed the 105% allowed of the previous year's tax levy). Approval will enable the Township to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments and save unnecessary cost for interest expenses on borrowing.


NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 12th day of June, 2007, as follows:

1. The Tax Collector of Willingboro Township be hereby authorized and directed to prepare and issue estimated tax bills for Willingboro Township for the third installment of 2007 taxes. The Tax Collector shall proceed upon approval from the Director and take such actions as are permitted and required by Chapter 72, Public Laws of 1994 and N.J.S.A. 54:4-66.2 and 54:4-66.3.
2. The entire estimated tax levy for 2007 is hereby set \$58,475,875.40. The estimated tax rate for 2007 is set at \$5.305.



Jeffrey E. Ramsey, Mayor

Attest:



Marie Annesse, RMC
Township Clerk

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

WILLINGBORO TOWNSHIP
BURLINGTON COUNTY

	2006 Tax Levy & Tax Rate		2007 Tax Levy & Tax Rate	
Municipal	20,138,100.00	1.832	21,420,000.00	1.924
County	6,516,421.62	0.593	6,956,964.52	0.621 *
County Open Space	708,738.28	0.065	768,048.88	0.069 *
School	<u>29,562,567.00</u>	<u>2.690</u>	<u>29,330,862.00</u>	<u>2.690</u> **
	56,925,826.90	5.180	58,475,875.40	5.305

I hereby certify that the 2007 estimated Tax Levy will increase the 2006 Tax Levy by 2.72%



 Barbara Lightfoot
 Acting Finance Director

*proposed
**on appeal



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

June 4, 2007

2007 Estimated Tax Levy

Susan Jacobucci, Director
Division of Local Government Services
Department of Community Affairs
101 South Broad St
P.O. Box 803
Trenton, NJ 08625

Dear Ms Jacobucci,

Due to a defeated school budget and a delayed county budget, I am requesting your approval to issue 2007 estimated tax bills.

Enclosed is the certification for the 2007 estimated Tax Levy. If you have any questions, please contact me at (609) 877-2200 ext 6211.

Respectfully,

Barbara Lightfoot
Acting Finance Director

Cc Joanne Diggs, Acting Township Mgr
Marie Annese, Township Clerk

RESOLUTION NO. 2007 - 94


A RESOLUTION APPROVING AN APPLICATION
FOR THE FY' 2008 NJDOT TRUST FUND MUNICIPAL PROGRAM
"STATE AID" APPLICATIONS
FOR
THE TOWNSHIP OF WILLINGBORO

WHEREAS, the New Jersey Department of Transportation's (NJDOT) Bureau of Local Government Services will be soliciting funds through the Local Bikeway Program and Roadway, Bridges & Culverts Program for the Fiscal Year 2008.


WHEREAS, the Township of Willingboro desires to seek funds and make two (2) applications from the FY'2008 NJDOT Trust Fund for additional funding for the resurfacing of Evergreen Drive (Phase II) and a bikeway at the Mill Creek Park.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Council of the Township of Willingboro assembled in public session this 6th day of June, 2007, that application be made to the FY' 2008 NJDOT Trust Fund Municipal Program "State Aid" Applications; 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"/>			
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"/>			

Subject: State Aid Application Prelim. Draft Resolution
From: Syreeta_Paul@rve.com
Date: Tue, 5 Jun 2007 11:38:04 -0400
To: marie_annese@willingborotwp.org
CC: Wendell_Bibbs@rve.com

Hi Marie,

As per our conversation, please find enclosed a preliminary draft resolution for the Twp. to make application for the FY'2008 NJDOT Trust Fund Grant for tomorrow's Twn. Council Mtg.

Thanks!

(See attached file: Resolution Draft.doc)

Syreeta M. Paul
Design Engineer
Remington & Vernick Engineers
Transportation & Bridge Department
232 Kings Highway East
Haddonfield, N.J. 08033
Phone: (856) 795-9595
Fax: (856) 216-9942
Email: spaul@rve.com

Resolution Draft.doc	Content-Description: Microsoft Word 4 Content-Type: application/msword Content-Encoding: base64
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New Jersey Department of Transportation
Resolution, Application, and Agreement for
State Aid to Counties and Municipalities

Name of Sponsor: Township of Willingboro

Mailing Address: Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

E-mail Address Joanne.Diggs@willingborotwp.org

Federal Tax Identification Number: 21-6007381
(Must be inserted by Sponsor)

Program (only check one):
County Aid
Municipal Aid
Centers of Place
Other (Specify)
Discretionary Aid
Bikeway
Safe Streets to Schools
Bridge Bond Act

Sponsor Priority No. 1 (Prioritized by Program) Total Center Line Municipal Road Mileage 110

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of:

Mill Creek Park Bike Path (Phase I)
(Project Name)

From: Beverly-Rancocas Rd (C.R. 626) & Wicket Gate

To: Mill Creek Park

in the Municipality of Willingboro County of Burlington

State of New Jersey for a distance of 0.10 miles or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for this improvement is \$391,596.00. The Sponsor requests \$120,496.00 in State funds and anticipates contributing \$271,100.00 + Design Fees AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

Type of Improvement (Check only major type of work)

Resurfacing
Roadway Reconstruction
Surface Treatment
Traffic Signal Installation
Intersection Improvement
Bikeway
Culvert (Less than 20 foot span)
Bridge (20 foot span or greater)
Safety Improvement
Safe Streets to Schools
Other (Describe Below)

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

See attached scope of work

SUBMIT 3 ORIGINALS OF THIS FORM ALONG WITH 3 LOCATION MAPS AND FOR CENTERS OF PLACE SUBMIT 6 ORIGINALS OF THIS FORM ALONG WITH 6 LOCATION MAPS TO THE DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT]

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

Construction Cost (From attached estimate)	\$340,516.00
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	N/A
Right-of-Way (List only if eligible for Urban Aid or as a Depressed Rural Center)	N/A
Construction Inspection and Material Testing if requesting (15% of the final allowable construction cost maximum)	\$51,080.00
Total Estimated Cost	\$391,596.00

Project Information

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

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

Traffic Signal and/or Channelization - Attach a copy of the "Authorization to Design or Install"

Roadway Project – Attach a copy of "Appendix RD"

Bridge Project – Attach a copy of "Appendix BR" and Appendix RD"

Bikeway Project – Attach a copy of "Appendix BW"

Safe Streets to Schools Project – Attach a copy of "Appendix SS"

Location map - 8 1/2" x 11" only, showing project limits (all information must be clear and legible with street names labeled)

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

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

- It shall arrange for financing of the total cost of the project provided for in this Agreement.
- It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
- In the event that the Department approves funds in an amount less than requested, the Sponsor, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.
- The Sponsor must notify the Department of its rescission of this Agreement within thirty (30) days of the expiration of the agreement or subsequent extensions. Not meeting this requirement will result in future grants being provided on a reimbursement basis until such time as the municipality demonstrates satisfactory performance in awarding construction contracts. This does not apply to the County Aid Program.

Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.

New Jersey Office of Management and Budget, Circular Letter 05-12, Grant Agreements – Agency Contracts and any supplemental compliance statements by the Department, must be complied with by the Sponsor.

The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:

1. Preparation of contract drawings and supplementary specifications.
 2. The acquisition of all necessary right-of-way, easements, slope rights and permits.
 3. Construction of the above referenced improvement.
 4. Monitoring and supervising compliance with all provisions of this Agreement.
- h. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.
- i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
- j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.
- k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual on Uniform Traffic Control Devices" published by Federal Highway Administration. Design Exception reports will be prepared for all controlling substandard design elements in accordance with the Department's Design Exception Manual. Design Exception reports shall be certified by a New Jersey licensed professional engineer.
- l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.
- m. All workmanship and materials shall conform to current "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" as amended for State Aid.
- n. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
- o. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
- p. Any changes in work after the award of contract shall be documented with a Department approved change order.
- q. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Aid and Economic Development:
1. One (1) copy of the contract plans, specifications, engineer's estimate, and engineer's design certification.
 2. Other documents as required.
- r. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
- s. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
- t. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Aid and Economic Development.
1. Two (2) copies of the summary of construction bids.
 2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
- u. For municipal grants, the municipality shall award a construction contract for the grant project within eighteen (18) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may provide one six (6) month extension after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the grant agreement. The Department in its sole discretion may provide a second six (6) month extension under extraordinary circumstances as defined by NJAC 16:20B1.3 after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the first six month extension. The Department may cancel the grant agreement if the Sponsor does not award the construction contract by the specified time or if an extension is not requested at least thirty (30) days prior to the expiration of the grant agreement or subsequent extensions; or if an extension of time is not granted.
- v. Cancellation of the grant agreement because a construction contract was not awarded within the time requirements or because an extension of time was not properly requested thirty (30) days prior to grant agreement expiration or subsequent extensions will result in future grant funds being provided on a reimbursement basis until such time as the Sponsor demonstrates it can award a construction contract within the specified timeframes.
- w. Sponsors may voluntarily cancel the grant agreement with written notice thirty (30) days prior to the expiration of the grant agreement or subsequent extensions. Voluntarily canceling the grant agreement with proper notification will result in no penalties on future grants.
- x. Upon prior approval of the Department, it may elect to undertake the work through the use of its own forces when it is deemed applicable and appropriate.
- y. Neither design costs, the costs for acquisition of all necessary right-of-way, easements, slope rights, and permits nor utility costs shall be considered costs of the project for purposes of computation of the allotment of State Aid funds under this Agreement except in special cases approved by the Department.

- z. State participation in the cost of the project shall not exceed the lesser of either 100 percent of the cost of the completed construction work including eligible construction supervision, inspection and material testing, or the original allotment. State participation in inspection and material testing costs combined shall be limited to 15 percent of the eligible construction work cost. The State shall not participate in costs that the Department determines to be beyond the scope of the purposes of the allotment, excessive or otherwise unallowable. The Sponsor shall be afforded an opportunity to challenge this determination at an informal hearing.
- aa. At the discretion of the Commissioner of Transportation, payment of the allotted funds may be made to the project Sponsor in the form of a grant. Grant payments shall be made as follows:
 - 1. For programs administered by the Division of Local Aid and Economic Development, a specified percentage, of the lesser of the eligible award amount or allotment amount shall be paid at the time of concurrence in the award of contract by the Department or the full amount of the allotment shall be paid upon approval of this agreement as determined by the Commissioner. The remaining percentage or balance of funds shall be paid upon submission of a final voucher with supporting information as required by the Department. The final voucher must be submitted to the Department within six (6) months of project acceptance. The Department reserves the right to inspect the work associated with the grant as per N.J.A.C 16:20B-3.2.
 - 2. For County Aid and the Local Bridge Bond Act, the full amount of the annual allotment amount shall be paid upon approval of the Annual Transportation Plan (ATP) and the execution of this Agreement unless the County has demonstrated unsatisfactory performance, whereby funds will be provided similar to municipal grants.
 - 3. If the Sponsor requests, progress payments shall be on a reimbursement basis. It shall request reimbursement from the Department by submitting vouchers supplied by the Department with supporting information as required by the Department. Progress payments of not less than \$50,000 may be made.
- bb. The Sponsor hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in this Agreement.
- cc. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be reallocated by the Department in a manner determined solely by the Commissioner of Transportation.
- dd. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.
- ee. It shall provide cost certification and maintain financial records relating to all costs for the project in accordance with N.J.A.C. 16:20A or 16:20B, as applicable, and comply with State of New Jersey audit requirements specified therein.
- ff. It shall maintain complete documentation of the project for a period of three (3) years after receiving final reimbursement or payment by the State.
- gg. It shall maintain the completed project in a manner satisfactory to the Department.
- hh. It will comply with Title VI of the 1964 Civil Rights Act.
- ii. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding.
- j. Approval as to Form by Certification Process.

AND BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute and attest this Resolution, Application and Agreement.

FOR THE SPONSOR

ATTEST and AFFIX SEAL *[Signature]*
(Clerk)

[Signature]
(Presiding Officer)

FOR THE DEPARTMENT OF TRANSPORTATION

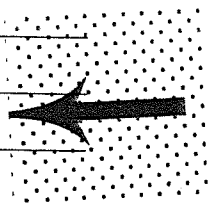
Fiscal Year/Funds: _____

Job Number: _____

Account: _____

State Funds: _____

FA0 Number _____



Certification of Funds _____
Date

By _____
Director, Division of Accounting and Auditing

APPROVED: _____
Director, Division of Local Aid and Economic Development

Date

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on _____

Secretary, Department of Transportation

New Jersey Department of Transportation
Resolution, Application, and Agreement for
State Aid to Counties and Municipalities

Name of Sponsor: Township of Willingboro

Mailing Address: Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

E-mail Address Joanne.Diggs@willingborotwp.org

Federal Tax Identification Number: 21-6007381
(Must be inserted by Sponsor)

Program (only check one):
County Aid
[X] Municipal Aid
Centers of Place
Other (Specify)
Discretionary Aid
Bikeway
Safe Streets to Schools
Bridge Bond Act

Sponsor Priority No. 1 (Prioritized by Program)

Total Center Line Municipal Road Mileage 110

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of:

Evergreen Drive (Phase II)
(Project Name)

From: Levitt Parkway (Burlington C.R. 630)

To: Edgely Lane

in the Municipality of Willingboro County of Burlington

State of New Jersey for a distance of 0.66 miles or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for this improvement is \$633,950.00. The Sponsor requests \$633,950.00 in State funds and anticipates contributing Design Fees AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

Type of Improvement (Check only major type of work)

Resurfacing
[X] Roadway Reconstruction
Surface Treatment
Traffic Signal Installation
Intersection Improvement
Bikeway
Culvert (Less than 20 foot span)
Bridge (20 foot span or greater)
Safety Improvement
Safe Streets to Schools
Other (Describe Below)

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

See attached scope of work

SUBMIT 3 ORIGINALS OF THIS FORM ALONG WITH 3 LOCATION MAPS AND FOR CENTERS OF PLACE SUBMIT 6 ORIGINALS OF THIS FORM ALONG WITH 6 LOCATION MAPS TO THE DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT]

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

Construction Cost (From attached estimate)	\$551,259.50
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	N/A
Right-of-Way (List only if eligible for Urban Aid or as a Depressed Rural Center)	N/A
Construction Inspection and Material Testing if requesting (15% of the final allowable construction cost maximum)	\$82,690.50
Total Estimated Cost	\$633,950.00

Project Information

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

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

Traffic Signal and/or Channelization - Attach a copy of the "Authorization to Design or Install"

Roadway Project – Attach a copy of "Appendix RD"

Bridge Project – Attach a copy of "Appendix BR" and Appendix RD"

Bikeway Project – Attach a copy of "Appendix BW"

Safe Streets to Schools Project – Attach a copy of "Appendix SS"

Location map - 8 ½" x 11" only, showing project limits (all information must be clear and legible with street names labeled)

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

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

- a. It shall arrange for financing of the total cost of the project provided for in this Agreement.
- b. It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
- c. In the event that the Department approves funds in an amount less than requested, the Sponsor, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.
- d. The Sponsor must notify the Department of its rescission of this Agreement within thirty (30) days of the expiration of the agreement or subsequent extensions. Not meeting this requirement will result in future grants being provided on a reimbursement basis until such time as the municipality demonstrates satisfactory performance in awarding construction contracts. This does not apply to the County Aid Program.
- e. Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.
- f. New Jersey Office of Management and Budget, Circular Letter 05-12, Grant Agreements – Agency Contracts and any supplemental compliance statements by the Department, must be complied with by the Sponsor.
- g. The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:

1. Preparation of contract drawings and supplementary specifications.
2. The acquisition of all necessary right-of-way, easements, slope rights and permits.
3. Construction of the above referenced improvement.
4. Monitoring and supervising compliance with all provisions of this Agreement.

- h. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.
- i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
- j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.
- k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual on Uniform Traffic Control Devices" published by Federal Highway Administration. Design Exception reports will be prepared for all controlling substandard design elements in accordance with the Department's Design Exception Manual. Design Exception reports shall be certified by a New Jersey licensed professional engineer.
- l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.
- m. All workmanship and materials shall conform to current "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" as amended for State Aid.
- n. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
- o. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
- p. Any changes in work after the award of contract shall be documented with a Department approved change order.
- q. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Aid and Economic Development:
 1. One (1) copy of the contract plans, specifications, engineer's estimate, and engineer's design certification.
 2. Other documents as required.
- r. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
- s. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
- t. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Aid and Economic Development:
 1. Two (2) copies of the summary of construction bids.
 2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
- u. For municipal grants, the municipality shall award a construction contract for the grant project within eighteen (18) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may provide one six (6) month extension after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the grant agreement. The Department in its sole discretion may provide a second six (6) month extension under extraordinary circumstances as defined by NJAC 16:20B1.3 after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the first six month extension. The Department may cancel the grant agreement if the Sponsor does not award the construction contract by the specified time or if an extension is not requested at least thirty (30) days prior to the expiration of the grant agreement or subsequent extensions; or if an extension of time is not granted.
- v. Cancellation of the grant agreement because a construction contract was not awarded within the time requirements or because an extension of time was not properly requested thirty (30) days prior to grant agreement expiration or subsequent extensions will result in future grant funds being provided on a reimbursement basis until such time as the Sponsor demonstrates it can award a construction contract within the specified timeframes.
- w. Sponsors may voluntarily cancel the grant agreement with written notice thirty (30) days prior to the expiration of the grant agreement or subsequent extensions. Voluntarily canceling the grant agreement with proper notification will result in no penalties on future grants.
- x. Upon prior approval of the Department, it may elect to undertake the work through the use of its own forces when it is deemed applicable and appropriate.
- y. Neither design costs, the costs for acquisition of all necessary right-of-way, easements, slope rights, and permits nor utility costs shall be considered costs of the project for purposes of computation of the allotment of State Aid funds under this Agreement except in special cases approved by the Department.

- z. State participation in the cost of the project shall not exceed the lesser of either 100 percent of the cost of the completed construction work including eligible construction supervision, inspection and material testing, or the original allotment. State participation in inspection and material testing costs combined shall be limited to 15 percent of the eligible construction work cost. The State shall not participate in costs that the Department determines to be beyond the scope of the purposes of the allotment, excessive or otherwise unallowable. The Sponsor shall be afforded an opportunity to challenge this determination at an informal hearing.
- aa. At the discretion of the Commissioner of Transportation, payment of the allotted funds may be made to the project Sponsor in the form of a grant. Grant payments shall be made as follows:
 - 1. For programs administered by the Division of Local Aid and Economic Development, a specified percentage, of the lesser of the eligible award amount or allotment amount shall be paid at the time of concurrence in the award of contract by the Department or the full amount of the allotment shall be paid upon approval of this agreement as determined by the Commissioner. The remaining percentage or balance of funds shall be paid upon submission of a final voucher with supporting information as required by the Department. The final voucher must be submitted to the Department within six (6) months of project acceptance. The Department reserves the right to inspect the work associated with the grant as per N.J.A.C 16:20B-3.2.
 - 2. For County Aid and the Local Bridge Bond Act, the full amount of the annual allotment amount shall be paid upon approval of the Annual Transportation Plan (ATP) and the execution of this Agreement unless the County has demonstrated unsatisfactory performance, whereby funds will be provided similar to municipal grants.
 - 3. If the Sponsor requests, progress payments shall be on a reimbursement basis. It shall request reimbursement from the Department by submitting vouchers supplied by the Department with supporting information as required by the Department. Progress payments of not less than \$50,000 may be made.
- bb. The Sponsor hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in this Agreement.
- cc. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be reallocated by the Department in a manner determined solely by the Commissioner of Transportation.
- dd. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.
- ee. It shall provide cost certification and maintain financial records relating to all costs for the project in accordance with N.J.A.C. 16:20A or 16:20B, as applicable, and comply with State of New Jersey audit requirements specified therein.
- ff. It shall maintain complete documentation of the project for a period of three (3) years after receiving final reimbursement or payment by the State.
- gg. It shall maintain the completed project in a manner satisfactory to the Department.
- hh. It will comply with Title VI of the 1964 Civil Rights Act.
- ii. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding.
- jj. Approval as to Form by Certification Process.

AND BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute and attest this Resolution, Application and Agreement.

FOR THE SPONSOR

ATTEST and AFFIX SEAL

David J. [Signature]
(Clerk)

Jeffrey E. [Signature]
(Presiding Officer)

FOR THE DEPARTMENT OF TRANSPORTATION

Fiscal Year/Funds: _____

Job Number: _____

Account: _____

State Funds: _____

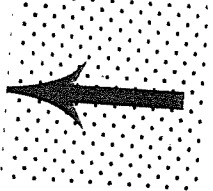
FA0 Number _____

Certification of Funds _____
Date

By _____
Director, Division of Accounting and Auditing

APPROVED: _____
Director, Division of Local Aid and Economic Development

Date



It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on _____

Secretary, Department of Transportation



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

M. A.
 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.

LETTER OF TRANSMITTAL

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 Halsed 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)

DATE: July 6, 2007

TO: Mr. Viricent Masciandaro, Manager
 NJDOT Bureau of Local Aid
 One Executive Campus
 Route 70 West, 3rd Floor
 Cherry Hill, New Jersey 08002

RE: Township of Willingboro
 FY'2008 NJDOT Trust Fund Municipal Program
 "State Aid" Applications

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER THE FOLLOWING ITEMS:

- | | | |
|---|--|---|
| <input type="checkbox"/> SHOP DRAWINGS | <input type="checkbox"/> CHANGE ORDERS | <input type="checkbox"/> SPECIFICATIONS |
| <input type="checkbox"/> COPY OF LETTER | <input type="checkbox"/> REPORTS | <input checked="" type="checkbox"/> OTHER |
| <input type="checkbox"/> PLANS | <input type="checkbox"/> FIELD NOTES | <input type="checkbox"/> SI&A SHEETS |

COPIES	DATE	DESCRIPTION
3	6/6/07	State Aid Application Resolutions
3	6/29/07	State Aid Applications for Evergreen Drive (Phase II)

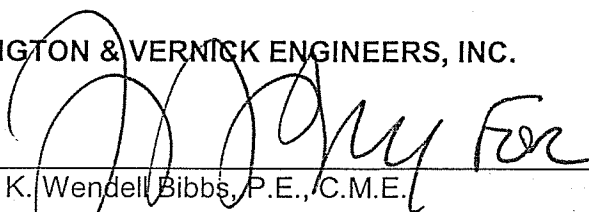
THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> NO EXCEPTIONS TAKEN | <input type="checkbox"/> RESUBMIT ___ COPIES FOR APPROVAL |
| <input type="checkbox"/> APPROVED AS NOTED | <input checked="" type="checkbox"/> SUBMIT <u>3</u> COPIES FOR APPROVAL |
| <input type="checkbox"/> FOR YOUR INFORMATION | |

REMARKS:

Please find attached, an application for the FY'2008 NJDOT Trust Fund Municipal Program "State Aid" for Evergreen Drive (Phase II). If you have questions, please feel free to contact me at our Haddonfield office at 856-795-9595.

REMINGTON & VERNICK ENGINEERS, INC.

BY: 
 K. Wendell Bibbs, P.E., C.M.E.

Enclosed
 Cc: Tom Bergman, Bureau of Local Aid, Joanne Diggs, Acting Twp. Manager, Marie Annese, Twp. Clerk, Syreeta M. Paul

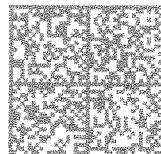


**REMINGTON
& VERNICK
ENGINEERS**

232 Kings Highway East, Haddonfield, NJ 08033

MS. MARIE ANNESE, CLERK
TOWNSHIP OF WILLINGBORO
1 SALEM ROAD
WILLINGBORO NJ 08046

RECEIVED
JUL 09 2007



UNITED STATES POSTAGE
PRIMEV BODIES
02 1A
000461 6628
JUL 09 2007
\$00.410
MAILED FROM ZIP CODE 08033

0804662800 0020

Feb 2007 - 95
Ashesbor
Hold
Lately

RESOLUTION NO. 2007 - 96

WHEREAS, the Levittown Memorial Post #4914 VFW, the Sacred Heart Council #5337 Knights of Columbus and the Foster Military Lodge Temple Association have applied for renewal of their Club Licenses pursuant to R.S. 33:1-46.1; and

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 12th day of June, 2007, that the Township Council makes the following findings.


- a. The Township Council has reviewed the applications and the supporting documents and finds that the submitted applications are complete in all respects, including the requirements of N.J.A.C. 13:2-8.7; and
- b. The Officers and Directors of the applicant clubs are qualified to be licensed according to the standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The clubs shall maintain all records required pursuant to N.J.A.C. 13:2-8.8 and 13:2-8.12; and
- d. No officer or member of the governing board of the applicant clubs have been convicted of a disqualifying offense pursuant to Title 33; and
- e. It is appropriate and in the public interest to approve the renewal of a club license for the Levittown Memorial Post #4914 VFW, #0338-31-002-001, the Sacred Heart Council #5337, Knights of Columbus, #0338-31-003-002, and the Foster Military Lodge Temple Association, #0338-31-004-001, for the period July 1, 2007 through June 30, 2008; and

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

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

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	✓			



APR 27 2007

JON S. CORZINE
GOVERNOR

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

STUART RABNER
ATTORNEY GENERAL

JERRY FISCHER
DIRECTOR

P.O. Box 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
HTTP://WWW.NJ.GOV/LPS/ABC

April 17, 2007

Dear Municipal Clerk or ABC Board Secretary:

The 2007-2008 license certificates enclosed have been prepared for issuance to retail alcoholic beverage licensees in your municipality following approval of their renewal. The information printed on each certificate is based upon ABC's records about each retail license as of April 13, 2007. If an approving resolution granting a pending license transfer was not received by ABC prior to April 13, 2007, the certificate prepared for that license will not reflect current information.

Enclosed you will find license certificates for the 2007-2008 license term. You will note the certificates have been sent to you in two separate piles. The gold border certificates are the originals and should be endorsed by you and given to the licensee. The plain white certificates are your copies and should be endorsed, dated and retained by your municipality.

Be advised that the license certificates of the inactive licensees that require relief pursuant to N.J.S.A. 33:1-12.39 are not included in this package. If a special ruling is granted by the Director, the license certificate will be sent to you with a copy of the ruling. At that time the issuing authority may consider the license for renewal.


In addition, the license certificates for conflict licenses are not included in this package. Upon receipt of the completed renewal application, and copy of their tax clearance certificate and a resolution stating that the governing body has no objection to the Director renewing the license pursuant to N.J.A.C. 13:2-4.6, the certificate will be forwarded to you.

Further, the license certificates for licensees whose licenses are indefinitely suspended due to failure to pay the retro active renewal fee for the 2003-2004 license term are not included in this package. Upon receipt of the retro active fee, petition fee and fine, the suspension order will be lifted and the certificate will then be forwarded to you.

License certificates which you endorse with the correct license name and premises information will be considered valid for use during the 2007-2008 license term. However, if the license is currently inactive, you should retain both copies of the certificate.

If you prefer to have a new certificate prepared for a particular license, fax a written request for same to Sheila Inverso of the Licensing Bureau. The fax number is (609) 292-0691.

Finally, if you are missing any license certificates please contact me at (609) 984-2810. Thank you.

Sincerely,

Joann Frascella
Executive Assistant
Licensing Bureau



Enclosures: As stated



TOWNSHIP OF WILLINGBORO

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

June 14, 2007

Dianne M. Weiss, Executive Assistant
Department of Law & Public Safety
Division of Alcoholic Beverage Control
CN – 087
Trenton, New Jersey 08625-0087

Re: **Club License Renewals (3)**
Sacred Heart Council #5337,
Knights of Columbus
Foster Military Lodge Temple
Assoc., High Twelve Craftsmen
and Levittown Memorial Post
No. 4914 V.F.W.

Dear Ms. Weiss:

Attached is a certified copy of Resolution No. 2007 – 96 adopted by Willingboro Township Council at their meeting of June 12, 2007 regarding the above. A copy of this letter along with a certified copy of the resolution will be sent to the applicants for their information and file.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

Att.

cc: Knights of Columbus
Foster Military Lodge
V.F.W.

RESOLUTION NO. 2007 - 97

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY INTO A SINGLE ISSUE OF BONDS AGGREGATING \$12,005,000 IN PRINCIPAL AMOUNT.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the Township of Willingboro, in the County of Burlington, New Jersey authorized pursuant to the bond ordinances of the Township heretofore adopted and described in Section 2 hereof shall be combined into a single and combined issue of General Improvement Bonds in the principal amount of \$12,005,000.

Section 2. The principal amount of Bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the number, the improvement description and the date of adoption, and the period or average period of usefulness determined in each of the bond ordinances are respectively as follows:

Principal Amount of Bonds	Number of Ordinance	Description of Improvement and Date of Adoption of Ordinance	Useful Life
\$3,217,000	2004-3	Various capital improvements, finally adopted June 22, 2004	8 years
\$3,253,000	2005-14	Various capital improvements, finally adopted July 5, 2005	13.18 years
\$5,535,000	2006-3	Various capital improvements, finally adopted June 27, 2006	7.77 years
<u>\$12,005,000</u>			

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

a. The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average period of usefulness therein determined, is not less than 9.29 years.

b. The Bonds of the combined issue shall be designated "General Improvement Bonds" and shall mature within the average period of usefulness as

determined in accordance with the approval of the Local Finance Board, Division of Local Government Services in the Department of Community Affairs.

c. The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law applicable to the sale and the issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.


Section 4. The following additional matters are hereby determined, declared, recited and stated:

a. None of the Bonds described in Section 2 hereof has been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2.

b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

Section 5. This resolution shall take effect immediately.

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	✓			

CERTIFICATE

I, Marie Annese, Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on June 12, 2007 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 13th day of June, 2007.


Marie Annese, Clerk

[SEAL]

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held at Municipal Building, Willingboro, New Jersey on June 12, 2007 at _8:00 p.m.

PRESENT: Councilman Ayrer, Councilman Campbell, Councilman Stephenson
Deputy Mayor Jennings, Mayor Ramsey

ABSENT: None

Councilman Ayrer introduced and moved the adoption of the following resolution, and Deputy Mayor Jennings seconded the motion:

RESOLUTION NO. 2007 - 97

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY INTO A SINGLE ISSUE OF BONDS AGGREGATING \$12,005,000 IN PRINCIPAL AMOUNT.

RESOLUTION NO. 2007 – 98

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF \$12,005,000 GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AND PROVIDING FOR THEIR SALE.

BE IT RESOLVED BY THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:

Section 1. The \$12,005,000 General Improvement Bonds of the Township of Willingboro, in the County of Burlington (the "Township"), referred to and described in the resolution adopted by the Township Council pursuant to the Local Bond Law of the State of New Jersey on June 12, 2007 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of Willingboro, in the County of Burlington, New Jersey into a Single Issue of Bonds Aggregating \$12,005,000 in Principal Amount," shall be issued as General Improvement Bonds (the "Bonds"). The Bonds shall mature in the principal amounts on August 1 in each of the years as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2009	\$470,000	2016	\$895,000
2010	495,000	2017	930,000
2011	725,000	2018	970,000
2012	755,000	2019	1,010,000
2013	790,000	2020	1,050,000
2014	820,000	2021	1,095,000
2015	855,000	2022	1,145,000

The Bonds shall be subject to redemption prior to maturity in accordance with the terms of the Notice of sale authorized herein. The Bonds shall be thirteen in number, with one certificate being issued for each year of maturity and shall be numbered GI-1 to GI-14, inclusive.

Section 2. The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Depository Trust Company will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of any multiple of \$1,000 (with a minimum purchase of \$5,000

required) through book-entries made on the books and records of The Depository Trust Company and its participants.

The Bonds will bear interest payable semiannually on the first day of February and August in each year until maturity or earlier redemption, commencing on February 1, 2008, at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1% and proposed by the successful bidder in accordance with the Notice of Sale authorized herein.

The principal of and the interest on the Bonds will be paid to the Securities Depository by the Township on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of each next preceding January 15 and July 15 (the "Record Dates" for the Bonds). The Bonds shall be executed by the manual or facsimile signature of the Mayor and Chief Financial Officer of the Township under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk of the Township. The following matters are hereby determined with respect to the Bonds:

Date of Bonds:	August 1, 2007
Interest Payment Dates:	Each February 1 and August 1, until maturity or earlier redemption, commencing on February 1, 2008

Section 3. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Township to deliver and to market the Bonds in accordance with the requirements of The Depository Trust Company and the final terms of sale:

REGISTERED
GI-

\$ _____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY

TOWNSHIP OF WILLINGBORO,
IN THE COUNTY OF BURLINGTON

GENERAL IMPROVEMENT BOND

DATED DATE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
8/1/2007	8/1/20__	_____%	_____

TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, New Jersey (the "Township") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of _____ DOLLARS (\$ _____), and to pay interest on such sum from the Dated Date of this bond at the Rate of Interest Per Annum specified above semiannually on the first days of February and August in each year until maturity or earlier redemption, commencing on February 1, 2008. Interest on this bond will be paid to the Securities Depository by the Township and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the January 15 and July 15 next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the Township, will be paid to the Securities Depository by the Township and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

The bonds of this issue maturing prior to August 1, 2018 are not subject to redemption prior to their stated maturities. The bonds of this issue maturing on or after August 1, 2018 are redeemable at the option of the Township in whole or in part on any date on or after August 1, 2017 upon notice as required herein at par, plus in each case unpaid accrued interest to the date fixed for redemption, if any.

Notice of redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the bonds not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption. Such mailing shall be to the owners of such bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed bond registrar. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings. If the Township determines upon the exercise of its right of optional redemption to redeem a portion of the bonds prior to maturity, the bonds to be redeemed shall be selected by the Township. The bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If notice of redemption has been given as provided herein, the bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the redemption price, together with unpaid accrued interest to the date fixed for redemption. Interest shall cease to accrue on the bonds after the date fixed for redemption. Payment shall be made upon surrender of the bonds redeemed.

This bond is one of an authorized issue of bonds and is issued pursuant to Title 40A, Chapter 2 of the New Jersey Statutes and a resolution adopted by the Township on June 12, 2007 entitled "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of Willingboro, in the County of Burlington, New Jersey into a single issue of Bonds Aggregating \$12,005,000 in Principal Amount," and the various bond ordinances referred to therein, each in all aspects duly approved and published as required by law.

The full faith and credit of the Township are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Township is within every debt and other limit prescribed by such constitution or statutes.

IN WITNESS WHEREOF, THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, New Jersey has caused this bond to be executed in its name by the manual or facsimile signature of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Township Clerk, and this bond to be dated the Dated Date as specified above.

TOWNSHIP OF WILLINGBORO,
IN THE COUNTY OF
BURLINGTON

[SEAL]

ATTEST:

By: _____
Clerk

By: _____ (Facsimile)
Mayor

By: _____ (Facsimile)
Chief Financial Officer

Section 4. The Bonds shall be sold on July 24, 2007 by electronic open auction with the two minute extension rule upon the terms and the conditions set forth in and described in the Full Notice of Sale authorized below and set forth in Exhibit A attached hereto (the "Full Notice of Sale"). The Full Notice of Sale shall be posted in full on Grant Street Group's MuniAuction Website ("MuniAuction"). The Township Clerk is hereby directed to arrange for the publication of the Short Notice of Sale authorized below and set forth in Exhibit B attached hereto (the "Short Notice of Sale") and the Summary Notice of Sale authorized below and set forth in Exhibit C (the "Summary Notice of Sale"). The Notices of Sale shall be posted and published as required by law not less than seven days prior to the date of sale. The full Notice of Sale shall be substantially in the form attached hereto as Exhibit A, the Short Notice of Sale shall be substantially in the form attached hereto as Exhibit B, and the Summary Notice of Sale shall be substantially in the form attached hereto as Exhibit C, each with such additions, deletions and omissions as may be necessary for the Township to market the Bonds in accordance with the requirements of The Depository Trust Company and MuniAuction. The Short Notice of Sale shall be published in the *Burlington County Times* and the Summary Notice of Sale shall be published in *The Bond Buyer*, a financial newspaper published and circulating in the Township of New York, New York.

Section 5. The Township hereby designates the Chief Financial Officer, or her designee, as the officer to sell and to award the Bonds and to act on behalf of the Township in accordance with the Notices of Sale authorized herein, and the Chief Financial Officer shall report in writing the results of the sale to this Township Council as required by law.

Section 6. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon & Scotland, L.L.C., ("Bond Counsel") complete except for omission of its date.

Section 7. Bond Counsel is authorized to arrange for the printing of the Bonds and the printing and the posting of the Official Statement to be prepared in connection with the sale of the Bonds and to arrange for the distribution of the preliminary Official Statements on behalf of the Township to those financial institutions that customarily submit bids for such Bonds. The Township Auditor and Bond Counsel are authorized to assist in the preparation of the Official Statement necessary in connection with the issuance of the Bonds, and the Mayor and Chief Financial Officer of the Township are authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Township by the Chief Financial Officer or Mayor. Final Official Statements shall be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the purchaser's confirmations that request payment for the Bonds. Bond Counsel is further authorized to arrange on behalf of the Township for a rating for the Bonds from Moody's Investors Service.

Section 8. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended, (the "Code") in order to preserve the exemption from taxation of interest on the Bonds,

including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 9. The Mayor or the Chief Financial Officer are hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 10. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds that were previously issued in book-entry form shall be converted to registered bonds (the "Registered Bonds") in denominations of any integral multiple of \$5,000, except that an amount maturing in any one year in excess of the largest principal amount thereof equaling a multiple of \$5,000 will be in denominations of \$1,000, or any integral multiple thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the Registered Bonds in certificated form.

Section 11. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the Township shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(a) on or prior to September 1 of each fiscal year, commencing September 1, 2008, to each nationally recognized municipal securities information repository ("National Repository") and to the appropriate State information depository ("State Repository"), if any, annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the Township and certain financial information and operating data consisting of (1) Township and overlapping indebtedness including a schedule of outstanding debt issued by the Township; (2) the Township's most current adopted budget; (3) property valuation information for property located within the Township; and (4) tax rate, levy and collection data. The audited financial statements will be prepared in accordance with modified cash accounting principles as mandated by State of New Jersey statutory principles in effect from time to time or with generally accepted accounting principles, as modified by governmental accounting standards as may be required by New Jersey law;

(b) in a timely manner to each National Repository or to the Municipal Securities Rule-making Board, and to the State Repository, if any, notice of the following events with respect to the Bonds, if material (herein "Material Events"):

- (1) Principal and interest payment delinquencies on the Bonds;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities; and
- (11) Rating changes;

(c) in a timely manner to each National Repository or to the Municipal Securities Rule-making Board, and to the State Repository if any, notice of failure of the Township to provide required annual financial information on or before the date specified above.

(d) If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provisions of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

(e) The Chief Financial Officer shall determine, in consultation with bond counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

(f) In the event that the Township fails to comply with the Rule requirements or the written contracts or undertakings specified in this resolution, the Township shall not be liable for monetary damages, remedy being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings.

(g) Any filing made pursuant to this section 11(a), (b), or (c) may, in lieu of filing with each National Repository and State Repository, if any, be made solely by transmitting such filing to the Texas Municipal Advisory Council (Texas MAC) at www.DisclosureUsa.org, provided that the United States Securities and Exchange Commission has not withdrawn its interpretive letter to Texas MAC dated September 7, 2004 approving use of the Texas MAC Central Post Office.

Section 12. The Chief Financial Officer is authorized to invest the proceeds of the Bonds in investment obligations or deposits as permitted in accordance with law. The Chief Financial Officer and other appropriate representatives of the Township are

- (1) Principal and interest payment delinquencies on the Bonds;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
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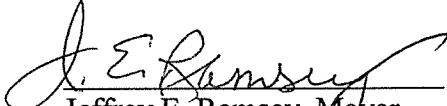
(f) In the event that the Township fails to comply with the Rule requirements or the written contracts or undertakings specified in this resolution, the Township shall not be liable for monetary damages, remedy being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings.

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Section 12. The Chief Financial Officer is authorized to invest the proceeds of the Bonds in investment obligations or deposits as permitted in accordance with law. The Chief Financial Officer and other appropriate representatives of the Township are

authorized to take all other actions on behalf of the Township necessary for the sale and the delivery of the Bonds in accordance with this resolution.

Section 13. This resolution shall take effect immediately.


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	✓			

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held at the municipal building, Willingboro, New Jersey on June 12, 2007 at 8:00 p.m.

PRESENT: Councilman Ayrer, Councilman Campbell, Councilman Stephenson,
Deputy Mayor Jennings, Mayor Ramsey

ABSENT: None

Councilman Ayrer introduced and moved the adoption of the following resolution and Councilman Stephenson seconded the motion:

RESOLUTION NO. 2007 - 98

**RESOLUTION DETERMINING THE FORM AND OTHER
DETAILS OF \$12,005,000 GENERAL IMPROVEMENT
BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE
COUNTY OF BURLINGTON, NEW JERSEY AND
PROVIDING FOR THEIR SALE.**

**RESOLUTION NO. 2007 - 99
RESOLUTION OF THE TOWNSHIP OF WILLINGBORO,
IN THE COUNTY OF BURLINGTON NEW JERSEY
MAKING APPLICATION TO THE LOCAL FINANCE
BOARD PURSUANT TO N.J.S.A. 40A:2-26(e)**

WHEREAS, the Township of Willingboro, in the County of Burlington, New Jersey (the "Township") desires to make application to the Local Finance Board for its approval of a non-conforming maturity schedule in connection with a general obligation bond sale pursuant to the provisions of N.J.S.A. 40A:2-26(e).

WHEREAS, the Township believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant;
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY as follows:

Section 1. The application to the Local Finance Board is hereby approved, and the Township's Bond Counsel and Auditor, along with other representatives of the Township, are hereby authorized to prepare such application and to represent the Township in matters pertaining thereto.

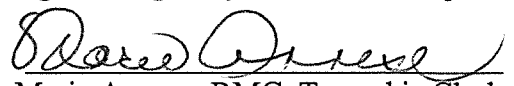
Section 2. The Clerk of the Township is hereby directed to prepare and file a copy of the proposed resolution with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

Recorded Vote

<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Ayrer	Jennings	None	None
Campbell	Ramsey		
Stephenson			

The foregoing is a true copy of a resolution adopted by the governing body of the Township on June 12, 2007.


Marie Annese, RMC, Township Clerk

21-06007381

ID #

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
LOCAL FINANCE BOARD
APPLICATION CERTIFICATION

APPLICANT'S
NAME:


TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF
BURLINGTON, NEW JERSEY

I, JEFFREY E. RAMSEY, MAYOR OF THE TOWNSHIP OF WILLINGBORO, IN THE
COUNTY OF BURLINGTON, NEW JERSEY DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are true to
the best of my knowledge and belief; and


That this application was considered and its submission to the Local Finance Board
approved by the governing body of the Township on June 12, 2007; and

That the governing body of the Township has notified each participating local unit of its
submission of this application to the Local Finance Board and has made available to each, a true
copy of this application.



Jeffrey E. Ramsey, Mayor

ATTEST:



Marie Anese, Clerk

Marie Anese, Clerk
Date: June 12, 2007

RESOLUTION NO. 2007 – 100
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING PROFESSIONAL SERVICE CONTRACTS WITH
PROFESSIONALS

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 has found 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, the Township Council of the Township of Willingboro in accordance the fair and open process has publicly noticed, solicited statements of qualifications, reviewed all submissions and interviewed qualified candidates for the professional positions; and

WHEREAS, the Township Council of the Township of Willingboro has determined to make appointments to the professional positions advertised and reviewed;

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. In accordance with N.J.S.A. 40A:11-5, the Township Council of Willingboro, assembled in public session this 12th day of June, 2007, hereby directs and authorizes the Mayor and Clerk to execute Professional Service Agreements with the following professionals for the following positions:

Michael Armstrong, Esq.	Township Attorney , in accordance with salary ordinance/resolution.
John E. Collins, Esq.	Municipal Prosecutor in accordance with the salary ordinance/resolution
Stephen E. Ryan Acting for Edmund D. Bowman	Township Auditor not to exceed \$80,000.
Allen Zeller of Zeller & Bryant	Tax Appeal, Zoning Board Attorney and Special Counsel Police not to exceed \$150.00 per hr.
Joseph Jacobs, Esq.	Library Board Attorney not to exceed \$3,325.
Jeffrey R. Surenian, Esq.	Special Counsel COAH not to exceed \$60,000.
Andrew M. Duclair, Esq.	Public Defender in accordance with the salary ordinance/resolution

Res. 2007 – 100 cont'd.
Jersey Professional Mgt.

**Professional Municipal Recruiting Firm
Not to exceed \$22,000.**


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

3. These contracts shall be paid in accordance with the salary ordinance/ resolution or contract.


4. These contracts shall expire on December 31, 2007.

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

TOWNSHIP OF WILLINGBORO


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

Vendor Range: SURENIAN to SURENIAN Report Type: All
 Threshold Amount: 0.00 Status: Active Include Tax Id: Y Contracts: Y Bid: Y State: Y Other: Y
 Date Range Type: Both Encumbrance Date Range: 01/01/06 to 06/12/07 Paid Date Range: 01/01/06 to 06/12/07
 Contract Start Date Range: 01/01/06 to 12/31/07 Contract End Date Range: 01/01/07 to 12/31/08

Vendor # Name	Status	1099 Type	Tax Id	1099
Enc Date P.O. # Item Description		Prch. Type Status	Invoice	Amount
Contract Id Charge Account		Account Description		Excl
SURENIAN JEFFREY R. SURRENIAN & ASSOC.	Active	Proceeds to Attrny	270 119 443-000	
01/11/06 06-00091 1 PROFESSIONAL SERVICES NOV 2005		Other Pd ck: 14018 02/28/06	NOV 2005	4,940.25
5-01-20-155-000-299		TWP ATTORNEY Miscellaneous		
02/07/06 06-00417 1 SERVICES RENDERED DEC 2005		Other Pd ck: 14018 02/28/06	12-1-5/12-31-5	2,408.46
5-01-20-155-000-299		TWP ATTORNEY Miscellaneous		
03/07/06 06-00679 1 SVCS RENDERED JAN 2006		Other Pd ck: 14213 03/31/06	1-1-06 /1-31-06	15,522.50
6-01-20-155-000-131		TWP ATTORNEY Special Project		
04/06/06 06-00963 1 SERVICES RENDERED FEB 2006		Other Pd ck: 14415 04/30/06	2/01/06-2/28/06	10,280.37
6-01-20-155-000-131		TWP ATTORNEY Special Project		
05/09/06 06-01274 1 LEGAL SVCS RENDERED 3/1-31/06		Other Pd ck: 14610 05/31/06	3/1-31/06	4,078.37
6-01-20-155-000-131		TWP ATTORNEY Special Project		
06/09/06 06-01580 1 2006 PROFESSIONAL SERVICES		Other Open		9,593.26
6-01-20-155-000-131		TWP ATTORNEY Special Project		
06/09/06 06-01580 2 PROFESSIONAL SERVICES 4/1-4/30		Other Pd ck: 15013 07/31/06	RE MT LAUREL	2,718.68
6-01-20-155-000-131		TWP ATTORNEY Special Project		
06/09/06 06-01580 3 PROFESSIONAL SERVICE 5/1-31/06		Other Pd ck: 15013 07/31/06	RE MT LAUREL	4,327.23
6-01-20-155-000-131		TWP ATTORNEY Special Project		
06/09/06 06-01580 4 PROFESSIONAL SERVICE 6/1-30/06		Other Pd ck: 15013 07/31/06	RE MT LAUREL	2,731.82
6-01-20-155-000-131		TWP ATTORNEY Special Project		
06/09/06 06-01580 5 PROFESSIONAL SERV 8/1/6-8/31/6		Other Pd ck: 15625 10/31/06	RE MT LAUREL	2,194.50
6-01-20-155-000-131		TWP ATTORNEY Special Project		
06/09/06 06-01580 6 PROFESSIONAL SERV 7/1/6-7/31/6		Other Pd ck: 15625 10/31/06	RE MT LAUREL	1,376.97
6-01-20-155-000-131		TWP ATTORNEY Special Project		
06/09/06 06-01580 7 PROFESSIONAL SERV 9/1/06-9/30		Other Pd ck: 15851 11/30/06	RE MT LAUREL	2,742.79
6-01-20-155-000-131		TWP ATTORNEY Special Project		
06/09/06 06-01580 8 PROFESSIONAL SERV 10/1/6-10/31		Other Pd ck: 15851 11/30/06	RE MT LAUREL	4,433.45
6-01-20-155-000-131		TWP ATTORNEY Special Project		

2005

	Bid	State	Other	All
Total Open P.O.:	0.00	0.00	9,593.26	9,593.26
Total Paid P.O.:	0.00	0.00	57,755.39	57,755.39
Vendor P.O. Total:	0.00	0.00	67,348.65	67,348.65

open 50,406.68 Paid for 2006 Activity

Total Vendors:	1	Total Open P.O.:	9,593.26	Total Paid P.O.:	57,755.39	Total Open & Paid:	67,348.65
		Total Contract:	0.00	Total Unallocated:	0.00	Total Contract Available:	0.00

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

And Michael Armstrong, Esquire

THIS AGREEMENT made this 25th day of May 2007 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **MICHAEL A. ARMSTRONG** of the law firm of **LAW OFFICE OF MICHAEL A. ARMSTRONG**, 79 Mainbridge Lane, Willingboro, New Jersey 08046, (hereinafter referred to as "Solicitor").

WHEREAS, the Mayor and Council of the Township employed Michael A. Armstrong, Esquire to serve as the Solicitor for the Township by duly adopted Resolution No. 2007-46 at its March 13, 2007 meeting;

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION I – SERVICES TO BE RENDERED.

1. The Township hereby employs Michael A. Armstrong, Esquire as its attorney for and during the period commencing January 1, 2007 and ending December 31, 2007, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence or when he deems additional assistance necessary.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
 - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
 - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
 - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
 - D. Render opinions in writing or verbally upon any question of law submitted to him by the Township or any member thereof with respect to their official powers and duties,

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro
And Michael Armstrong, Esquire

and perform such duties as may be necessary to provide legal counsel to the Council and Mayor in the administration of municipal affairs.

E. Supervise and direct the work of such additional attorneys and technical and professional assistants as the Mayor and Council may authorize for special or regular employment in or for the municipality.

F. Attend all regular meetings, and not more than thirty-four (34) meetings that are either special meetings, adjourned meetings, or emergency meetings of the Council.

3. The following duties of the Township Attorney shall be covered by his annual employment contract:

A. Attendance at all public meetings of the governing body as outlined in 2(F) and caucus meetings of the governing body as Mayor and Council may direct; and

SECTION II - COMPENSATION.

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$150.00 per hour, with costs for partners and associates; Seventy-Five Dollars (\$75.00) per hour for clerks and law assistants; and Forty Dollars (\$40.00) for paralegals. Said fees shall not be part of this employment contract. The annual employment amount contained in paragraph 4 shall provide a maximum of 500 hours per annum of services or 44.44 hours per month. Any services in excess of 44.44 hours per month shall be billed at the rate for non-employment services.

4. The attorney's annual employment contract shall be Ninety Two Thousand Nine Hundred dollars (\$92, 900.00), which shall be paid in the form of salary and benefits. The attorney's salary shall be Eighty Thousand dollars (\$82,000.00) dollars, payable in twenty-six (26) equal installments. The benefits, Ten Thousand Nine Hundred (\$10,900.00) shall be paid consistent with Schedule A attached herewith.

5. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses in excess of \$1.00 per item mail, all certified mail charges, travel, photocopying and any other necessary expenses.

6. Billing for legal services and cost will be submitted on a monthly basis and are payable upon receipt.

7. By acceptance of this employment, Solicitor shall not be prevented or barred from

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

And Michael Armstrong, Esquire

7. By acceptance of this employment, Solicitor shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.

SECTION 4. - TOWNSHIP RESPONSIBILITIES.

The Township agrees to provide all necessary assistance in properly post auditing the accounts to insure that no over-commitments or over-expenditures will be created as a result of the efforts of the Solicitor on all authorized projects. Further the Township represents that monies are available in the amount indicated in this contract under Section 2 and that all of the Solicitor's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

SECTION IV - RECORDS AND PAPERS.

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of the Solicitor shall be and remain the property of the Township. The Solicitor shall upon termination or expiration of this contract surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Township.

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT


Between the Township of Willingboro

And Michael Armstrong, Esquire

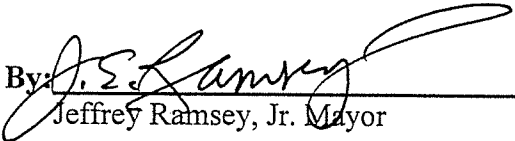
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:


TOWNSHIP OF WILLINGBORO



Marie Annese, Township Clerk

By: 

Jeffrey Ramsey, Jr. Mayor



Michael A. Armstrong, Esquire
LAW OFFICE OF MICHAEL A. ARMSTRONG
79 Mainbridge Lane
Willingboro, New Jersey 08046

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

And Michael Armstrong, Esquire

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

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

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

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

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

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

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

And Michael Armstrong, Esquire

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

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

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

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

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

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

TELEFAX COVER SHEET

TO: Ramona
COMPANY: Armstrong Law
DATE: 1/8/08
TO FAX NO. #1

FROM: Marie A. EXT. 6202 PAGES 7
SUBJECT: 2007 contract/copy

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro
And Michael Armstrong, Esquire

THIS AGREEMENT made this 25th day of May 2007 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **MICHAEL A. ARMSTRONG** of the law firm of **LAW OFFICE OF MICHAEL A. ARMSTRONG**, 79 Mainbridge Lane, Willingboro, New Jersey 08046, (hereinafter referred to as "Solicitor").

WHEREAS, the Mayor and Council of the Township employed Michael A. Armstrong, Esquire to serve as the Solicitor for the Township by duly adopted Resolution No. 2007-46 at its March 13, 2007 meeting;

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION I – SERVICES TO BE RENDERED.

1. The Township hereby employs Michael A. Armstrong, Esquire as its attorney for and during the period commencing January 1, 2007 and ending December 31, 2007, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence or when he deems additional assistance necessary.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
 - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
 - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
 - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
 - D. Render opinions in writing or verbally upon any question of law submitted to him by the Township or any member thereof with respect to their official powers and duties,

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro

And Michael Armstrong, Esquire

and perform such duties as may be necessary to provide legal counsel to the Council and Mayor in the administration of municipal affairs.

E. Supervise and direct the work of such additional attorneys and technical and professional assistants as the Mayor and Council may authorize for special or regular employment in or for the municipality.

F. Attend all regular meetings, and not more than thirty-four (34) meetings that are either special meetings, adjourned meetings, or emergency meetings of the Council.

3. The following duties of the Township Attorney shall be covered by his annual employment contract:

A. Attendance at all public meetings of the governing body as outlined in 2(F) and caucus meetings of the governing body as Mayor and Council may direct; and

SECTION II - COMPENSATION.

B. Other legal (“non-employment”) services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$150.00 per hour, with costs for partners and associates; Seventy-Five Dollars (\$75.00) per hour for clerks and law assistants; and Forty Dollars (\$40.00) for paralegals. Said fees shall not be part of this employment contract. The annual employment amount contained in paragraph 4 shall provide a maximum of 500 hours per annum of services or 44.44 hours per month. Any services in excess of 44.44 hours per month shall be billed at the rate for non-employment services.

4. The attorney’s annual employment contract shall be Ninety Two Thousand Nine Hundred dollars (\$92, 900.00), which shall be paid in the form of salary and benefits. The attorney’s salary shall be Eighty Thousand dollars (\$82,000.00) dollars, payable in twenty-six (26) equal installments. The benefits, Ten Thousand Nine Hundred (\$10,900.00) shall be paid consistent with Schedule A attached herewith.

5. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses in excess of \$1.00 per item mail, all certified mail charges, travel, photocopying and any other necessary expenses.

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PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro
And Michael Armstrong, Esquire

7. By acceptance of this employment, Solicitor shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.

SECTION 4. - TOWNSHIP RESPONSIBILITIES.

The Township agrees to provide all necessary assistance in properly post auditing the accounts to insure that no over-commitments or over-expenditures will be created as a result of the efforts of the Solicitor on all authorized projects. Further the Township represents that monies are available in the amount indicated in this contract under Section 2 and that all of the Solicitor's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

SECTION IV - RECORDS AND PAPERS.

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of the Solicitor shall be and remain the property of the Township. The Solicitor shall upon termination or expiration of this contract surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Township.

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT


Between the Township of Willingboro

And Michael Armstrong, Esquire


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

ATTEST:


TOWNSHIP OF WILLINGBORO



Marie Annese, Township Clerk

By: 

Jeffrey Ramsey, Jr. Mayor

By: 

Michael A. Armstrong, Esquire
LAW OFFICE OF MICHAEL A. ARMSTRONG
79 Mainbridge Lane
Willingboro, New Jersey 08046

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro
And Michael Armstrong, Esquire

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

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

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

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

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

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

PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro
And Michael Armstrong, Esquire

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

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

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

Check if medical benefits – if so add – plus medical benefits to #4
PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and John Collins, Esq.

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

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

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

1. APPOINTMENT. John Collins is hereby appointed and retained as Municipal Prosecutor.

2. TERM. The term of this appointment shall be effective through December 31, 2007.

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

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

5. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

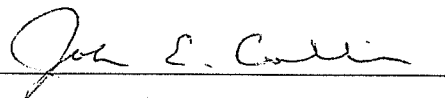
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

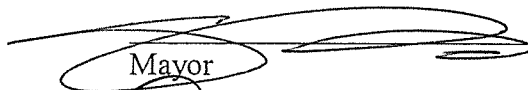

8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

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

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

In Witness Whereof, this Agreement has been executed on this ____ day of _____, 2007, for the purpose and the term specified herein.




Mayor

Clerk



Erasmus

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2007 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and the law firm of **ZELLER & BRYANT, LLP**, or its successor, Woodcrest Pavilion, Ten Melrose Avenue, Suite 400, Cherry Hill, New Jersey, 08003, (hereinafter referred to as "Attorney").

WHEREAS, the Township employed Attorney to serve as the Attorney for the Township Zoning Board of Adjustment, tax appeals and police matters (hereinafter collectively "Boards") by duly adopted Resolution No. 2007-_____ at its _____ meeting;

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Township hereby employs Attorney as its attorney for and during the period commencing May 2007 and ending December 31, 2007, for the performance of legal services hereinafter set forth. Any attorney employed by the Attorney may be assigned by the Attorney to represent said Township.
2. Attorney hereby accepts such employment and agrees to represent the Boards in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the Township, represent its personnel and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Attorney shall give all legal counsel and advice where required by the Boards or any member thereof and shall, in general, serve as the legal advisor to the Boards on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Attorney shall:
 - A. Draft or approve as to form and sufficiency all legal documents and resolutions made, executed or adopted by or on behalf of the Boards.
 - B. With the approval of the Boards, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by the Boards.
 - C. Subject to the approval of the Township Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
 - D. Render opinions in writing or verbally upon any question of law submitted to him by the Boards or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Boards in the administration of municipal affairs.

EMPLOYMENT AGREEMENT

E. Attend all regular meetings that are either special meetings, adjourned meetings, or emergency meetings of the Boards.

3. The following duties of the Attorney shall also be covered by this employment contract and shall be billed to the Township on a fee basis billed at the rate of \$150.00 per hour:

A. Attendance at all public meetings of the Boards as outlined in 2(F) and caucus meetings as the Boards may direct; and

B. All legal ("employment") services to be performed as outlined in 2 (A) through 2 (F), as well as all litigation, including, but not limited to, tax court matters, personnel hearings and appeals, trial court matters, and county tax appeals. Any appellate, federal court, foreclosure litigation or extraordinary services not contemplated by this shall also be on a fee basis, to be billed at a rate of \$150.00 per hour.

4. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses in excess of \$1.00 per item mail, all certified mail and overnight delivery charges, travel, photocopying and any other necessary expenses.

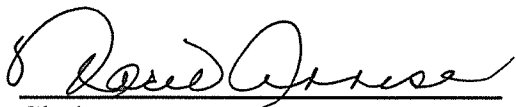
5. Billing for legal services and costs will be submitted to the Township on a monthly basis and are payable upon receipt.

6. By acceptance of this employment, Attorney shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.

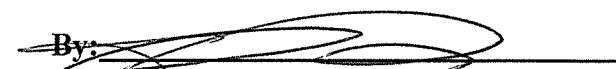
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WILLINGBORO



Clerk

By: 

Deputy Mayor

By: _____
Allen S. Zeller, Esquire
Zeller & Bryant, LLP
Woodcrest Pavilion
Ten Melrose Avenue, Suite 400
Cherry Hill, New Jersey 08003

EMPLOYMENT AGREEMENT

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

EMPLOYMENT AGREEMENT

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

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

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

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

EMPLOYMENT AGREEMENT

EXHIBIT "B"

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability (42 U.S.C. S12101 et seq.)

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT")(42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ACT. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ACT during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this ACT. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or the OWNER incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the ACT and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the

EMPLOYMENT AGREEMENT

CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and Joseph Jacobs, Esq.

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

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

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

1. APPOINTMENT. Joseph Jacobs is hereby appointed and retained as Library Board Solicitor.

2. TERM. The term of this appointment shall be effective through December 31, 2007 and in no case exceed one year.

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

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

5. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

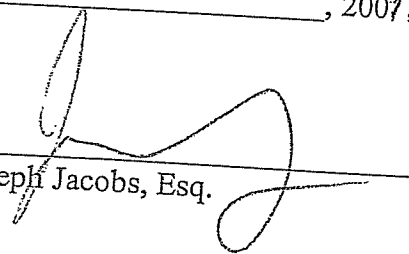
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition by either party, or waiver of any subsequent breach of such term, provision or condition by either party, or justly or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

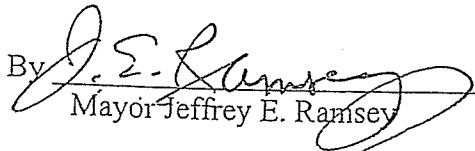
9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

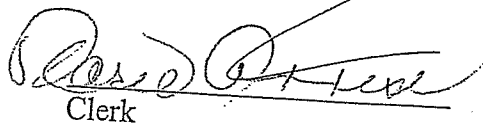
In Witness Whereof, this Agreement has been executed on this _____ day of _____, 2007, for the purpose and the term specified herein.



Joseph Jacobs, Esq.

By 

Mayor Jeffrey E. Ramsey



Clerk

Check if medical benefits – if so add – plus medical benefits to #4
PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and Andrew Duclair, Esq.

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

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

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

1. APPOINTMENT. Andrew Duclair is hereby appointed and retained as Public Defender.

2. TERM. The term of this appointment shall be effective through December 31, 2007.

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

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

5. EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

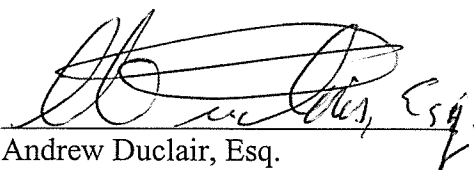
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

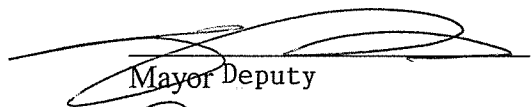

8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

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

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

In Witness Whereof, this Agreement has been executed on this ____ day of _____, 2007, for the purpose and the term specified herein.


Andrew Duclair, Esq.


Mayor Deputy

Clerk

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this ____ day of January, 2007, by and between:

Township of Willingboro, a municipal corporation of the State of New Jersey,
Burlington County Municipal Complex
1 Salem Road
Willingboro, NJ 08046

hereinafter referred to as "Township"

And: **Jeffrey R. Surenian and Associates, LLC**
2052 Route 35, Suite 201
Wall Twp, NJ 07719

hereinafter referred to as "Special Counsel", "Contractor" or "Firm".

WITNESSETH:

1. Township hereby appoints and employs the Special Counsel to assist the Township and its legal counsel in helping the Township address its responsibilities with respect to its affordable housing obligations in proceedings before the New Jersey Council on Affordable Housing (COAH) and any Court.

2. Special Counsel shall bill the Township at the following rates:

- (a) \$175.00 per hour for all time spent by Jeffrey R. Surenian;
- (b) \$140.00 per hour for all time spent by senior associates, defined as having at least three (3) years experience as an attorney with affordable housing matter;
- (c) \$130.00 per hour for all time spent by junior associates, defined as having less than three (3) years of experience as an attorney with affordable housing matters; and
- (d) \$70.00 per hour for all time spent by paralegals.

In the event that other lawyers are used, they will be billed commensurate with their experience, but at rates no greater than set forth above.

3. Township shall pay all disbursements incurred by Firm at the Firm's normal rate, such as, but not limited to, photocopying and printing expenses (at \$0.25 per page), fax fees (at \$1.00 per page), telephone charges, travel expenses (at \$.35 per mile plus tolls), scanning fees (at \$.25 per page), messenger fees, filing fees, recording fees, etc.

4. Special Counsel shall bill Township on a monthly basis. In the event that the bills exceed the amount budgeted, Township shall either make another appropriation or advise Special Counsel immediately to stop work.

5. Township shall pay all bills within forty five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the Township in blank, which firm shall be free to submit with each bill so that the bill may be paid upon approval.

7. Statutorily Required Affirmative Actions Clause:

Attached hereto and incorporated herein are:

Exhibit A

Mandatory Affirmative Action Language Goods, Professional Services and General Service Contracts, together with Appendix A (Americans with Disabilities Act), and Affirmative Action Compliance Notice;

Exhibit B

State of New Jersey Business Registration together with Certificate of Employee Information Report, Insurance Binder and Business Entity Disclosure Statement; and

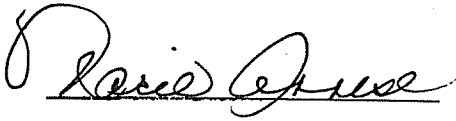
Exhibit C

Jeffrey R. Surenian's Certificate of Good Standing, Michael A. Jedziniak's Certificate of Good Standing, and Erik Nolan's Certificate of Good Standing.

8. This Contract shall remain in effect until December 31, 2007.

TOWNSHIP OF WILLINGBORO

ATTEST:



By 
_____ Mayor

JEFFREY R. SURENIAN AND
ASSOCIATES, LLC

By _____
Jeffrey R. Surenian, Member

Sworn and subscribed to before me on
this day of , 2007

A Notary Public of New Jersey
My commission expires:

 * P. 01 *
 * TRANSACTION REPORT *
 * MAY-30-2007 WED 01:05 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * MAY-30 12:58 PM ARMSTRONG 6' 38" 13 SEND OK 848 *
 * TOTAL : 6M 38S PAGES: 13 *

13 PAGES
 C. H. B. Done,
 Esq.

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ by and between:

Township of Willingboro, a municipal corporation of the State of New Jersey,
 Burlington County Municipal Complex
 1 Salem Road
 Willingboro, NJ 08046

hereinafter referred to as "Township",

And: Jeffrey R. Surenian and Associates, LLC
 2052 Route 35, Suite 201
 Wall Township, NJ 07719

hereinafter referred to as "Special Counsel", "Contractor" or "Firm".

WITNESSETH:

I, Township hereby appoints and employs the Special Counsel to assist the Township and its legal counsel in helping the Township address its responsibilities with respect to its affordable housing obligations in proceedings before the New Jersey Court of

JEFFREY R. SURENIAN AND ASSOCIATES

A Limited Liability Corporation
Counselors at Law
Rivers Edge Professional Building
2052 Highway 35, Suite 201
Wall Township, New Jersey 07719
(732) 449-8811
Fax (732) 449-8822

Jeffrey R. Surenian, Esq. – Member
Email – JRS@Surenian.com

Michael A Jedziniak, Esq. - Associate
Email – MAJ@Surenian.com

Erik Nolan, Esq. - Associate
Email - EN@surenian.com

January 29, 2007

UPS Overnight mail

Office of the Township Clerk
Willingboro Township Municipal Complex
One Salem Road
Willingboro, NJ 08046

Re: Special Affordable Housing Counsel

Dear Sirs and/or Madams:

I am writing in response to the Request for Qualifications for Professional Services for Special Counsel.

As for my qualifications, I am enclosing a copy of my *curriculum vitae*, which lists my current municipal clients, for your review. See Exhibit “A”. I am also enclosing the *curriculum vitae* of our associates. See Exhibit “B”. Within the past few years, I decided to represent only municipalities. I have made it clear that I will not represent developers despite the dramatic difference in remuneration.

I have also enclosed the following documents:

1. References;
2. Certificates of Good Standing;
3. Business Registration Certificate;
4. Certificate of Insurance
5. Certificate of Employee Information Report;
6. Business Entity Disclosure Certification;
7. Mandatory Equal Employment Opportunity Language with Americans with Disabilities Act of 1990; and
8. Affirmative Action Compliance Notice.

There are not any potential conflicts of interest that this firm may have in performing any services for the Township.

I started my own law firm in May, 2005 and have grown steadily since. We now have three attorneys and are in the process of hiring a fourth. We also have an office manager, a licensed paralegal and clerical help. We are in the process of hiring another secretary. We know of no other firm in the State with as substantial a practice in helping municipalities deal with their Mount Laurel issues. Indeed, we represent 39 municipalities throughout the State. Our lawyers have worked hard to develop a reputation for competence, commitment and integrity. We take pride in providing our clients the highest caliber of legal advice. I have represented clients in Mount Laurel matters for over twenty-two years. The specific focus of our practice in this limited area gives us a real benefit in representing clients. Our constant interaction with COAH and courts throughout the state helps us spot issues and solve problems before they become more significant. This experience and vast knowledge base also helps us devise strategies that have a high rate of success.

As the Township knows, I am presently representing its interests and have a thorough understanding of the issues facing the Township.

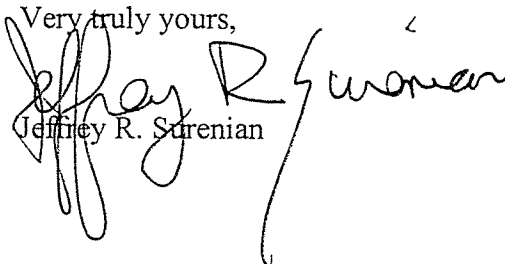
I first became interested in the affordable housing issues facing New Jersey's municipalities when I was serving as a law clerk to Honorable Eugene D. Serpentelli, who was one of three judges appointed by the State's Supreme Court to implement the *Mount Laurel* rulings in the 1980's. Since that time, I have been fortunate enough to be able to concentrate my practice solely in this contentious arena.

I am submitting herewith an agreement for services for 2007. The firm proposes to charge \$175.00 per hour for my services, \$140.00 per hour for services of senior associates defined as having at least three years of Mount Laurel experience, \$130.00 per hour for junior associates defined as having less than three years of Mount Laurel experience and \$70.00 for services of paralegals.

I believe I am well qualified to assist the Township in all areas having to do with affordable housing. Indeed, I know of no other firm with the depth of our qualifications in this area of the law and who knows as much about the Township's Mount Laurel plan. I would be gratified to continue as Willingboro's Special Counsel.

Thank you for your consideration.

Very truly yours,


Jeffrey R. Surenian

JRS/sa
Enclosures

EXHIBIT "A"

JEFFREY R. SURENIAN

BIOGRAPHY:

Mr. Surenian concentrates his practice on affordable housing matters before the courts and the Council on Affordable Housing (COAH). Mr. Surenian devotes his practice exclusively to the representation of municipalities seeking to achieve constitutional compliance with their Mount Laurel responsibilities in the absence of a lawsuit or seeking protection from developers or public interests plaintiffs that have instituted suit or filed objections in proceedings before the New Jersey Council on Affordable Housing.

In 1983 and 1984, Mr. Surenian served as the law clerk to the Honorable Eugene D. Serpentelli in the first year of his appointment by former Chief Justice Wilentz as the *Mount Laurel* trial judge for the central portion of the state. Since that time, Mr. Surenian has distinguished himself academically and in practice in the affordable housing arena.

In practice, Brick Township, where he developed a concept that resulted in the Township's receipt of over 400 "credits" against its fair share obligation – credits valued at over \$8,000,000. He represented or represents the Townships of Cherry Hill, Dover, Middletown and Wayne – municipalities with fair share quotas of over 1,000 units – and assisted with Legislation that capped the fair share of these communities to 1,000 units. He helped the Boroughs of Manasquan and Beachwood protect the last significant vacant parcel of land from development. Mr. Surenian secured for Barnegat and Wall Townships the first two waivers in the state from the cap on senior restricted housing. Mr. Surenian secured appellate division approval of a procedure to facilitate the ability of municipalities to comply without the necessity of builder's remedy litigation. This represents just some of the successes Mr. Surenian has had in helping diverse municipalities struggling with the burdens of *Mount Laurel* compliance.

Academically, he authored *Mount Laurel II and the Fair Housing Act* (ICLE, 1987), a treatise recognized as authoritative by many jurists and cited by the New Jersey Supreme Court. He also co-authored a chapter on affordable housing law in a well-respected treatise entitled *New Jersey Land Use and Environmental Law* (Matthew Bender, 1993). Finally, Mr. Surenian has lectured at Harvard University and has served as a lecturer and panelist at a number of seminars to instruct municipal officials and attorneys about the ever-evolving field of affordable housing law.

Clients of Mr. Surenian include Atlantic Highlands (Monmouth County), Bay Head (Ocean County), Beachwood Berkeley Township (Ocean County), East Greenwich Township (Gloucester County), Eatontown Borough (Monmouth County), Fairfield Township (Essex County), Farmingdale Borough (Monmouth County), Freehold Township (Monmouth County), Haddonfield Township (Camden County), Harrison Township (Gloucester County), Holmdel Township (Monmouth County), Hopewell Township (Cumberland County), Mannington Township (Salem County), Mantua Township (Gloucester County), Maplewood Township (Essex County), Middletown Township (Monmouth County), Monmouth Beach Borough (Monmouth County), Mount Laurel Township (Burlington County), North Caldwell Borough (Essex County)

Oceanport Borough (Monmouth County), Oldmans Township (Salem County), Pemberton Borough (Burlington County), Pilesgrove Township (Salem County), Pittsgrove Township (Salem County), Pine Beach Borough (Ocean County), Point Pleasant Borough (Ocean County), Rumson Borough (Monmouth County), Shrewsbury Township (Monmouth County), South Harrison Township (Gloucester County), South Orange Township (Essex County), City of Summit (Union County), Swedesboro Borough (Gloucester County), Vineland (Cumberland County), Wall Township (Monmouth County), Willingboro Township (Burlington County), and Woolwich Township (Gloucester County).

EDUCATION:

Pennsylvania State University (B.A., magna cum laude, Phi Beta Kappa, 1976)

Fairleigh Dickinson University (Graduate Studies, English Literature)

Rutgers Law School-Camden (J.D., 1983)

BAR ADMISSIONS:

New Jersey (1983)

Pennsylvania (1983)

E-MAIL ADDRESS: jrs@surenian.com

MICHAEL A. JEDZINIAK

830 Huntington Avenue
Pine Beach, New Jersey 08741
(732) 473-9499
maj@surenian.com

EDUCATION SETON HALL UNIVERSITY SCHOOL OF LAW, Newark, NJ
Juris Doctorate, June 2001

UNIVERSITY OF NORTH CAROLINA, Chapel Hill, NC
Bachelor of Arts, Industrial Relations/Management, May 1987

PROFESSIONAL EXPERIENCE

- May 05 – pres. **JEFFREY R. SURENIAN AND ASSOCIATES, LLC** – Wall Township, NJ
Senior Associate: Worked with Jeffrey R. Surenian to represent over 35 municipalities in Mount Laurel proceedings before the New Jersey Council on Affordable Housing and before the courts at trial and on appeal.
- Sep 02 – May 05 **THE LOMELL LAW FIRM** – Toms River, NJ
Associate Attorney: Worked with Jeffrey R. Surenian to represent municipalities in Mount Laurel proceedings before the New Jersey Council on Affordable Housing and before the courts at trial and on appeal.
- Sep 01 - Aug 02 **NEW JERSEY APPELLATE DIVISION** – Toms River, NJ
Judicial Clerk of the Appellate Division – Honorable James M. Havey, P.J.A.D.
- Sep 92 - Jun 01 **JOHNSON INDUSTRIES.** – Berkeley Township, NJ
Legal and Environmental Coordinator. Responsible for all in-house legal and environmental matters, including coordination of discovery, settlement negotiations, investigation, and case monitoring. Environmental duties included compliance, permitting, public relations, consultant coordination and DEP settlement negotiations.
- Mar 92 - Oct 92 **NORTHWESTERN MUTUAL LIFE.** - Toms River, NJ
Sales Agent. Responsible for sales of insurance products to business and personal markets. Areas of focus included pension/retirement planning, buy/sell funding, estate planning, key person insurance, disability income, annuities and group health planning.
- Feb 91 - Mar 92 **CLARKS LANDING MARINA** - Point Pleasant, NJ
Operations Manager. Responsible for the development of a start-up enterprise, including total development of the operations system, sales, customer service, public relations, advertising, maintenance scheduling, market strategies, hiring and training of personnel.
- Apr 88 - Feb 91 **DMC/RIVEREDGE ASSOCIATES.** - East Brunswick/Toms River, NJ
Professional Employment Recruiter/Partner. Managed daily operational and sales functions for a recruiting and personnel consulting firm. Responsibilities included business plan development, new business development, budgeting, media development, negotiating fee arrangements, and personnel training.
- Jul 87 - Feb 88 **MORGAN GUARANTY TRUST COMPANY.** - New York City
Senior Operations Clerk, Special Processing Unit

REFERENCES: Furnished upon request

EXHIBIT "B"

ERIK C. NOLAN
61 George Avenue
Middlesex, N.J. 08846
(732) 564-0876
EN@Surenian.com

EDUCATION:

- 9/01-12/05 **Seton Hall University School of Law, Newark, New Jersey**
Juris Doctor.
- 1986-1989 **Rutgers College, New Brunswick, New Jersey**
Bachelor of Arts: Major: English (Minor: History).

PROFESSIONAL EXPERIENCE:

- 2006 – Present **Jeffrey R. Surenian and Associates, LLC, Wall, New Jersey**
- Associate Attorney*

- Work with Jeffrey R. Surenian, Esq. to represent over 35 municipalities in Mount Laurel proceedings before the New Jersey Council on Affordable Housing and before the courts at trial and on appeal.
- Responsibilities include drafting briefs, pleadings, discovery, land-use ordinances, resolutions, and other Mount Laurel documents; researching legal issues; and preparing for and attending depositions and trials.

- 1991 – 2006 **Wilentz, Goldman & Spitzer, PC, Woodbridge, New Jersey**
- Senior Paralegal*

- Managed every aspect of a case as a paralegal from intake through final appeal in the firm's complex commercial litigation department.

- 1989 – 1991 **First Fidelity Bank, NA, North Brunswick, New Jersey**
- Data Center Supervisor / Assistant Shift Manager*

- Maintained one of First Fidelity Bank's data centers by supervising computer operators, counsel operators, and tape librarians, including writing performance reviews and making recommendations for promotions and salary increases.

REFERENCES: Furnished upon request.

References

Atlantic Highlands (Monmouth County)
Janice Miller (732) 741-6769

Bay Head (Ocean County)
Ken Fitzsimmons (732) 892-1000

Beachwood Berkeley Township (Ocean County)
Jeff Moran (732) 929 2011

East Greenwich Township (Gloucester County)
Tom North (856) 384-8799 ext 106

Eatontown Borough (Monmouth County)
Gerald Tarantolo (732) 389-7623

Fairfield Township (Essex County)
David Paris (973) 661-0710

Farmingdale Borough (Monmouth County)
Jay Morgan (732) 558-4436

Freehold Township (Monmouth County)
Duane Davison (732) 780-1100

Haddonfield Township (Camden County)
Rich Schwab (856) 429-4700 ext 215

Harrison Township (Gloucester County)
Herb Butler (856) 935-7550

Holmdel Township (Monmouth County)
Denise Fritz and Loni Lucina (732) 946-2820

Hopewell Township (Cumberland County)
Michael Fralinger (856) 692-6900

Mannington Township (Salem County),
Don Acey (856) 935-1658

Mantua Township (Gloucester County)
Tim Chell (856) 848-3636

Maplewood Township (Essex County)
Roger Desiderio (973) 736-9800

Middletown Township (Monmouth County)
Anthony Mercantante (732) 615-2098

Monmouth Beach Borough (Monmouth County)
Susan Howard (908) 770-5334

Mount Laurel Township (Burlington County)
Michael Moubert (856) 985-1000

Oceanport Borough (Monmouth County)
Jay Briscione (732) 571-3900 x101

Pemberton Borough (Burlington County)
F. Lyman Simkins (609) 894-8222

Pilesgrove Township (Salem County)
John Ober (609) 206 1720

Pittsgrove Township (Salem County)
Constance Garton (856) 358-0712

Pine Beach Borough (Ocean County)
Ervine Oross (732) 477-7750

Rumson Borough (Monmouth County)
John E. Ekdahl (732) 389-8654

Shrewsbury Township (Monmouth County)
Martin Barger (732) 741-1800

South Orange Township (Essex County)
John Gross (973) 378-7715 x 7719

City of Summit (Union County)
Frank Macioce (908) 522-0903

Swedesboro Borough (Gloucester County)
Tom Fromm (856) 467-3482

Wall Township (Monmouth County)
Roger McLaughlin (732) 919-1155

Willingboro Township (Burlington County)
Michael Armstrong (609) 877-5511

Woolwich Township (Gloucester County).
Allen Zeller (856) 428-6600

Supreme Court of New Jersey

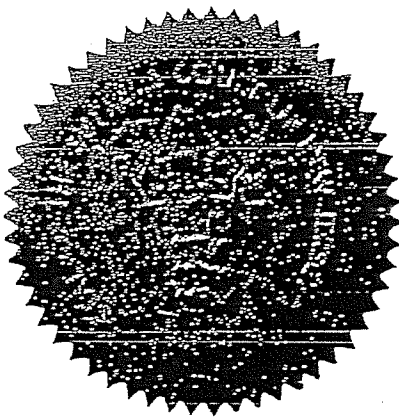


Certificate of Good Standing

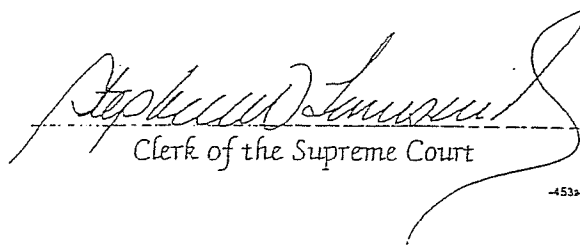
This is to certify that JEFFREY R SURENIAN
(No. 024231983) was constituted and appointed an Attorney at Law of New
Jersey on December 15, 1983 and, as such,
has been admitted to practice before the Supreme Court and all other courts of this State
as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in
Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing"
if the Court's records reflect that the attorney: 1) is current with all assessments
imposed as a part of the filing of the annual Attorney Registration Statement, including,
but not limited to, all obligations to the New Jersey Lawyers' Fund for Client
Protection; 2) is not suspended or disbarred from the practice of law; 3) has not
resigned from the Bar of this State; and 4) has not been transferred to Disability
Inactive status pursuant to Rule 1:20-12.

*Please note that this Certificate does not constitute confirmation of an attorney's
satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to
practice law in this State.*



In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
20TH day of December , 20 05


Clerk of the Supreme Court

Supreme Court of New Jersey

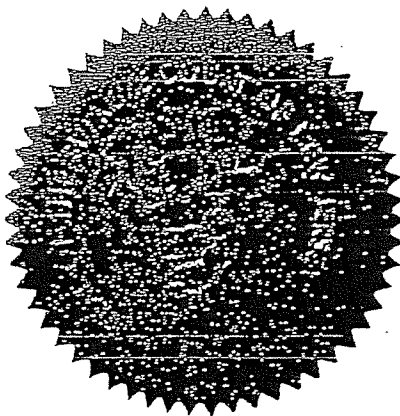


Certificate of Good Standing

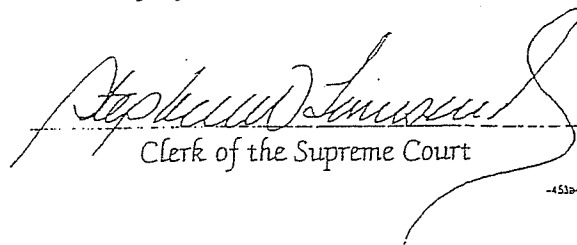
This is to certify that MICHAEL ALDO JEDZINIAK
(No. 012832001) was constituted and appointed an Attorney at Law of New
Jersey on November 14, 2001 and, as such,
has been admitted to practice before the Supreme Court and all other courts of this State
as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in
Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing"
if the Court's records reflect that the attorney: 1) is current with all assessments
imposed as a part of the filing of the annual Attorney Registration Statement, including,
but not limited to, all obligations to the New Jersey Lawyers' Fund for Client
Protection; 2) is not suspended or disbarred from the practice of law; 3) has not
resigned from the Bar of this State; and 4) has not been transferred to Disability
Inactive status pursuant to Rule 1:20-12.

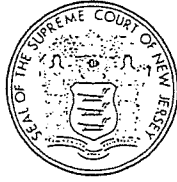
*Please note that this Certificate does not constitute confirmation of an attorney's
satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to
practice law in this State.*



In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
20TH day of December , 20 05


Clerk of the Supreme Court

Supreme Court of New Jersey



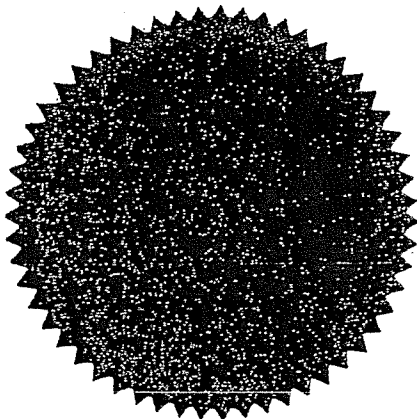
Certificate of Good Standing

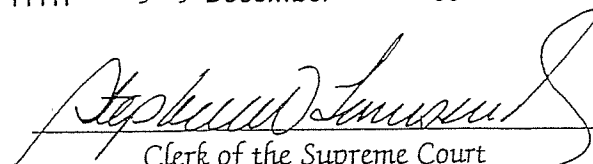
This is to certify that
(No. 014032006) was constituted and appointed an Attorney at Law of New Jersey on November 30, 2006 and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.

In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
11TH day of December, 2006




Clerk of the Supreme Court

04/26/05

Taxpayer Identification# 270-119-442/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings) Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730

I wish you continued success in your business endeavors

Sincerely,
John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 752 TRENTON, N J 08646-0252
TAXPAYER NAME: JEFFREY R SURENIAN AND ASSOCIATES LIMITE	TRADE NAME:	
ADDRESS: RIVERS EDGE PROF BLDG #201 WALL NJ 07719	SEQUENCE NUMBER: 1145488	
EFFECTIVE DATE: 03/09/05	ISSUANCE DATE: 04/26/05	
FORM-BRC(08-01)	<i>John E. Tully</i> Dir. of	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

0000506
State of New Jersey
Department of the Treasury
Division of Revenue
PO Box 752
Trenton, NJ 08646-0252

FIRST CLASS MAIL
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES
TRENTON, NJ
PERMIT NO. 1

JEFFREY R SURENIAN AND ASSOCIATES LIMITE
1206 RUE AVENUE
POINT PLEASANT NJ 08742

Client#: 52021

SURJE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/06

PRODUCER Brouwer Hansen & Izdebski PO Box 5018 240 Main Street Toms River, NJ 08754	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Jeffrey R. Surenian and Associates, LLC Rivers Edge Professional Building 2052 Highway 35 Wall, NJ 07719	INSURER A:	Fitchburg Mutual
	INSURER B:	Hudson Ins. Co.
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	V0508454A	05/01/06	05/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Professional	WAPL5020482	05/01/06	05/01/07	\$1,000,000/1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

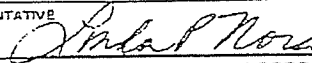
The certificate holder is included as additional insured with respects General Liability policy only for work performed by insured.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2005 to 15-OCT-2012

JEFFREY R. SURENIAN & ASSOCIATES, LLC
2052 ROUTE 35, SUITE 201
WALL TOWNSHIP NJ 07719



A handwritten signature in cursive script, appearing to read "John P. Lawrence".

State Treasurer

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR TRADITIONAL CONTRACTS**
Required Pursuant To N.J.S.A. 19:44A-20.8

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Jeffrey R. Surenian and Associates, LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 that would bar the award of this contract in the one year period preceding January 1, 2006 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Twp. of Willingboro as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Jeffrey R. Surenian	1206 Rue Avenue, Point Pleasant, NJ 08742

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Jeffrey R. Surenian and Associates

Signed: [Signature]
Print Name: Jeffrey R. Surenian

Title: Managing Member
Date: 1/29/07

Subscribed and sworn before me this 29th day of January, 2007

[Signature]
 (Affiant)
 Sharon Anderson, Notary
 (Print name & title of affiant) (Corporate Seal)

My Commission expires: 12/29/07

Sharon F. Anderson
Notary Public of New Jersey
My Commission Expires Dec. 29, 2007

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

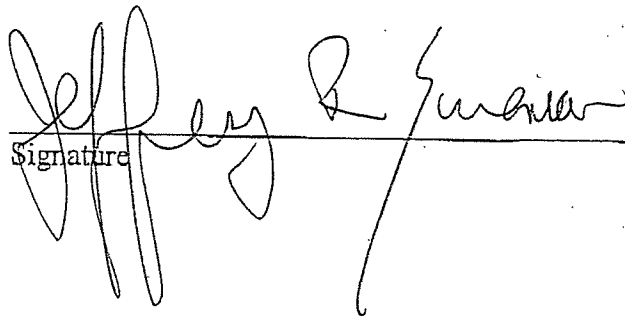
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.


Signature

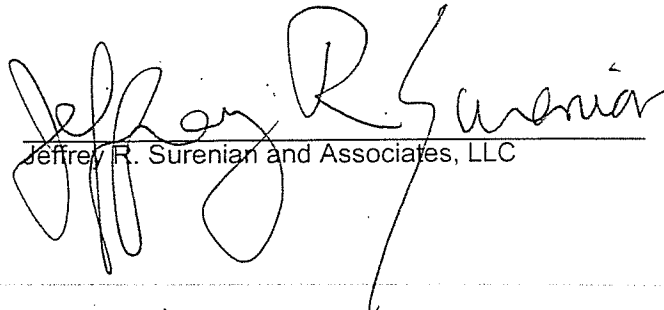
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Willingboro, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.


Jeffrey R. Surenian and Associates, LLC

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, Issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Jeffrey R. Surenian and Associates, LLC

SIGNATURE: 

PRINT NAME: Jeffrey R. Surenian TITLE: Managing Member

DATE: 1/29/07

RESOLUTION NO. 2007 - 101
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.

Weiss Litigation - Personnel

- (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 6/12, 2007, that an Executive Session closed to the public shall be held on 6/12, 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
 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 - 102

EMERGENCY APPROPRIATION – LESS THAN 3 PERCENT TOTAL OPERATING APPROPRIATIONS

WHEREAS, an emergency has arisen with respect to payment of certain budgeted items regarding Municipal Court and no adequate provision was made in the 2007 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned; and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$10,250.00 and three percent of the total operating appropriations in the budget for 2007 is \$729,127.92; and

WHEREAS, the foregoing appropriation, together with prior appropriations, does not exceed three percent of the total current operating appropriations (including utility operating appropriations) in the budget for 2007;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 12th day of June, 2007, in accordance with N.J.S. 40A:4-48:

- (1) An emergency appropriation to be made as follows:
(Per Attached Worksheet dated June 12, 2007)
- (2) That said emergency appropriation shall be provided for in full in the 2004 budget and is requested to be excluded from CAPS pursuant to N.J.S. 40A:4-45.3.c(1).

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of Local Government Services.

Attest:



Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey, Mayor

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

**CERTIFICATION FOR EMERGENCY APPROPRIATION FORM
CHIEF FINANCIAL OFFICER**

Purpose of emergency appropriation: Increase operating cost for Municipal Court.

Documentation: Increased costs over budget amounts due to State mandated revisions of the uniform traffic tickets and increased use of interpreter services.

		Expended 2006	Budgeted 2007	Expended/Projected 2007	Emergency Request
43-490	Municipal Court	12,260	12,052	22,302	10,250
Total		12,260	12,052	22,302	10,250

Date of occurrence: June, 2007

Have any contracts been awarded or purchase orders placed in connection with this emergency appropriation? No

Have any payments been made in connection with this emergency appropriation? No

If costs are in excess of \$17,500.00 for either labor or materials , or both will bids be advertised for? N/A

If not, have resolutions been adopted declaring an exigency to exist which will not permit the advertisement for public bids? N/A

Will work be performed by contract, force account of otherwise? No

Signed: *Barbara Lighthouse*

Title: Acting Director of Finance

Date: June 12, 2007



TOWNSHIP OF WILLINGBORO

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

June 14, 2007

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

Dear Sir/Madam:

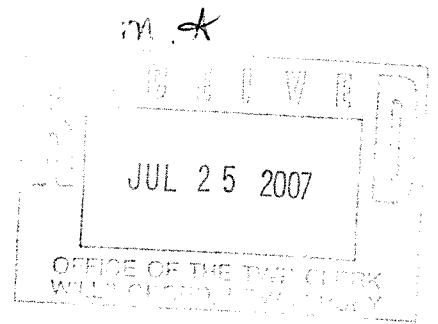
Attached for your information and review are two (2) certified copies of Resolution No. 2007 – 102, Emergency Appropriation – Less Than 3 Percent Total Operating Appropriations, adopted by Willingboro Township Council at their meeting of June 12, 2007. Also attached is the Certification for Emergency Appropriation Form.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
TRENTON, N.J.



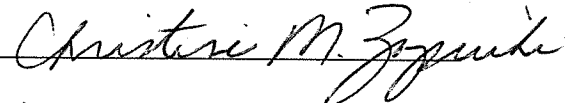
EMERGENCY APPLICATION – N.J.S.A. 40A:4-46

Permission is hereby granted to the Borough of Willingboro in the County of Burlington under the provisions of N.J.S.A. 40A:4-46 to exclude from the 'CAP' the following emergency appropriations in the amount of \$ 10,250.00 for the purpose of:

Municipal Court-Other Expense

The resolution authorizing the emergency appropriation was adopted at the meeting of the governing body on June 12, 2007 and a certified copy was filed with the Division on June 19, 2007.

Approved for:
Director, Division of Local Government Services

By: 

Christine M. Zapicchi, Chief
Bureau of Financial Regulation and Assistance

Date: June 22, 2007

To: Marie Annese, Municipal Clerk
Borough of Willingboro
One Salem Road
Willingboro, New Jersey 08046

CC: Chief Financial Officer

RESOLUTION NO. 2007 - 102

EMERGENCY APPROPRIATION – LESS THAN 3 PERCENT TOTAL OPERATING APPROPRIATIONS

WHEREAS, an emergency has arisen with respect to payment of certain budgeted items regarding Municipal Court and no adequate provision was made in the 2007 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned; and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$10,250.00 and three percent of the total operating appropriations in the budget for 2007 is \$729,127.92; and

WHEREAS, the foregoing appropriation, together with prior appropriations, does not exceed three percent of the total current operating appropriations (including utility operating appropriations) in the budget for 2007;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 12th day of June, 2007, in accordance with N.J.S. 40A:4-48:

(1) An emergency appropriation to be made as follows:
(Per Attached Worksheet dated June 12, 2007)

(2) That said emergency appropriation shall be provided for in full in the 2007 budget and is requested to be excluded from CAPS pursuant to N.J.S. 40A:4-45.3.c(1).

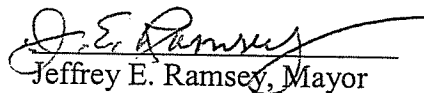
BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of Local Government Services.

RECEIVED
JUN 19 10 12 AM '07
LOCAL GOVT SERVICES

Attest:



Marie Annese, RMC
Township Clerk



Jeffrey E. Ramsey, Mayor

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

MAILED A TRUE COPY OF RESOLUTION A

WILLINGBORO TWP. COUNCIL ON

June 12 2007



TOWNSHIP CLERK

**CERTIFICATION FOR EMERGENCY APPROPRIATION FORM
CHIEF FINANCIAL OFFICER**

Purpose of emergency appropriation: Increase operating cost for Municipal Court.

Documentation: Increased costs over budget amounts due to State mandated revisions of the uniform traffic tickets and increased use of interpreter services.

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If not, have resolutions been adopted declaring an exigency to exist which will not permit the advertisement for public bids? N/A

Will work be performed by contract, force account or otherwise? No

Signed: *Barbara Lighthouse*

Title: Acting Director of Finance

Date: June 12, 2007

RECEIVED
 JUN 19 12:57 PM
 GOVT SERVICES