

RESOLUTION NO. 2007-148

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 2nd day of October 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

4 NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

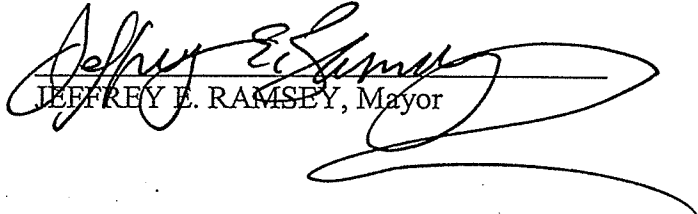
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material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

- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

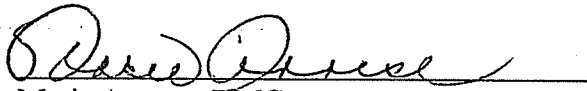
BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Personnel AND LITIGATION (Defeated)
School Budget 2016-17 AND OLEIS LITIGATION

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

TOWNSHIP OF WILLINGBORO


 JEFFREY E. RAMSEY, Mayor

Attest:


 Marie Annese, RMC
 Clerk

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

ARRIVED 8:00 PM

CERTIFICATE OF TOWNSHIP CLERK

I, Marie Annese, Clerk of the Township of Willingboro, do hereby certify that the foregoing is a true copy of the Resolution adopted by Township Council of said Township at a Regular Council Meeting held on _____, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Willingboro.

Dated: _____

Marie Annese, Township Clerk

RESOLUTION NO. 2007 - 149

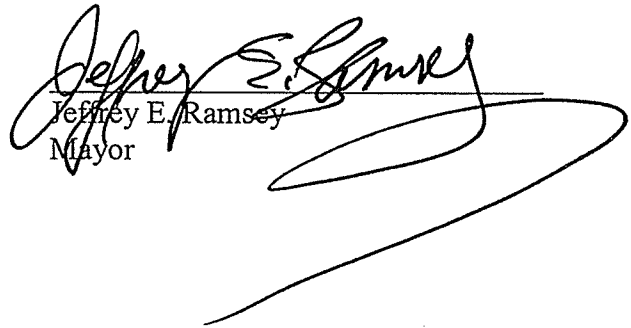
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments and veterans deduction; and

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

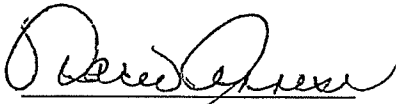
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of October, 2007, that refunds be made as per the attached schedule; and

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 Annesé, 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"/>			

ROBIN FLEMING \$895.00
59 PEPPERMINT LANE
WILLINGBORO, N.J. 08046
BLOCK 303
LOT 22
59 PEPPERMINT LANE
OVERPAYMENT TAXES

TOTAL MORTGAGE SOLUTIONS 927.22
PAY TAXES FOR FIRST HORIZON
1555 W. WALNUT HILL LANE
SUITE 200A
IRVING, TX. 75038
BLOCK 901
LOT 213
12 RUSCOMBE COURT
OVERPAYMENT TAXES

ELITE CHOICE TITLE 1329.52
125 SIXTH AVENUE
MT. LAUREL, N.J. 08054
BLOCK 245
LOT 8
22 BANCROFT LANE
OVERPAYMENT TAXES

IVORY & SHARON JONES 1486.35
235 SOMERSET DRIVE
WILLINGBORO, N. J. 08046
BLOCK 131
LOT 18
235 SOMERSET DRIVE
OVERPAYMENT TAXES

COUNTRYWIDE TAX SERVICES CORP. 1626.73
MS: SVW-24
PO BOX 10211
VAN NUYS, CA. 91499-6089
BLOCK 1130
LOT 1
35 TRAYNOR LANE
OVERPAYMENT TAXES

WELLS FARGO REAL ESTATE TAX SERVICE 232.99
1 HOME CAMPUS, MAC X2502-011
REGION 1 ATTN: FINANCIAL UNIT
DES MOINES, IA 50328-0001
BLOCK 224
LOT 6
20 BRUNSWICK LANE
OVERPAYMENT TAXES

BLOCK 205 232.00
LOT 14
43 BLUEBERRY LANE
OVERPAYMENT TAXES

SEWELL, HERMAN & ELVESTER 1503.77
218 PAGEANT LANE
WILLINGBORO, NJ 08046
BLOCK 316
LOT 20
218 PAEANT LANE
OVERPAYMENT TAXES

COUNTRYWIDE TAX SERVICE CORP 1087.80
PO BOX 10211
ATTN: TAX DEPT - SV-24
VAN NUYS, CA 91410-0211
BLOCK 328
LOT 30
42 PLUMTREE LANE
OVERPAYMENT TAXES

WELLS FARGO REAL ESTATE TAX SERVICE 401.98
1 HOME CAMPUS, MAC X 2502-011
REGION 1
DES MOINES, IA 50328-0001
BLOCK 801
LOT 35
36 ECHOHILL LANE
OVERPAYMENT TAXES

BLOCK 805 158.50
LOT 94
120 EAST RIVER DRIVE
OVERPAYMENT TAXES

BLOCK 805 1381.52
LOT 35
156 EASTBROOK LANE
OVERPAYMENT TAXES

WELLS FARGO REAL ESTATE TAX SERV. 4198.77
1 HOME CAMPUS, MAC X 2502-011
REGION 1 ATTN: FINANCIAL UNIT
DES MOINES, IA 50328-0001
BLOCK 403
LOT 8
38 WOODHAVEN LANE
OVERPAYMENT TAXES

BLOCK 542 825.93
LOT 14
7 MAYFAIR CIRCLE
OVERPAYMENT TAXES

KOCHANSKI, ROBERT S. 154.17
129 PENNYPACKER DRIVE
WILLINGBORO, NJ 08046
BLOCK 334
LOT 18
VETERAN DEDUCTION

JAMES SAWYER
46 PEACHFIELD LANE
WILLINGBORO, NJ 08046
BLOCK 330
LOT 14
46 PEACHFIELD LANE
OVERPAYMENT TAXES

103.60

RESOLUTION NO. 2007 - 150

**A RESOLUTION AWARDDING A BID FOR
DEPARTMENT OF PUBLIC WORKS
ALL SURFACE LOADER**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for an All Surface Loader; and

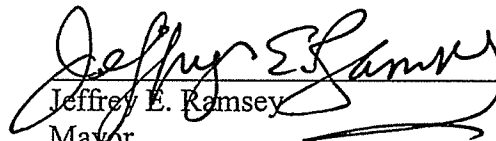
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bids of **Wainwright Lawn and Garden Equipment, 2126 Old York Road, Bordentown, New Jersey 08505** in the amount of \$33,616.00; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of October, 2007, that the bid be accepted as per the attached bid return sheet and recommendation from Mr. Richard Brevogel dated October 9, 2007; and

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annesé, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
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.

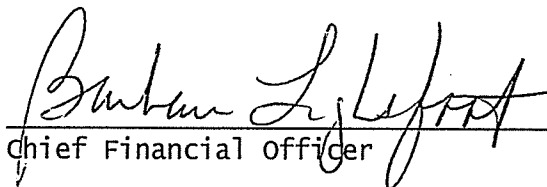
Resolution Date: 10/24/07
Resolution Number: 2007-150

Vendor: WAINW050 WAINWRIGHT LAWN & GARDEN EQPT
2126 OLD YORK RD
BORDENTOWN, NJ 08505

Contract: 07-00017 PURCHASE ALL SURFACE LOADER
2006 PW VEHICLE & FURN/EQUIP

Account Number	Amount	Department Description
C-04-55-906-005-905	33,616.00	GENERAL CAPITAL 2006
Total	33,616.00	

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



Chief Financial Officer

TOWNSHIP OF WILLINGBORO


Interoffice Memorandum

October 9, 2007

TO: Ms. Joanne Diggs
Acting Township Manager

FROM: Mr. Rich Brevogel
Director of Public Works

Reference: Approval of Purchase ALL SURFACE LOADER


Ms. Diggs,

I would recommend we accept the bid from Wainwright's Lawn and Garden Equipment for the purchase of an All Surface Loader in the amount of \$33,616.00.

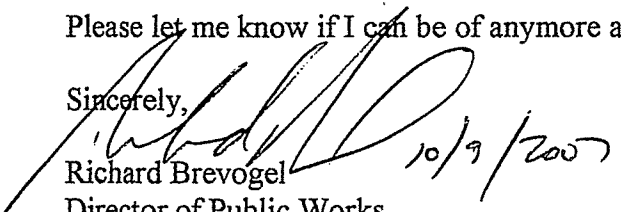
Funding can come from:

C-04-55-906-005-905

2006 PW Vehicle and Furn/Equipment

Please let me know if I can be of anymore assistance.

Sincerely,


Richard Brevogel
Director of Public Works

APPROVED: 

Ms. Joanne Diggs
Acting Township Manager



JOHN DEERE

WAINWRIGHT LAWN & GARDEN EQUIPMENT
2126 Old York Road
Florence Twp.
Bordentown, NJ 08505
609-499-2711 Fax: 609-499-1171
Email: wainwright.jd@verizon.net
John Deere Sales & Service

October 5, 2007

Township Clerk
Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

Re: ALL SURFACE LOADER BID, Opening Friday October 5, 2007 10:30am

Ms. Marie Amese:

We will provide the following items for a bid amount of **\$33,616.00; Thirty Three Thousand Six Hundred Sixteen dollars.:**

- One ASV RC-30 with Dirt Bucket (0304-651) equipped with:
 - Cold Weather Cab (0402-605)
 - Rotating Beacon Light (0402-344)
 - Backup Alarm (0402-302)
 - Horn (0402-303)
- One Kwik-Way 5' V-Blade with Hydraulic Angling Control with Standard Skid Steer Interface, will use Universal Skid Steer Adapter Plate. (35-20801)
- One ASV 2-Stage Snowblower for RC-30 (0403-242)
- One ASV 48" Light Materials Bucket for RC-30 (0304-513)
- One ASV RC30 Universal Skid Steer Adapter (0402-581)

Warranty: See attached documents

Delivery: 45-60 days After Receipt of Order. Factory is currently 5 weeks to build plus shipping on orders placed as of Friday September 28, 2007.

Sincerely,

Marvin L. Wainwright, Sr.
Owner



Opened 10/5/07 @ 10:30 AM

2007 All Surface Loader Bids

Bidders Submitted the Following Documents:	W. J. N. P. J. M. W. J. N. P. J. M.		
Bid Price	33,616.00		
Bid Guarantee	✓		
Certificate Consent of Surety	✓		
Disclosure Statement	✓		
Non-Collusion	✓		
Affirmative Action	✓		
N. Business Registration Cert.	✓		
Certificate of Employee Info Rep.	✓		
Tax Identification Number			
Purchase Price			
Warranty			
Machine			
1 year / Unlimited Hours	Rev. J. M.		
Tracks			
2 yrs / 1000 hours			
Present for Bid Opening	W. J. N. P. J. M.		

Package for Review & Recommendation
10/5/07
Brewster

WILLINGBORO TOWNSHIP

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

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

TELEFAX COVER SHEET

TO: Mr. Armstrong - Mrs. Bowie

COMPANY: _____

DATE: 12/23/07

TO FAX NO. 1

FROM: Maria Annese EXT. 6202 PAGES 4

SUBJECT: Bid. ALL SURFACE Loader (only bidder)
would like to award tonight

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

M

TRANSACTION REPORT

P.01

OCT-23-2007 TUE 10:42 AM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
OCT-23	10:40 AM	ARMSTRONG	2'08"	4	SEND	OK	073	

TOTAL : 2M 8S PAGES: 4

WILLINGBORO TOWNSHIP

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

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

TELEFAX COVER SHEET

TO: Mr. Armstrong - Mrs. Bowie

COMPANY: _____

DATE: 10/23/07

TO FAX NO. 1

FROM: Marie Annese EXT. 6202 PAGES 4

0-1 N. - - 1 1 (1, 11)

RESOLUTION NO. 2007 – 151

**A RESOLUTION AWARDED A BID FOR FIRE DEPARTMENT
WELLNESS & FITNESS EQUIPMENT**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the Wellness & Fitness Equipment for the Fire Department, and

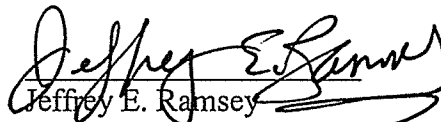
WHEREAS, bids have been received, opened and read in public; and

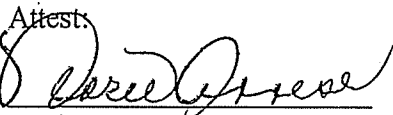
WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Leisure Fitness, Inc., 231 Executive Drive, Suite 15, Newark, DE 19702** in the amount of \$52,250.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of October, 2007, that the bid be accepted as per the attached bid return sheet and recommendation from Chief Anthony Burnett dated October 18, 2007; 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	✓			

3

Certification of Availability of Funds

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

Resolution Date: 10/23/07

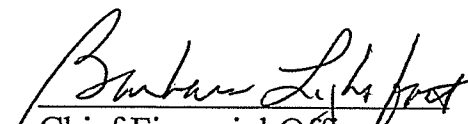
Resolution Number: 2007-151

Vendor: LEISURE FITNESS, INC

3

Account Number	Amount	Department
G-01-41-713-007-299	\$52,250.00	Assist to Firefighters Grant

Funds encumbered through purchase order.

ACTING 
Chief Financial Officer

3

WILLINGBORO FIRE DEPARTMENT

Memo

To: Joanne Diggs, Acting Township Manager
From: Anthony J. Burnett, Chief of Department
CC: ✓ Marie Annese, Township Clerk
Ramona Barrientos, Purchasing Agent
Barbara Lightfoot, Finance Department
Date: 10/18/2007
Re: WELLNESS AND FITNESS EQUIPMENT – 2006 FEMA GRANT

After careful review of the one (1) Bid Proposal submitted to Willingboro Township on Monday, October 15, 2007, I recommend the following bidder be awarded the Wellness and Fitness Equipment Project for Fire Headquarters – Station 161 as stated in the submitted proposal:

LEISURE FITNESS, INC.
Attn: John M. Sutcliffe, Sales Manager
231 Executive Drive – Suite 15
Newark, DE 19702

Bid Award: \$52,250.00 (With Performance Bond)

Submitted w/bid.

Finance Department Note:

- Monies allocated for project are under:
 - 2007 Grant / G-01-41-713-007-299 \$52,250.00
 - TOTAL \$52,250.00

FIRE DEPARTMENT

Wellness and Fitness Equipment and Associated Equipment

Due – Monday, October 15, 2007 at 10:45 AM

**Present were: Anthony Burnett – Fire Chief
Cerise Meisel – Township Clerks Office
Leisure Fitness - Representative**

BIDDERS: Leisure Fitness (Only Bidder)

Bid Price: \$52,250.00

Bid Requirements:

Bid Guarantee Check

Cert. Consent of Surety _____

Disclosure Statement ✓

Non-Collusion ✓

Affirmative Action ✓

N.J. Business Registration ✓

Other / Cert. of Emp. Info. Rep. _____

Return to: Anthony Burnett, Fire Chief for review and recommendation.

PROPOSAL FORM

WELLNESS AND FITNESS EQUIPMENT PROJECT

To: Township of Willingboro, Willingboro, New Jersey 08046

The undersigned, having read the advertisement, instruction to bidders, specifications, and all other papers included in this bid document, will comply with all terms, covenants, and agreements set forth therein if awarded the contract.

The undersigned agrees to furnish **WELLNESS and FITNESS EQUIPMENT and ASSOCIATED EQUIPMENT** to the Township of Willingboro in accordance with the specifications set forth in this proposal for the following amount:

- Any and all exceptions to these specifications must be noted by checking the space in front of the item number and be fully detailed on exception sheets attached in the bid specification. Failure to do so may render this bid and/or any subsequently awarded contract to be null and void.

<u>Item</u>	<u>Description</u>	<u>Bid Price</u>
<u>1</u>	Multi Gym 10 Station (Qty 1)	<u>11,927.00</u>
<u>2</u>	Back Extension (Qty 1)	<u>688.00</u>
<u>3</u>	Adjustable Decline Bench (Qty 1)	<u>609.00</u>
<u>4</u>	Multi Purpose Bench (Qty 1)	<u>360.00</u>
<u>5</u>	Adjustable Incline Bench (Qty 1)	<u>579.00</u>
<u>6</u>	Seated Preacher Curl (Qty 1)	<u>624.00</u>
<u>7</u>	Flat Bench (Qty 1)	<u>352.00</u>
<u>8</u>	Olympic Bench (Qty 1)	<u>609.00</u>
<u>9</u>	Olympic Incline Bench (Qty 1)	<u>741.00</u>
<u>10</u>	Olympic Decline Bench (Qty 1)	<u>800.00</u>
<u>11</u>	Barbell Rack (Qty 1)	<u>653.00</u>
<u>12</u>	Strength AB Bench (Qty 1)	<u>1386.00</u>
<u>13</u>	Low Impact Treadmills (Qty 2)	<u>3399.00/unit. Total 6798.00</u>
<u>14</u>	Elliptical Trainer (Qty 1)	<u>3189.00</u>
<u>15</u>	Recumbent Bike (Qty 1)	<u>1695.00</u>
<u>16</u>	Upright Bike (Qty 1)	<u>1395.00</u>
<u>17</u>	Series Climber with HHRT (Qty 1)	<u>2600.00</u>

Item

Description

Bid Price

18	Power Rack (Qty 1)	1777.00
19	0-90 Degree Adjustable Bench (Qty 1)	748.00
20	Utility Bench (Qty 1)	327.00
21	Pro-Steel Dumbbells (1 Set / 15 pairs per set)	1719.00
22	Pro-Steel Barbells (1 Set / 10 per set)	883.00
23	Steel Olympic Weight Plates (62 Plates)	1074.00
24	Plate Loaded 45 Degree ^{Leg} Shoulder Press (Qty 1)	2696.00
25	Plate Loaded Shoulder Press (Qty 1)	1580.00
26	Plate Loaded Leg Extension (Qty 1)	1580.00
27	Plate Loaded Prone Leg Curl (Qty 1)	1489.00
28	Plate Rack (Qty 1)	370.00
29	3 Tier Dumbbell Rack (Qty 1)	1119.00
30	Row Machine (Qty 1)	980.00
31	Olympic Bearing Bars (Qty 3)	95.00/bar Total 285.00
32	Medicine Balls (Qty 3)	46.00
33	Mats (Qty 4)	145.00/mat Total 580.00

Delivery of cardiovascular equipment - 2 to 4 weeks
 Delivery of strength equipment - 8-10 weeks.

TOTAL BID \$52,250.00

Corporate or Trade Name: Leisure Fitness Inc.

Signature: Matthew Torggler VP - Commercial Division
Owner/Partner/Officer Title

Street Address: 231 Executive Dr Suite 15

City, State, Zip Code: Newark, DE. 19702

Telephone (302) 224-5000 Fax (302) 224-5006
 Local 856-596-3910 Local 856-596-3911

Date: 10/11/07

WILLINGBORO FIRE DEPARTMENT

Memo

To: Joanne Diggs, Acting Township Manager
From: Anthony J. Burnett, Chief of Department
CC: ✓ Marie Annese, Township Clerk
Ramona Barrientos, Purchasing Agent
Barbara Lightfoot, Finance Department
Date: 10/18/2007
Re: WELLNESS AND FITNESS EQUIPMENT – 2006 FEMA GRANT

After careful review of the one (1) Bid Proposal submitted to Willingboro Township on Monday, October 15, 2007, I recommend the following bidder be awarded the Wellness and Fitness Equipment Project for Fire Headquarters – Station 161 as stated in the submitted proposal:

LEISURE FITNESS, INC.
Attn: John M. Sutcliffe, Sales Manager
231 Executive Drive – Suite 15
Newark, DE 19702

Bid Award: \$52,250.00 (With Performance Bond)

Submitted w/bid.

Finance Department Note:

- Monies allocated for project are under:
 - 2007 Grant / G-01-41-713-007-299 \$52,250.00
 - TOTAL \$52,250.00**

WILLINGBORO TOWNSHIP

ONE SALEM ROAD. WILLINGBORO. N.J. 08046

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

TELEFAX COVER SHEET

TO: Mr. Armstrong - Ms. Bewie
COMPANY: _____
DATE: 10/23/07
TO FAX NO. 1

FROM: Marie Andese EXT. 6202 PAGES 8

SUBJECT: 2 Bids - Fire Dept - would like to
award tonight. Both only had
1 bid submitted.

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

[Handwritten flourish]

TRANSACTION REPORT

P.01

OCT-23-2007 TUE 10:27 AM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
OCT-23	10:23 AM	ARMSTRONG	4' 06"	8	SEND	OK	072	

TOTAL : 4M 6S PAGES: 8

WILLINGBORO TOWNSHIP

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

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

TELEFAX COVER SHEET

TO:

Mr. Armstrong - Ms. Bewie

COMPANY:

DATE:

10/23/07

TO FAX NO.

1

FROM:

Marie Andese

EXT. *6202*

PAGES

8

72.1

RESOLUTION NO. 2007 – 152

A RESOLUTION AWARDDING A BID FOR FIRE DEPARTMENT
THERMAL IMAGING CAMERA PROJECT

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the Thermal Imaging Camera Project for the Fire Department; and

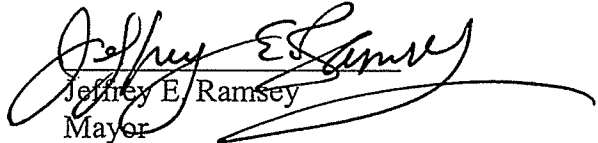
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Continental Fire & Safety, Inc., 180 Volusia Ave., Trenton, N. J. 08610** in the amount of \$58,972.00; and

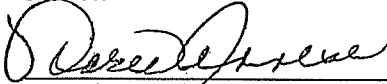
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23rd day of October, 2007, that the bid be accepted as per the attached bid return sheet and recommendation from Chief Anthony Burnett dated October 18, 2007; and

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


Jeffrey E. Ramsey
Mayor

Attest:



Marie Annesé, RMC
Township Clerk

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

Certification of Availability of Funds

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

Resolution Date: 10/23/07

Resolution Number: 2007-152

Vendor: CONTINENTAL FIRE AND SAFETY INC

Account Number	Amount	Department
C-04-55-907-000-004	\$35,000.00	2007 Fire Dept Capital
C-04-55-906-004-904	\$23,972.00	2006 Fire Dept Capital

Funds encumbered through purchase order..

Acting 
Chief Financial Officer

WILLINGBORO FIRE DEPARTMENT

Memo

To: Joanne Diggs, Acting Township Manager
From: Anthony J. Burnett, Chief of Department
CC: Marie Annese, Township Clerk
Ramona Barrientos, Purchasing Agent
Barbara Lightfoot, Finance Department
Date: 10/18/2007
Re: THERMAL IMAGING CAMERA PROJECT – 2007 CAPITAL

*Joanne
for cert
then copy for
attested
OK Proposed
= Chief Burnett
for file*

After careful review of the one (1) Bid Proposal submitted to Willingboro Township on Monday, October 15, 2007, I recommend the following bidder be awarded the Thermal Imaging Camera / Receiver Project for Fire Headquarters – Station 161 as stated in the submitted proposal:

CONTINENTAL FIRE & SAFETY, INC.
Attn: Gregory Gore, President
180 Volusia Ave.
Trenton, NJ 08610

Bid Award: \$58,972.00 (With Performance Bond)

Submitted w/ bid.

Finance Department Note:

- Monies allocated for project are under:
 - 2007 Cap / C-04-55-907-000-004 \$35,000.00
 - 2006 Cap / C-04-55-906-004-904 \$23,972.00
 - TOTAL \$58,972.00**

FIRE DEPARTMENT

**Thermal Imaging Camera Project
Four (4) Thermal Imaging Cameras, Four (4) Vehicle mount
Chargers, Two (2) Transmitters and Two (2) Mobile
Receiver Systems**

Due – Monday, October 15, 2007 at 10:30 AM

**Present were: Anthony Burnett – Fire Chief
Cerise Meisel – Township Clerks Office**

BIDDERS: Continental Fire & Safety (Only Bidder)

Bid Price: \$58,972.00

Bid Requirements:

Bid Guarantee Bid Bond

Cert. Consent of Surety ✓

Disclosure Statement ✓

Non-Collusion ✓

Affirmative Action ✓

N.J. Business Registration ✓

Other / Cert. of Emp. Info. Rep. _____

Return to: Anthony. Burnett, Fire Chief for review & recommendation.

PROPOSAL FORM

THERMAL IMAGING CAMERA PROJECT

To: Township of Willingboro, Willingboro, New Jersey 08046

The undersigned, having read the advertisement, instruction to bidders, specifications, and all other papers included in this bid document, will comply with all terms, covenants, and agreements set forth therein if awarded the contract.

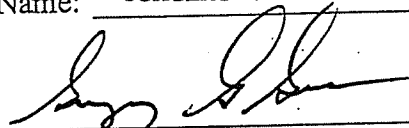
The undersigned agrees to furnish **FOUR (4) THERMAL IMAGING CAMERAS, FOUR (4) VEHICLE MOUNT CHARGERS, TWO (2) TRANSMITTERS, and TWO (2) MOBILE RECIEVER SYSTEMS** to the Township of Willingboro in accordance with the specifications set forth in this proposal for the following amount:

- Any and all exceptions to these specifications must be noted by checking the space in front of the item number and be fully detailed on exception sheets attached in the bid specification. Failure to do so may render this bid and/or any subsequently awarded contract to be null and void.

<u>Item</u>	<u>Description</u>	<u>Bid Price</u>
<u> 1 </u>	Thermal Imaging Camera/Imager (Qty 4)	<u>12,749.00(ea) \$50,996.00</u>
<u> 2 </u>	Vehicle Mount Charger (Qty 4)	<u>No Charge</u>
<u> 3 </u>	Transmitters (Qty 2)	<u>1559.00(ea) \$3118.00</u>
<u> 4 </u>	Mobile Receiver Systems (Qty 2)	<u>2429.00(ea) \$4858.00</u>

~~\$ 58,912.~~

Corporate or Trade Name: Continental Fire & Safety, Inc.

Signature:  President
Owner/Partner/Officer Gregory G. Gore Title

Street Address: 180 Volusia Ave.

City, State, Zip Code: Trenton, NJ 08610

Telephone (609) 588-0096 Fax (609) 584-0405

Date: 10/9/07

RESOLUTION NO. 2007 – 153

**AUTHORIZING THE EXTENSION OF CONTRACT WITH COOPER
LEVENSON APRIL NIEDELMAN & WAGENHEIM
TO APPEAL THE DECISION OF THE STATE BOARD OF EDUCATION TO
THE NEW JERSEY SUPERIOR COURT, APPELLATE DIVISION**

WHEREAS, the Willingboro Board of Education (the "Board") did propose to the voters of the Township of Willingboro a school budget which provided for a tax levy in the amount of \$29,056,624; and

WHEREAS, on April 18, 2006 the voters of the Township of Willingboro did overwhelmingly reject the budget and proposed tax levy as proposed by the Board; and

WHEREAS, by operation of N.J.S.A. 18A:22-37 and N.J.A.C. 6A:23-8.10, the defeated budget was forwarded to the Mayor and Council of the Township of Willingboro ("Mayor and Council") for their review and reduction and formulation of a tax levy; and

WHEREAS, Mayor and Council did certify a tax rate by resolution dated 2006-7-2 which reduced the tax levy by approximately \$6,024,859; and

WHEREAS, such tax level will adequately fund the Board's educational programs and more than adequately provide for a thorough and efficient education for the Board's pupils; and

WHEREAS, the Board did determine to appeal the reductions and seek restoration of same from the Commissioner of Education pursuant to N.J.S.A. 18A:7F-1 et seq. and N.J.A.C. 6A:23-8.10; and

WHEREAS, the Board was required to justify its request for restoration to the Commissioner of Education; and

WHEREAS, successive tax levies have created an oppressive burden on the tax payers of the Township of Willingboro; and

WHEREAS, the Board's financial mismanagement has resulted in additional financial hardships creating an additional burden on the Township of Willingboro taxpayers; and

WHEREAS, Mayor and Council have an obligation to make sure that the taxpayers and residents of the Township of Willingboro are treated fairly; and do not have an extraordinary burden due to the fiscal mismanagement of the Board; and

WHEREAS, it is in the best interest of the Township of Willingboro residents and taxpayers to have a tax rate which is certified at the level as determined by the Mayor and Council; and

WHEREAS, the Mayor and Council of the Township of Willingboro intervened and otherwise sought review of the request for restoration by the Board of the reduced tax levy and reduced budget as set by Mayor and Council on May 11, 2006 before the Commissioner of Education and before the State Board of Education; and

WHEREAS, the Township of Willingboro employed the law firm of Cooper Levenson April Niedelman & Wagenheim, P.A. to represent the Township of Willingboro, the Mayor and Council and residents in such appeal before the Commissioner of Education and the State Board of Education; and

WHEREAS, the Commissioner of Education decided on July 31, 2006 to substantially restore the Township of Willingboro's budget reductions; and

WHEREAS, the Mayor and Council of the Township of Willingboro did decide to oppose and appeal the Commissioner of Education's July 31, 2006 decision to the State Board of Education; and

WHEREAS, the State Board of Education decided on October 17, 2007 to affirm the Commissioner of Education's decision without addressing the Mayor and Council of the Township of Willingboro's arguments; and

WHEREAS, the State Board of Education's decision appears completely arbitrary and capricious and is not in the best interest of the children or residents of the Township of Willingboro; and

NOW THEREFORE BE IT RESOLVED that the law firm of Cooper Levenson April Niedelman & Wagenheim, P.A. is hereby authorized 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

Mayor and Council of the Township of Willingboro to appeal the decision of the State Board of Education to the New Jersey Superior Court, Appellate Division; and

BE IT FURTHER RESOLVED that the rate charged by Cooper Levenson April Niedelman & Wagenheim, P.A. shall be \$150.00 per hour, such rate consistent with the employment of special counsel by Mayor and Council of the Township of Willingboro;

BE IT FURTHER RESOLVED that Cooper Levenson April Niedelman & Wagenheim, P.A. fees for this appeal are estimated to be \$10,000 and the law firm's fees shall not exceed \$10,000 without further written authorization of Mayor and Council of the Township of Willingboro; and

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

Adopted:
ATTEST:

TOWNSHIP OF WILLINGBORO

Marie Annese, Township Clerk

BY: _____
Jeffrey E. Ramsey, Mayor

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

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 held on _____, 2007.

RESOLUTION NO. 2007- 154

TOWNSHIP OF WILLINGBORO RESOLUTION
AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT IN THE MATTER OF
HORNE V. WILLINGBORO TOWNSHIP CHARGE NO. 530-2007-01569

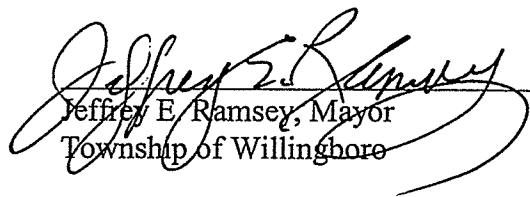
WHEREAS, the Township Council of the Township of Willingboro and the party in the matter of Horne v. Willingboro Township, Charge No. 530-2007-01569, is desirous of settling the issues underlying the complaint in this matter; and

WHEREAS, the respective parties have negotiated an Agreement resolving the outstanding issues, the terms of which are set forth within a document entitled "Settlement Agreement and Release"; and


WHEREAS, the Township Council finds that it is in the best interest of the Township to settle the issues underlying the litigation and to terminate the litigation; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, this 23rd day of October, 2007, that the Township Council authorizes its Mayor and Clerk, to execute the Settlement Agreement and Release on behalf of the Township of Willingboro thereby settling the Equal Employment Opportunity Commission Complaint entitled Horne v. Willingboro Township, Charge No. 530-2007-01569.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to all parties to the matter and to labor counsel for their information and attention.


Jeffrey E. Ramsey, Mayor
Township of Willingboro

Attest:


Marie Annese, RMC,
Clerk Township of Willingboro

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input 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 - 155
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
THE MAYOR AND CLERK TO EXECUTE THE CONTRACT OF MARILYN
BELL OF NYMARI MEDIA

WHEREAS, Willingboro Township desires to engage the consulting services for the Department on Aging and Community Affairs to promote various programs for the citizenry;
and

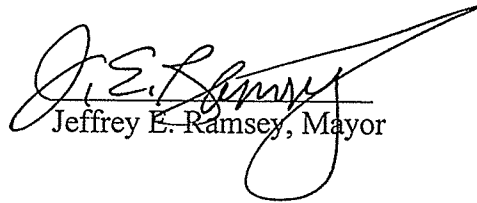
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) permits the contract award by ordinance or resolution without public advertising for bids when the cost or price of any contract awarded does not exceed the monetary threshold for the contract year; and

WHEREAS, it has been determined that the cost of the consulting services to be provided to the Department on Aging and Community Affairs, as provided by Marilyn Bell of Nymari Media, is not to exceed \$ 6,100.00 ; and


WHEREAS, the Contract period shall be April 23, 2007 through September 9, 2007; and

WHEREAS, the Treasurer has indicated that the funds are available for this purpose; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on this 7th day of November, 2007, hereby authorizes the Mayor to execute the contract of Marilyn Bell of Nymari Media.


Jeffrey E. Ramsey, Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayers	<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: 11/09/07
Resolution Number: 2007-155

Vendor: BELLMARI MARILYN BELL
NYMARI MEDIA
113 TORRINGTON LANE
WILLINGBORO, NJ 08046

Contract: 07-00020 FINAL PYMT DUE
PROFESSIONAL SERVICES
AUG 14 23 2007

Account Number	Amount	Department Description
7-01-27-350-000-132	3,000.00	OFFICE ON AGING
Total	3,000.00	

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

Acting Barbara Licheff
Chief Financial Officer

TOWNSHIP OF WILLINGBORO

CONTRACT FOR SERVICES

THIS AGREEMENT between the **TOWNSHIP OF WILLINGBORO**, a municipal corporation of the State of New Jersey, having its principal office at One Salem Road, Willingboro, New Jersey 08046 and **Nymari Media and Marilyn Bell**, 113 Torrington Lane Willingboro, New Jersey 08046.

WHEREAS, the Township of Willingboro has, by Resolution No. 2007-155, appointed **Marilyn Bell**, as the principal of **Nymari Media**, to provide services as a consultant, which contract will be from April 23, 2007 through September 9, 2007; and

WHEREAS, for purposes of N.J.S.A. 40A:11-1, et seq., it is found as a fact that this contract for consulting services between the Township of Willingboro and Marilyn Bell was below the bid threshold in accordance with N.J.S.A. 40A:11-1, et seq., and properly awarded; and

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

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

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

IT IS MUTUALLY AGREED, for and in consideration of the promises set forth herein between the parties to this contract that:

This Agreement shall be subject to the Ordinances of the Township of Willingboro, 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 consultant to the Township of Willingboro Department on Aging and Community Affairs, Marilyn Bell, shall provide the Township of Willingboro with consulting services at the Willingboro John F. Kennedy Community Center, 429 John F. Kennedy Way, Willingboro, NJ 08046. The consultation services shall include public relations, promotions, development and marketing for the Department on Aging and Community Affairs as determined by the Department's director. See attachment for further details.

SECTION 2. COMPENSATION.

The Township of Willingboro agrees to pay Marilyn Bell, a sum not to exceed Six Thousand One Hundred Dollars (\$6,100.00), at an hourly rate of \$100.00 per hour, in consideration for those services. Marilyn Bell further agrees not to incur additional hours and/or fees beyond the budgeted fee without further Township Council approval.

SECTION 3. BILLING PROCEDURE.

Marilyn Bell 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.

Further the Township of Willingboro represents that monies are available in the amount indicated in this contract under Section 2 and that 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, and reports, and all materials developed as a result of the duties of Nymari Media and Marilyn Bell in their role consultants to the Department on Aging and Community Affairs shall be and remain the property of the Township of

Willingboro. Marilyn Bell shall upon termination or expiration of this contract surrender to her 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. INDEPENDENT CONTRACTOR

This contract contemplates that Marilyn Bell will provide the services outlined within this contract for the stated funds provided herein. The parties hereto expressly agree that the relationship between them is that of an independent contractor, subject to the terms and conditions of this Agreement. At no time past, present or future shall the relationship of the parties herein be deemed or intended to constitute an agency, partnership, joint venture or collaboration for the purpose of sharing any profits or ownership in common. Neither party shall have the right, power or authority at any time to act on behalf of or represent, the other party, and each party hereto shall be separately and entirely liable for its own debts in all respects. This contract further contemplates that there will be no unusual, unreasonable or material changes in the required services as delineated which will frustrate the desired goals of both parties.

SECTION 7. INDEMNIFICATION.

Marilyn Bell 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 8. 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 9. 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.

SECTION 10. 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

15th day of November 2007.

WITNESS:

Reva Gaster

FOR MARILYN BELL

[Signature]

ATTEST:

[Signature]

MARIE ANNESE, Township Clerk

FOR THE TOWNSHIP OF
WILLINGBORO

[Signature]
JEFEREY E. RAMSEY, Mayor

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 Marilyn Bell (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.

3

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 t 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.

3

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 Marilyn Bell (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.

TOWNSHIP OF WILLINGBORO

Project #1. Explore the concept and feasibility of a Willingboro publication.

Need: To provide a self-sufficient publication to Willingboro residents and neighboring communities.

The publication will

- provide vital information to all age demographics.
- inform and enlighten the residents of upcoming and on-going services, events and activities sponsored by the township, local businesses, organizations, community groups, schools, churches, etc.
- provide an opportunity for local businesses, organizations, community groups, etc. to purchase advertising space thus increasing their exposure and supporting their efforts. Cost of advertisement space will be based on the size and duration of the advertisement.
- The publication will be made available to the general public at a minimum retail price of \$1.99 or \$2.99 per issue. (\$1.99 regular issue and \$2.99 special edition issue)
- Publications will be distributed through the township to potential wholesalers; i.e. local businesses, organizations, schools and churches.

Nymaria Media has completed the following:

- A. Project Summary
- B. Target Market
- C. Core Market Demographics
- D. Competitive Analysis
- E. Vehicles of Promotion/Branding
- F. Developed standard publication style.
- G. Developed proposed publication pagination.
- H. Choose initial subject matters with Directors approval.
- I. Discussed and choose concepts and other elements that form a systematic guide to the information contained in the publication.
- J. Arranged the elements into entries consisting of heading and subheading and their locators.
- K. Picture research
 - * locating suitable photos or artworks
 - * reading manuscripts
 - * composing picture lists
 - * writing captions
 - * labels or source lines and obtaining pictures and draft for permission releases, draft for final usage letters
- L. Coordinated and supervised all necessary efforts to research feasibility for the new publication graphic designs.

Total number of hours: 15 Amount \$1,500.00

(Attachment: sample of Nymari Medial publication – reference page 4.)

- Obtained a mentoring model that allows the mentor to:
 - Share fun activities and expose youth to new experiences.
 - Encourage positive choices for youth.
 - Promote high self-esteem.
 - Support high academic achievement and introduce the young to new ideas.
- Provided a Mentoring program that contains a step-by-step training tool kit manual with resources.
This comprehensive manual contains **188 pages** of detailed information on how to build a successful mentoring program using the elements of effective practice.

As a result of implementing this Mentoring Program, Willingboro will become the first in the state of New Jersey to become a member of the National Mentoring Partnership which includes 27 other participating states. (see attachment)

Total number of hours: 8 Amount \$800.00

SECTION I

State and Local Mentoring Partnerships

Alabama

- Mentor Alabama
www.ago.state.al.us/mentor/

Arizona

- Volunteer Center of Southern Arizona:
The Mentoring Partnership
www.volunteercusson.org

California

- Governor's Mentoring Partnership
www.mentoring.ca.gov
- The Los Angeles Mentoring Partnership
www.mentoring.org/los_angeles/

Colorado

- Colorado Mentoring
www.mentoringcolorado.org

Connecticut

- The Connecticut Mentoring Partnership
www.preventionworksct.org

Delaware

- Delaware Mentoring Council
www.delawarementoring.org

Florida

- Florida Mentoring Partnership
www.volunteerfloridafoundation.org
- Mentor Center of Palm Beach County
www.mentoringpbcc.org

Georgia

- Georgia Mentoring Partnership
www.georgiamentoring.org

Iowa

- Iowa Mentoring Partnership
www.iowamentoring.org

Maine

- Maine Mentoring Partnership
www.mainementoring.org

Maryland

- The Maryland Mentoring Partnership
www.marylandmentors.org

Massachusetts

- Mass Mentoring Partnership
www.mentoring.org/mass/

Michigan

- Mentor Michigan
www.michigan.gov/mentormichigan

Minnesota

- Mentoring Partnership of Minnesota
www.mentoringworks.org

Nebraska

- All Our Kids, Inc.: The Midlands
Mentoring Partnership
www.allourkids.org

New York

- The Mentoring Partnership of New York
www.mentoring.org/newyork/
- Mentoring Partnership of Long Island
www.mentorkids.com

North Carolina

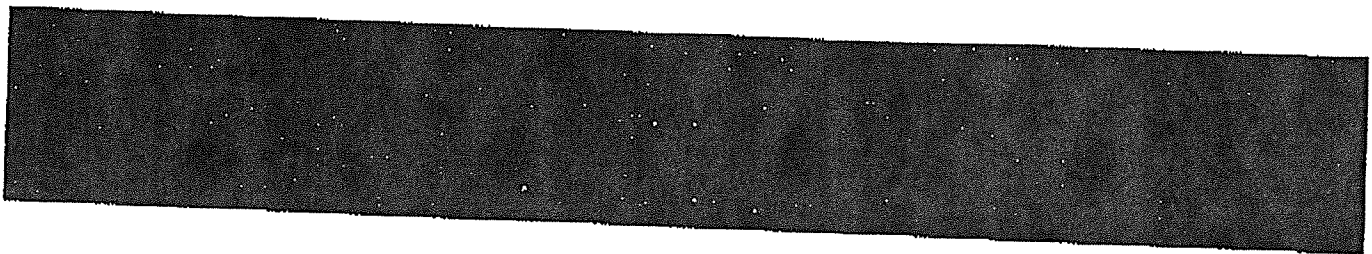
- North Carolina Mentoring Partnership
www.volunteernc.org/cade/mentor.htm

Ohio

- The Mentoring Center of Central Ohio
www.firstlink.org/public/mentoring/mentoring.php

Oregon

- Oregon Mentors
www.oremotors.org



Pennsylvania

- United Way's Campaign for Mentors (Philadelphia)
www.uwsepa.org
- The Mentoring Partnership of Southwestern Pennsylvania
www.mentoringpittsburgh.org

Rhode Island

- Rhode Island Mentoring Partnership
www.rimentor.org

Tennessee

- The Memphis Mentoring Partnership
www.memphismentors.org

Texas

- Governor's Mentoring Initiative
www.onestarfoundation.org
- San Antonio: Making Mentoring a Partnership
www.utsa.edu/mentoring/

Utah

- Utah Mentoring Partnership
www.utahmentors.org

Vermont

- Vermont Mentoring Partnership
www.vrmentoring.org

Virginia

- Virginia Mentoring Partnership
www.mentoring.org/virginia/
- Fairfax Mentoring Partnership
www.mentorfairfax.org

Washington

- Washington State Mentoring Partnership
www.washingtonmentoring.org

Project # 3: Obtain quality A List Artists for Willingboro Township events with the ultimate objective of raising money to support needed programs.

Nymari Media provided the following:

- Through existing celebrity and major record label contacts, Nymari Media set up an exploratory meeting with the Vice President of Sony Records.
- Nymari Media made travel arrangements for the Vice President of Sony Records to meet with us at the Kennedy Center for a 3.5 hour meeting to discuss the following:
 - a. Willingboro Proposed & Existing Events
 - b. Mechanic behind raising money through the record industry
 - c. Potential sponsorships opportunities for township events
 - d. Potential sponsorships for assisting with school events
 - e. Potential sponsorships for raising money for scholarships for Willingboro Students
 - f. Procurement of school book bags for Willingboro students
 - g. Radio, television, newsprint advertisements to subsidy events
- Through Nymari Media & the Vice President of Sony Records Willingboro have the opportunity to allow A list Artists to perform at significantly below their normal contracted market rates.

Examples of the A list Artists:

 - *Beyonce
 - *Mary J. Blige
 - *Howard Hewitt
 - *Tank
 - *Kelly Rolland of Dynasty Child
 - *Kelly Price
 - *R Kelly
 - *Freddie Jackson
 - *Whitney Houston
 - *Melissa Morgan
- Nymari Media also contacted the major labels and have the ability to secure A list Artists at below market rate from the following labels:
 - *Atlantic Records
 - *Warner Brothers Records
 - *Universal Records
 - *Sony Records

Total number of hours: 20.5 Amount \$2,050.00

Project # 3A: Nymari Media was asked on July 20, 2007 to secure a major R&B A list Artist from New York for the 2007 Jazz & Music Festival.

The Artists suggested were

- *Whitney Houston
- *Freddie Jackson
- *Melissa Morgan
- *Lionel Riche

The Artist had to perform at significantly below their normal market rate. Nymari Media had to provide all transportation to and from the festival. Nymari Media had to provide any special needs and services requested by the Artist.

Nymari Media secured Melissa Morgan for the festival at significantly below the normal market rate. The market rate for Melissa Morgan was \$10,000.00 performance. Nymari Media secured Melissa Morgan at \$4,000.00. Nymari Media transportation and any requested services. Melissa Morgan's performance was exceptional. She received several standing ovations.

Total number of hours: 12 Amount \$1,200.00

Project # 4: Determine the benefits of providing travel resources to the Township's managerial staff and school athletic programs.

Nymari Media provided a travel resource program for review.

Total number of hours worked: 6 Amount \$600.00

RESOLUTION NO. 2007-156
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 23rd day of October 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

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

- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to CONTRACT NEGOTIATIONS + PERSONNEL

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

TOWNSHIP OF WILLINGBORO

Jeffrey E. Ramsey

 JEFFREY E. RAMSEY, Mayor

Attest:

Marie Annese

 Marie Annese, RMC
 Clerk

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

CERTIFICATE OF TOWNSHIP CLERK

I, Marie Annese, Clerk of the Township of Willingboro, do hereby certify that the foregoing is a true copy of the Resolution adopted by Township Council of said Township at a Regular Council Meeting held on _____, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Willingboro.

Dated: _____

Marie Annese, Township Clerk

RESOLUTION NO. 2007 – 157
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
THE MAYOR AND CLERK TO EXECUTE THE CONTRACT OF BOWMAN
AND COMPANY

WHEREAS, Township Council of the Township of Willingboro desires to implement more rigorous internal fiscal controls, and

WHEREAS, it is in the interest of the Township of Willingboro to engage its Municipal Auditor, Bowman and Company L.L.P. to perform an in depth study of internal controls and procedures of certain departments for the purpose of assisting the Township in strengthening controls and procedures, which is beyond the scope of its present contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) permits a contract award by ordinance or resolution where the services are “professional services,” without public advertising for bids; and

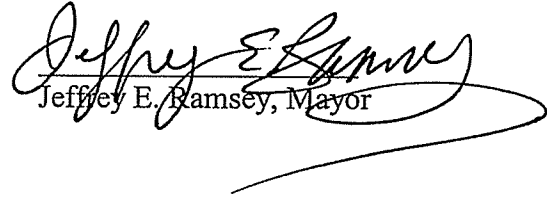
WHEREAS, it has been determined that the cost of the municipal auditing services shall not to exceed \$7,500.00; and

WHEREAS, the Contract period shall begin on November 5, 2007 and shall expire December 31, 2007; and

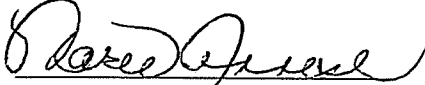
WHEREAS, the Treasurer has indicated that the funds are available for this purpose; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on this 29th day of October, 2007, hereby authorizes the Mayor to execute the contract of Bowman & Company, L.L.C.; and

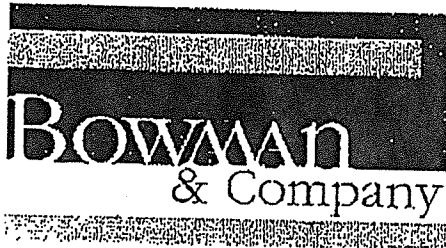
IT IS FURTHER RESOLVED that a certified copy of this Resolution shall be provided to Bowman & Company for their information and attention.


Jeffrey E. Ramsey, Mayor

Attest:


Marie Annese, RMC
Township Clerk

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



DM. [Signature]

Certified Public Accountants & Consultants
601 White Horse Road
Voorhees, NJ 08043-2493
(856)435-6200
Fax: (856)435-0440
E-Mail cpas@bowmanlp.com
www.bowmanlp.com

Members of
American Institute of CPA's
New Jersey Society of CPA's

*Approved by [Signature]
10/23/07
Push to follow*

FACSIMILE TRANSMITTAL FORM

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Mayor Ramsey
FIRM: Township of Willingboro
ADDRESS: _____
TELEPHONE NUMBER: _____
FAX NUMBER: (609) 835-0782

FROM: Steve Ryan

ADMINISTRATIVE CONTACT: Bonnie

TOTAL # OF PAGES (INCLUDING THIS PAGE): 4

DATE TRANSMITTED: 10/23/07

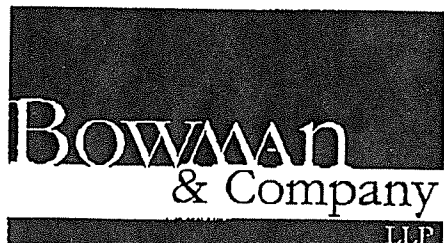
TIME TRANSMITTED: _____

SUBJECT: _____

COMMENTS: _____

CONFIDENTIALITY NOTE

The documents accompanying this telecopy transmission contain information from the CPA firm of Bowman & Company LLP, which is confidential and/or privileged. The information is intended only for the use of the individual or entity named in this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited, and that the documents should be returned to this firm immediately. In this regard, if you have received this telecopy in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.



Certified Public Accountants & Consultants
 601 White Horse Road
 Voorhees, NJ 08043-2493
 (856) 435-6200
 Fax: (856) 435-0440
 E-Mail cpas@bowmanllp.com
www.bowmanllp.com
 Members of:
 American Institute of CPAs
 New Jersey Society of CPAs

October 10, 2007

Mayor Jeffery E. Ramsey
 Township of Willingboro
 Willingboro New Jersey

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Township of Willingboro (the "Township").

We will apply the agreed-upon procedures which the Township has specified, listed in the attached schedule, to perform an in depth study of the internal controls and procedures as they relate to the Recreation Department, the Finance Office and Purchasing.

This engagement is solely to assist the Township in strengthening controls and procedures in the aforementioned areas. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the rebate calculation. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Township, and should not be used by those who did not agree to the procedures and take responsibility for the sufficiency of the procedures for their purposes. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We plan to begin our procedures shortly after November 5, 200 and, unless unforeseeable problems are encountered, the engagement should be completed within two weeks of our start date.

Mayor Jeffery E. Ramsey
Township of Willingboro

-2-

October 10, 2007

We estimate that our fee for these services will not exceed \$7,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter.

Very truly yours,

Bowman & Company LLP



Stephen E. Ryan

RESPONSE:

This letter correctly sets forth the understanding of the Township of Willingboro.

BY: *David J. Rose* *As per Res. 2007-157*

Title: *Township Clerk*

Date: *10/29/07*

APPENDIX

Agreed Upon Procedures

We will:

1.) Recreation Department:

- a. Review the current accounting system. The purpose of which is two-fold; One, determine if the system is the most appropriate for the department and; Two, determine if the software is being utilized to its fullest capacity.
- b. Review the current registration practices to suggest improvements. We will specifically review the processes employed during registration to fashion a system where audit trails are clear and the amount of registrations can be compared to revenues.
- c. Review the current system of approvals and authorizations.
- d. Determine with internal controls taking a priority consideration an efficient system for contracts and purchasing

2.) Finance Office:

- a. Review office procedures and personnel to determine the flow of work through the office. Determine through inquiry of individuals how the efficiencies and work product may be improved.

3.) Purchasing:

- a. Determine with internal controls taking a priority consideration an efficient system for contracts and purchasing.
- b. Analyze the flow of information from all offices outside the Finance Department to determine efficiency.
- c. Determine how statutory of policy compliance is ensured.
- d. Determine which controls are essential to the process and which steps and procedures can be modified.

RESOLUTION NO. 2007-158

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 29th day of October, 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 3 in favor and 0 opposed, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

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

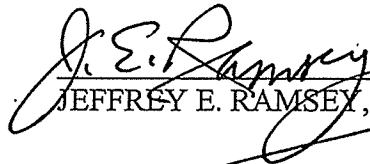
9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Contract Negotiations - BOWMAN & Co.

and Nymaria Media and Sinesy's

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

TOWNSHIP OF WILLINGBORO



 JEFFREY E. RAMSEY, Mayor

Attest:



 Marie Annese, RMC
 Clerk

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

ARRIVED 6:15 PM

RESOLUTION NO. 2007 - 159
A RESOLUTION AUTHORIZING FUNDING OF THE MACCS
CONTRACT WITH AVR RESOURCE GROUP, INC.

WHEREAS the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection and disposal of solid waste from apartments and condominiums within the municipality; and

WHEREAS, the Township of Willingboro entered into a Joint Purchasing Agreement establishing the program known as "Municipal Apartment and Condominium Collection Services" (MACCS) which agreement designates Maple Shade Township as "lead agency" for the program; and

WHEREAS, AVR Resource Group, Inc. is the current Contract Administrator for MACCS, and based upon the membership's review of the services provided, the lead agency is about to renew the current contract with AVR Resource Group, Inc. retroactively for a one-year term from April 1, 2007 to April 1, 2008; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq. and the regulations promulgated thereunder, more specifically, N.J.A.C. 5:34-7.14, prior to the award of contract, each member of a joint purchasing system must issue a purchase order and certification of funds for its share of the contract amount; and

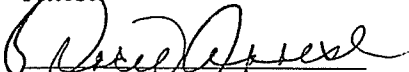
WHEREAS, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the one-year renewal of the contract with AVR Resource Group, Inc. in an amount not to exceed four thousand, three hundred and fifty six dollars (\$4,356.00); and.

WHEREAS there are sufficient funds to provide for this purpose in the 2007 budget in an amount not to exceed \$4,356.00 as indicated in the attached Certification of Funds.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 7th day of November, 2007, as follows:

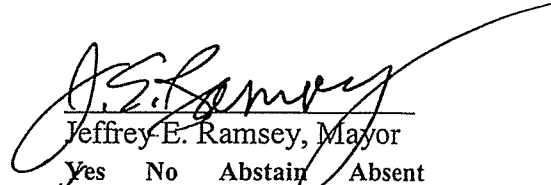
1. The share of contract amount allocated to the Township for the contract with AVR Resource Group, Inc. is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2007 portion of the AVR contract.

Attest:


 Marie Annese, RMC
 Township Clerk

Recorded Vote

Councilman Ayer
 Councilman Campbell
 Councilman Stephenson
 Deputy Mayor Jennings
 Mayor Ramsey


 Jeffrey E. Ramsey, Mayor

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



THE TOWNSHIP OF MAPLE SHADE
IN THE COUNTY OF BURLINGTON

From: George Haeuber

Re: MACCS: Extension and Funding of Republic Services Contract;
Renewal and Funding of AVR Contract;
Certification of Funds for 2007

Dear Township Manager and Treasurer:

In order to continue the MACCS program and to fund the 2007 service contracts, a number of items are required to be addressed by each participating municipality prior to the end of November:

1. The initial term of the MACCS agreement with Republic Services expired on March 31, 2007. Notice was given in January 2007 of MACCS' intent to renew the contract for a one year term however the renewal must be completed retroactively. A form of resolution is attached for your review and action. The figures contained in the resolution are specific to your town and were provided by AVR.

2. The first one-year renewal of the MACCS agreement with AVR Services expired on March 31, 2007. This will be the second one-year renewal.

(Since AVR was awarded the contract as an EUS, the renewal is subject to a finding that AVR is providing the required services "in an effective and efficient manner." If no comments are received by me from the membership objecting to the renewal of the AVR contract by October 31, 2007, I will assume you are satisfied with the services and the contract will be renewed for a one-year period.)

3. AVR's contract renewal will require a resolution authorizing each member's share of the 2007 AVR fee and the supporting certification of funds. A form resolution is included for your review and action.

I would ask that you provide me with certified copies of each adopted resolution by December 1, 2007. If you need additional time, please contact me.

Thank you.

RESOLUTION NO. 2006 – 52
A RESOLUTION AUTHORIZING FUNDING OF THE MACCS
CONTRACT WITH AVR RESOURCE GROUP, INC.

WHEREAS the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection and disposal of solid waste from apartments and condominiums within the municipality; and

WHEREAS, the Township of Willingboro entered into a Joint Purchasing Agreement establishing the program known as "Municipal Apartment and Condominium Collection Services" (MACCS) which agreement designates Maple Shade Township as "lead agency" for the program; and

WHEREAS, AVR Resource Group, Inc. is the current Contract Administrator for MACCS, and based upon the membership's review of the services provided, the lead agency is about to renew the current contract with AVR Resource Group, Inc. for a one-year term from April 1, 2006 to April 1, 2007; and

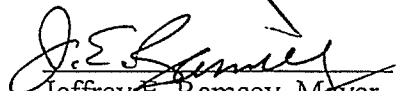
WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq. and the regulations promulgated thereunder, more specifically, N.J.A.C. 5:34-7.14, prior to the award of contract each member of a joint purchasing system must issue a purchase order and certification of funds for its share of the contract amount; and

WHEREAS, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the 2006 contract with AVR Resource Group, Inc. in an amount not to exceed \$4,091.10; and.


WHEREAS there are sufficient funds to provide for this purpose in the 2006 budget in an amount not to exceed \$4,091.10 (made part of Purchase Order No. 06-00420); and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 4th day of April, 2006, as follows:

1. The share of contract amount allocated to the Township for the contract with AVR Resource Group, Inc. is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2006 portion of the AVR contract.


 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	✓			

MACCS Program 2006

Certification of Funds Report

Participating Townships/Municipalities	AVR Mgmt	Republic Services Basic Services*	Republic Services Extra Services**
Bordentown	\$10,362.20	\$29,379.74	\$4,743.93
Burlington City	\$6,141.05	\$11,458.61	\$4,434.17
Burlington Twp	\$20,639.45	\$69,311.00	\$40,730.25
Eastampton	\$7,429.75	\$17,353.86	\$8,128.04
Edgewater Park	\$20,014.30	\$49,470.08	\$41,111.73
Evesham	\$65,999.85	\$180,129.47	\$125,383.21
Lumberton	\$15,240.85	\$34,373.10	\$12,092.53
Maple Shade	\$55,387.80	\$123,072.46	\$62,597.20
Riverside	\$1,900.80	\$7,406.38	\$3,964.54
Willingboro	\$4,091.10	\$2,574.10	\$1,169.52
Wrightstown	\$1,919.90	\$5,908.89	\$1,735.19

*Based upon current levels of service as of 3/1/2006.

**Figures captured from Jan-Dec 2005. Based upon 12 months average for each service with an additional 7% for forecasting.

WILLINGBORO TOWNSHIP

ONE SALEM ROAD. WILLINGBORO. N.J. 08046

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

TELEFAX COVER SHEET

TO:

C. A. Bowie Esq

COMPANY:

DATE:

10/23/07

TO FAX NO.

1

FROM:

Marie Annese EXT. 6202 PAGES 6

SUBJECT:

Backup / Coop Purchasing Agr. 2004
MACCS

FOR YOUR INFORMATION

PLEASE RESPOND

THANK YOU.

S

RESOLUTION No. 2004-31

Answers

A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A COOPERATIVE PRICING AGREEMENT FOR MUNICIPAL APARTMENT AND CONDOMINIUM COLLECTION SERVICES

WHEREAS, N.J.S.A. 40A:11-10, et seq., authorizes the governing bodies of two or more contracting units to enter into Cooperative Pricing Agreements (also known as Joint Purchasing Agreements) for the purchase of goods and services; and

WHEREAS, such agreements shall be entered by resolution adopted by each participating body to the Cooperative Pricing Agreement; and

WHEREAS, the Township of Maple Shade, hereinafter referred to as the "Lead Agency", has offered voluntary participation in a Cooperative Pricing Agreement for the purchase of Municipal Apartment and Condominium Collections Services, hereinafter MACCS; and

WHEREAS, it is in the Best interest of the Township to enter such Cooperative Pricing Agreement; and

WHEREAS, the Township of Willingboro, County of Burlington and State of New Jersey, desires to participate in the MACCS Joint Purchasing Agreement for the collection and disposal of trash from apartments and condominium complexes; and

WHEREAS, the Lead Agency let bids for MACCS; and

WHEREAS, in accordance with the Local Public Contracts Law, the request for bids were advertised in the Burlington County Times, Courier Post on October 13, 2003; and

WHEREAS, bids were received, opened and read publicly on December 12, 2003; and

WHEREAS, it was determined that Republic Services was the lowest responsible bidder; and

WHEREAS, the Treasurer of the Township of Willingboro has certified, in accordance with N.J.A.C. 5:30-5 that the funds available for this purpose are not to exceed \$39,909.94 for the period of March 1, 2004 until February 28, 2007; and

WHEREAS, the Treasurer's Certification of the availability of these funds is attached herewith; and

WHEREAS, the Township of Willingboro will provide the funds as payment in accordance with its agreement for the MACCS by check to the Republic Services.

NOW THEREFORE, BE IT RESOLVED, on this 24th day of February, by the Township Council of the Township of Willingboro assembled in open session, in the County of Burlington and State of New Jersey, as follows:

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Willingboro.

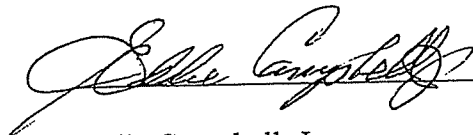
Pursuant to the provisions of N.J.S.A. 40A:11-10, et seq., the Mayor of Willingboro is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

The Lead Agency, entering into contracts on behalf of the Township of Willingboro, shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A.40A:11-1, et seq.) and all other provisions of the revised statutes of the State of New Jersey.

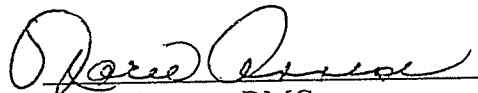
This Resolution shall take effect immediately upon passage.

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

Attested:



Eddie Campbell, Jr.
Mayor



Marie Annese, RMC
Township Clerk

Certification Of Availability of Funds

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

Resolution Date: 02/10/04

Resolution Number: 2004-31

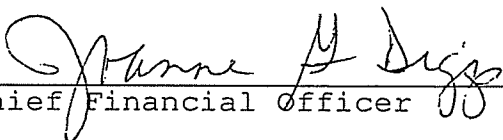
Vendor: MAPLE MAPLE SHADE TWP-SOLID WASTE

200 STILES AVE
MAPLE SHADE, NJ 08052

Contract: 04-00004 MAPLE SHADE JOINT APT REFUSE

Account Number	Amount	Department
4-01-32-465-000-172	10,724.85	LANDFILL/WASTE
Total	10,724.85	

Only amounts for the 2004 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

TOWNSHIP OF MAPLE SHADE

Municipal Apartment Condominium Collection Services a Joint Purchasing Program
 Bid Opening - December 12, 2003 - TALLY SHEET

	WM	RS	ONYX	SJS	IWS	SSC
District 1						
Year 1	\$400,481.24	\$276,286.14	\$273,860.00	\$0.00	\$0.00	\$0.00
Year 2	\$412,885.72	\$284,521.51	\$280,623.98	\$0.00	\$0.00	\$0.00
Year 3	\$425,573.46	\$293,199.39	\$287,599.34	\$0.00	\$0.00	\$0.00
Total District #1	\$1,238,940.42	\$854,007.04	\$842,083.32	\$0.00	\$0.00	\$0.00
District 2						
Year 1	\$586,991.20	\$345,818.20	\$401,205.94	\$0.00	\$0.00	\$0.00
Year 2	\$605,025.20	\$356,130.58	\$410,926.64	\$0.00	\$0.00	\$0.00
Year 3	\$623,563.20	\$366,838.02	\$421,096.36	\$0.00	\$0.00	\$0.00
Total District #2	\$1,815,579.60	\$1,068,786.80	\$1,233,228.94	\$0.00	\$0.00	\$0.00
District 1 & 2						
Year 1	\$987,939.92	\$610,446.72	\$0.00	\$0.00	\$0.00	\$0.00
Year 2	\$1,018,305.86	\$628,691.05	\$0.00	\$0.00	\$0.00	\$0.00
Year 3	\$1,049,496.50	\$647,548.83	\$0.00	\$0.00	\$0.00	\$0.00
Total District #1 and District #2	\$3,055,742.28	\$1,886,686.60	\$0.00	\$0.00	\$0.00	\$0.00

RESOLUTION NO. 2007 - 160

**RESOLUTION AUTHORIZING THE FUNDING OF
WILLINGBORO TOWNSHIP'S SHARE OF THE
MACCS CONTRACT WITH REPUBLIC SERVICES OF NEW JERSEY, LLC.**

Whereas the Governing Body of the Township of Willingboro, County of Burlington, State of New Jersey agreed to participate in a Joint Purchasing System for the provision and performance of goods and services, more specifically, for the collection of disposal of solid waste from apartments and condominiums within the municipality; and

Whereas, the Township of Willingboro entered into a Joint Purchasing Agreement establishing the program known as "Municipal Apartment and Condominium Collection Services" ("MACCS") which agreement designates Maple Shade Township as "lead agency" for the program; and

Whereas Republic Services of New Jersey, LLC, is the current contracted provider of solid waste collection services, and based upon the membership's review of the services provided, the lead agency notified Republic Services of New Jersey, LLC of its intent to renew the contract for a one-year term from April 1, 2007 to April 1, 2008, subject to funding; and

Whereas, pursuant to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 *et seq.* and the regulations promulgated thereunder, more specifically, N.J.A.C. 5:34-7.14, prior to the award of contract, each member of a joint purchasing system must issue a purchase order and certification of funds for its share of the contract amount; and

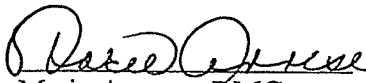
Whereas, it appears that it is in the best interest of the Township of Willingboro to fund its portion of the one-year extension of the contract with Republic Services of New Jersey, LLC in an amount not to exceed twelve thousand seven hundred ninety-four dollars and ninety-four cents (\$12,794.94); and

Whereas, there are sufficient funds to provide for this purpose in the 2007 budget in an amount not to exceed \$5,814.90 as indicated in the attached Certification of Funds; and

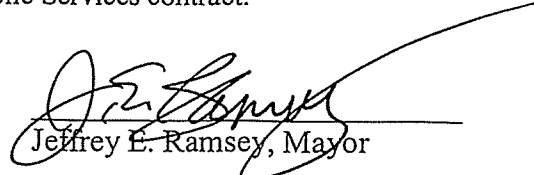
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Willingboro, assembled in public session this 7th day of November, 2007, as follows:

1. The share of contract amount allocated to the Township for the contract with Republic Services of New Jersey, LLC is hereby accepted;
2. The Chief Financial Officer is hereby authorized to issue the purchase order funding the 2007 portion of the Republic Services contract.

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote
Councilman Ayrer
Councilman Campbell
Councilman Stephenson
Deputy Mayor Jennings
Mayor Ramsey


Jeffrey E. Ramsey, Mayor

Yes	No	Abstain	Absent
✓			
✓			
✓			
✓			
✓			

RESOLUTION NO. 2006 - 51

Setup

RESOLUTION AUTHORIZING THE RENEWAL OF THE MACCS
JOINT PURCHASING SYSTEM AGREEMENT

WHEREAS, a Joint Purchasing System was established by certain Burlington County municipalities pursuant to N.J.S.A. 40a:11-10, which system is known as "Municipal Apartment and Condominium Collection Services" (MACCA"); and

WHEREAS Maple Shade Township is the designated "lead agency" for the MACCA program; and

WHEREAS, Maple Shade Township as Lead Agency entered into an agreement (the "Agreement") with certain municipalities to participate in MACCS to provide for the joint purchase of goods and services, more particularly, the collection and disposal of solid waste from apartments and condominiums within the participating municipalities; and

WHEREAS, pursuant to the terms of the Agreement, MACCS was established as of September 1, 2002 for a three year period which term could be renewed for additional three (3) year periods by consent of the participating units; and

WHEREAS, the Township Council of the Township of Willingboro has determined that it is in the best interest of the Township of Willingboro to continue its participation in the MACCS joint purchasing system and to consent to the renewal of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, that Willingboro Township hereby consents to the renewal of the MACCS agreement for a three year period beginning September 1, 2005 and ending on August 31, 2008.

BE IT FURTHER RESOLVED that the Township Mayor and Clerk are hereby authorized to execute any documents necessary to confirm such renewal.

Attest:

Marie Annese
Marie Annese, RMC
Township Clerk

Jeffrey E. Ramsey
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"/>			

✓

RESOLUTION NO. 2007-161

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 7th day of November 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 5 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

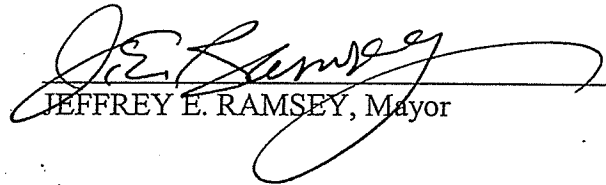
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material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

9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to discuss JUNEYS CONTRACT / PROPOSAL TO ENTER A REVISED Redevelopment Agr w/ KERRY URBAN DEVELOPMENT COMPANY
NEGOTIATIONS w/ MARILYN GELL-NYMBI MEDIA / Potential Litigation
Re OPRA request / Appraisers CONTRACT based on RF2
Submission

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

TOWNSHIP OF WILLINGBORO


JEFFREY E. RAMSEY, Mayor

Attest:


Marie Annese, RMC
Clerk

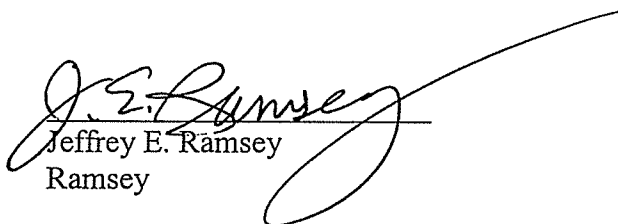
RESOLUTION NO. 2007 – 162

Authorizing the Approval of Vouchers for Payment & Ratification

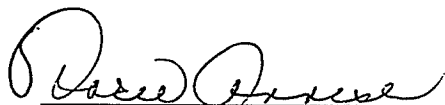
Whereas, Willingboro Township Council received the October 2007 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 7th day of October, 2007, the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information and attention.


Jeffrey E. Ramsey
Ramsey

Attest:


Marie Annesé, RMC
Township Clerk

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

RESOLUTION NO. 2007 – 163

A RESOLUTION AWARDDING A BID FOR
2007 CONCRETE SIDEWALK AND DRIVEWAY REPLACEMENT
(Phase III)

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the above referenced project; and

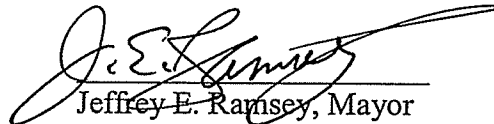
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Curb Con, Inc., 514 Route 9, Barnegat, New Jersey 08005 in the amount of \$40,700.; and

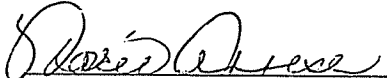
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of November, 2007, 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	✓			

Certification Of Availability of Funds

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

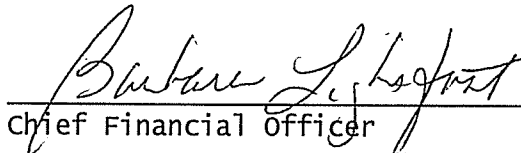
Resolution Date: 11/20/07
Resolution Number: 2007-163

Vendor: CURBCON CURB CON, INC.
514 ROUTE 9
BARNEGAT
BARNEGAT, NJ 08005

Contract: 07-00021 CURB CON INC

Account Number	Amount	Department Description
C-04-55-906-007-907	40,700.00	GENERAL CAPITAL 2006
Total	40,700.00	

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



Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

mail

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME

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

15-33 Halsted Street, Suite 204
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

Remington, Vernick
& Vena Engineers
1000 River Street
River, NJ 08753
286-9220
505-8416 (fax)

1000 River Street, Suite 2
River, 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)

5010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
(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, Bellevue Building
2600 Chapman Road, Suite 105
Wilmington, DE 19702
266-0212
266-6208 (fax)

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

November 6, 2007

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

Re: Township of Willingboro
2007 Concrete Sidewalks and Driveway Replacement - Phase III
Our File #0338T060

Dear Ms. Diggs:

We have tabulated the bids received on October 12, 2007, with reference to the above-captioned project and find the lowest bidder to be Curb Con Inc., 514 Route 9, Barnegat, New Jersey in the amount of \$40,700.00, representing the Bid. 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 Curb Con Inc. in the amount of \$40,700.00. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

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

Enclosure

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



t:\transportation_bridgelwillingboro township\0338t060 - concrete repairs - phase iii\specs\award ltr. 11-6-07.doc

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www.rve.com

MEMORANDUM

TO: Frank J. Seney
Wendell Bibbs

FROM: Elaine E. Lashley

RE: 2007 Concrete Sidewalks and Driveway Replacement - Phase III
Township of Willingboro
Project No.: 0338T060

DATE: October 12, 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>BID AMOUNT</u>
Curb Con Inc.	\$40,700.00
Diamond Construction	\$51,625.00
Sullivan & Pigliacelli, Inc.	\$52,125.00
Paramount Enterprises, Inc.	\$66,350.00
Charles Marandino, LLC	\$96,790.00
The low bidder is:	Curb Con Inc.
The high bidder is:	Charles Marandino, LLC
The average bid price is:	\$61,518.00
Engineer's Estimate for this project:	\$42,800.00

RESOLUTION NO. 2007 - 164

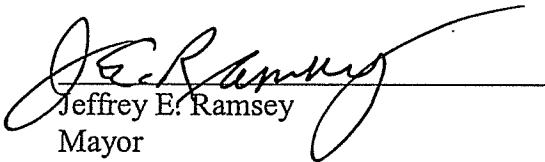
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments and veterans deduction; and

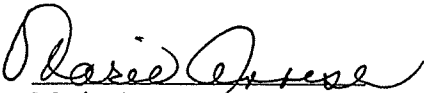
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of November, 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
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"/>			

COLEMAN COX \$250.00
59 TREBING LANE
WILLINGBORO, N.J. 08046
BLOCK 1104
LOT 10
59 TREBING LANE
VETERAN DEDUCTION

WELLS FARGO REAL ESTATE TAX SERVICE 1424.02
1 HOME CAMPUS, MAC X2502-011
REGION 1 ATTN: FINANCIAL UNIT
DES MOINES, IA. 50328-0001
BLOCK 805
LOT 46
16 EMPIRE LANE
OVERPAYMENT TAXES

CHRISTINE PETKA 429.82
10 TRILLIUM LANE
MT. LAUREL, N.J. 08054
BLOCK 1022
LOT 18
31 NIAGARA LANE
OVERPAYMENT TAXES

KIM, YONG HAK & UN SU 1326.86
14 EVERGREEN DRIVE
WILLINGBORO, N.J. 08046
BLOCK 816
LOT 1
14 EVERGREEN DRIVE
OVERPAYMENT TAXES

CHARLES R. SPINNER 174.01
42 THORNHILL LANE
WILLINGBORO, N.J. 08046
BLOCK 1101
LOT 53
42 THORNHILL LANE
OVERPAYMENT TAXES

CONCEPT TITLE AGENCY 1034.70
3000 ATRIUM WAY, SUITE 212
MT. LAUREL, N.J. 08054
BLOCK 219
LOT 13
33 BOSWORTH LANE
OVERPAYMENT TAXES

HARRIS, THOMAS \$1067.48
16 TARPON COURT
WILLINGBORO, N.J. 08046
BLOCK 1118
LOT 22
16 TARPON COURT
OVERPAYMENT TAXES

KENNETH & INGRID RICKETTS 3935.51
2201 HUNTER ST.
CINNAMINSON, N.J. 08077
BLOCK 421
LOT 30
37 CLEARWATER DRIVE
OVERPAYMENT TAXES

PRECISION TITLE AGENCY, INC. 898.49
1330 N. BLACKHORSE PIKE
SUITE D
WILLIAMSTOWN, N.J. 08094
BLOCK 11.02
LOT 25
6 ROSE STREET
OVERPAYMENT TAXES

CREQUE, MICHAEL & TINA 1142.52
46 SURREY LANE
WILLINGBORO, N.J. 08046
BLOCK 104
LOT 14
46 SURREY LANE
OVERPAYMENT TAXES

JUAN QUINONES 250.00
19 GENESEE LANE
WILLINGBORO, N.J. 08046
BLOCK 720
LOT 46
19 GENESEE LANE
VETERAN DEDUCTION

GROVER COHEN, JR. 250.00
3 TREBING LANE
WILLINGBORO, N.J. 08046
BLOCK 1104
LOT 1
3 TREBING LANE
VETERAN DEDUCTION

DOUGLAS & ROBERTA SISTRUNK \$940.17
6 PEPPERMINT LANE
WILLINGBORO, N.J. 08046
BLOCK 302
LOT 2
6 PEPPERMINT LANE
OVERPAYMENT TAXES

CHANDA GARRISON 269.36
4600 S. FAR MILERUN DRIVE
APT. 1028
ARLINGTON, VA. 22204
BLOCK 103
LOT 5
60 SUSSEX DRIVE
OVERPAYMENT TAXES

WELLS FARGO REAL ESTATE TAX SERVICE 686.92
1 HOME CAMPUS, MAC X2502-011
REGION 1 ATTN: FINANCIAL UNIT
DES MOINES, IA. 50328-0001
BLOCK 609
LOT 21
533 CHARLESTON ROAD
100% EXEMPT

REBECCA RODRIQUEZ 250.00
45 EARNSHAW LANE
WILLINGBORO, N.J. 08046
BLOCK 821
LOT 61
45 EARNSHAW LANE
VETERAN DEDUCTION

LARRY & BARBARA GRANT 1188.81
107 SOMERSET DRIVE
WILLINGBORO, N.J. 08046
BLOCK 126
LOT 8
107 SOMERSET DRIVE
OVERPAYMENT TAXES

RESOLUTION NO. 2007 - 165
A RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF THE 2004
BID AWARD TO WASTE MANAGEMENT OF
NEW JERSEY FOR SOLID WASTE COLLECTION
FOR JOINT PURCHASING SERVICES

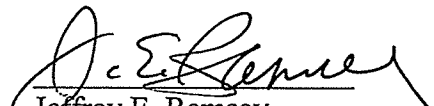
WHEREAS, the Township Council of the Township of Willingboro did, on November 3, 2004, adopt Resolution No. 2004 – 152, awarding the bid for Willingboro Joint Purchasing Program, Solid Waste Collection to **WASTE MANAGEMENT OF NEW JERSEY**, Trenton, New Jersey, in the amount of - Year 1, \$1,016,710.20, Year 2, \$1,050,584.95 and Year 3, \$1,084,483.09 for a total amount of \$3,151,778.24 (December 1, 2004 through November 31, 2007); and

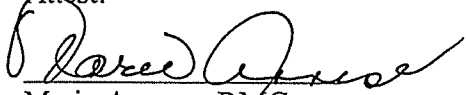
WHEREAS, it has now been determined that it is in the best interest of the Township of Willingboro to extend that the bid award and contract for one year (as allowed by contract option) **in the amount of \$1,117,515.00 from December 1, 2007 through November 30, 2008**; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of December, 2007, that the bid award and contract are hereby extended through November 30, 2008.

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to Waste Management, the Finance Department and Public Works Department for their information.


 Jeffrey E. Ramsey
 Mayor

Attest:

 Marie Annese, RMC
 Township Clerk

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

Certification of Availability of Funds

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

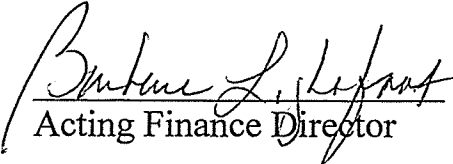
Resolution Date: 12/1/2007

Resolution Number: 2007-165

Vendor: Waste Management of New Jersey

Account Number	Amount	Department
7-01-26-305-001-001	93537.51	Public Works Dept

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


Acting Finance Director

RE: Trash

Subject: RE: Trash
From: "Rich Brevogel" <rich_brevogel@willingborotwp.org>
Date: Wed, 7 Nov 2007 19:16:03 -0500
To: "Marie" <Marie_Annese@willingborotwp.org>

Marie,

Provided this letter to MS. Diggs in August 2007.....I thought it had been approved by Council....

Richard A. Brevogel
Director of Public Works
Willingboro Township
429 JFK Way
Willingboro, NJ 08046
609-871-5700 Office

-----Original Message-----
From: Marie [mailto:Marie_Annese@willingborotwp.org]
Sent: Wednesday, November 07, 2007 1:15 PM
To: Rich Brevogel
Subject: Trash

Ok what do you have? Thanks

TOWNSHIP OF WILLINGBORO Trash Contract Extension approval August 2007.doc	Content-Type: application/msword Content-Encoding: base64
---	--

11/08/07
Dr. Diggs will be
needed - I need
to see you
for this
to you

TOWNSHIP OF WILLINGBORO

Interoffice Memorandum

August 23, 2007

TO: Ms. Joanne Diggs
Acting Township Manager

FROM: Mr. Rich Brevogel
Director of Public Works

Reference: Recommended Extension of Optional Year for Waste Management Trash
Services per 2004 Trash Collection Bid for Willingboro Township
December 1 2007 through November 30 2008



Ms. Diggs,

Enclosed is the Option #1 from the Trash Contract signed with Waste Management in December 2004. After reviewing the information with Mr. Rob Willis of AVR he indicates the cost to the township will be approximately \$6600 per month above the existing collection costs.

Please let me know if I can be of anymore assistance.

Sincerely,

Richard Brevogel
Director of Public Works

APPROVED: _____
Ms. Joanne Diggs
Acting Township Manager

Subject: Re: Bid Documents Waste Management Dec 2004

From: Marie <Marie_Annese@willingborotwp.org>

Date: Mon, 30 Jul 2007 10:11:57 -0400

To: Rich Brevogel <rich_brevogel@willingborotwp.org>

Rich Brevogel wrote:

Marie,

Can you find the bids documents for the Waste Management contract that the township entered in Dec 2004? It was for 3 years with one year options. I need to look a them for the extension of the trash contract up in Nov 2007....Thanks

Richard A. Brevogel

Director of Public Works

Willingboro Township

429 JFK Way

Willingboro, NJ 08046

~~609-871-5700 Office~~

They are here.

RESOLUTION NO. 2007 - 166

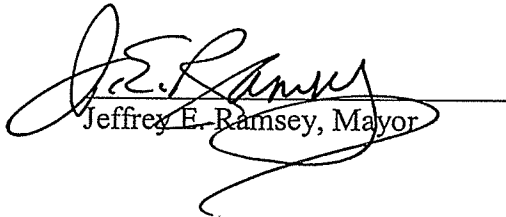
**AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE
FRATERNAL ORDER OF POLICE LODGE NO. 38**

WHEREAS, at the request of the Fraternal Order of Police, Lodge No. 38 an inspection of the above referenced project was made by Remington & Vernick; and

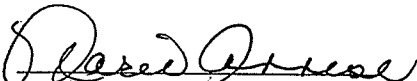
WHEREAS, it was determined by the engineer, in accordance with his letter dated November 16, 2007, that the contractor has complied with the Township Engineer's requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of November, 2007, that the Township Council authorizes the release of the performance guarantee originally established in the amount of \$81,600.00 subject to payment in full of all outstanding Remington & Vernick vouchers and the posting a maintenance guarantee in the amount of \$10,200.00, which represents 15% of the construction cost, to be held for two years.

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

REMINGTON & VERNICK ENGINEERS

AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME

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

15-33 Halsted Street, Suite 204
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

Remington, Vernick
& Vena Engineers
Street
River, NJ 08753
86-9220
05-8416 (fax)

ma 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)

5010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
(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, Bellevue Building
2
ppman Road, Suite 105
DE 19702
(6-0212
(6-6208 (fax)

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

November 16, 2007

Joanne Diggs, Acting Township Manager
Township of Willingboro
One Salem Road
Willingboro, NJ 08046

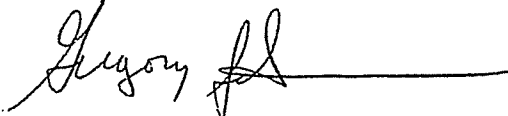
Re: Township of Willingboro
Fraternal Order of Police Lodge #38
Block 14, Lots 3&4
Performance Bond Release
R&V #03381015

Dear Ms. Diggs:

Remington & Vernick Engineers (R&V) has conducted an inspection of the above-referenced project. Based upon our investigation, R&V recommends a release of the Performance Guarantee originally established in the amount of \$ 81,600.00 for this project as well as the activation of a Maintenance Bond in the amount of \$ 10,200.00 which represents 15% of the construction cost for a period of two (2) years.

Contingent upon the release is the payment of all outstanding R&V vouchers. If you should have any questions please contact Raymond Longmore at our Bordentown office at 609-298-6017.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.



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

GJS/clg

c: Mayor & Committee
Eric Berry, Deputy Township Manager
Marie Annese, Clerk
Gregory J. Sullivan, P.E., P.P., C.M.E.
Fraternal Order of Police #38

T:\Willingboro\10150FOP #38\performance bond release.11-16-07.doc

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www.rve.com

RESOLUTION NO. 2007-167
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 20th day of November 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b, and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:


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

- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to Miss W. Willingboro Settlement Negotiations, Rose St. Development Proposed Agreement, Siemens Agreement re Fiber Optic Line at 13a to Louder Proposed Amendment to Redevelopment Agreement Proposed by Robert Stano, Proposed Contracts for Jobs Professionals & Personnel

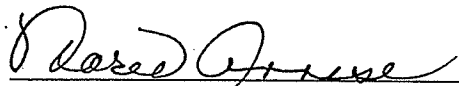
BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO



 JEFFREY E. RAMSEY, Mayor

Attest:



 Marie Annese, RMC
 Clerk

RESOLUTION NO. 2007-168

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 27th day of November, 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b, and

27 NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 7 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

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

9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

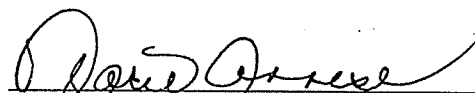
BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to discuss SUNESYS Agreement CONTRACT NEGOTIATIONS, Agreement w/ KC Builders CONTRACT NEGOTIATIONS, Weiss Litigation, Proposed Agreement w/ Bob SIANS - RENEWAL + THE MATTER OF W. BORO v. FRANKLIN AVE Litigation + PROFESSIONAL SERVICE CONTRACTS 2008

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

TOWNSHIP OF WILLINGBORO


JEFFREY E. RAMSEY, Mayor

Attest:


Marie Annese, RMC
Clerk

RESOLUTION NO. – 2007, 169

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH KC BUILDERS & DEVELOPERS, LLC

WHEREAS, the appropriate zoning of a parcel of land known as 36 Rose Street, Block 11.01, Lot 14 on the Tax Map of the Township of Willingboro (hereinafter "subject property") and controlled by KC Builders & Developers (hereinafter "KC Builders") has been the subject of consideration by the Planning Board and Township for years; and

WHEREAS, to address part of its affordable housing responsibilities, the Township and KC Builders have reached a mutually-beneficial agreement which contemplates the development of the subject property; specifically the construction of thirty-four ("34") age restricted market rate single-family semi-detached units, and eight ("8") age-restricted units which will be affordable to certified low and moderate income households; and

WHEREAS, KC Builders and the Township of Willingboro have approved the language of the Developer's Agreement attached hereto; and

WHEREAS, the Township is willing to enter into the attached Developer's Agreement; and

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

1: The Township Council of the Township of Willingboro hereby authorizes its Mayor to execute the Agreement, attached hereto, on behalf of the Council subject to any minor modifications to the agreement the Township attorney and Special Mount Laurel counsel deem appropriate ;

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the members of the Township Council of the Township of Willingboro, to the Township Attorney, and to Jeffrey R. Surenian, Esq., upon adoption.

Handwritten signature of Jeffrey Ramsey, Mayor

Jeffrey Ramsey, MAYOR

I hereby certify that the above is a true copy of a resolution adopted by the Township Council of the Township of Willingboro at its November 27, 2007 meeting.

Recorded Vote

Councilman Ayer

Councilman Campbell

Councilman Stephenson

Deputy Mayor Jennings

Mayor Ramsey

Yes No Abstain Absent

Handwritten checkmarks in the Yes column for Councilman Ayer, Councilman Campbell, Councilman Stephenson, Deputy Mayor Jennings, and Mayor Ramsey.

Handwritten signature of Marie Anese, Township Clerk

Marie Anese, Township Clerk

Please forward these documents too regarding Rose Street with the f...

Ramsey
Sept 16/07
JE

Subject: Please forward these documents too regarding Rose Street with the following note

From: "Jeff R. Surenian" <jrs@surenian.com>

Date: Mon, 19 Nov 2007 16:31:59 -0500

To: "Marie" <Marie_Annese@willingborotwp.org>

CC: <JRAMSEY@willingborotwp.org>, <connie.house@dot.state.nj.us>, <Eric_Berry@willingborotwp.org>, <george_stevenson@rve.com>, <drpaul_stephenson@willingborotwp.org>, <taenzer@tesalaw.com>, <JJennings@njsc.com>, <joanne_diggs@willingborotwp.org>, <maa@armstronglawfirm.com>

<<11-1-07- Willingboro- Rose Street- Fifth Amendment to Rt 130 Plan Sept 2007.doc>>

<<10-30-07- Rose Street- Concept Plan Concept Plan.pdf>> De

<<10-18-07-Rose Street Developer's Agreement.doc>> ar Mayor Ramsey and Members of the Township Council,

I am also enclosing the Rose Street documents that are identical to the documents sent before our meeting in october except that the concept plan does abetter job of integrating the affordable units to address the township's concerns.

I am available to discuss tomorrow night or sooner.

Jeff

Jeffrey R. Surenian, Esq.
Jeffrey R. Surenian and Associates, LLC
2052 Route 35, Suite 201
Wall, New Jersey 07719
(732) 449-8811
(732) 449-8822 (fax)

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-----Original Message-----

From: Erik Nolan

Sent: Friday, November 16, 2007 12:38 PM

To: Jeff R. Surenian

Subject: Willingboro: Latest version of Rose Street Developer's Agreement, Concept Plan and 5th Amendment to the Redevelopment Plan
Importance: High

Dear Jeff, after checking your e-mails, attached please find the following Rose Street documents:

- 1: The latest version of the Developer's Agreement between Willingboro and KC Builders.
- 2: The latest version of the Rose Street Concept Plan.
- 3: The latest version of the 5th Amendment to the Redevelopment Plan.

1-1-07- Willingboro- Rose Street- Fifth Amendment to Rt 130 Plan Sept 2007.doc

Content-Description:

Renamed from
'11-1-07-
Willingboro- Rose
Street- Fifth
Amendment to Rt
130 Plan Sept
2007.doc' to
'1-1-07-
Willingboro- Rose
Street- Fifth

FIFTH AMENDMENT
TO THE
TOWNSHIP OF WILLINGBORO, BURLINGTON COUNTY
ROUTE 130 REDEVELOPMENT PLAN

Township of Willingboro
In the County of Burlington
State of New Jersey
September 2007

Prepared by:

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, New Jersey 08033

Craig F. Remington, P.L.S., P.P.
Vice President
License #LI01877

George R. Stevenson, Jr., P.P., AICP
License #LI05487

N.B. The original of this document was signed and sealed in accordance with N.J.A.C. 13:41-1.3.b.

REDEVELOPMENT PLAN AMENDMENT

Purpose:

Amend the Township of Willingboro, Burlington County, New Jersey Route 130 Redevelopment Plan to allow on Lot 14 of Block 11.01 construction of an age-restricted residential development comprised of market rate and "affordable" units as defined under the Substantive Rules of the New Jersey Council on Affordable Housing for the Period Beginning on December 20, 2004 (N.J.A.C. 5:94-1 et. seq.) with said development being considered the second and last of two (2) senior citizen developments permitted under said redevelopment plan pursuant to Subsection 20-9.1 of the Township of Willingboro Zoning Ordinance.

Background:

The Township Council of the Township of Willingboro, by adoption of Ordinance 1998-4 of May 5, 1998, later amended by adoption of Ordinance 2003-1 of April 8, 2003 declared the easterly side of Route 130 extending northward from the Pennypacker Drive to the shared boundary with Burlington Township an area in need of redevelopment pursuant to the provisions of the New Jersey Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) and adopted a plan for the redevelopment of said area, which incorporated the standards for the B-1 Primary Business District. Thereafter, Township Council authorized the Planning Board, via Resolution 2003-85, to study various parcels for redevelopment eligibility adjacent, and in close proximity to, the easterly segment of the Route 130 corridor extending south from Pennypacker Drive to the Rancocas Creek. Pursuant to the conduct of a public hearing and consideration of a report prepared by Remington & Vernick Engineers, dated July 2003 and titled "Preliminary Investigation and Redevelopment Plan, Willingboro Township, Burlington County, New Jersey, the board recommended that the parcels more specifically identified below be declared an area in need of redevelopment and further recommended adoption of the accompanying redevelopment plan.

Acting on the Planning Board's recommendation, Township Council adopted Ordinance 2003-5, formally declaring the following parcels to be in need of redevelopment: Block 5.01, Lots 1, 2, 3, 4, 5, and 13; Block 8, Lots 1, 2.01, 2.02, 3.01, 3.02, and 4; Block 11.01, Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13.01, 13.02, and 14; Block 12, Lot 1; Block 13, Lots 2.01, 2.02, and 5; Block 14, Lots 1, 2, 3, and 4; Block 15, Lots 1, 2, 3, and 4, Block 35, Lot 1. This legislation resulted in the entirety of the Township's Route 130 frontage as being within a redevelopment zone and with some modification subject to the requirements established under the original redevelopment plan.

From a residential use standpoint, the Redevelopment Plan (hereinafter the Plan) allows for the development of apartments and condominiums on lands abutting the corridor provided an assemblage of at least fifty (50) contiguous acres. Relative to senior citizen housing, the Plan allows for the development of not more than two (2) multi-family developments with appurtenant improvements; further providing, a minimum lot area of three (3) acres and a maximum density of thirty (30) dwelling units per acre. The Plan does not provide for single-family housing of any construction type.

In response to the advancing of a private sector redevelopment initiative involving the proposed construction of not more than thirty-eight (38) age-restricted fee-simple single-family semi-detached housing units on Lot 14, Block 11.01, the township determined pursuant to various public meetings where the matter was discussed, as well as, consideration of various reports submitted by the township planner that a further amendment to the adopted redevelopment plan for the Route 130 corridor would be appropriate. This conclusion recognizing (1) the existing pattern of residential development proximate to the site; (2) incompatibility of commercial development possible under the Plan with existing residential use; (3) impact of senior citizen housing as presently permitted on the surrounding neighborhood. The affirmative recommendation for Plan amendment to the township council to allow for the proposed development was determined at the board's May 9, 2005 meeting, subsequent to which a Fifth Amendment to the redevelopment plan was prepared. Ultimately, said amendment, revised to include language indicating that the proposed development would constitute the second and last age-restricted development within the B-1 zone, was considered and recommended for adoption at the board's September 19, 2005 meeting. However, this recommendation was not acted on by township council.

Presently, in recognition of the township's obligation to provide opportunity for the production of housing affordable to families of low and moderate income, the township wishes to enter into a mutually beneficial Developer's Agreement that will cause in the first instance, construction of forty-two (42) units of which eight (8) will be "affordable", and in the second, necessitate amendment of the existing Plan to enable the type construction proposed.

Specific Amendment: In recognition of the existing pattern of residential development proximate to Lot 14, Block 11.01 (single-family detached and townhouses), the incompatibility of commercial development possible under the adopted Plan with said residential uses, and impacts resulting from the potential development of up to a five (5) story multi-family senior housing facility at a maximum density of thirty (30) dwelling units per acre, and opportunity for the construction of housing affordable to families of low and moderate income, the Plan is thusly amended:

- (1) Lot 14, Block 11.01 is eliminated as a location for the siting of senior citizen housing development as conditionally permitted under the Township of Willingboro B-1 zoning classification, made part of the redevelopment plan, subject to the conditions established at Subsection 20-9.1.
- (2) In lieu thereof, and sanctioned as the second and last of the two (2) permitted senior housing developments within the redevelopment zone is the subdivision of said parcel establishing forty-three (43) lots, as depicted on the Conceptual Plan dated June 8, 2007, having a latest revision date of October 15, 2007, prepared by Pettit Associates, LLC, of Turnersville, New Jersey, attached hereto and made a part hereof, allowing for the construction of an age-restricted development comprised of a stormwater management basin parcel, thirty-four (34) market rate single-family semi-detached units, and eight (8) affordable units, being four (4) units each of townhouse

configuration either side of the on-site stormwater management basin as depicted on the aforesaid plan.

Bulk and area requirements specific to this development include a minimum lot area of three thousand (3,000) square feet except that up to seven (7) lots are permitted a of lesser area, but in no case an area less than one thousand nine hundred (1,900) square feet and having a minimum lot frontage of twenty (20) feet, a minimum front yard setback of twenty (20) feet, a minimum side yard setback of zero (0) feet, an aggregate side yard setback of eight (8) feet, other than for interior units within townhouse structures; a minimum rear yard of twenty (20) feet, a minimum ground floor area of nine hundred (900) square feet, a maximum lot coverage of forty-nine percent (49%), and a maximum building height of thirty-five (35) feet. Parking is to be provided in accordance with Table 4.4 of the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et. seq.). All other applicable Federal, state, and Willingboro Township development regulations remain in effect.

Development permitted under the Redevelopment Plan Amendment is conditioned upon adherence to the following:

- a. Limiting the occupancy of any residential units to fee-simple subdivisions of Lot 14, Block 11.01 for senior citizen housing as defined by applicable state and federal legislation and/or by township council as may be legally mandated. Such limitation(s) shall be incorporated in and enforceable by deed restrictions which shall run with the land and be shown on all deeds of record and be made a condition of any site plan approvals and as otherwise determined and enforced by applicable laws, ordinances and regulations.
- b. Ensuring that the affordable units comply with all applicable Council on Affordable Housing (COAH) regulations including but not limited to those regulations concerning pricing, bedroom mix, low/moderate income split, affirmative marketing, and all other COAH and HMFA regulations.
- c. Creation of a Homeowners' Association with bylaws subject to approval by Council which shall be responsible *inter alia* for landscaping and lawn maintenance as well as snow clearance, upkeep of the recreation area and also maintenance and upkeep of effective storm water management facilities.
- d. A portion of the northeasterly corner of the development abuts Lot 13 of Block 5.01 over which a development of up to 450 dwelling units and 35,000 square feet of commercial development is now proposed. A point of pedestrian linkage is to be provided with Lot 13 to enable residents of the project regulated by this plan and residents proximate thereto the opportunity to walk to the commercial component of the adjoining development without having to walk to Route 130 and along same to access said commercial component.

Consistency with Master Plan:

This Fifth Amendment to the Route 130 Redevelopment Plan is consistent with Township of Willingboro Master Plan dated April 14, 1997 to the extent that it is supportive of the Housing Plan Element goal of creating opportunities for the development of varied housing types in part to meet the needs of senior citizens. The amendment is responsive also to said plan element's call to plan for senior citizen housing and service requirements needs. The amendment represents as well an opportunity for application of a recognized technique (inclusionary development) for the provision of housing affordable to families of low and moderate income; said technique specifically identified under the Fair Share Plan as appropriate for employment by the township.

With respect to the Land Use Plan Element goals, the amendment serves to preclude the introduction of incompatible land uses given the types and intensity of development that otherwise could occur and results from the evaluation of the need for senior citizen housing and potential locations for same. More specifically, the amendment is in concert with the call for "age-restricted housing on tracts of land from 5 to 30 acres" within the Route 130 corridor of which the subject parcel is a part by virtue of being within the Route 130 redevelopment area, and addresses the concern of the plan element that "smaller scale senior citizen housing types should be incorporated into existing neighborhoods" which is achieved by compatibility with in particular the abutting multi-family residential development pattern and bulk standards relating thereto.

**DEVELOPER'S AGREEMENT BETWEEN
THE TOWNSHIP OF WILLINGBORO AND KC BUILDERS**

THIS AGREEMENT entered into this _____ day of _____, 2007 between the Township of Willingboro, a municipal corporation, in the County of Burlington, State of New Jersey, having its office at 1 Salem Road, Willingboro, NJ 08046 (hereinafter "Township" or "Willingboro") and KC Builders & Developers, LLC, having an office at 1301 N. Kings Highway, Cherry Hill, NJ 08034 (hereinafter "KC Builders" or "Developer").

WHEREAS, Southern Burlington County N.A.A.C.P. v. Tp. of Mount Laurel, 67 N.J. 151 (1975), cert. denied, 423 U.S. 808, 96 S.Ct. 18, 46 L.Ed.2d 28 (1975) ("Mount Laurel I") and Southern Burlington County NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") require municipalities to refrain from using their zoning powers to economically discriminate against the poor; and

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the regulations adopted by the Council On Affordable Housing (hereinafter "COAH"), and other applicable laws require all New Jersey municipalities to create a realistic opportunity for the provision of low and moderate income housing (hereinafter "affordable housing"); and

WHEREAS, it has been determined that, despite the fact that the Township is comprised of a high percentage of low and moderate income households, the Township must address its affordable housing responsibilities under the Mount Laurel case, the Fair Housing Act, the regulations of COAH and other applicable law ; and

WHEREAS, to address part of its affordable housing responsibilities, the Township and KC Builders have conducted several discussions with regard to the development of a site known as 36 Rose Street, Block 11.01, Lot 14 on the Tax Map of the Township of Willingboro, which contemplates the construction of thirty-four ("34") age restricted market rate single-family semi-detached units, and eight ("8") age-restricted units which will be affordable to certified low and moderate income households; and

WHEREAS, the Township and KC Builders have reached a mutually-beneficial agreement which will satisfy part of the Township's affordable housing obligation; and

WHEREAS, the parties have negotiated in good faith and have committed to continue to collaborate to assure that this beneficial project will actually be developed; and

WHEREAS, KC Builders will assure that the affordable units comply with all applicable regulations of COAH including but not limited to those regulations concerning pricing, bedroom mix, low/moderate income split, affirmative marketing, and all other applicable COAH and HMFA regulations; and

WHEREAS, the subject property is "suitable" as that term is defined in COAH's regulations; and

WHEREAS, the parties have developed a Concept Plan for the proposed inclusionary development, attached hereto as Exhibit A; and

NOW, THEREFORE, be it agreed as follows:

I. Purpose of Agreement

The purpose of this agreement is to create a realistic opportunity for the construction of eight units of housing affordable to low and moderate income households.

II. Obligations of the Township

1. The Township shall amend its redevelopment plan to enable Developer to develop the subject property as an age-restricted project in the manner set forth in the Concept Plan and shall enter into a Redeveloper's Agreement to ensure the Redeveloper develops the property in accordance herewith.

2. The Township shall support Developer's exemption from the scarce resource restraint.

III. Obligations of Developer

1. Assuming Developer secures the right to construct 42 age-restricted units on the subject property, Developer shall reserve eight of the units as affordable units for low and moderate households. If Developer secures the right to construct fewer than 42 units, Developer shall maintain a set-aside of at least 20 percent.

2. Developer shall sell the affordable units.

3. Developer shall take all necessary steps to make the units creditworthy under COAH regulations and other applicable laws and to maintain the creditworthiness of the units. Such steps shall include, but not be limited to complying with COAH regulations on the pricing of the affordable units, affirmatively marketing the units, making sure the units are properly deed restricted and complying with other applicable regulations and COAH requirements.

4. As noted, Developer shall record deed restrictions on all eight ("8") affordable units in conformance with all relevant COAH regulations and the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26 et. seq. Said controls on affordability shall be in effect for a period not less than 30 years.

3. Developer agrees to bear all expenses the Township may reasonably incur in retaining an administrator to deed restrict the eight affordable units and maintaining the deed restrictions on the eight units. In the event the Township has not identified and appointed an administrator at the point that Developer secures Certificate of Occupancy for any of the eight affordable units, Developer shall select an administrator acceptable to the court and bear all costs associated with the administration of the deed restrictions on the eight affordable units including, but not limited to deed restricting the units in the first

instance, affirmatively marketing the units, and any other such administrative tasks as may be necessary to ensure that the Township secures credit and maintain credit for all eight affordable units.

4. In addition, Developer agrees to maintain the aesthetics of the eight ("8") affordable units in keeping, with the balance of the project.

IV. General Conditions

1. This agreement is subject to the Court's release of Developer from the scarce resource restraint, from which the parties shall jointly seek judicial relief.

2. An essential and non-severable provision of this agreement is (a) that the Court approves this agreement; (b) that the Court rules that in any evaluation of the defendants' satisfaction of its fair share, it shall be deemed that defendants have satisfied 8 units of the Township's fair share responsibility or such lower number as produced by the following formula: $8/42 \times \text{Number of units approved} = \text{Number of Affordable Units Developer Must Reserve as Affordable Units}$; and (c) that the Court further rules that a growth share obligation shall not be attributable to the market units in this project.

3. In the event that either party fails to perform any of the duties addressed in this Agreement, the parties shall have a right to make application with the Court to void the agreement and to seek any relief available in law or equity.

4. Any Planning Board or Township Council approval shall be subject to full compliance with this Agreement as an essential and nonseverable condition of the approval.

5. Developer shall have the right to declare this agreement null and void and of no further force and effect in the event that any municipal approving authority of the Township fails to approve an application made pursuant to this Agreement within 120 days from the date that such application is deemed complete pursuant to the provisions of the Municipal Land Use Law, provided that Developer pursues said approvals with reasonable diligence. In the event that the application for the development of the proposed project is reasonably rejected or denied by any land use board or the governing body of the Township, this Agreement shall be null and void *ab initio*. Nothing in this agreement shall restrict Developer from utilizing its right to review or appeal any decisions of the Township or its land use boards relevant to this project.

6. The parties shall continue to exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement.

7. The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the subject property which is the subject of this Agreement. This Agreement may be enforced by any of the parties, and their successors and assigns, as herein set forth.

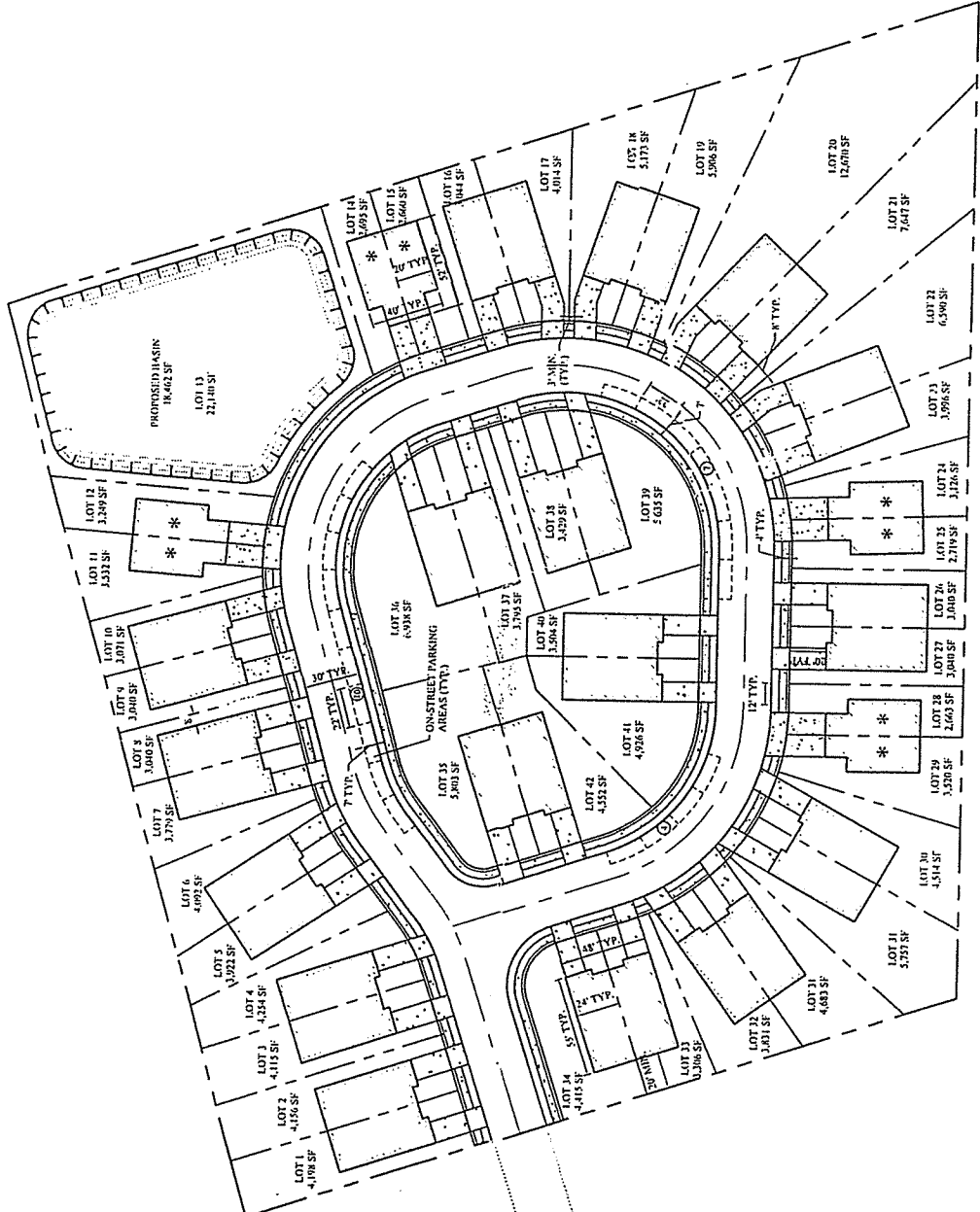
8. This Agreement has been fully negotiated, reviewed and drafted by all parties hereto and their respective attorneys. Accordingly, the common law presumption of resolving ambiguities against the drafter shall not apply.

EXHIBIT A
CONCEPT PLAN

ZONING DATA

REQUIREMENT	REQUIREMENT DESCRIPTION	REQUIREMENT VALUE
MIN. LOT AREA	MIN. LOT AREA	20,000 SF
MIN. FRONT YIELD	MIN. FRONT YIELD	20%
MIN. SIDE YIELD	MIN. SIDE YIELD	20%
MIN. REAR YIELD	MIN. REAR YIELD	20%
MIN. FRONT SETBACK	MIN. FRONT SETBACK	20 FT
MIN. SIDE SETBACK	MIN. SIDE SETBACK	20 FT
MIN. REAR SETBACK	MIN. REAR SETBACK	20 FT
MIN. FRONT ELEVATION	MIN. FRONT ELEVATION	10 FT
MIN. SIDE ELEVATION	MIN. SIDE ELEVATION	10 FT
MIN. REAR ELEVATION	MIN. REAR ELEVATION	10 FT
MIN. FRONT FLOOR AREA	MIN. FRONT FLOOR AREA	10,000 SF
MIN. SIDE FLOOR AREA	MIN. SIDE FLOOR AREA	10,000 SF
MIN. REAR FLOOR AREA	MIN. REAR FLOOR AREA	10,000 SF
MIN. FRONT FLOOR AREA PER UNIT	MIN. FRONT FLOOR AREA PER UNIT	10,000 SF
MIN. SIDE FLOOR AREA PER UNIT	MIN. SIDE FLOOR AREA PER UNIT	10,000 SF
MIN. REAR FLOOR AREA PER UNIT	MIN. REAR FLOOR AREA PER UNIT </td <td>10,000 SF</td>	10,000 SF
TOTAL GROSS FLOOR AREA	TOTAL GROSS FLOOR AREA	1,000,000 SF
TOTAL GROSS FLOOR AREA PER UNIT	TOTAL GROSS FLOOR AREA PER UNIT	10,000 SF

* DENOTES PROPOSED AFFORDABLE UNIT (U) TOTAL



* DENOTES PROPOSED AFFORDABLE UNIT (U) TOTAL



Pettit Associates, LLC
Engineers - Planners

11111 Main Street, Suite 100
Overland Park, Kansas 66204
Tel: 913.241.1111
Fax: 913.241.1112
www.pettitassociates.com

**SITE PLAN FOR KC BUILDERS
BLOCK 11.01, LOT 14, PLATE 67**

DATE: 08/14/2014
DRAWN BY: J. B. BERRY
CHECKED BY: J. B. BERRY
SCALE: AS SHOWN

CONCEPTUAL PLAN

1 OF 1

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

A Limited Liability Company
Counselors at Law

Jeffrey R. Surenian, Esq. - Member
Email - JRS@Surenian.com

Brielle Galleria
707 Union Avenue, Suite 301
Brielle Borough, New Jersey 08730
Phone: (732) 612-3100
Fax: (732) 612-3101
www.Surenian.com

Michael A. Jedziniak, Esq.
Email - MAJ@Surenian.com

Erik C. Nolan, Esq.
Email - EN@Surenian.com

Nancy L. Holm, Esq.
Email - NLH@Surenian.com

June 27, 2008

VIA REGULAR MAIL

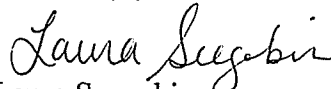
Marie Annese, Clerk
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

RE: Willingboro Township

Dear Marie,

Enclosed please find your original, Exhibit A, Site Plan for KC Builders, Block 11.01, Lot 14, Plate 67. Thank you very much for sending it over.

Very truly yours,


Laura Seegobin

LS/lob
Enclosure

RECEIVED
JUN 30 2008
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

RESOLUTION NO. 2007 - 170

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO DIRECTING THE PLANNING BOARD TO PREPARE AN RECOMMENDATION, AMENDMENT OR REVISION TO THE REDEVELOPMENT PLAN FOR BLOCK 11.01 LOT 14 IN THE REDEVELOPMENT ZONE PURSUANT TO N.J.S.A. 40A:12A-7.

WHEREAS, the Township's designated Redevelopment area includes Block 11.01 and Lot 14 according to Ordinance 2003-1; and

WHEREAS, the KC Builders and Developers have made application to the Township of Willingboro for the approval of an amendment to the Redevelopment Plan from a B-1 zone to develop the parcel as a residential zone or R-1A; and

WHEREAS, the Township Council hereby refers the KC Builders and Developers application to the Willingboro Township Planning Board for review and directs the Planning Board to prepare a proposed recommendations, amendments or revisions to the Redevelopment Plan for the designated redevelopment area, pursuant to N.J.S.A. 40A:12A-7(f); and

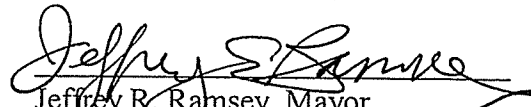
WHEREAS, after completing its review, the Planning Board shall transmit a resolution containing its proposed recommendations, amendments or revisions to the Township Council for consideration in accordance with N.J.S.A. 40A:12A-7(f); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27 day of November, 2007, that the Township of Willingboro hereby directs that the Planning Board prepare proposed recommendations, amendments or revisions to the Redevelopment Plan for Block 11.01 and Lot 14 in the redevelopment area, as per KC Builders and Developer's application, subject to and provided said recommendations, proposed amendments or revisions are made in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to KC Builders and Developers for their information and attention.



Marie Annese, RMC
Township Clerk


Jeffrey R. 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"/>			

RESOLUTION NO. 2007 - 171

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO DIRECTING THE PLANNING BOARD TO PREPARE AN RECOMMENDATION, AMENDMENT OR REVISION TO THE REDEVELOPMENT PLAN FOR BLOCK 5.0, LOTS 5 and 13 IN THE REDEVELOPMENT ZONE PURSUANT TO N.J.S.A. 40A:12A-7.

WHEREAS, the Township's designated Redevelopment area includes Block 5.0 and Lots 5 and 13 according to Ordinance 2003-1; and

WHEREAS, the Atlantic Delta Corporation have made application to the Township of Willingboro for the approval of an amendment to the Redevelopment Plan from a B-1 zone to develop the parcel as a residential zone or R-1A; and

WHEREAS, the Township Council hereby refers the Atlantic Delta Corporation application to the Willingboro Township Planning Board for review and directs the Planning Board to prepare a proposed recommendations, amendments or revisions to the Redevelopment Plan for the designated redevelopment area, pursuant to N.J.S.A. 40A:12A-7(f); and

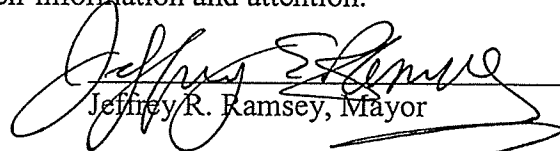
WHEREAS, after completing its review, the Planning Board shall transmit a resolution containing its proposed recommendations, amendments or revisions to the Township Council for consideration in accordance with N.J.S.A. 40A:12A-7(f); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of November, 2007, that the Township of Willingboro hereby directs that the Planning Board prepare proposed recommendations, amendments or revisions to the Redevelopment Plan for Block 5.0 and Lots 5 and 13 in the redevelopment area, as per Atlantic Delta Corporation's application, subject to and provided said recommendations, proposed amendments or revisions are made in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to Atlantic Delta Corporation for their information and attention.



Marie Annese, RMC
Township Clerk


Jeffrey R. Ramsey, Mayor

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

THE PROPOSED CHANGES TO THE REDEVELOPMENT PLAN AS IT RELATES TO
BLOCK 5.01, LOTS 5 and 13

Township of Willingboro

In the County of Burlington

State of New Jersey

November 22, 2007 (Revised)

Prepared by:

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, New Jersey 08033

Craig F. Remington, P.L.S., P.P.
Vice President
License #LI01877

George R. Stevenson, Jr., P.P., AICP
License #LI05487

N.B. The original of this document was signed and sealed in accordance with N.J.A.C. 13:41-1.3.b.

AMENDMENT

John L. Miller
[Signature]

Willingboro, Burlington County, New Jersey Route 130
in the first instance, implement a settlement achieved with Atlantic
Montgomery, Inc., a New Jersey Corporation trading as Weiss Properties by
Township of Willingboro and the Planning Board of the Township of Willingboro allowing
for an inclusionary development over approximately forty (40) acres comprising Lots 5 and
13 of Block 5.01, consisting of not more than 450 dwelling units over approximately 28
acres and a minimum of 35,000 square feet of commercial development, inclusive of
canopy area, over approximately 12 acres as set forth on the concept plan dated _____,
2007, attached hereto and made a part hereof; in the second instance, provide
development standards which supersede those currently applicable under the current
redevelopment plan. The amendment set forth herein is in full compliance with the
settlement agreement between the parties dated _____, 2007.

Background:

The Township Council of the Township of Willingboro, by adoption of Ordinance 1998-4 of May 5, 1998, later amended by adoption of Ordinance 2003-1 of April 8, 2003 declared the easterly side of Route 130 extending northward from the Pennypacker Drive to the shared boundary with Burlington Township an area in need of redevelopment pursuant to the provisions of the New Jersey Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) and adopted a plan for the redevelopment of said area, which incorporated the standards for the B-1 Primary Business District. Thereafter, Township Council authorized the Planning Board, via Resolution 2003-85, to study various parcels for redevelopment eligibility adjacent, and in close proximity to, the easterly segment of the Route 130 corridor extending south from Pennypacker Drive to the Rancocas Creek. Pursuant to the conduct of a public hearing and consideration of a report prepared by Remington & Vernick Engineers, dated July 2003 and titled "Preliminary Investigation and Redevelopment Plan, Willingboro Township, Burlington County, New Jersey, the board recommended that the parcels more specifically identified below be declared an area in need of redevelopment and further recommended adoption of the accompanying redevelopment plan.

Acting on the Planning Board's recommendation, Township Council adopted Ordinance 2003-5, formally declaring the following parcels to be in need of redevelopment: Block 5.01, Lots 1, 2, 3, 4, 5, and 13; Block 8, Lots 1, 2.01, 2.02, 3.01, 3.02, and 4; Block 11.01, Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13.01, 13.02, and 14; Block 12, Lot 1; Block 13, Lots 2.01, 2.02, and 5; Block 14, Lots 1, 2, 3, and 4; Block 15, Lots 1,2, 3, and 4, Block 35, Lot 1. This legislation resulted in the entirety of the Township's Route 130 frontage as being within a redevelopment zone and with some modification subject to the requirements established under the original redevelopment plan.

Plaintiff, Atlantic Delta Corp filed an exclusionary lawsuit pursuant to a case commonly referred to as Mount Laurel II. The parties have entered an interim settlement to the

litigation on the basis of the developer reserving a percentage of units in the project as affordable units. The Court appointed Elizabeth C. McKenzie, P.P., P.A. as Special Master. She has facilitated the parties efforts to amicably resolve their litigation.

In the process of working toward resolution, the township recognized that various development standards applicable to the Route 130 Redevelopment Zone were in need of enhancement to ensure an efficient and aesthetically pleasing development that would best integrate with the township vision for the 130 corridor, and provide, as well, various recreation opportunities. These enhanced development standards are set forth in the following section.

Specific Amendment:

The following are development standards for regulation of development over block 5.01, lots 5 & 13 and supersede those of the underlying B-1 Primary District Zoning in recognition of the need to facilitate the production of affordable housing in the proposed development.

(A) Permitted Uses

The principal uses established for the B-1 Primary Business District are permitted other than for motor vehicle service stations, except that fueling stations under canopy may be provided where the fueling of automobiles and light commercial vehicles is a major component of, and is provided in conjunction with, the operation of a convenience store. Uses set forth infra not specifically enumerated under the B-1 Primary Business District are also permitted:

- a. Retail
- b. Mixed Use Development of the Above Commercial Uses
- c. High Density Multifamily Development to include Townhomes, Garden Apartments, Mid-Rise 3 Story Apartment Buildings
- d. Professional – Administrative Services

Permitted Accessory Uses

- a. Permitted accessory buildings and structures in the B-1 zone, subject to the provisions of Section 20-6.6b.
- b. Off-street parking areas, garages and sheds
- c. Recycling and solid waste collection areas
- e. Recreation facilities and buildings
- e. Fences, in accordance with Chapter 22 of the Township Code of the Land Development Ordinance

- f. Signs, in accordance with the provisions of Ordinance 2003-1
- g. Temporary construction trailers and structures, provided such buildings are removed upon completion or abandonment of the construction work
- h. Satellite dishes, antennae, and solar energy panels
- i. Stormwater management facilities
- j. Home occupations subject to the provisions of Section 20-9.2 of the Land Development Ordinance
- k. Other customary incidental uses

(B) Area and Bulk Standards (See Note 1)

	Residential	Commercial
Maximum number of units	450	N/A
Minimum square footage of commercial development	N/A	35,000 square feet*
Minimum tract area	25 acres	10 acres
Minimum tract frontage	800 ft	435 ft
Minimum tract depth	700 ft	N/A
Building Setback From Dedicated Streets	50 ft	25 ft
Setback From Property Lines Not Abutting Streets	20 ft	N/A
Parking Setback from Street Right-of-Way	25'	5' **
Maximum Impervious Coverage	70%	90%
Building Height	3 stories, 45 ft	3 stories, 45 ft
Minimum Open Space Set-Aside	30%	N/A
Minimum Building setback from interior street or parking area	10 ft	N/A
Maximum dwelling units per structure	24	N/A
Minimum spacing between buildings	20 ft	20 ft
Minimum interior storage space	200 cubic feet	N/A

- *Except that the minimum square footage may be reduced by ten percent (10%) if necessary to accommodate recreation amenities.
- **Except along Route 130 where a minimum setback of fourteen (14) feet is required.

Note 1: In the event the stormwater management basins depicted on the concept plan have /to be larger to satisfy applicable New Jersey Department of Environmental Protection

requirements, said circumstance notwithstanding shall not be construed as to require reduction or modification of the density and bulk requirements set forth herein.

(C) General Provisions

1. Subdivision Requirements

Subdivision and site plan applications shall conform with the submission requirements being drafted pursuant to Page 11, Paragraph 28(e) of the Settlement Agreement which requirements shall become part of the proposed amendment to the Redevelopment Plan.

2. Adoption of Residential Site Improvement Standards. The Residential Site Improvement Standards (R.S.I.S.) adopted by the State of New Jersey under N.J.S.A. 40:55D-40.4 and N.J.A.C. 5:21-1 through 5:21-8 are applicable for the both the residential and commercial components of the proposed development.
3. Outdoor Storage. Products, materials, supplies, equipment, goods or other items are prohibited from being stored or displayed outside the confines of any building or permanent structures except for restaurant outdoor seating, approved garden centers sales areas and areas used for temporary seasonal outdoor sales. Permanent trailers or storage containers are prohibited on any property within the development.
4. Integration of Affordable Units. Units affordable to families of low and moderate income as defined by the New Jersey Council on Affordable Housing (COAH) are to be integrated with the market rate units. Notwithstanding the above, affordable units are not required to be located in every residential building.

(D) Circulation

1. Vehicular Circulation.

- a. Residential street design. Streets within the residential component are to be designed to a street classification set forth under the New Jersey Residential Site Improvement Standards (R.S.I.S.) N.J.A.C. 5:21-1 Et seq.
 - i. One (1) point of ingress/egress is permitted per each development component (residential/commercial) along Route 130. A divided entrance drive is to be provided for the residential component through at least the first point of intersection with an interior roadway or parking area drive entrance. Said design is to provide a curbed landscaped median having a minimum width of four (4) feet.
- b. Other street design standards. Any other street constructed pursuant to New Jersey Department of Transportation direction is to be designed to standards found acceptable to said agency.

- c. Ingress and Egress to Parking Areas. Two entrance drives on one public street are permitted for lots or premises with frontage in excess of 300 feet, up to a maximum of three per development.
 - i. Minimum drive entrance width on the roads with lesser than a 39 mile per hour (mph) speed limit is twenty-two feet (22') for a one-way driveway and twenty-five feet (25') for a two-way driveway; twenty-two (22') feet and thirty (30') feet respectively on roads having a greater than 39 mph speed limit.
2. Pedestrian Circulation. Pedestrian facilities should be convenient, attractive, and safe. A comprehensive network of pedestrian facilities which may be in the form of sidewalks, pathways, and alleys that effectively link buildings and recreation uses is to be provided.
 - a. Sidewalks. Where provided, sidewalks are to be a minimum of four (4) feet in width and barrier free.
 - b. Crosswalks. Decorative pavement treatments are to be provided at interior crosswalks and at all points of vehicular access to each development component.
3. Connectivity with Adjoining Residential Development. A portion of the southwesterly corner of the residential component abuts Lot 14 of Block 11.01 for which the Route 130 Redevelopment Plan, via a plan amendment, allows for the development of a forty three (43) lot subdivision for the construction of forty two (42) single-family semi-detached twin units with a stormwater management basin. Pedestrian linkage is to be provided with Lot 14 so to enable residents of this future subdivision and residents proximate thereto the opportunity to walk to the commercial component of the development regulated by this plan, which absent connection would require walking to Route 130 and along said highway for access to the commercial area.

(E) Parking and Loading

1. Minimum number of parking spaces. Residential parking is to be provided in accordance with R.S.I.S. Table 4.4. At least 1 parking stall dedicated to each unit is to be situated within 150 feet of the unit entry door. The second parking space for each residential unit may not be more than 200 feet from the entry door of the unit. Parking servicing nonresidential uses is to be provided at a rate of five (5) stall per one thousand (1,000) square feet of gross floor area devoted to patron use.
2. Minimum parking setback. A minimum setback of twenty-five feet (25') is to be provided from U.S. Route 130; five feet (5') from other streets or interior property lines.

3. Parking aisle dimensions. The parking aisle should be a minimum of twenty-two (22') feet for a one-way aisle and twenty-four (24') feet for a two-way aisle where ninety degree parking is provided.
4. Parking stall dimensions. Parking stalls are to have minimum dimensions of nine feet (9') in width and by eighteen feet (18') in length.
5. Maximum number of parking spaces. The number of parking spaces is not to exceed 105% of the minimum number of parking spaces as required herein.
6. Parking Area Pavement. Parking area pavement throughout the development is to consist of a 1.5" surface course over a 3.0" asphalt concrete base over 6.0" dense graded aggregate base unless CBR testing reveals the need for a more substantial or less substantial cross section. Heavy duty pavement is to be provided in all loading/unloading areas.
7. Loading area requirements. Every commercial use containing at least 5,000 gross square feet of floor area is to provide and permanently maintain adequate space for the standing, loading and unloading of material or merchandise, notwithstanding said requirement alternate provisions may be considered dependent upon use. Loading areas are to have minimum dimensions of twelve feet (12') in width by thirty-five feet (35') in length and have a vertical clearance of fourteen (14) feet. One (1) such area is to be provided for each 20,000 square feet of floor area or portion thereof.
8. Shopping Cart Uses. Collection points are to be evenly dispersed throughout the parking area which is designed to serve the commercial use which utilizes shopping carts for the carrying of goods. The collection points are to be curbed to delineate and separate the parking area from the collected shopping carts and should be designed as to not impede the vehicular or pedestrian circulation pattern. Collection points are to have a minimum capacity of twenty (20) shopping carts. Collection points will be designated by no more than one sign per area with two faces, pole mounted. A corral is to be provided with a canopy or roof structure.

(F) Open Space and Recreation

1. Open space dedication. Thirty percent (30%) of the residential property must be dedicated to open space. Wetlands, stormwater management basins, and slopes may be considered open space. The minimum size for any dedicated open space area is five hundred (500) contiguous square feet.
2. Usable recreation area. Ten percent (10%) of the open space must be usable recreation space for passive and/or active recreation.
3. Recreation amenities. A clubhouse/community center having a minimum floor area of three thousand (3000) square feet is to be provided to enable year-round indoor recreation opportunity. Outdoor recreation amenities, to include a tot lot, are to be provided on the same parcel as the clubhouse/community center.

4. Recreation path. A recreation path is to be provided outside the perimeter of the wetlands and wetlands transition area and connect with stormwater management basins. Said path is to be linked to the clubhouse/community center and should have multiple points of access and in a meandering fashion originate and terminate at the clubhouse/community center.

(G) Landscaping and Buffering

1. Landscaping may include ground cover, evergreen and deciduous trees, shrubs, berms, fencing, and naturally occurring features such as wetlands.
 - a. Trees are to be set back a minimum of ten (10) feet from utilities including overhead wires or underground systems.
 - b. All disturbed areas that are to be vegetated are to be covered with a minimum of four (4) inches of topsoil. Topsoil disturbed in the course of development is not to be removed from the site and is to be stored for redistribution unless it is determined by the final grading plan that the amount of topsoil necessary for redistribution is less than the amount disturbed, then the excess topsoil may be removed from the site.
 - c. All plantings are to be of nursery stock and installed in accordance with the minimum quality standards as defined by the American Association of Nurserymen in the most recent edition of "American Standard for Nursery Stock".
 - d. Plantings no longer viable are to be replaced within the next growing season.
2. Landscaping area along U.S. Route 130. Along the corridor, a twenty foot (20') wide landscaped area is to be provided; the developer shall have the right to reduce said dimension where the commercial component parking abuts Route 130 to that of the provided parking setback. Specific to the Route 130 frontage of the residential component, berming which does not have to be of a continuous nature is to be provided; said berms should be meandering vertically and horizontally so to affect a naturalistic landscape. Berms are to have a minimum height of 36" with evergreen and deciduous trees and shrubs thereon so to result in a year-round effective screen. Relative to the Route 130 frontage of the commercial component, planting beds are to be installed having therein plant materials not exceeding a height of thirty six (36) inches.
3. Parking lot islands. Each off-street parking area is to have islands with a minimum area equivalent to one (1) parking space per every twelve (12) spaces landscaped with approximately one-half said area having shrubs no higher than three (3) feet and the other half having trees with branches no lower than seven (7) feet. Such landscaped areas are to be distributed throughout the parking area in order to provide shade and break the view of parked cars in a manner not impairing visibility.

- a. Landscaped islands containing any combination of trees and shrubbery and complying with the aforementioned height restrictions are to be provided at the end of each row of parking spaces provided for non residential use.
 - b. All landscaped islands are to be protected with concrete curbing.
4. Loading area screening. Raised loading areas, if provided, are to be screened sufficiently to obscure the view of same as well as the loading vehicles from any public street, adjacent uses, or on-site parking areas throughout the year. Such screening is to be by extension of the building, a fence, berm, wall, evergreen planting, or combination thereof.
 - 5.. Waste management screening. Trash and recycling areas are to be buffered by evergreen trees having a minimum height of six (6) feet at time of installation.
 6. Basin area screening. Stormwater management basins are to be fenced with split rail fencing, vinyl rail fencing with vinyl coating wire mesh backing, or black non-climbable chain link fencing. Said fencing is to be a minimum height of four (4) feet.
 7. Buffering. A buffer having a minimum width of five (5) feet is to be provided to screen parking and traffic circulation from street view. Where said areas abut or are across the street from residential uses, said width is to be increased to ten (10) feet.
 8. Street trees. Street trees are to be provided on each side of streets at a maximum interval of fifty (50) feet.
 9. Planting materials. Planting materials installed throughout the development are to be selected from the Township's list of preferred materials.

(H) Lighting

1. Street Lighting. For the residential component, street lighting is to be installed prior to the issuance of any certificate of occupancy, along all roadways and/or traffic circulation areas necessary to ensure at least one route of illuminated access for any occupied structure.
 - a. Pole-mounted street luminaries are to be installed on one side of the street at 300-foot intervals, unless the presence of vertical and/or horizontal curves necessitate a closer interval.
 - b. All exterior lights are to be designed, located, installed and directed to prevent objectionable light and glare across property lines above a 90 degree, horizontal plane.
 - c. The preferred source of all lighting is high pressure sodium lamps and fixtures.

- d. Shielding and/or cutoff optics are to be provided in all installations.
 - e. Searchlights and laser lights used for advertising or entertainment are prohibited.
2. Glare. All lighting is to be shielded to prevent glare from drivers or pedestrians, light trespass beyond the property line and light above the 90 degree horizontal plane.
 3. Downlighting. External luminaries are to promote downlighting and a dark sky condition.
 4. Standards for illumination. The minimum level of lighting in any portion of the parking lot should not be less than 0.25 footcandles. The average horizontal illumination level of lighting within the parking lot should be not less than 0.50 footcandles nor greater than 2.0 footcandles. The maximum level of lighting in any portion of the parking lot should be no greater than 3.0 footcandles except directly under light fixtures where a maximum of 10.0 footcandles is permitted other than for the commercial component parking areas where the maximum permitted value may be increased to 20.0 footcandles.

The minimum level of lighting along any portion of a walkway not part of a parking lot should be not less than 0.50 footcandles. The maximum level of lighting along any portion of a walkway not part of a parking lot should not be greater than 3.0 footcandles. Lighting is not required along any recreational walkways.

- a. Maximum illumination level over any property line is not to exceed 0.25 footcandles other than at points of ingress/egress.
- b. The maximum mounting height of exterior lighting should conform to the following schedule:

Building Height (feet)	Maximum Fixture Mounting Height (feet)
Up to 24	14
25 to 34	20
35 or greater	25

(I) Solid Waste Management

1. Trash and recycling enclosures are to be of masonry construction with walls not less than six feet (6') or more than eight feet (8') in height and must be compatible with the architectural scheme of the development.
2. The trash enclosure is to provide a side entry feature.
3. The trash enclosure gates are to be constructed with solid panels.

(J) Signage

Signs. Signs permitted throughout the development area are as provided for under Ordinance 2003-1.

(K) Architectural Design Guidelines

Design guidelines applicable to the residential component of the development are to incorporate the architectural standards set forth below:

1. Maintenance of architectural theme. Building construction is to be in accordance with an overall architectural theme to be achieved through the employment of compatible facades, roof lines, architectural fenestrations and design elements.
2. Building facades. Building facades are to have varying setbacks and be segmented with at least three (3) architectural features such as overhangs, recesses, projections, molding. Canopies or porticos, raised cornice parapets and other similar features. Nothing herein is intended to generate a greater requirement than what is depicted on the final settlement agreement renderings. Façade recesses or projections should result in a minimum off-set of two (2) feet from the building wall.
3. Color tone. Exterior walls and roofs should be composed of non-reflective neutral, subtle earth tones.
4. Roof type. Residential structures are to have gable and/or hip roofs. Non Residential structures may have gable, hip, or flat roofs.
5. Equipment Screening. Rooftop mechanical and electrical equipment should be screened from view of dwelling units and parking/traffic circulation areas.
6. Maximum units per structure. The maximum number of units per building is limited to twenty four (24) units.
7. Maximum building length. The maximum building length is limited to two hundred (200) feet.
8. Dwelling unit width and floor area. Market dwelling units are to have minimum width of 20 feet and have a minimum gross floor area of at least 900 square feet.

Compliance with consent order: Full compliance with a Consent Order, dated ___ between (i) Atlantic Delta Corporation and (ii) the Township of Willingboro and the Planning Board for the Township of Willingboro shall be an essential and non-severable condition of every development approval pursuant hereto.

(L) Implementation of Redevelopment Plan

Redeveloper Obligations. The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the redevelopment plan. Until the completion of the improvements, the redeveloper will not be permitted to sell, lease or otherwise transfer or dispose of property within the redevelopment area without the prior written consent of the redevelopment entity, which will not be unreasonably withheld or delayed. It is recognized that Atlantic Delta at Montgomery Inc., a New Jersey corporation, has previously conveyed its interest to Willingboro Associates LLC, which is a non-arms' length transaction. Any subsequent non-arm's length transaction shall also not require approval. Upon completion of all of the improvements within the redevelopment area and upon inspection and verification by the redevelopment entity, a certificate of completion shall be issued to the redeveloper and the conditions determined to exist at the time the area was determined in need of redevelopment shall be deemed to no longer exist. The ordinance contained in the redevelopment plan shall however remain in full force and effect.

Once a certificate of occupancy has issued, no further written consent by the redevelopment agency of a sale or lease shall be required to be granted for the building or buildings for which a certificate of occupancy has issued.

Site Plan and Redevelopment Applications. In the execution of this redevelopment plan amendment, it should be noted that development and subdivision within the area shall be governed by the requirements set forth under the applicable development regulations of the Township of Willingboro. Redevelopment activities shall be in conformance with the adopted redevelopment plan which may be amended from time to time in accordance with law. Site plan review shall be conducted by the Planning Board of the Township of Willingboro, pursuant to the provision of the Municipal Land Use Law N.J.S.A. 40:55D-1 et. seq.

Land Acquisition: Under Section 40A:12A-7.a.(4) of the Local Redevelopment and Housing Law, properties proposed for acquisition are to be identified. No properties regulated by this redevelopment plan amendment are subject to acquisition as the lands over which development is contemplated are owned by the redeveloper.

Relocation Assistance: Lands regulated by this redevelopment plan amendment are vacant, unimproved.

Equal Opportunity: The land within the project area shall not be restricted on the basis of race, creed, color, or national origin in the sale, use, lease, or occupancy thereof.

(M) General Provisions

Deviations from the Redevelopment Plan: The planning board may review and retain jurisdiction over applications requiring relief for deviations, other than with respect to those circumstances as specified under N.J.S.A. 40:55D-70(d), from this redevelopment plan amendment or other applicable Willingboro Township development ordinances. Thus, an amendment to the redevelopment plan shall not be necessary if the selected redeveloper(s) or property owner desires to deviate from the bulk provisions set forth in this redevelopment plan amendment or pertinent sections of the township's

development ordinance or from the design standards set forth in this redevelopment plan amendment or other township development ordinances. All requests for such relief shall be made to the planning board accompanied by a complete application for development as otherwise required by township ordinance. Decisions on such requests shall be made in accordance with the legal standards set forth in N.J.S.A. 40:55D-70c. in the case of requests for relief from zoning standards, and in accordance with the legal standards set forth in N.J.S.A. 40:55D-51 in the case of requests for relief from design standards.

Amendment to Zoning District Map: This redevelopment plan amendment supersedes the use as well as the bulk and area provisions of the prevailing B-1 Primary Business District zoning. Where a redevelopment plan supersedes existing development regulation, the ordinance adopting the plan is to contain a specific provision for the amending of the zoning district map (C.40A:12A-7.c).

Amendments to the Redevelopment Plan: This plan amendment may be amended from time to time upon compliance with the requirements of the redevelopment law. No amendment to this plan amendment shall be approved without a review by the planning board at a public meeting, and ordinance adoption by the township council. No ordinance altering the rights of any of the parties to the Settlement Agreement shall be adopted without either written consent of all parties to the amendment or a Court Order approving the amendment as not contrary to the purpose and terms of the Settlement Agreement.

(N) Consistency Statements:

Consistency with Master Plan: This Sixth Amendment to the Route 130 Redevelopment Plan is consistent with Township of Willingboro Master Plan dated April 14, 1997 to the extent that it is supportive of redevelopment of the Route 130 corridor, an activity identified in the Land Use Plan Element as being a "high priority." The proposed development is also in concert with said plan element in that it results in mixed use development being the type of development encouraged along the corridor on tracts having an area of at least thirty (30) acres.

Relative to the Housing Plan Element, the amendment represents an opportunity for application of a recognized technique (inclusionary development) for the provision of housing affordable to families of low and moderate income; said technique specifically identified under the Fair Share Plan as appropriate for employment by the township.

Relationship to Municipal Development Regulations:

N.J.S.A.40A:12A-7c., of the LRHL requires that "[t]he redevelopment plan shall describe the relationship to pertinent municipal development regulations as defined in the 'Municipal Land Use Law,' P.L. 1975, c.291 (C.40:55D-1 et seq.)."

N.J.S.A. 40A:12A-7c. provides that the Redevelopment Plan shall either supersede applicable provisions to the development regulations of the municipality or constitute an overlay zoning district within the Redevelopment Area. It is the intent of the Governing

Body that this Redevelopment Plan, including specifically the MXD standards and requirements, shall supersede all provisions of the development regulations of Willingboro. Accordingly, the ordinance adopting the Redevelopment Plan shall contain an explicit amendment to the zoning district map included in the zoning ordinance. The zoning district map as amended shall indicate that The Property is governed by the Redevelopment Plan.

The ordinance on Pages ___ to ___ of this Plan is an integral part of this Redevelopment Plan, specifying the Requirements for the MXD District which will be the zoning and land use standards pursuant to which The Property will be developed.

Relationship to County Master Plan: Burlington County has not adopted a county master plan. The county has however adopted the Route 130/Delaware River Corridor Strategic Plan which has been endorsed by the State Planning Commission. The redevelopment plan amendment is consistent with the aforementioned strategic plan in that the site is situated within the Linear Commercial/Services/Industrial/Residential Redevelopment Node No.8 for which the opportunity for higher density residential development is recognized as well as the potential for redevelopment allowing for a “diverse mix of commercial, services, industrial and residential activities.”

Relationship to Master Plans of Contiguous Municipalities: The relationship of the proposed development to that of the master plans of the Townships of Burlington and Delran to the north and south respectively along the Route 130 corridor and to that of Edgewater Park Township on the westerly side of the corridor is not significantly altered as the uses permitted under the redevelopment plan amendment are those anticipated under the prevailing zoning albeit the opportunity for residential development is otherwise encouraged on parcels having an area of at least fifty (50) acres. Willingboro is joining with Burlington Township and Edgewater Township in the attempt of all three municipalities to satisfy their COAH affordable housing obligation.

Relationship to State Development and Redevelopment Plan: The site is situated within the Metropolitan Planning Area (PA1); major policy objectives advanced by the redevelopment initiative relate to redevelopment activity within an identified Node, diversification of land use, provision of housing, and promotion of site preparation and infill development.

Relationship Between Redevelopment Plan and Settlement Agreement: Nothing in this Redevelopment Plan is intended to compromise or alter the rights of the Planning Board, the Township or the Plaintiff under **the Consent Order or Final Order, incorporating and approving** the final Settlement Agreement dated _____. Any approval granted pursuant to this Redevelopment Plan shall not be construed as diminishing those rights of the Township or the Planning Board.

(O) Plan Conformance With Redevelopment Law Provisions

The plan amendment set forth herein is in conformance with the requirements of N.J.S.A. 40A: 12A-7, to wit:

1. The amendment has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.
2. Proposed land uses and building requirements in the project area are set forth.
3. The potential for the necessity of relocation is considered.
4. A statement is provided as to the need for property acquisition.
5. Relationships to the master plan of contiguous municipalities, county master plan, State Development and Redevelopment Plan, as well as to the Willingboro Master Plan are explicated.
6. The relationship to pertinent township regulations is described and the need for zoning map revision is acknowledged given superseding requirements.

RESOLUTION NO. 2007 - 171

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO DIRECTING THE PLANNING BOARD TO PREPARE AN RECOMMENDATION, AMENDMENT OR REVISION TO THE REDEVELOPMENT PLAN FOR BLOCK 5.0, LOTS 5 and 13 IN THE REDEVELOPMENT ZONE PURSUANT TO N.J.S.A. 40A:12A-7.

WHEREAS, the Township's designated Redevelopment area includes Block 5.0 and Lots 5 and 13 according to Ordinance 2003- ; and

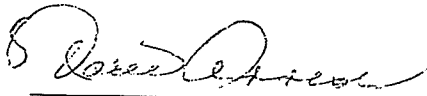
WHEREAS, the Atlantic Delta Corporation have made application to the Township of Willingboro for the approval of an amendment to the Redevelopment Plan from a B-1 zone to develop the parcel as a residential zone or R-1A; and

WHEREAS, the Township Council hereby refers the Atlantic Delta Corporation application to the Willingboro Township Planning Board for review and directs the Planning Board to prepare a proposed recommendations, amendments or revisions to the Redevelopment Plan for the designated redevelopment area, pursuant to N.J.S.A. 40A:12A-7(f); and

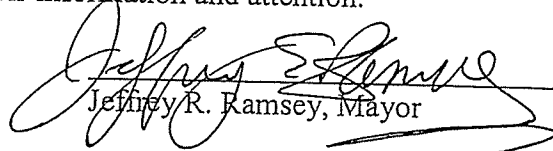
WHEREAS, after completing its review, the Planning Board shall transmit a resolution containing its proposed recommendations, amendments or revisions to the Township Council for consideration in accordance with N.J.S.A. 40A:12A-7(f); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of November, 2007, that the Township of Willingboro hereby directs that the Planning Board prepare proposed recommendations, amendments or revisions to the Redevelopment Plan for Block 5.0 and Lots 5 and 13 in the redevelopment area, as per Atlantic Delta Corporation's application, subject to and provided said recommendations, proposed amendments or revisions are made in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to Atlantic Delta Corporation for their information and attention.



Marie Annese, RMC
Township Clerk


Jeffrey R. 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"/>			

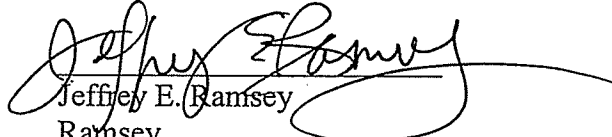
RESOLUTION NO. 2007 – 173

Authorizing the Approval of Vouchers for Payment & Ratification

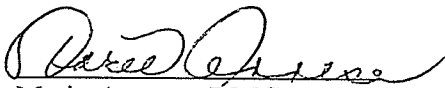
Whereas, Willingboro Township Council received the November 2007 Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 4th day of December, 2007, the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information and attention.


Jeffrey E. Ramsey
Ramsey

Attest:


Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2007-172
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 4th day of December 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

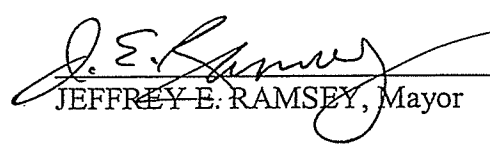
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material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

- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

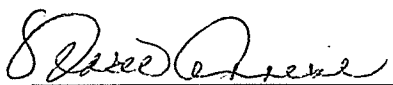
BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to CONTRACT NEGOTIATION & LITIGATION WITH LEISS PROPERTY & WILSON / FRANKLIN AVE. & CONTRACTORS WITH UNIONS.

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

TOWNSHIP OF WILLINGBORO


 JEFFREY E. RAMSEY, Mayor

Attest:


 Marie Annese, RMC
 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"/>			

FINAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made on this 12⁷ day of December 2007, by and between ATLANTIC DELTA CORP. at Montgomery, Inc., a New Jersey Corporation, trading as Weiss Properties (hereinafter referred to as "Atlantic Delta", or "Plaintiff") and THE TOWNSHIP OF WILLINGBORO, and the PLANNING BOARD OF THE TOWNSHIP OF WILLINGBORO (hereinafter collectively referred to as "Willingboro" or "Defendants");

WHEREAS, Plaintiff Atlantic Delta Corp. at Montgomery, Inc. (hereinafter referred to as "Plaintiff" or "Atlantic Delta Corp.") filed an exclusionary zoning lawsuit against the Township of Willingboro and the Planning Board of the Township of Willingboro ("Planning Board") (hereinafter the Defendants are collectively referred to as "Willingboro") pursuant to Southern Burlington County NAACP v. Mt. Laurel Township, 92 N.J. 158 (1983) (hereinafter referred to as "Mt. Laurel II") on June 3, 2005; and

WHEREAS, the parties agreed in the Interim Consent Order executed by the Court on January 12, 2007 that Willingboro has not satisfied its full fair share obligation for either the First and Second Round or Third Round; and

WHEREAS, the parties agreed that Plaintiff is entitled to a builder's remedy pursuant to the terms set forth in the Interim Consent Order; and

WHEREAS, a "Whispering Woods" hearing was held on the Interim Consent Order on January 10, 2007; and

WHEREAS, the Court appointed Elizabeth C. McKenzie, P.P., P.A. as Special Master pursuant to the standards in the Mount Laurel II decision to assist the parties in resolving this matter.

WHEREAS, Plaintiff has conveyed its interests in the Site to Willingboro Associates LLC in a transaction which was not at arms' length;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, all parties agree to the terms of this Final Settlement Agreement:

1. Willingboro has an outstanding unsatisfied First and Second Round Obligation at this point in time of at least 90 units of low and moderate income housing.
2. As provided in the Interim Consent Order of January 12, 2007, Plaintiff is entitled to a builder's remedy to permit a mixed use, inclusionary development ("The Project") on its 40 ± acres site fronting on US 130, Pennypacker Drive, and Rockland Drive described on the tax maps as Block 5.1, Lots 5 and 13 ("The Site").
3. The Project shall be divided into two sections, the residential section (Section A) consisting of approximately 28 acres and the non-residential section (Section B) consisting of approximately 12 acres.
4. 450 residential units shall be permitted within Section A, since the Special Master has determined that the final conceptual site plans, Exhibit A and Exhibit B, submitted by the Plaintiff are not contrary to sound land use planning (taking into consideration the wetland buffers) and do not represent a substantial environmental hazard.
5. Plaintiff has supplied conceptual architectural renderings attached hereto as Exhibit C, demonstrating that the residential development has been designed in accordance with the architectural features appearing in the photograph previously attached to the Interim Consent Order: cultured stone and siding exteriors, pitched roofs, balconies,

and maximum three-story buildings. Plaintiff agrees that an essential and non-severable condition of any approval is to fully comply with this agreement including the within provision relating to the architecture of the **residential** project. Plaintiff's application for site plan approval shall be in substantial compliance with the conceptual plan provided that the Planning Board and the Applicant may jointly agree to an amendment to the Site Plan which deviates from the conceptual plan. In granting the approval, the Board shall find that there is compliance with the terms of this agreement.

6. Plaintiff shall be entitled to apply for a five-year tax abatement for the residential and non-residential components of the development pursuant to N.J.S.A. 40A:21-1. The application shall comply with the requirements mandated by N.J.S.A. 40A:21-9.

7. Plaintiff shall provide on its site plan for the nonresidential section of the property at least 35,000 square feet of nonresidential development and such additional nonresidential development as is practicable and marketable in view of the portion of the nonresidential section that is not constrained, unless the parties agree otherwise. This determination shall be made after the commercial broker provided for in Paragraph 9 has had the opportunity to expedite the marketing of its commercial component for at least one year and after DOT has made a determination as to the access alternative it required. If the parties dispute how much additional nonresidential development is practical and marketable, the Master shall be available to resolve the dispute. Any canopy for a convenience store or gas station shall be counted against this 35,000 square foot minimum.

8. The Plaintiff, Township and County will meet with the New Jersey Department of

Transportation ("DOT") and seek to enlist the DOT's endorsement of the Concept Plan attached as Exhibit A to this agreement. Plaintiff shall notify the Township of this meeting (and any meeting with the DOT) and give the Township a reasonable opportunity to fully participate in the meeting. If the Township concludes that it is clearly unlikely that the DOT will endorse the approach to access illustrated on Concept Plan A or if the DOT disapproves the approach to access shown on Exhibit A, then Developer shall implement the Concept Plan shown on Exhibit B or such other approach to access required by the DOT. In the event of a dispute as to whether the Township is refusing to concede that it is clearly unlikely that the DOT will authorize the access shown on Concept Plan A, the Master shall be available to resolve the dispute. Plaintiff shall not seek to circumvent this process by meeting or communicating privately with the DOT. Once the DOT informally makes a decision on Concept Plan A or Concept Plan B, Plaintiff shall be free to communicate freely with the DOT. Nothing herein shall excuse Developer from complying with the minimum requirements set forth in paragraph 7.

9. No later than the date it receives preliminary memorialized site plan approval for the residential section or for the entire project, whichever comes first, Plaintiff shall retain a commercial broker, who shall be approved by the Master and the Township, to expedite the marketing of its commercial component. The selected commercial broker shall, beginning three months from the date of the preliminary site plan approval, submit quarterly progress reports to the Master and to the Defendants documenting the broker's attempts to market the nonresidential component. In the event that either the Master or Defendants are dissatisfied with the attempts of Plaintiff or Plaintiff's

broker to market the nonresidential component, the parties shall convene a meeting to discuss the impediments to the successful marketing of the nonresidential component and may modify the terms of this agreement or of the broker's agreement. If the parties are unable to reach an agreement on the marketing issues, either party may, upon notification to the other, seek relief from the Court. Nothing in this Agreement shall preclude Plaintiff from simultaneously seeking preliminary and final site plan approval. In the event that Developer does not receive preliminary memorialized site plan approval within one year from the date this agreement is approved by the Court, the deadlines established by this paragraph shall run from one year from the date this agreement is approved by the Court and not from the date Developer receives preliminary memorialized site plan approval.

10. Plaintiff shall not request or seek any site plan approval or other approval that would require the Township to own or maintain the stormwater system.
11. Plaintiff will set-aside 70 of the 450 units for low and moderate households as affordable units and shall take all actions necessary to entitle the Township for credit for these units and shall pay all administrative fees the Township incurs in conjunction with these units. In the event the Planning Board approves fewer than 450 units, the number of affordable units shall be reduced based upon the following formula: $70/450 \times \text{Number of units approved} = \text{Number of Affordable Units Developer Must Reserve as Affordable Units}$. If formula results in a fraction of .5 or greater, the Developer shall round up. If the nonresidential component of the project creates a fair share obligation of more than 2.5 units, developer shall pay a fee of \$35,000 per unit for each additional unit. As to bedroom distribution in the 70 affordable units, Developer

will follow current COAH rules as to the proper percentages of one, two and three bedroom units. Developer at its sole expense shall further comply with all applicable regulations so as to preserve the Township's entitlement to credit for all 70 affordable rental units or such lesser number as might result from the formula set forth herein.

12. The Township will grant to the Plaintiff an access, underground utility and use easement, consistent with whichever concept plan, attached as Exhibit A and Exhibit B to this agreement, is submitted to and approved by the Planning Board, across the Township-owned frontage on the west side of Rockland Drive. The precise delineation of the easement will be shown on the preliminary site plan approved by the Planning Board. Plaintiff shall maintain the easement area and all improvements within it. Willingboro shall also cooperate in the event that other easements are required.

13. The owner of the development shall provide for the maintenance of all improvements internal to the site with the exception to the access road or jug handle which will be dedicated to the DOT or Township.

14. Willingboro agrees to enact an amendment to the adopted Redevelopment Plan that will govern the Site and a Zoning Ordinance in a form substantially consistent with the form attached hereto as Exhibit D upon recommendation from the Planning Board in accordance with the Redevelopment Act. The proposed amendment to the adopted Redevelopment Plan (hereinafter "the proposed amendment to the redevelopment plan"), which includes the New Ordinance, attached hereto as Exhibit D, is designed to permit (a) the construction of a residential multi-family development of up to 450 units including the low and moderate income units provided in Paragraph 11 in a

manner substantially similar to the concept plan; and (b) the construction of at least 35,000 square feet of non-residential use. Any canopy for a convenience store or gas station shall be counted against this 35,000 square foot minimum.

15. Within thirty (30) days after this agreement is executed by all parties, the Willingboro Council will introduce the proposed amendment to the redevelopment plan and shall schedule a hearing within 30 days after introduction. If a member of the public raises issues or objections which are considered legitimate by the Township's Council, the Township and the Plaintiff will try to amicably resolve the concern. If the Township and Plaintiff disagree about whether or not the issue is legitimate, the matter will be brought before the Master. After the Master makes a recommendation, both parties have 10 days to either accept or reject the Master's recommendation. If a party rejects the Master's recommendation, it will have 20 days to bring a motion in aid of litigant's rights and the parties agree to be bound by the decision of the trial judge. Nothing in this paragraph shall prohibit all parties from mutually agreeing to modifications of the amendment to the Redevelopment Plan or the New Ordinance, before introduction and/or final enactment.

16. An essential and non-severable provision of this agreement is (a) that the Court approves this agreement; (b) that the Court rules that in any evaluation of the defendants' satisfaction of its fair share, it shall be deemed that defendants have satisfied 70 units of the Township's fair share responsibility or such lower number as produced by the following formula: $70/450 \times \text{Number of units approved} = \text{Number of Affordable Units Developer Must Reserve as Affordable Units}$; (c) that the Court further rules that a growth share obligation shall not be attributable to the market units

in this project; and (d) that the immunity previously granted to the Township and Planning Board from Mount Laurel litigation shall continue to shield the Township and Planning Board as they respond to any amended cycle III regulations COAH adopts.

17. Within 60 days after adoption of the proposed amendment to the redevelopment plan, Willingboro shall designate Plaintiff as the Redeveloper and execute a Redevelopment Agreement for the subject property. In the event of failure to do this, Plaintiff may seek the assistance of the Master in mediating the matter and/or file a Motion In Aid of Litigant's Rights.
18. Plaintiff shall provide low and moderate income housing as part of the development in the form of family rental units, which shall be constructed, marketed, administered and occupied in full compliance with all COAH and UHAC Rules in effect at the time this Agreement is executed. Plaintiff shall continue to maintain the deed restrictions as required by current COAH regulations on the affordable units and take any such further action as may be necessary to preserve the Township's entitlement to credits and rental bonuses for the affordable units. This Agreement is premised on the Court awarding Willingboro full COAH credit for each of the 70 affordable family rental units provided for in this Agreement or any lesser amount resulting from the application of the formula set forth in paragraph 11.
19. Plaintiff may initially seek site plan approval for only the residential portion of the site. The parties recognize that the timing for the application for site plan approval for the commercial portion of the site will be determined by the success of the commercial broker, pursuant to paragraph 9, in obtaining written executed leases for

the commercial space.

20. Plaintiff agrees to prepare and submit to the Planning Board an application for preliminary or, at its option, preliminary and final site plan approval as provided in Paragraph 19. The parties recognize that the residential component will be substantially consistent with the Concept Plans, Exhibits A or B, but that the commercial component may vary substantially from the Concept Plan depending upon the needs of the future commercial tenant or tenants.
21. Plaintiff will also seek subdivision approval to subdivide the residential and non-residential components of this Project.
22. Unless the Court requires an earlier submission date, Willingboro agrees to make application to the Superior Court of the State of New Jersey to request the Court to conduct a "Fairness Hearing" as to the Settlement Agreement within thirty (30) days after the date of execution of this Settlement Agreement by the parties.
23. The Planning Board shall adopt a Master Plan Amendment as to the Land Use Element of the Master Plan of the Township of Willingboro consistent with the provisions of this Settlement Agreement within 30 days after execution of this Agreement. In the event of any inconsistency between the revised Master Plan and the proposed amendment to the redevelopment plan, the Planning Board and Governing Body upon enactment of the Ordinance, shall make such findings as required by N.J.S.A. 40:55D-62a. If the Master Plan is not timely adopted in substantial compliance and consistent with the terms of the Agreement or is subsequently amended in a manner contrary to the purposes or intent of this

Agreement, Plaintiff may seek the assistance of the Master in mediating the matter and/or file a Motion in Aid of Litigant's Rights.

24. The Township shall introduce an amendment to its tax abatement ordinance for the residential and non-residential components of Plaintiff's site in January of 2008. The Ordinance may specify whether and in what circumstances the municipal governing body shall enter into written agreements for the exemption and abatement of local real property taxes, provided that a tax abatement agreement shall be entered into for the plaintiff's site in accordance with the new Ordinance and N.J.S.A. 40A:21-1 et seq. The ordinance shall authorize the granting of a five-year abatement of taxes pursuant to N.J.S.A. 40A:21-1 et seq. Both parties agree to be bound by the terms of the "Five-Year Exemption and Abatement Law," N.J.S.A. 40A:21-1.

25. Plaintiff shall file development applications consistent with the New Ordinance, which it anticipates will suffice to enable it to construct up to 450 residential units on the property. Nothing in this agreement shall preclude plaintiff from seeking variances or waivers from the proposed amendment to the redevelopment plan or *de minimus* exceptions from the RSIS regulation. Such requests shall be reviewed by the Planning Board in accordance with the MLUL or RSIS regulations as applicable.

26. Plaintiff shall also have an obligation to file and seek approvals of development applications. The residential component shall be substantially consistent with one of the Concept Plans, Exhibit A or B, depending upon information and response which it has received from the New Jersey Department of Transportation or other sources. The parties recognize that the application for site plan approval for the commercial section may vary substantially from the Concept Plan depending upon the needs of the future

commercial tenant or tenants.

27. The Planning Board shall process Plaintiff's application or applications for preliminary or for preliminary and final site plan approval for the Project upon payment and replenishment of an escrow account with the Township for all costs incurred by the Township with review and inspection of the project in accordance with the MLUL.

28. The Planning Board further agrees to make all reasonable efforts to review the Development Application in accordance with the time specified in the MLUL by taking the following actions:

- (a) To schedule one (1) additional special meeting per month, at the Developer's request and expenses incurred by the Planning Board in conjunction with such meeting;
- (b) The engineering representatives shall consult with one another and other professional staff on such regular schedule as they deem appropriate to discuss the status of the application once an application is submitted. Such communications are intended to allow for informal review, comments and discussion in order to expedite the Planning Board's formal review of the plan for development of the Project. Said meetings shall continue until the grant of preliminary approval by the Planning Board, unless both parties deem further meeting unnecessary. The same process shall be followed for final approval applications, if separate from the preliminary approval application, and for subsequent applications.
- (c) The Planning Board shall issue a completeness determination within 45 days from submission by Plaintiff of its application for site plan approval and subdivision approval. In the event an application is declared incomplete, Plaintiff may either seek mediation with the

master and/or resubmit in which case the second completeness decision shall be made by the Board, or by the authorized professional, if the authority to render a completeness determination is delegated to a professional, within 10 days of re-submission.

- (d) The Planning Board shall have 95 days from the date the application is declared administratively complete to conduct and conclude public hearing(s) as to the application and render a decision on the application for preliminary or the application for preliminary and final approval and/or subdivision approval, unless Plaintiff consents to an extension. Plaintiff shall provide any and all legal notices required under N.J.S.A. 40:55D-12.
- (e) Within the next 30 days, the parties shall attempt to resolve any differences regarding a complete application checklist, environmental report and other such reports and procedures involving this development, which shall result in further changes to the proposed amendment to the redevelopment plan and shall become part of this settlement.
- (f) The Planning Board shall review the new application in accordance with the proposed amendment to the redevelopment plan, the Development Regulations of Willingboro (to the extent that they are not inconsistent with the terms of the Redevelopment Plan) and Residential Site Improvement Standards ("RSIS"). All parties recognize that the Concept Plans attached to this Agreement are preliminary, not fully engineered and may require substantial revisions once the full application is prepared; such reasonable revisions, including but not those required by any governmental agency, to these attachments at that time shall be deemed consistent with the purpose, intent and language of this agreement.

- 29. Plaintiff shall apply for and obtain at its sole cost and expense such other governmental agency approvals as may be required. Willingboro agrees to promptly

and reasonably cooperate with Plaintiff to the extent necessary so as to obtain such necessary approvals or permits, including but not limited to endorsement of water and sewer permits and treatment works approvals required and other steps required to obtain water and sewer for the site by the MUA. Plaintiff shall pay all costs Defendants reasonably incur in conjunction with such cooperation. If Plaintiff wishes the Master to appear before or communicate with a state agency with respect to any approval issue related to Plaintiff's property or seeks the Master to mediate some other dispute not involving the defendants, Developer shall seek consent of the Township to provide said assistance. If the Township grants its Consent, the Master shall be free to perform the task requested, Developer shall pay all expenses associated therewith and the Township shall be given notice and shall be given the opportunity to participate in all meetings and substantive calls with respect thereto. If the Township does not grant its Consent, Developer shall seek to mediate the dispute with the Master and/or be free to apply to the Court for the authorization to have the master perform the task and defendants shall be free to oppose the request. If the Court grants Developer's request, Developer shall pay all expenses associated therewith and the Township shall be given notice and shall be given the opportunity to participate in all meetings and substantive calls with respect thereto.

30. Master's Fees

A. The parties agree that the Master appointed by the Superior Court, Elizabeth C. McKenzie, P.P., shall be available to mediate disputes arising under this Agreement and to provide services to the parties in discharge of her duties as needed. The parties agree that from the date this Agreement is executed, all cost and expenses

incurred by the Master to mediate a dispute between the Township/Planning Board and Plaintiff shall be borne 50 percent to the Township or Planning Board and 50 percent to the Plaintiff.

B. To the extent that any party claims that the Master has some other duty in conjunction with the plaintiff's project other than to mediate a dispute between the Township or Planning Board and plaintiff, the aggrieved party shall notify the other parties and the parties will attempt to amicably resolve (i) whether the master indeed has the duty to take whatever action is purportedly needed and (ii) if so, who should pay the Master's fees in conjunction therewith. If the matter cannot be amicably resolved, any party may make a motion to the Court and the Court shall decide (i) whether the master has a duty to take whatever action is purportedly needed and (ii) if so, who should pay the Master's fees in conjunction therewith.

C. The Township shall be responsible for all Master's fees associated with developing and reviewing the balance of its Housing Element and Fair Share Plan including making recommendations to the Court in conjunction therewith.

D. Applicants who seek relief from a scarce resource restraint must bear the Master's fees necessitated thereby.

31. Any party hereto may file a motion in aid of litigant's rights in the event it/they contend that there has been a violation of this Agreement.
32. Upon judicial approval of this Agreement and no timely appeal having been filed, the parties shall seek a declaration by the Court certifying the Consent Order or Order approving this agreement as a final judgment pursuant to Rule 4:42-2. The Consent

Order or Order shall further provide that the Court shall retain jurisdiction to consider the Township's efforts to address the balance of its fair share responsibilities as well as any motion in aid of litigant's rights by any of the parties concerning any dispute over the interpretation or implementation of this Agreement or as otherwise provided in this Agreement.

33. It is agreed that in furtherance of this Settlement Agreement, each party shall endeavor to abide by its terms in good faith.

34. Notice shall be provided as follows:

To: **Willingboro Associates LLC**
Attn: Robert Weiss
c/o Weiss Properties
41 Bayard Street, Second Floor
New Brunswick, New Jersey 08901

With copy to:

Kenneth E. Meiser,
Esq. Hill Wallack
LLP
202 Carnegie Center
P.O. Box 5226
Princeton, New Jersey 08543-5226

To: **The Township of Willingboro and**
The Planning Board of the Township of
Willingboro Burlington County Municipal
Complex
1 Salem Road
Willingboro, New Jersey 08046
Attention: Mayor and Council

With a copy to:

Jeffrey R. Surenian, Esq.
Jeffrey R. Surenian and Associates,
LLC Rivers Edge Professional
Building 2052 Route 35, Suite 201

Wall, New Jersey 07719

Michael A. Armstrong, Esq.
Law Office of Michael A. Armstrong
79 Mainbridge Lane
Willingboro, NJ 08046

Uri H. Taenzer
Taenzer Ettenson Stockton & Aberant, PC
123 N Church Street
Box 237
Moorestown, NJ 08057

35. In the event that the Plaintiff receives notice of a violation, it will have thirty days to correct the violation or, if such violation requires more than thirty days to correct, to commence correction within thirty days. Plaintiff may, in the alternative, seek mediation with the Master concerning whether there is a violation and/or the means of correcting it. Mediation shall toll the deadlines in this paragraph.
36. This Agreement contains the entire understanding between the parties. It shall be governed by the Laws of the State of New Jersey. The Superior Court of New Jersey, Burlington County, shall retain jurisdiction so as to resolve any dispute arising out of this Agreement or to grant relief in aid of litigant's rights to enforce the purpose and intent of this Agreement or other relief. In the event any provision of this Agreement is deemed invalid, in whole or in part, the remainder of the Agreement shall continue to remain in full force and effect.
37. A. Plaintiff shall be responsible for all application fees, escrow fees, bonding requirements, its pro-rata share of off-site improvements, all administrative costs associated with the creation and implementation of appropriate deed restrictions on the affordable units, any costs the Township incurs in conjunction with its

cooperation with plaintiff and all other expenses contemplated by this agreement.

B. Plaintiff shall not be responsible for any affordable housing development fees or any other fee not specified in this agreement.

38. Upon execution of this Settlement Agreement, Plaintiff shall be entitled to submit a site plan application, for completeness review purposes only, prior to the fairness hearing and before the adoption of the Ordinance provided for in the Settlement Agreement.

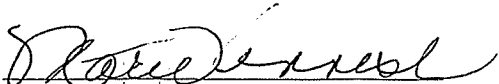
39. This Agreement was jointly drafted by counsel for both parties and there shall be no presumptions based upon the claim that one party drafted the Agreement.

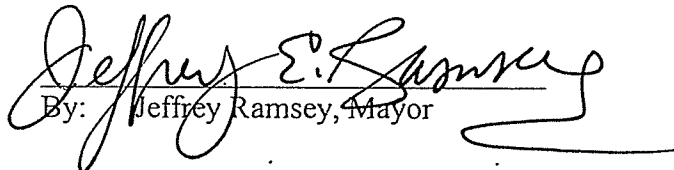
40. This Agreement may be executed in counterparts with the authorizing resolution of the Township and Planning Board attached.

41. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns and/or transferees. Upon approval by the Court, plaintiff shall record this agreement.

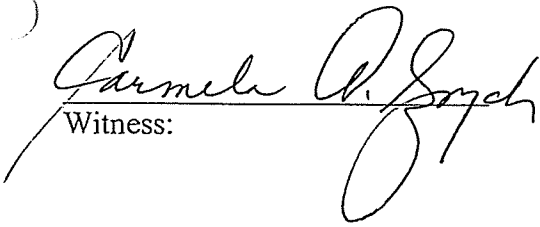
IN WITNESS WHEREOF, we set our hands and seal the date first set forth:


The Township of Willingboro


Attest:

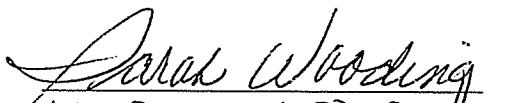

By: Jeffrey Ramsey, Mayor

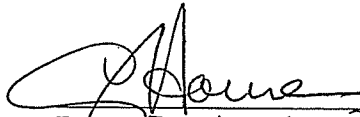
Willingboro Associates, LLC


Witness:


By: Robert Weiss, Managing Member

Planning Board of the
Township of Willingboro


Attest: PLANNING BD, Secretary


By: PLANNING BD., Chairman

SCALE

FEET

Pettit Associates, LLC

Engineers • Planners

901 Route 168, Suite 106
 Turnersville, NJ 08012
www.pettitassociates.com

Tel: 856-374-1440
 Fax: 856-374-1445

New Jersey Certificate of Authorization No. 24GA28131400

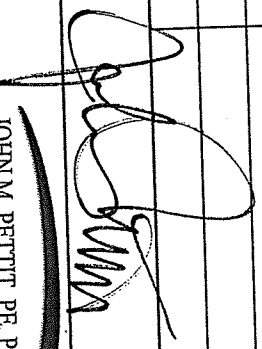
**SITE PLAN FOR KC BUILDERS
 BLOCK 11.01, LOT14, PLATE 67**

WILLINGBORO TOWNSHIP BURLINGTON COUNTY NEW JERSEY

CONCEPTUAL PLAN

DESIGNED:	DRAWN:	CHECKED:	SCALE:
BWC	BWC	JMP	1" = 30'
JOB NO: 1025-1	DATE: 6/8/07	SHEET # 1	OF 1

JOHN M. PETTIT, PE, PP, CME
 NJ PROFESSIONAL ENGINEER No. GE 37906



NO.	DESCRIPTION	DATE
1	PER TOWNSHIP ENGINEER	10/15/07
2	PER CLIENT	10/24/07
3	PER TOWNSHIP ENGINEER	10/20/07

REVISIONS

ALL DOCUMENTS PREPARED BY PETTIT ASSOCIATES, LLC ARE INSTRUMENTS OF SERVICE IN RESPECT TO THE PROJECT. THE PROJECT, WHETHER OR NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR ANY USE WITHOUT WRITTEN PERMISSION OF THE PROJECTOR AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PETTIT ASSOCIATES, LLC FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE OWNERS RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PETTIT ASSOCIATES, LLC AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PETTIT ASSOCIATES, LLC FROM CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

THE CONTRACTOR SHALL UNDERSTAND THAT THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. IT IS IMPORTANT TO NOTE THAT NOT ALL UTILITIES ARE SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES (AERIAL AND BURIED) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE UTILITY UNDERGROUND UTILITY MARK OUT SERVICE (1-800-272-1000) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE TO REPAIR (AT HIS EXPENSE) ALL DAMAGED UTILITIES RESULTING FROM HIS WORK.

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STOUT & CALDWELL ENGINEERS, LLC

705 U.S. Route 130 South - Suite A - P.O. Box 2290
Cinnaminson, NJ 08077

OFFICE 856.786.2202 FAX 856.786.3050

www.stoutcaldwell.com

Stout & Caldwell Engineers, LLC, NJ Cert. Of Authorization No. 24GA28092700

OVERALL CONCEPT PLAN

BLOCK 5.01 - LOTS 5 & 13

TAX MAP SHEET #107

LAND SITUATE IN

WILLINGBORO TOWNSHIP

BURLINGTON COUNTY, NEW JERSEY

Scale: 1" = 60'	Drawn by: NCM	Checked by: RRS	Drawing No.: CP-1
Job Number: 0503-024			Sheet No.: 1 OF 1

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STOUT & CALDWELL ENGINEERS, LLC

705 U.S. Route 130 South - Suite A - P.O. Box 2290
Cinnaminson, NJ 08077

OFFICE 856.786.2202 FAX 856.786.3050

www.stoutcaldwell.com

Stout & Caldwell Engineers, LLC, NJ Cert. Of Authorization No. 24GA28092700

COMMERCIAL CONCEPT PLAN

BLOCK 5.01 - LOTS 5 & 13

TAX MAP SHEET #107

LAND SITUATE IN

WILLINGBORO TOWNSHIP

BURLINGTON COUNTY, NEW JERSEY

Scale:
1" = 60'

Drawn by:
NCM

Checked by:
RRS

Drawing No.:

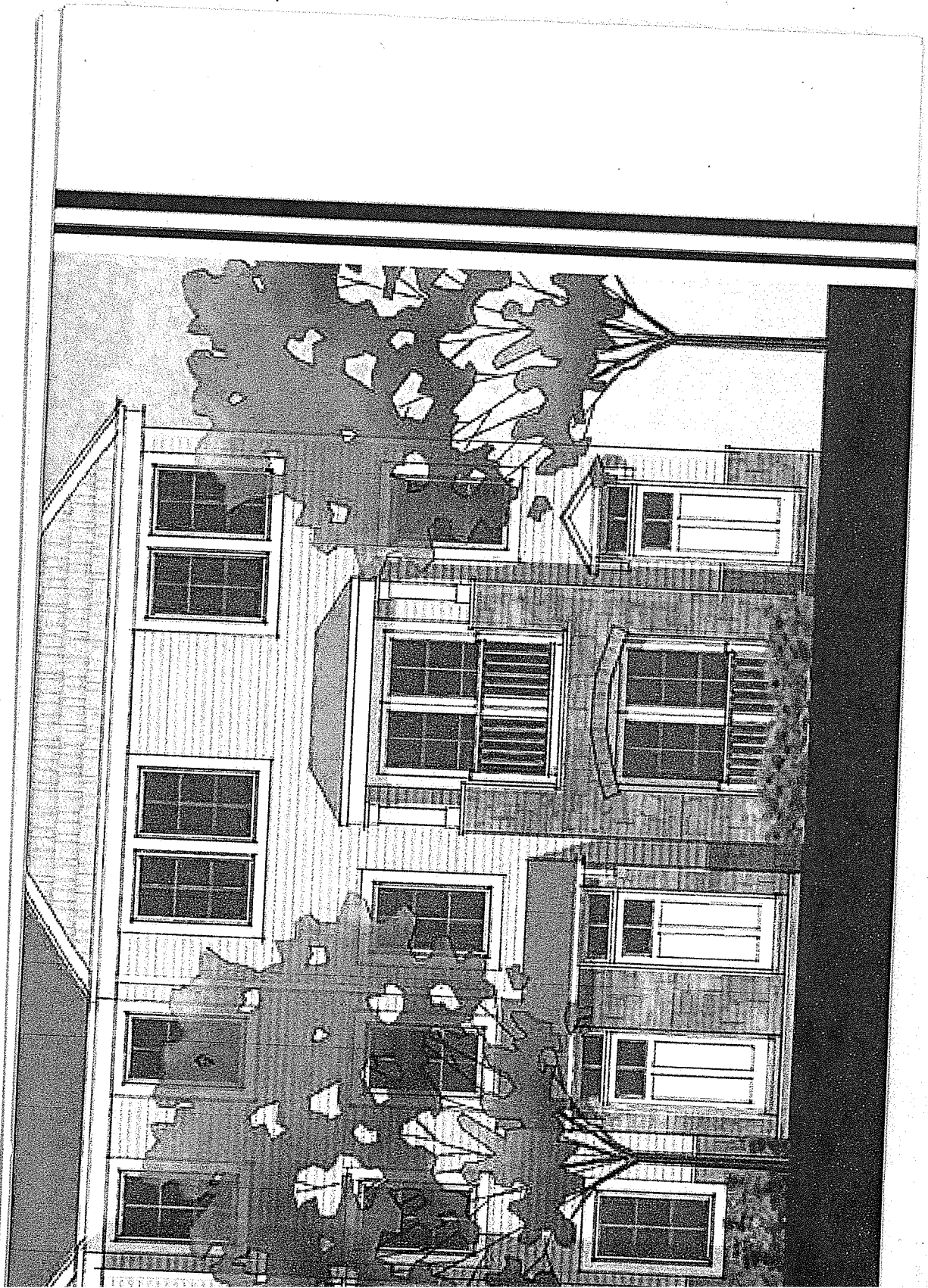
CP-4

Job Number:

0503-024

Sheet No.:

1 OF 1



THE PROPOSED CHANGES TO THE REDEVELOPMENT PLAN AS IT RELATES TO
BLOCK 5.01, LOTS 5 and 13

Township of Willingboro

In the County of Burlington

State of New Jersey

November 22, 2007 (Revised)

Prepared by:

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N.B. The original of this document was signed and sealed in accordance with N.J.A.C. 13:41-1.3.b.

REDEVELOPMENT PLAN AMENDMENT

Purpose:

Amend the Township of Willingboro, Burlington County, New Jersey Route 130 Redevelopment Plan to, in the first instance, implement a settlement achieved with Atlantic Delta Corp. at Montgomery, Inc., a New Jersey Corporation trading as Weiss Properties by the Township of Willingboro and the Planning Board of the Township of Willingboro allowing for an inclusionary development over approximately forty (40) acres comprising Lots 5 and 13 of Block 5.01, consisting of not more than 450 dwelling units over approximately 28 acres and a minimum of 35,000 square feet of commercial development, inclusive of canopy area, over approximately 12 acres as set forth on the concept plan dated _____, 2007, attached hereto and made a part hereof; in the second instance, provide development standards which supersede those currently applicable under the current redevelopment plan. The amendment set forth herein is in full compliance with the settlement agreement between the parties dated _____, 2007.

Background:

The Township Council of the Township of Willingboro, by adoption of Ordinance 1998-4 of May 5, 1998, later amended by adoption of Ordinance 2003-1 of April 8, 2003 declared the easterly side of Route 130 extending northward from the Pennypacker Drive to the shared boundary with Burlington Township an area in need of redevelopment pursuant to the provisions of the New Jersey Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) and adopted a plan for the redevelopment of said area, which incorporated the standards for the B-1 Primary Business District. Thereafter, Township Council authorized the Planning Board, via Resolution 2003-85, to study various parcels for redevelopment eligibility adjacent, and in close proximity to, the easterly segment of the Route 130 corridor extending south from Pennypacker Drive to the Rancocas Creek. Pursuant to the conduct of a public hearing and consideration of a report prepared by Remington & Vernick Engineers, dated July 2003 and titled "Preliminary Investigation and Redevelopment Plan, Willingboro Township, Burlington County, New Jersey, the board recommended that the parcels more specifically identified below be declared an area in need of redevelopment and further recommended adoption of the accompanying redevelopment plan.

Acting on the Planning Board's recommendation, Township Council adopted Ordinance 2003-5, formally declaring the following parcels to be in need of redevelopment: Block 5.01, Lots 1, 2, 3, 4, 5, and 13; Block 8, Lots 1, 2.01, 2.02, 3.01, 3.02, and 4; Block 11.01, Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13.01, 13.02, and 14; Block 12, Lot 1; Block 13, Lots 2.01, 2.02, and 5; Block 14, Lots 1, 2, 3, and 4; Block 15, Lots 1, 2, 3, and 4, Block 35, Lot 1. This legislation resulted in the entirety of the Township's Route 130 frontage as being within a redevelopment zone and with some modification subject to the requirements established under the original redevelopment plan.

Plaintiff, Atlantic Delta Corp filed an exclusionary lawsuit pursuant to a case commonly referred to as Mount Laurel II. The parties have entered an interim settlement to the

litigation on the basis of the developer reserving a percentage of units in the project as affordable units. The Court appointed Elizabeth C. McKenzie, P.P., P.A. as Special Master. She has facilitated the parties efforts to amicably resolve their litigation.

In the process of working toward resolution, the township recognized that various development standards applicable to the Route 130 Redevelopment Zone were in need of enhancement to ensure an efficient and aesthetically pleasing development that would best integrate with the township vision for the 130 corridor, and provide, as well, various recreation opportunities. These enhanced development standards are set forth in the following section.

Specific Amendment:

The following are development standards for regulation of development over block 5.01, lots 5 & 13 and supersede those of the underlying B-1 Primary District Zoning in recognition of the need to facilitate the production of affordable housing in the proposed development.

(A) Permitted Uses

The principal uses established for the B-1 Primary Business District are permitted other than for motor vehicle service stations, except that fueling stations under canopy may be provided where the fueling of automobiles and light commercial vehicles is a major component of, and is provided in conjunction with, the operation of a convenience store. Uses set forth infra not specifically enumerated under the B-1 Primary Business District are also permitted:

- a. Retail
- b. Mixed Use Development of the Above Commercial Uses
- c. High Density Multifamily Development to include Townhomes, Garden Apartments, Mid-Rise 3 Story Apartment Buildings
- d. Professional – Administrative Services

Permitted Accessory Uses

- a. Permitted accessory buildings and structures in the B-1 zone, subject to the provisions of Section 20-6.6b.
- b. Off-street parking areas, garages and sheds
- c. Recycling and solid waste collection areas
- e. Recreation facilities and buildings
- e. Fences, in accordance with Chapter 22 of the Township Code of the Land Development Ordinance

- f. Signs, in accordance with the provisions of Ordinance 2003-1
- g. Temporary construction trailers and structures, provided such buildings are removed upon completion or abandonment of the construction work
- h. Satellite dishes, antennae, and solar energy panels
- i. Stormwater management facilities
- j. Home occupations subject to the provisions of Section 20-9.2 of the Land Development Ordinance
- k. Other customary incidental uses

(B) Area and Bulk Standards (See Note 1)

	Residential	Commercial
Maximum number of units	450	N/A
Minimum square footage of commercial development	N/A	35,000 square feet*
Minimum tract area	25 acres	10 acres
Minimum tract frontage	800 ft	435 ft
Minimum tract depth	700 ft	N/A
Building Setback From Dedicated Streets	50 ft	25 ft
Setback From Property Lines Not Abutting Streets	20 ft	N/A
Parking Setback from Street Right-of-Way	25'	5' **
Maximum Impervious Coverage	70%	90%
Building Height	3 stories, 45 ft	3 stories, 45 ft
Minimum Open Space Set-Aside	30%	N/A
Minimum Building setback from interior street or parking area	10 ft	N/A
Maximum dwelling units per structure	24	N/A
Minimum spacing between buildings	20 ft	20 ft
Minimum interior storage space	200 cubic feet	N/A

- *Except that the minimum square footage may be reduced by ten percent (10%) if necessary to accommodate recreation amenities.
- **Except along Route 130 where a minimum setback of fourteen (14) feet is required.

Note 1: In the event the stormwater management basins depicted on the concept plan have /to be larger to satisfy applicable New Jersey Department of Environmental Protection

requirements, said circumstance notwithstanding shall not be construed as to require reduction or modification of the density and bulk requirements set forth herein.

(C) General Provisions

1. Subdivision Requirements

Subdivision and site plan applications shall conform with the submission requirements being drafted pursuant to Page 11, Paragraph 28(e) of the Settlement Agreement which requirements shall become part of the proposed amendment to the Redevelopment Plan.

2. **Adoption of Residential Site Improvement Standards.** The Residential Site Improvement Standards (R.S.I.S.) adopted by the State of New Jersey under N.J.S.A. 40:55D-40.4 and N.J.A.C. 5:21-1 through 5:21-8 are applicable for the both the residential and commercial components of the proposed development.
3. **Outdoor Storage.** Products, materials, supplies, equipment, goods or other items are prohibited from being stored or displayed outside the confines of any building or permanent structures except for restaurant outdoor seating, approved garden centers sales areas and areas used for temporary seasonal outdoor sales. Permanent trailers or storage containers are prohibited on any property within the development.
4. **Integration of Affordable Units.** Units affordable to families of low and moderate income as defined by the New Jersey Council on Affordable Housing (COAH) are to be integrated with the market rate units. Notwithstanding the above, affordable units are not required to be located in every residential building.

(D) Circulation

1. Vehicular Circulation.

- a. **Residential street design.** Streets within the residential component are to be designed to a street classification set forth under the New Jersey Residential Site Improvement Standards (R.S.I.S.) N.J.A.C. 5:21-1 Et seq.
 - i. One (1) point of ingress/egress is permitted per each development component (residential/commercial) along Route 130. A divided entrance drive is to be provided for the residential component through at least the first point of intersection with an interior roadway or parking area drive entrance. Said design is to provide a curbed landscaped median having a minimum width of four (4) feet.
- b. **Other street design standards.** Any other street constructed pursuant to New Jersey Department of Transportation direction is to be designed to standards found acceptable to said agency.

- c. Ingress and Egress to Parking Areas. Two entrance drives on one public street are permitted for lots or premises with frontage in excess of 300 feet, up to a maximum of three per development.
 - i. Minimum drive entrance width on the roads with lesser than a 39 mile per hour (mph) speed limit is twenty-two feet (22') for a one-way driveway and twenty-five feet (25') for a two-way driveway; twenty-two (22') feet and thirty (30') feet respectively on roads having a greater than 39 mph speed limit.
2. Pedestrian Circulation. Pedestrian facilities should be convenient, attractive, and safe. A comprehensive network of pedestrian facilities which may be in the form of sidewalks, pathways, and alleys that effectively link buildings and recreation uses is to be provided.
 - a. Sidewalks. Where provided, sidewalks are to be a minimum of four (4) feet in width and barrier free.
 - b. Crosswalks. Decorative pavement treatments are to be provided at interior crosswalks and at all points of vehicular access to each development component.
3. Connectivity with Adjoining Residential Development. A portion of the southwesterly corner of the residential component abuts Lot 14 of Block 11.01 for which the Route 130 Redevelopment Plan, via a plan amendment, allows for the development of a forty three (43) lot subdivision for the construction of forty two (42) single-family semi-detached twin units with a stormwater management basin. Pedestrian linkage is to be provided with Lot 14 so to enable residents of this future subdivision and residents proximate thereto the opportunity to walk to the commercial component of the development regulated by this plan, which absent connection would require walking to Route 130 and along said highway for access to the commercial area.

(E) Parking and Loading

1. Minimum number of parking spaces. Residential parking is to be provided in accordance with R.S.I.S. Table 4.4. At least 1 parking stall dedicated to each unit is to be situated within 150 feet of the unit entry door. The second parking space for each residential unit may not be more than 200 feet from the entry door of the unit. Parking servicing nonresidential uses is to be provided at a rate of five (5) stall per one thousand (1,000) square feet of gross floor area devoted to patron use.
2. Minimum parking setback. A minimum setback of twenty-five feet (25') is to be provided from U.S. Route 130; five feet (5') from other streets or interior property lines.

3. Parking aisle dimensions. The parking aisle should be a minimum of twenty-two (22') feet for a one-way aisle and twenty-four (24') feet for a two-way aisle where ninety degree parking is provided.
4. Parking stall dimensions. Parking stalls are to have minimum dimensions of nine feet (9') in width and by eighteen feet (18') in length.
5. Maximum number of parking spaces. The number of parking spaces is not to exceed 105% of the minimum number of parking spaces as required herein.
6. Parking Area Pavement. Parking area pavement throughout the development is to consist of a 1.5" surface course over a 3.0" asphalt concrete base over 6.0" dense graded aggregate base unless CBR testing reveals the need for a more substantial or less substantial cross section. Heavy duty pavement is to be provided in all loading/unloading areas.
7. Loading area requirements. Every commercial use containing at least 5,000 gross square feet of floor area is to provide and permanently maintain adequate space for the standing, loading and unloading of material or merchandise, notwithstanding said requirement alternate provisions may be considered dependent upon use. Loading areas are to have minimum dimensions of twelve feet (12') in width by thirty-five feet (35') in length and have a vertical clearance of fourteen (14) feet. One (1) such area is to be provided for each 20,000 square feet of floor area or portion thereof.
8. Shopping Cart Uses. Collection points are to be evenly dispersed throughout the parking area which is designed to serve the commercial use which utilizes shopping carts for the carrying of goods. The collection points are to be curbed to delineate and separate the parking area from the collected shopping carts and should be designed as to not impede the vehicular or pedestrian circulation pattern. Collection points are to have a minimum capacity of twenty (20) shopping carts. Collection points will be designated by no more than one sign per area with two faces, pole mounted. A corral is to be provided with a canopy or roof structure.

(F) Open Space and Recreation

1. Open space dedication. Thirty percent (30%) of the residential property must be dedicated to open space. Wetlands, stormwater management basins, and slopes may be considered open space. The minimum size for any dedicated open space area is five hundred (500) contiguous square feet.
2. Usable recreation area. Ten percent (10%) of the open space must be usable recreation space for passive and/or active recreation.
3. Recreation amenities. A clubhouse/community center having a minimum floor area of three thousand (3000) square feet is to be provided to enable year-round indoor recreation opportunity. Outdoor recreation amenities, to include a tot lot, are to be provided on the same parcel as the clubhouse/community center.

4. Recreation path. A recreation path is to be provided outside the perimeter of the wetlands and wetlands transition area and connect with stormwater management basins. Said path is to be linked to the clubhouse/community center and should have multiple points of access and in a meandering fashion originate and terminate at the clubhouse/community center.

(G) Landscaping and Buffering

1. Landscaping may include ground cover, evergreen and deciduous trees, shrubs, berms, fencing, and naturally occurring features such as wetlands.
 - a. Trees are to be set back a minimum of ten (10) feet from utilities including overhead wires or underground systems.
 - b. All disturbed areas that are to be vegetated are to be covered with a minimum of four (4) inches of topsoil. Topsoil disturbed in the course of development is not to be removed from the site and is to be stored for redistribution unless it is determined by the final grading plan that the amount of topsoil necessary for redistribution is less than the amount disturbed, then the excess topsoil may be removed from the site.
 - c. All plantings are to be of nursery stock and installed in accordance with the minimum quality standards as defined by the American Association of Nurserymen in the most recent edition of "American Standard for Nursery Stock".
 - d. Plantings no longer viable are to be replaced within the next growing season.
2. Landscaping area along U.S. Route 130. Along the corridor, a twenty foot (20') wide landscaped area is to be provided; the developer shall have the right to reduce said dimension where the commercial component parking abuts Route 130 to that of the provided parking setback. Specific to the Route 130 frontage of the residential component, berming which does not have to be of a continuous nature is to be provided; said berms should be meandering vertically and horizontally so to affect a naturalistic landscape. Berms are to have a minimum height of 36" with evergreen and deciduous trees and shrubs thereon so to result in a year-round effective screen. Relative to the Route 130 frontage of the commercial component, planting beds are to be installed having therein plant materials not exceeding a height of thirty six (36) inches.
3. Parking lot islands. Each off-street parking area is to have islands with a minimum area equivalent to one (1) parking space per every twelve (12) spaces landscaped with approximately one-half said area having shrubs no higher than three (3) feet and the other half having trees with branches no lower than seven (7) feet. Such landscaped areas are to be distributed throughout the parking area in order to provide shade and break the view of parked cars in a manner not impairing visibility.

- a. Landscaped islands containing any combination of trees and shrubbery and complying with the aforementioned height restrictions are to be provided at the end of each row of parking spaces provided for non residential use.
 - b. All landscaped islands are to be protected with concrete curbing.
4. Loading area screening. Raised loading areas, if provided, are to be screened sufficiently to obscure the view of same as well as the loading vehicles from any public street, adjacent uses, or on-site parking areas throughout the year. Such screening is to be by extension of the building, a fence, berm, wall, evergreen planting, or combination thereof.
 - 5.. Waste management screening. Trash and recycling areas are to be buffered by evergreen trees having a minimum height of six (6) feet at time of installation.
 6. Basin area screening. Stormwater management basins are to be fenced with split rail fencing, vinyl rail fencing with vinyl coating wire mesh backing, or black non-climbable chain link fencing. Said fencing is to be a minimum height of four (4) feet.
 7. Buffering. A buffer having a minimum width of five (5) feet is to be provided to screen parking and traffic circulation from street view. Where said areas abut or are across the street from residential uses, said width is to be increased to ten (10) feet.
 8. Street trees. Street trees are to be provided on each side of streets at a maximum interval of fifty (50) feet.
 9. Planting materials. Planting materials installed throughout the development are to be selected from the Township's list of preferred materials.

(H) Lighting

1. Street Lighting. For the residential component, street lighting is to be installed prior to the issuance of any certificate of occupancy, along all roadways and/or traffic circulation areas necessary to ensure at least one route of illuminated access for any occupied structure.
 - a. Pole-mounted street luminaries are to be installed on one side of the street at 300-foot intervals, unless the presence of vertical and/or horizontal curves necessitate a closer interval.
 - b. All exterior lights are to be designed, located, installed and directed to prevent objectionable light and glare across property lines above a 90 degree, horizontal plane.
 - c. The preferred source of all lighting is high pressure sodium lamps and fixtures.

- d. Shielding and/or cutoff optics are to be provided in all installations.
 - e. Searchlights and laser lights used for advertising or entertainment are prohibited.
2. Glare. All lighting is to be shielded to prevent glare from drivers or pedestrians, light trespass beyond the property line and light above the 90 degree horizontal plane.
 3. Downlighting. External luminaries are to promote downlighting and a dark sky condition.
 4. Standards for illumination. The minimum level of lighting in any portion of the parking lot should not be less than 0.25 footcandles. The average horizontal illumination level of lighting within the parking lot should be not less than 0.50 footcandles nor greater than 2.0 footcandles. The maximum level of lighting in any portion of the parking lot should be no greater than 3.0 footcandles except directly under light fixtures where a maximum of 10.0 footcandles is permitted other than for the commercial component parking areas where the maximum permitted value may be increased to 20.0 footcandles.

The minimum level of lighting along any portion of a walkway not part of a parking lot should be not less than 0.50 footcandles. The maximum level of lighting along any portion of a walkway not part of a parking lot should not be greater than 3.0 footcandles. Lighting is not required along any recreational walkways.

- a. Maximum illumination level over any property line is not to exceed 0.25 footcandles other than at points of ingress/egress.
- b. The maximum mounting height of exterior lighting should conform to the following schedule:

Building Height (feet)	Maximum Fixture Mounting Height (feet)
Up to 24	14
25 to 34	20
35 or greater	25

(l) Solid Waste Management

1. Trash and recycling enclosures are to be of masonry construction with walls not less than six feet (6') or more than eight feet (8') in height and must be compatible with the architectural scheme of the development.
2. The trash enclosure is to provide a side entry feature.
3. The trash enclosure gates are to be constructed with solid panels.

(J) Signage

Signs. Signs permitted throughout the development area are as provided for under Ordinance 2003-1.

(K) Architectural Design Guidelines

Design guidelines applicable to the residential component of the development are to incorporate the architectural standards set forth below:

1. Maintenance of architectural theme. Building construction is to be in accordance with an overall architectural theme to be achieved through the employment of compatible facades, roof lines, architectural fenestrations and design elements.
2. Building facades. Building facades are to have varying setbacks and be segmented with at least three (3) architectural features such as overhangs, recesses, projections, molding. Canopies or porticos, raised cornice parapets and other similar features. Nothing herein is intended to generate a greater requirement than what is depicted on the final settlement agreement renderings. Façade recesses or projections should result in a minimum off-set of two (2) feet from the building wall.
3. Color tone. Exterior walls and roofs should be composed of non-reflective neutral, subtle earth tones.
4. Roof type. Residential structures are to have gable and/or hip roofs. Non Residential structures may have gable, hip, or flat roofs.
5. Equipment Screening. Rooftop mechanical and electrical equipment should be screened from view of dwelling units and parking/traffic circulation areas.
6. Maximum units per structure. The maximum number of units per building is limited to twenty four (24) units.
7. Maximum building length. The maximum building length is limited to two hundred (200) feet.
8. Dwelling unit width and floor area. Market dwelling units are to have minimum width of 20 feet and have a minimum gross floor area of at least 900 square feet.

Compliance with consent order: Full compliance with a Consent Order, dated ___ between (i) Atlantic Delta Corporation and (ii) the Township of Willingboro and the Planning Board for the Township of Willingboro shall be an essential and non-severable condition of every development approval pursuant hereto.

(L) Implementation of Redevelopment Plan

Redeveloper Obligations. The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the redevelopment plan. Until the completion of the improvements, the redeveloper will not be permitted to sell, lease or otherwise transfer or dispose of property within the redevelopment area without the prior written consent of the redevelopment entity, which will not be unreasonably withheld or delayed. It is recognized that Atlantic Delta at Montgomery Inc., a New Jersey corporation, has previously conveyed its interest to Willingboro Associates LLC, which is a non-arms' length transaction. Any subsequent non-arm's length transaction shall also not require approval. Upon completion of all of the improvements within the redevelopment area and upon inspection and verification by the redevelopment entity, a certificate of completion shall be issued to the redeveloper and the conditions determined to exist at the time the area was determined in need of redevelopment shall be deemed to no longer exist. The ordinance contained in the redevelopment plan shall however remain in full force and effect.

Once a certificate of occupancy has issued, no further written consent by the redevelopment agency of a sale or lease shall be required to be granted for the building or buildings for which a certificate of occupancy has issued.

Site Plan and Redevelopment Applications. In the execution of this redevelopment plan amendment, it should be noted that development and subdivision within the area shall be governed by the requirements set forth under the applicable development regulations of the Township of Willingboro. Redevelopment activities shall be in conformance with the adopted redevelopment plan which may be amended from time to time in accordance with law. Site plan review shall be conducted by the Planning Board of the Township of Willingboro, pursuant to the provision of the Municipal Land Use Law N.J.S.A. 40:55D-1 et. seq.

Land Acquisition: Under Section 40A:12A-7.a.(4) of the Local Redevelopment and Housing Law, properties proposed for acquisition are to be identified. No properties regulated by this redevelopment plan amendment are subject to acquisition as the lands over which development is contemplated are owned by the redeveloper.

Relocation Assistance: Lands regulated by this redevelopment plan amendment are vacant, unimproved.

Equal Opportunity: The land within the project area shall not be restricted on the basis of race, creed, color, or national origin in the sale, use, lease, or occupancy thereof.

(M) General Provisions

Deviations from the Redevelopment Plan: The planning board may review and retain jurisdiction over applications requiring relief for deviations, other than with respect to those circumstances as specified under N.J.S.A. 40:55D-70(d), from this redevelopment plan amendment or other applicable Willingboro Township development ordinances. Thus, an amendment to the redevelopment plan shall not be necessary if the selected redeveloper(s) or property owner desires to deviate from the bulk provisions set forth in this redevelopment plan amendment or pertinent sections of the township's

development ordinance or from the design standards set forth in this redevelopment plan amendment or other township development ordinances. All requests for such relief shall be made to the planning board accompanied by a complete application for development as otherwise required by township ordinance. Decisions on such requests shall be made in accordance with the legal standards set forth in N.J.S.A. 40:55D-70c. in the case of requests for relief from zoning standards, and in accordance with the legal standards set forth in N.J.S.A. 40:55D-51 in the case of requests for relief from design standards.

Amendment to Zoning District Map: This redevelopment plan amendment supersedes the use as well as the bulk and area provisions of the prevailing B-1 Primary Business District zoning. Where a redevelopment plan supersedes existing development regulation, the ordinance adopting the plan is to contain a specific provision for the amending of the zoning district map (C.40A:12A-7.c).

Amendments to the Redevelopment Plan: This plan amendment may be amended from time to time upon compliance with the requirements of the redevelopment law. No amendment to this plan amendment shall be approved without a review by the planning board at a public meeting, and ordinance adoption by the township council. No ordinance altering the rights of any of the parties to the Settlement Agreement shall be adopted without either written consent of all parties to the amendment or a Court Order approving the amendment as not contrary to the purpose and terms of the Settlement Agreement.

(N) Consistency Statements:

Consistency with Master Plan: This Sixth Amendment to the Route 130 Redevelopment Plan is consistent with Township of Willingboro Master Plan dated April 14, 1997 to the extent that it is supportive of redevelopment of the Route 130 corridor, an activity identified in the Land Use Plan Element as being a "high priority." The proposed development is also in concert with said plan element in that it results in mixed use development being the type of development encouraged along the corridor on tracts having an area of at least thirty (30) acres.

Relative to the Housing Plan Element, the amendment represents an opportunity for application of a recognized technique (inclusionary development) for the provision of housing affordable to families of low and moderate income; said technique specifically identified under the Fair Share Plan as appropriate for employment by the township.

Relationship to Municipal Development Regulations:

N.J.S.A.40A:12A-7c., of the LRHL requires that "[t]he redevelopment plan shall describe the relationship to pertinent municipal development regulations as defined in the 'Municipal Land Use Law,' P.L. 1975, c.291 (C.40:55D-1 et seq.)."

N.J.S.A. 40A:12A-7c. provides that the Redevelopment Plan shall either supersede applicable provisions to the development regulations of the municipality or constitute an overlay zoning district within the Redevelopment Area. It is the intent of the Governing

Body that this Redevelopment Plan, including specifically the MXD standards and requirements, shall supersede all provisions of the development regulations of Willingboro. Accordingly, the ordinance adopting the Redevelopment Plan shall contain an explicit amendment to the zoning district map included in the zoning ordinance. The zoning district map as amended shall indicate that The Property is governed by the Redevelopment Plan.

The ordinance on Pages __ to __ of this Plan is an integral part of this Redevelopment Plan, specifying the Requirements for the MXD District which will be the zoning and land use standards pursuant to which The Property will be developed.

Relationship to County Master Plan: Burlington County has not adopted a county master plan. The county has however adopted the Route 130/Delaware River Corridor Strategic Plan which has been endorsed by the State Planning Commission. The redevelopment plan amendment is consistent with the aforementioned strategic plan in that the site is situated within the Linear Commercial/Services/Industrial/Residential Redevelopment Node No.8 for which the opportunity for higher density residential development is recognized as well as the potential for redevelopment allowing for a "diverse mix of commercial, services, industrial and residential activities."

Relationship to Master Plans of Contiguous Municipalities: The relationship of the proposed development to that of the master plans of the Townships of Burlington and Delran to the north and south respectively along the Route 130 corridor and to that of Edgewater Park Township on the westerly side of the corridor is not significantly altered as the uses permitted under the redevelopment plan amendment are those anticipated under the prevailing zoning albeit the opportunity for residential development is otherwise encouraged on parcels having an area of at least fifty (50) acres. Willingboro is joining with Burlington Township and Edgewater Township in the attempt of all three municipalities to satisfy their COAH affordable housing obligation.

Relationship to State Development and Redevelopment Plan: The site is situated within the Metropolitan Planning Area (PA1); major policy objectives advanced by the redevelopment initiative relate to redevelopment activity within an identified Node, diversification of land use, provision of housing, and promotion of site preparation and infill development.

Relationship Between Redevelopment Plan and Settlement Agreement: Nothing in this Redevelopment Plan is intended to compromise or alter the rights of the Planning Board, the Township or the Plaintiff under the **Consent Order or Final Order, incorporating and approving** the final Settlement Agreement dated _____. Any approval granted pursuant to this Redevelopment Plan shall not be construed as diminishing those rights of the Township or the Planning Board.

(O) Plan Conformance With Redevelopment Law Provisions

The plan amendment set forth herein is in conformance with the requirements of N.J.S.A. 40A: 12A-7, to wit:

1. The amendment has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.
2. Proposed land uses and building requirements in the project area are set forth.
3. The potential for the necessity of relocation is considered.
4. A statement is provided as to the need for property acquisition.
5. Relationships to the master plan of contiguous municipalities, county master plan, State Development and Redevelopment Plan, as well as to the Willingboro Master Plan are explicated.
6. The relationship to pertinent township regulations is described and the need for zoning map revision is acknowledged given superseding requirements.