

RESOLUTION NO.  
2006 – 109, FOR

EXECUTIVE  
SESSION

ON SEPT. 5, 2006

NOT USED.

**RESOLUTION NO. 2006- 110**

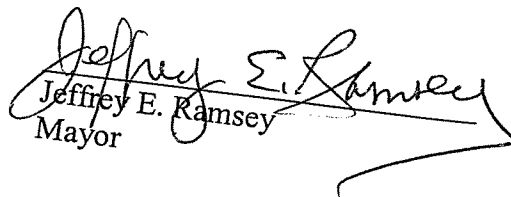
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

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

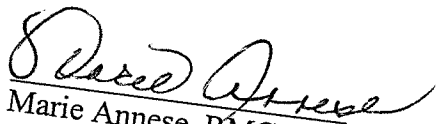
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of September, 2006, that refunds be made as per the attached schedule; and

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

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

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

INDEPENDENCE ABSTRACT TITLE 1040 KINGS HIGHWAY NORTH SUITE 700 CHERRY HILL, NEW JERSEY 08034 BLOCK 218 LOT 24 1 BLACKWELL LANE OVERPAYMENT TAXES	\$951.57
DAPHNE DAVIS 62 TWIN HILL DRIVE WILLINGBORO, N.J. 08046 BLOCK 1122 LOT 8 62 TWIN HILL DRIVE OVERPAYMENT TAXES	1221.10
CONGRESS TITLE 110 BARCLAY PAVILLION E. CHERRY HILL, N.J. 08034 BLOCK 224 LOT 6 20 BRUNSWICK LANE OVERPAYMENT TAXES	960.67
WELLS FARGO 1 HOME CAMPUS, MAC X2502-011 DES MOINES, IA 50328-0001 BLOCK 15 LOT 20 58 LAKE DRIVE OVERPAYMENT TAXES	2232.24
COLLEGIATE TITLE CORP 110 MARTER AVE., SUITE 107 MOORESTOWN, N.J. 08057 BLOCK 1131 LOT 25 11 TEMPO LANE BLOCK 833 LOT 51 6 EXECUTIVE COURT OVERPAYMENT TAXES	1001.91  1028.04
WMUA 433 JOHN F. KENNEDY WAY WILLINGBORO, N.J. 08046 BLOCK 235 LOT 26 101 BAYBERRY LANE PAID IN ERROR	87.34

PERFORMANCE ABSTRACT AGENCY 3 EAST STOW RD, SUITE 100 MARLTON, N.J. 08053 BLOCK 114 LOT 22 66 SOUTHAMPTON DRIVE OVERPAYMENT TAXES	947.20
CONVENIENT CLOSING SERVICES 3001 LEADENHALL ROAD MT. LAUREL, N.J. 08054 BLOCK 1202 LOT 8 6 FELTER PLACE OVERPAYMENT TAXES	830.24
CONGRESS TITLE 110 BARCLAY PAVILION E. CHERRY HILL, N.J. 08034 BLOCK 801 LOT 19 60 EDGEMONT LANE OVERPAYMENT TAXES	1282.59
GMAC MTG. 3451 HAMMOND LANE PO BOX 780 WATERLOO, IA. 50704-0780 BLOCK 212 LOT 10 27 BERMUDA CIRCLE OVERPAYMENT TAXES	894.76
GARDEN STATE TITLE AGENCY 20 CHAPIN RD. UNIT 1013B PO BOX 2005 PINEBROOK, N.J. 07058 BLOCK 219 LOT 1 38 BARTLETT LANE OVERPAYMENT TAXES	940.64

RICKY & RENEE SHAFER 47 FAIRMOUNT DRIVE WILLINGBORO, N.J. 08046 BLOCFK 1202.01 LOT 91 47 FAIRMOUNT DRIVE OVERPAYMENT TAXES	137.77
CHASE HOME FINANCE, LLC. PO BOX 961227 FORT WORTH, TX. 76161-0227 BLOCK 1016 LOT 4 206 NORTHAMPTON DRIVE OVERPAYMENT TAXES	1001.92
WALLACE, DAVID & FRANKLIN, SHARLEEN C/O JOHN BOROWSKI, ATTY. 7 MIDLAND AVENUE GLEN RIDGE, N.J. 07028 BLOCK 121 LOT 12 19 SEDGEWICK LANE OVERPAYMENT TAXES	1471.69
ADVANCED TITLE AGENCY 1415 HOOPER AVE. SUITE 203 TOMS RIVER, NJ 08753 BLOCK 538 LOT 11 37 MANOR LANE OVERPAYMENT TAXES	970.69
FIRST OPTION TITLE 1818 OLD CUTHBERT ROAD CHERRY HILL, N.J. 08034 BLOCK 315 LOT 21 210 PAGEANT LANE OVERPAYMENT TAXES	1100.00
LOUIS KASSEN, PA. 1864 RT. 70 EAST CHERRY HILL, N.J. 08003 BLOCK 316 LOT 39 5 PEBBLE LANE OVERPAYMENT TAXES	948.14

LEE GRAVES 18 BENTLY LANE WILLINGBORO, N.J. 08046 BLOCK 210 LOT 6 18 BENTLY LANE OVERPAYMENT TAXES	573.83
COUNTRYWIDE HOME LOANS PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 1202 LOT 9 5 FELTER PLACE OVERPAYMENT TAXES	571.26
LSI TAX SERVICES 3100 NEW YORK DR, STE 100 ATTN: JENNIFER MARTINEZ NATIONAL REFUNDS PASADENA, CA. 91107 BLOCK 904 LOT 53 84 RITTENHOUSE DRIVE OVERPAYMENT TAXES	191.04
REGINALD ELLIS 5 MARBLESTONE LANE WILLINGBORO, N.J. 08046 BLOCK 516 LOT 20 5 MARBLESTONE LANE OVERPAYMENT TAXES	1707.06
JAMES & PRISCILLA HAYES 42 PERENNIAL LANE WILLINGBORO, N.J. 08046 BLOCK 333 LOT 12 42 PERENNIAL LANE OVERPAYMENT TAXES	1047.93
COUNTRYWIDE HOME LOANS PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 105 LOT 13 26 SHEFFIELD DRIVE OVERPAYMENT TAXES	990.90

PAUL & CECILE LEWIS  
54 WINTERBERRY LANE  
WILLINGBORO, N.J. 08046  
BLOCK 401  
LOT 17  
54 WINTERBERRY LANE  
OVERPAYMENT TAXES

1529.50

TITLE SOURCE INC.  
1450 WEST LONG LAKE ROAD  
SUITE 400  
TROY, MI. 48098  
BLOCK 1016  
LOT 9  
42 NORMAN LANE  
OVERPAYMENT TAXES

1168.53

**RESOLUTION NO. 2006 - 111**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

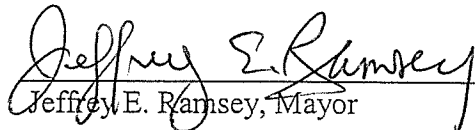
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 9/26, 2006, that an Executive Session closed to the public shall be held on 9/26, 2006, at 7:10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
 Jeffrey E. Ramsey, Mayor

Attest:

  
 Marie Annese, RMC  
 Township Clerk

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



**RESOLUTION NO. 2006 - 112**

**TOWNSHIP OF WILLINGBORO RESOLUTION**

**SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND**

**RESOLUTION TO RENEW**

**WHEREAS**, a number of public entities in the State of New Jersey have joined together from the **Southern New Jersey Regional Employee Benefits Fund**, hereafter referred to as "FUND", as permitted by N.J.A.C. 11:15-3, N.J.S.A. 17:1-8.1, and 40A:10-36 et seq., and;

**WHEREAS**, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

**WHEREAS**, the statutes and regulations governing the creation and operation of a joint insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a FUND;

**WHEREAS**, the Township Council, hereinafter governing body of the Township of Willingboro, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the LOCAL UNIT hereby agrees as follows it will:

- i. Become a member of the FUND for the period outlined in the LOCAL UNITS'S Indemnity and Trust Agreements.
- ii. Participate in the following types(s) of coverage(s):
  - a) Health Insurance as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopt and approve the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.

**BE IT FURTHER RESOLVED** that in open public session on this 26th day of September, 2006, that the Township Council of the Township of Willingboro authorizes and directs the Mayor and Clerk to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND'S Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Insurance and Department of Community Affairs.

**SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND**

ADOPTED: 9/26/06

BY: Jeffrey E. Ramsey  
Jeffrey Ramsey, MAYOR Township of Willingboro

ATTEST:

Marie Annese  
Marie Annese, RMC, CLERK Township of Willingboro

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

SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this 26th day of September, 2006, in the County of Burlington, State of New Jersey, By and Between the **Southern New Jersey Regional Employee Benefits Fund** referred to as "FUND" and the governing body of the Twp. of Willingboro a duly constituted LOCAL UNIT OF GOVERNMENT, hereinafter referred to as "LOCAL UNIT".

WITNESSETH:

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq. and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The LOCAL UNIT accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The LOCAL UNIT agrees to participate in the FUND with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the LOCAL UNIT's resolution to join.
3. The LOCAL UNIT agrees to become a member of the FUND and to participate in the health insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on **January 1, 2007** and ending on **December 31, 2009** at 12:01 AM provided, however, that the LOCAL UNIT may withdraw at any time upon written notice to the FUND.
4. The LOCAL UNIT certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, for

the periods during which the member is receiving coverage, all of whom as a condition of membership in the FUND shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the LOCAL UNIT is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the LOCAL UNIT for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the LOCAL UNIT retained limit or in an amount which exceeds the FUND's limit of coverage.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

7. The LOCAL UNIT and the FUND agree that the FUND shall hold all moneys in excess of the LOCAL UNIT's retained loss fund paid by the LOCAL UNIT to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The FUND shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group health insurance
- b) Employee contributions to contributory group health insurance
- c) Employer contributions to contingency account
- d) Employee contributions to contingency account
- e) Other trust accounts as required by the Commissioner of Insurance

9. Notwithstanding 8 above, to the contrary, the FUND shall not be required to establish separate trust accounts for employee contributions provided the FUND provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each LOCAL UNIT of government who shall become a member of the FUND shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

**SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND**

ADOPTED: 9/26/06

BY: Jeffrey E. Ramsey  
MAYOR

ATTEST:

Roseanne Jones  
CLERK



# TOWNSHIP OF WILLINGBORO

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

August 7, 2006

Michael A. Armstrong, Esquire  
Township Solicitor  
Armstrong Law Firm  
79 Mainbridge Lane  
Willingboro, New Jersey 08046

Dear Mr. Armstrong:

Enclosed for your review and approval are samples of the Resolution to Renew and Indemnity Trust Agreement documents for execution by the Township for our health insurance carrier through the Southern New Jersey Regional Employee Benefits Fund.

As you can see by the cover letter from John Whitley, our Account Manager, of PERMA, these documents are needed no later than September 29, 2006.

Thank you for your assistance in this matter.

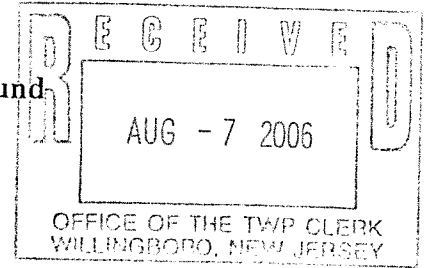
Sincerely,

Denise Rose

*c Township Council*

**Southern New Jersey Regional Employee Benefits Fund**

Park 80 West, Plaza One  
Saddle Brook, NJ 07663  
Telephone (201) 587-0555 Fax (201) 587-8662



**HONORABLE MAYOR AND COUNCIL**

August 4, 2006

Honorable Mayor & Council  
Willingboro Township  
1 Salem Road  
Willingboro, NJ 08046  
Attn: Administrator/Clerk

**Re: Membership Renewal**

Dear Honorable Mayor & Council:

Thank you for your continued membership in the Southern New Jersey Regional Employee Benefits Fund through December 31, 2006. To maintain your membership for another three years in the Fund, I have enclosed two sample documents for execution by your Municipality: 1) Resolution to Renew, 2) Indemnity & Trust Agreement.

To continue your respected membership, please execute the attached Resolution to Renew and the Indemnity & Trust Agreement and return to the Fund office no later than September 29, 2006.

Sincerely,  
Southern New Jersey Regional Employee Benefits Fund

John Whitley, Account Manager  
Public Entity Risk Management Administration, Inc. (PERMA)

Enclosure

cc: Fund Commissioner

Township of Willingboro  
Resolution No. 2006- 113

**APPROVING THE BYLAWS  
OF THE  
SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND**

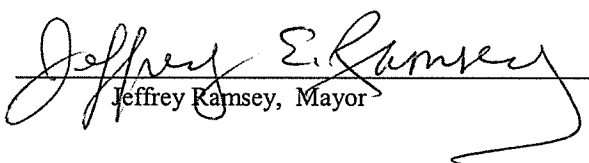
**WHEREAS**, the Township of Willingboro is a member of the Southern New Jersey Regional Employee Benefits Fund, hereinafter the "FUND" and;

**WHEREAS**, Recent changes in the state regulations and Fund practices require the FUND's bylaws to be revised; and


**WHEREAS**, After a public hearing conducted on July 24, 2006 the Board of Commissioners of the FUND recommends revised bylaws to the membership; and

**WHEREAS**, these revised bylaws must be ratified by at least three fourths of the members before they can become effective.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Willingboro assembled in public session on the 26<sup>th</sup> day of September 2006 that the revised bylaws of the Southern New Jersey Regional Employee Benefits Fund are hereby ratified.

  
Jeffrey Ramsey, Mayor

Attest:

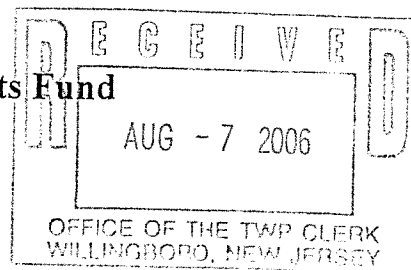
  
Marie Annese, RMC, Clerk

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"/>			



**Southern New Jersey Regional Employee Benefits Fund**

Park 80 West, Plaza One  
Saddle Brook, NJ 07663  
*Telephone (201) 587-0555 Fax (201) 587-8662*



**COUNCIL ACTION NEEDED**

Date: August 4, 2006  
To: Governing Body  
Members of the Southern New Jersey Regional Employee Benefits Fund  
Re: Bylaws

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The Fund adopted the attached amended by-laws at its July 24, 2006 Public Hearing. These amendments will become effective after approval from 75% of the membership, as well as approval from the New Jersey Department of Banking and Insurance.

Attached is a Resolution for your municipality adopting these amendments. Please place this Resolution on your agenda to be adopted, and return to us by October 31, 2006.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "John Whitley".

John Whitley, Account Manager

CC: Fund Commissioners

## Southern New Jersey Regional Employee Benefits Fund

Park 80 West, Plaza One  
Saddle Brook, N.J. 07663  
Telephone (201) 587-0555 Fax (201) 587-8662

Date: July 6, 2006

To: Fund Commissioners  
Southern New Jersey Regional Employee Benefits Fund

From: PERMA

Re: Bylaws

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The current bylaws date to 1993 and do not conform to the numerous changes in the statute and regulations promulgated since then. The draft, revised bylaws incorporate these revisions and will not result in any change in the way the Fund actively operates. Specifically:

- Preamble:
  - Page 2 - Changed to reflect name change from 1999 and to introduce revised by-laws.
- Definitions:
  - Page 3 - Changed to conform to the definitions in the latest regulations.
- Membership:
  - Page 4 – Changed to conform to the latest regulations.
- Organization:
  - Page 9 – Establishes the responsibilities of the Fund Commissioners and Special Commissioner.
  - Page 10 – Moves section on meeting attendance fee to more appropriate location under Executive Committee subtitle on page 12.
  - Page 11 – Clarifies officer succession and executive committee role.
  - Page 12 – Conforms treasurer role to updated statutes and regulations.
  - Page 13 – In lieu of restriction, includes new regulatory provisions requiring notice if there are any ties between the Executive Director

and any servicing organization. Change is in conjunction with new wording on page 21.

- Operation of the Fund:
  - Page 20 – Changed to conform to updated statutes and regulations.
  - Page 21 – In conjunction with the change on page 13, includes new regulatory provisions requiring notice if there are any ties between the Executive Director and any servicing organization.
  - Page 22 – Changed to reflect latest financial regulations.
  
- Meetings and Rules of Order:
  - Page 24 – Permits paper ballots for elections.
  
- Assessments:
  - Page 27 – Conforms assessments language to practice and regulations. Grants the Executive Committee authority to adopt a capping formula for assessments.
  
- Refunds:
  - Page 28 – Refunds or dividends can be adjusted for membership arrearages, a practice already followed by the fund.
  
- Claim handling procedure:
  - Page 33 – Reflects more stringent confidentiality laws.

**SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND**

**BYLAWS**

pricing and reserving.

"ADMINISTRATOR" or "EXECUTIVE DIRECTOR" means a person, partnership, corporation or other legal entity engaged by the Fund or Executive Committee to act as Executive Director, to carry out the policies established by the Fund or executive committee and to otherwise administer and provide day-to-day management of the Fund.

"CHAIRMAN" means the chairman of the Fund commissioners elected by the commissioners pursuant to N.J.S.A. 40A:10-37.

"COMMISSIONER" means the Commissioner of the Department of Banking and Insurance

"DEPARTMENT" means the Department of Banking and Insurance.

"DEPENDENT" means dependent as defined pursuant to N.J.S.A. 40A:10-16.

"Executive Committee" means the committee of insurance fund commissioners, as provided in N.J.S.A. 40A:10-37 et seq.

"FUND" means the Southern New Jersey Regional Employee Benefits Fund.

"FUND YEAR" means the Fund's fiscal year of January 1st through December 31st.

"HEALTH INSURANCE" means health insurance as defined pursuant to N.J.S.A. 17B:17-4; service benefits as provided by health service corporations, hospital service corporations or medical service corporations authorized to do business in this state, including basic health care services and/or supplemental health care services provided by health maintenance organizations, or dental care services provided by dental plan organizations and dental service corporations.

"INDEMNITY AND TRUST AGREEMENT" means a written contract signed by members of the Fund under which each agrees to jointly and severally assume and discharge the liabilities of each and every party to the agreement arising from their participation in the Fund. The agreement shall specify the extent of the local unit's participation in the Fund with respect to the types of coverage to be provided by the Fund and shall include the duration of Fund membership which shall not exceed three years pursuant to N.J.S.A. 40A:11-15 (6). The agreement shall also specify that the member has never defaulted on claims if self-insured and, if not self-insured, has not been canceled for non-payment of insurance premiums for a period of at least two years prior to application to the Fund.

"JOINT INSURANCE FUND" or "FUND" means a group established by two or more local units of government to create a self-insurance fund for the sole purpose of providing contributory or non-contributory group health insurance or group term life insurance to their employees or dependants and to any other person eligible for coverage by a member local unit pursuant to law, approved by the Department pursuant to N.J.S.A. 40A:10-36 et seq. and this subchapter.

Indemnity and Trust Agreement and such other documentation is may be required by the Fund.

2. An application may be approved by a two-thirds vote of the full authorized membership of the Executive Committee if the applicant's claims experience, plan design and personnel practices are compatible with the Fund's objectives and the applicant meets other criteria established by the Fund.
3. Within 15 days of its approval by the Fund, the executed Indemnity and Trust Agreement and the resolution required under Section A (1) above shall be concurrently filed with the Department and the Department of Community Affairs. The filing shall be accompanied by a revised budget with assessment detail if the addition of the new member changes the total budget five percent from the original budget or the latest filed amended budget. The filing shall also include the information required by N.J.A.C. 11:15-3.9(b) inclusive of: the name and address of the new member; the effective date of coverage; the name of the new member's insurance fund commissioner and alternate in accordance with N.J.A.C. 11:15-3.6(e); amendments to the Fund's Bylaws and Plan of Risk Management as may be necessary, and any other information the Commissioner may deem necessary.
4. If a non-member local unit is not approved for membership, the Fund shall set forth in writing the reasons for disapproval and send the reasons for disapproval to the non-member local unit. The Fund shall retain a copy of all disapprovals for five (5) years.
5. Pursuant to N.J.S.A. 40A: 10-36, the governing body of a local unit shall by resolution or ordinance, as appropriate, agree to join the Fund. a. The resolution or ordinance shall provide for execution of a written agreement specifically providing for acceptance of the Fund's Bylaws as approved and adopted pursuant to N.J.S.A. 40A: 10-36 et seq. The resolution shall also provide for the execution of an Indemnity and Trust agreement as defined in Article I and shall specify the extent of the local unit's participation in the Fund with respect to the types of insurance coverage to be provided by the Fund and shall include the duration of Fund membership.
  - b. The Agreement shall specify the extent of the local unit's participation in the Fund with respect to the types of insurance coverage to be provided by the Fund and shall include the duration of Fund membership, which in no event shall exceed three (3) years pursuant to N.J.S.A. 40A: 11-15(6). The Agreement shall also specify that the Fund members have never defaulted on claims if self-insured, and, if not self-insured, have never been cancelled for non-payment of insurance premiums for a period of not less than two (2) years prior to application.
2. The Agreement shall include an executed Indemnity and Trust Agreement.

~~agreement. In lieu of filing copies of the new agreement and new indemnity and trust agreement referred to in N.J.A.C. 11:15-3.6(b)6 for each member's renewal of membership, the Fund shall file a notice with the Department which sets forth the members that have renewed membership and the respective durations of such membership, as well as the members that have not rejoined. Members shall notify the Fund 90 days prior to the expiration of the term of their membership if the member does not desire to continue as a member of the Fund. Members may renew their participation by execution of a new agreement to rejoin the Fund adopted in accordance with the procedures set forth in N.J.A.C. 11:15-3.3(b) affirmed by resolution as provided for in Section A, above, ninety (90) days prior to the expiration of the term period.~~

2. ~~The Fund Commissioners/Executive Committee must act on any renewal application no later than forty-five (45) days prior to the expiration of the term period. Otherwise, the renewal application is automatically approved.~~
3. ~~A renewal application may be rejected by a majority of the full-authorized membership of the Fund Commissioners Executive Committee of the full-authorized membership based upon nonpayment of assessments, noncompliance with risk management or underwriting standards or for other reasons subject to the prior approval of the Commissioner.~~
4. ~~If a member's renewal application is rejected, the Fund shall comply with subsection E C.2, 3 and 4 below.~~
5. ~~Non-renewal of a Fund member does not relieve the member of responsibility for claims incurred by the Fund during its period of membership.~~

~~E D.~~ Termination and/or Withdrawal of Fund Members

1. ~~A participating local unit may be terminated before the end of its membership by a majority vote of the Fund Commissioners or a two-thirds (2/3) vote of the Executive Committee. Termination may occur for non-payment of assessments or continued non-compliance, after written notice to comply, with these Bylaws, noncompliance with risk management or underwriting standards or for other reasons subject to the prior approval of the Commissioner as to reasons for termination. However, such participating local unit shall not be deemed terminated until:~~
  - a. ~~The Fund gives 30 days written notice to the member, by registered or certified mail return receipt requested to the member, ten (10) days written notice of its intention to terminate the member, and, which notice shall state the reasons for the termination.~~

**Article III  
ORGANIZATION**

A. Commissioners

1. Appointment:

- a. Commissioners: In the manner generally prescribed by law, each participating local unit shall appoint one (1) ~~member Commissioner~~ to represent the local unit ~~as a commissioner~~ to the Fund. The person appointed shall be either a member of its governing body or one of its employees.
- b. Alternate Commissioner: Each participating local unit may also appoint an Alternate Commissioner who shall be a member of the governing body or employee of the local unit and shall serve as the local units' Fund Commissioner in the absence of the ~~appointing~~ regular Fund Commissioner.
- c. Special Commissioner: In the event that the number of participating local units is an even number, one (1) ~~additional Special Commissioner and an alternate to the Special Commissioner~~ shall be appointed annually by a participating local unit on a rotating basis determined alphabetically.

The local unit's privilege to appoint the Special Commissioner shall remain with that local unit for one (1) entire Fund Year and the subsequent admission to the Fund of a local unit with a preceding alphabetical prefix shall not deprive any local unit already a member of the Fund of its prerogative to appoint a Special Commissioner during a current local unit Fund Year.

2. Terms of Office and Vacancy:

- a. All terms of office shall expire on January 1st or, ~~if later, the date on which~~ until a successor is duly appointed and qualified.
- b. Commissioners, ~~other than the Special Commissioner~~, who are members of the appointing member's governing body shall hold office for two (2) years or for the remainder of their terms as elected officials, whichever shall be less. ~~except that those Commissioners who are employees of the member local unit shall serve at the pleasure of the appointing authority and can be removed by the member at any time without cause. The Special Commissioner, if any, shall serve until January 1st of the year following appointment provided, however, that if the Special Commissioner is an employee of the appointing member, he or she can be removed by the appointing local unit at any time without cause.~~



2. In the event of a vacancy in any of the officer positions caused by other than the expiration of the term of office, the Fund Commissioners Executive Committee shall by majority vote fill the vacancy for the unexpired term. In the event of a vacancy of both the Chairperson and Secretary, the longest serving member of the Executive Committee, or otherwise the longest serving Fund Commissioner shall serve as Acting Chairperson until the vacancies are filled.
3. Any officer can be removed without cause at any time by a two-thirds (2/3) vote of the full membership of the Fund Commissioners. In this event, the full membership of the Fund Commissioners shall fill the vacancy for the unexpired term.

### C. Executive Committee

1. As soon as possible after the beginning of the year, the Fund Commissioners shall meet and elect Fund Commissioners to serve on the Executive Committee along with the Chairperson and Secretary. The total number of members on the Executive committee shall not exceed number of members plus one if the membership is an even number. If the total number of members exceeds seven (7), the Fund Commissioners shall elect an Executive committee comprised of five (5) Commissioners to serve with the Chairperson and the Secretary. During their term of office, members of the Executive Committee shall exercise the full power and authority of the Fund Commissioners except as otherwise provided in these bylaws.
2. The Executive Committee shall serve co-terminously with their underlying office until January 1st of the following year, or until their successors are duly elected and qualified.
3. The Fund Commissioners shall also elect four (4) Commissioners to serve as alternate members of the Executive Committee. The alternate, or alternates, serving in the absence of a member, or members, of the Executive Committee shall exercise the full power and authority of that absent member or members.
  - a. Alternates shall serve in established priority order, designated as alternate #1, alternate #2, alternate #3 and alternate #4. Alternate #1 shall serve in the absence of one member of the Executive Committee or in the absence of alternate #1, alternate #2 may serve and so on through alternate #4. One or more alternates starting with alternates #1 and #2 shall serve in the absence of two or more Executive Committee members.
4. In the event of a vacancy on the Executive Committee caused by a reason other than the expiration of the term of office, the Executive Committee shall by a majority vote fill the vacancy for the unexpired term. In the event the Executive Committee fails to fill the vacancy, the Fund Commissioners shall fill the vacancy

2. Executive Director/Administrator:

- a. The Administrator shall serve as Executive Director of the Fund and shall be experienced in risk management matters and self-funded entities.
- b. ~~The Administrator, its employees, officers or directors, shall not be an employee, officer or director of, or have either a direct or indirect financial interest in a servicing organization or the Program Manager or any organization which acts as an insurance producer for member local units or the insurance producer appointed by the Fund pursuant to N.J.A.C.11-15-3.6(e) 15.~~
- c. The Administrator shall have the following duties and responsibilities:
  - 1) The Administrator shall ~~act as the executive director to~~ carry out the policies established by the ~~Fund Commissioners/ Executive Committee~~ and to shall otherwise administer and provide for day-to-day management of the Fund.
    - i. Prepare for approval of the Executive Committee and implement the Fund's operations manual and policy procedures manual.
    - ii. Prepare the Fund's budget, compile and bill the monthly assessments.
    - iii. Maintain the Fund's underwriting files including census data, prepare new member submissions for review by the Executive Committee, and supply underwriting data to other Fund professionals as needed.
    - iv. Maintain the Fund's general ledger, accounts payable and accounts receivable functions.
    - v. Coordinate the Fund's meeting agendas, minutes, elections, contracts as well as maintain the Fund's official records and office.
    - vi. Prepare all filings required by state regulators.
    - vii. Attend all meetings of the ~~Executive Committee Fund~~.
    - viii. Perform such other duties specified by the ~~Fund/Executive Committee~~ in its manual of operations pertaining to the Executive Director.

5. Actuary:

The Actuary shall certify the actuarial soundness of the Fund and shall report to the Fund Commissioners/Executive Committee in a manner and at such times established by them and shall provide such actuarial reports as required by the Department of Insurance. The Actuary shall certify loss reserves, reserves for "Incurred But Not Reported" (IBNR) losses and unearned assessments and shall comment on the adequacy of the budget. He/she shall also compute the probable net cost for each Fund Year and shall review and comment on the adequacy of the budget, shall provide such actuarial reports as required by the Department of Insurance, and do such other services as required by N.J.S.A. 40A: 10-36 et. seq., N.J.A.C. 11:15-3.1 et seq. and the Fund's Bylaws:

6. Program Manager:

- a. The Program Manager shall be experienced in health insurance matters.
- b. The Program Manager's duties and responsibilities shall be:
  - i. Act as Program Design Consultant and twice per year prepare a report to the Fund/Executive Committee concerning overall trends and developments in employee benefits, along with a statistical analysis of the Fund's claims data to identify trends and potential cost containment strategies.
  - ii. Meet with and advise various subcommittees established by the Fund for purposes of plan design and cost containment and prepare written reports concerning the deliberation of these subcommittees.
  - iii. Prepare written specifications for review by the Fund Executive Committee for HMO's, PPO'S, conversion benefits, COBRA, TPA's, managed care and cost containment providers, reinsurance, claim auditors, technical writers and, at the request of the Fund Executive Committee, secure these services and/or reinsurance in compliance with the "local Public Contracts Law."
  - iv. Twice a year, prepare a written report to the Fund Executive Committee and the Executive Director concerning the compliance of the various Service Providers listed in Paragraph iii above with respect to the written specifications provided, however, that this evaluation is not intended to be in the scope of an audit and shall not include financial related reviews or evaluate the accuracy of claim payments.

- c. The Program Manager shall be bonded in a form and amount acceptable to the Commissioner. The Program Manager shall be covered by Errors & Omissions insurance.

~~7. In the event of a vacancy in any of the professionals caused by other than the expiration of the term of office, the Fund Commissioners/Executive committee shall by majority vote of the full-authorized membership fill the vacancy for the unexpired term. In the event that any of the professionals are incapacitated, the Fund Commissioners/Executive Committee shall by majority vote appoint an acting professional.~~

~~8.7. All professionals shall be retained on a contractual basis. Said contracts shall be approved by the Fund Commissioners/Executive Committee and submitted to the Commissioner and the Department of Community Affairs.~~

~~9.8. The Fund Commissioners/Executive Committee may, in its discretion, appoint or retain such additional servicing organizations or professionals that it may deem necessary or prudent for the conduct of the Fund's business.~~

#### E. Executive Committee

~~1. If the total number of commissioners exceeds seven (7), as soon as possible after the beginning of the year, the Fund Commissioners shall meet and elect five (5) Commissioners to serve with the Chairperson and the Secretary as the Executive Committee of the Fund. During their term of office, members of the Executive Committee shall exercise the full power and authority of the Fund Commissioners except as otherwise provided in these bylaws. Wherever the term "Fund Commissioners/Executive Committee" appears in these Bylaws, that term shall be interpreted to mean "Executive Committee", except in those cases where the express language and content of these Bylaws or applicable statutes dictate otherwise.~~

~~2. The Executive Committee shall serve co-terminously with their underlying office until January 1st of the following year, or until their successors are duly elected and qualified.~~

~~3. In the event that the Fund Commissioners shall elect an Executive Committee as provided for above, they shall also elect four (4) commissioners to serve as alternate members of the Executive Committee. The alternate, or alternates, serving in the absence of a member, or members, of the Executive Committee shall exercise the full power and authority of that absent member or members.~~

~~a. Alternates shall serve in established priority order, designated as alternate #1, alternate #2, alternate #3 and alternate #4. Alternate #1 shall serve in the absence of one member of the Executive Committee or in the absence of alternate #1, alternate #2 may serve and so on through alternate #4. One or~~

- a. Within ten (10) calendar days of the time he or she is served with the summons, complaint, process, notice or pleadings, he or she delivers the original or exact copy to the Fund Chairman with a copy to the Fund attorney, selected by the Fund to handle such matters, together with a request that the Fund provide for his or her defense; and
  - b. In the event the Fund provides a defense or indemnification, he or she cooperates in the preparation and presentation of the defense with the attorney selected to defend the case; and
  - c. Except in those instances where a conflict of interest exists, as determined by an attorney selected by the Fund to handle such matters, the past, present or future Fund Commissioner, official or employee shall agree that the Fund and its counsel shall have exclusive control over the handling of the litigation.
5. The foregoing right of indemnification shall not be exclusive of any other rights to which any Fund Commissioner, official or employee may be entitled as a matter of law or which may be lawfully granted to him or her; and the right to indemnification hereby granted by this Fund shall be in addition to and not in restriction or limitation of any other privilege or power which the Fund may lawfully exercise with respect to the indemnification or reimbursement of any Fund Commissioner, official or employee; except that in no event shall a Fund Commissioner, official or employee receive compensation in excess of the full amount of a claim and the reasonable costs and expenses incurred in defending such claim.
  6. Expenses incurred by any Fund Commissioner, official or employee in defending an action, suit or proceeding may be paid by the Fund in advance of final determination of such action, suit or proceeding as authorized by the Fund in a specific case upon receipt of an undertaking by or on behalf of such member or officer to repay such amount in the event of an ultimate determination that his or her conduct was such as to fall outside the scope of coverage under this indemnification provision.

#### **Article IV OPERATION OF THE FUND**

##### **A. General Operation**

1. The Fund shall be subject to, and operate in compliance with, the provisions of the "Local Fiscal Affairs law" (N.J.S.A. 40A:5-1, et. seq.), the "the Local Public Contracts Law" (N.J.S.A. 40A:11-1 et. seq.), and regulations (including but not limited to N.J.A.C. 5:34) and the various statutes authorizing the investment of public funds, including, but not limited to, N.J.S.A. 40A:10-10(b), 17-12B-241 and 17:16I-1 et. seq.

2. The Risk Management Plan and all amendments must be approved by the Commissioner and the Commissioner of the Department of Community Affairs before taking effect.

C. Servicing Organizations

1. The Fund may contract to have the following services performed:
  - a. Claims, adjusting, adjudication and administration.
  - b. Compilation of statistics and the preparation of assessment, loss and expense reports.
  - c. Preparation of reports required pursuant to N.J.S.A. 40A:10-36 et seq. and N.J.A.C. 11:15-3.1 et seq.
  - d. Development of members' assessments and fees.
  - e. Cost containment services
  - f. Legal services
  - g. Risk selection and pricing
  - h. Stop-loss and reinsurance producer services
  - i. Actuarial services
  - j. Internal auditing service
  - k. Such other services as the Fund Commissioners/Executive Committee may deem necessary to properly manage the Fund.
2. ~~Except with the approval of the Commissioner, No Servicing Organization, or Program Manager, or producer appointed by the Fund pursuant to N.J.A.C. 11:15-3.6(e)15, or its employees, officers or directors shall have either a direct or indirect financial interest in an Administrator of the Fund or a Program Manager or be an employee, officer or director of an Administrator unless written notice of such interest has been provided to the Fund Commissioners and members. Further, except with the approval of the Commissioner, no Administrator of the fund, or its employees, officers or directors shall be an employee of or have a direct or indirect financial interest in a Servicing Organization, Program Manager, or Producer appointed by that Fund pursuant to N.J.A.C. 11:15-3.6(e)15, unless written notice of such interest has been provided to the Fund Commissioners and members.~~

- c. Reports of all incurred but not reported liabilities certified by a qualified actuary.
  - d. Any material changes in information from previously submitted.
  - e. The number of covered individuals by line of coverage.
3. In addition to the reports required pursuant to section 2 above, the Fund shall also file quarterly unaudited statements of financial condition of the fund in a form acceptable to the Commissioner with the Department and the Department of Community Affairs within sixty (60) calendar days after the end of each calendar quarter.
- 3 4. Such other information as may be required by the Department of Insurance pursuant to N.J.A.C. 11:15-3.24.

#### E. Coverages

The Fund shall offer health insurance coverages to the members. Upon a majority vote of the Fund Commissioners, and the approval of the Commissioner, the Fund may also offer other employee benefits permitted pursuant to N.J.S.A. 40A:10-36, et. seq. At least thirty (30) days prior to the beginning of each Fund Year renewal, the Fund shall notify the Commissioner of any changes in coverage and benefit levels as may be determined and specified by the Fund and its members along with copies of written notice to affected persons.

### Article V MEETING AND RULES OF ORDER

#### A. Meetings

1. Annual Organization Meeting: As soon as possible after the beginning of the year, the Fund Commissioners shall meet to elect officers and Executive Committee, if any, to appoint professionals and to conduct such other business as is necessary. The time and place for the meeting shall be established by the Chairperson, and the Secretary shall send written notice to the clerks of participating local units at least two (2) weeks in advance.
2. Regular Meeting: The Fund Commissioners/Executive Committee shall establish a schedule of regular meetings to conduct the business of the Fund, which shall be at least quarterly. All Fund Commissioners may attend open or closed sessions of the Executive Committee, subject to the provisions of Article XIII, F (4) hereof concerning confidentially and the claims handling procedure.

the hearing date and shall send all Fund Commissioners a copy of the proposed amendment.

3. The amendment is adopted by the Fund when the governing bodies of three-fourths (3/4) of the member local units approve the amendment within six (6) months of the hearing on the amendment. If after six (6) months, the Secretary has not received written notice of approval from three-fourths (3/4) of the member local units, the Secretary shall notify the members that time has expired for the adoption of the amendment.
4. If adopted, the amendment shall not take effect until approved by the Commissioner and the Department of Community Affairs.
5. Within ninety (90) days after the effective date of any amendment to the Bylaws, a member local unit that did not approve the amendment may withdraw from the Fund provided it shall remain liable for its share of any claims or expenses incurred by the Fund during its period of membership.

## Article VI BUDGETS

### A. Budget Preparation

1. Each year, not later than sixty (60) days prior to the beginning of the Fund's subsequent fiscal year, the Fund shall prepare the budget for the next fiscal year. The budget shall identify the proposed items and amounts of expenditure for its operations, the anticipated amounts and sources of assessments and other income to be received during the fiscal year and the status of the self-insurance or loss retention accounts. The budget shall be prepared on a basis that does not recognize investment income or discounting of claim reserves but recognizes all anticipated or forecasted losses and administrative expenses associated with that fiscal year.
2. The budget shall be reviewed by an actuary who shall comment on its adequacy and shall recommend changes, as appropriate prior to the budget introduction.

### B. Budget Adoption

1. Not later than November 30th of each year, the ~~Fund Commissioners/~~Executive Committee shall adopt by majority vote the budget for the Fund's operation for the coming fiscal year.
2. A copy of the Fund's proposed budget ~~(as changed to reflect the actuary's report)~~ shall be sent to each participating local unit at least two (2) weeks prior to the time scheduled for its adoption. No budget or amendment shall be adopted until a hearing has been



2. Adjusted Monthly Assessment

- a. ~~With the approval of the Executive Committee, The Executive Director shall modify compute the base monthly assessment for each member unit by multiplying the member's latest census by it's latest to reflect changes in the plan of benefits and employee census. The Executive Director shall use a rating structure approved by the actuary. The rating structure shall take into consideration whether claims incurred by a member unit prior to membership are to be covered by the Fund. Whenever a change in a member's plan design is approved, the Executive Committee shall modify that member's monthly per capita assessment rate in accordance with the recommendation of the actuary.~~
  - b. The Treasurer shall deposit each member's assessments into the applicable accounts including the Administrative Account, Contingency Account and the Claim or Loss Retention Trust Fund Account by Fund Year.
3. In the event the Fund directly bills retirees, and individuals covered pursuant to COBRA and conversion options, the member local unit shall be assessed for any delinquency in said payments.

B. Supplemental Assessments

1. ~~The Fund Commissioners/Executive Committee shall by majority vote levy on the participating local units additional assessments, whenever needed or so ordered by the Commissioner, to supplement the Fund's Claim Loss Retention or Administrative Accounts to assure the payment of the Fund's obligations. No retiree, or individual billed directly by the Fund for coverage under COBRA or conversion options shall be subject to supplemental assessment and any such deficits shall be assessed to the appropriate member local units.~~
2. All supplemental assessments shall be charged to the participating member local units by applicable Fund year, and shall be apportioned by that year's assessments for that line of coverage.
3. All local units shall be given thirty (30) days advance written notice of the Fund's intention to charge an additional assessment, and the Fund shall conduct a hearing before adopting the supplemental assessment.
4. Local units shall have thirty (30) days to pay the Fund from the due date established by the Executive Committee at the time any supplemental assessment is adopted. Whenever possible, the due date shall be no sooner than the beginning of the Fund's next fiscal year.

**Article IX**  
**STOP-LOSS INSURANCE AND/OR REINSURANCE**

- A. Where self-insured, the Fund shall provide a plan for specific and/or aggregate stop-loss insurance or reinsurance in a form and amount acceptable to the Commissioner from an insurer or other entity authorized or admitted to provide such coverage in the state pursuant to law.
- B. If due to condition in the commercial insurance market, specific and/or aggregate insurance or reinsurance is either not available or the pricing is such that, or for other valid reasons, in the judgment of the ~~Fund Commissioners/Executive Committee~~, it would be in the best interest of the Fund not to carry such specific and/or aggregate insurance or reinsurance, and if the Fund's actuary certifies that the retention is in accordance with sound actuarial principles, the ~~Fund Commissioners/Executive Committee~~ may apply to the Commissioner for a waiver of the requirements of N.J.A.C. 11:15-3.23.
- C. If the waiver referred to in B above is granted by the Commissioner and results in a revision(s) and/or amendment(s) of either the Plan of Risk Management or the Budget, they shall not be effective until they have been approved by the Commissioner and the Commissioner of the Department of Community Affairs.
- D. Certificates of stop-loss insurance and/or reinsurance showing policy limits and other information shall be available for inspection of each member and shall be filed with the Commissioner.
- E. Any proposed change in the terms or limits of stop-loss insurance and/or reinsurance shall be submitted to the Department of Insurance and the Department of Community Affairs for approval at least thirty (30) days prior to the effective date of the proposed change.

**Article X**  
**TRUST FUND ACCOUNTS, INVESTMENTS AND DISBURSEMENTS**

- A. Establishment of Trust Fund Accounts
  - 1. By resolution, the Fund shall designate a public depository or depositories for its monies pursuant to N.J.S.A. 40A:5-14. The resolution shall also designate a person to be custodian of the funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law.
  - 2. The Fund shall establish a separate Fund Trust Account in accordance with N.J.A.C. 11:15-3.6(b)6 from which monies shall be disbursed solely for the payment of claims,

## B. Investments

1. The free balance of any account shall be invested to obtain the maximum interest return practical. All investments shall be in accordance with the Fund's cash management plan and consistent with the statutes and rules governing the investment of public funds by local governments and pursuant to N.J.S.A. 40A:10-10(b).
2. The investment and interest income earned by the investment of the assets of each Claim or Loss Retention Account shall be credited to each account by Fund Year.
3. The investment and interest income earned by investment of the assets of the Administrative Account and Contingency Account shall be credited to that Account.
4. With the prior approval of the Commissioner and the Commissioner of Community Affairs, the Fund may join together with other joint insurance funds to implement a joint investment and cash management program as permitted pursuant to N.J.S.A. 40:8A-3.

## C. Disbursements

1. Prior to any commitment or agreement requiring the expenditure of funds, the custodian of the Fund's assets shall certify the availability of sufficient unencumbered funds in the account to fully pay all charges or commitments to be accepted.
2. All disbursements, payments of claims and expenditures of funds must be approved by a majority vote of the Fund's Commissioners/Executive Committee.
3. Notwithstanding subsections 1 and 2 above, the Fund may provide for the expeditious resolution of certain claims by designating the Fund's Administrator or Service Organization as "certifying and approving officer" pursuant to N.J.S.A. 40A:5-17. The Fund may authorize the "certifying and approving officer" to approve for payment any or specified claims in an amount not to exceed an amount approved by the Commissioner in the Plan of Risk Management. The Fund shall establish such other procedures and restrictions on the exercise of this authority, as the Fund may deem appropriate. The authority of the certifying and approving officer may be revoked at any time.
4. Upon approval, the "certifying and approving officer" shall certify the amount and particulars of such approved claims to the custodian of the Fund's assets directing that a check for payment be prepared.
5. The "certifying and approving officer" shall prepare a report of all claims approved since the last report, detailing the nature and the amount of the claim, the payee, the reasons supporting payment and any other pertinent information. This report shall be

amendments. By majority vote, the Fund Commissioners may recommend to the members that the Fund be dissolved in accordance with the plan of dissolution.

- D. A majority of the governing bodies of the participating municipalities must, by resolution, vote to accept the plan of dissolution in order to dissolve the Fund.
- E. The plan of dissolution, and other such information as may be required, must be filed with, and approved in writing by the Commissioner and the Commissioner of the Department of Community Affairs before the dissolution of the Fund is effective.

### Article XIII CLAIMS HANDLING PROCEDURE

- A. Compliance: The Fund shall comply with the requirements of N.J.S.A. 17B:30-13.1 and 13.2 and N.J.A.C. 11:2-17 and N.J.A.C. 11:15-3.22.
- B. Registration of Claims: Covered individuals shall submit claims to the Third Party Claims Administrator (TPA) retained by the Fund. Each covered employee shall have an identification card, which contains the name and telephone number of the TPA. Claim reporting forms shall be made available to each participant.
- C. Claims Response: Upon receipt of the initial notice of claim, the TPA shall process the information in the following manner:
  - 1. Validate that the person has coverage.
  - 2. Determine if claim is eligible.
  - 3. Calculate the amount payable based upon the plan or benefits deductible, coinsurance, any cost containment features in the plan, and coordination of benefits (COB) factors.
  - 4. Pay valid claims or issue notice of rejection.
  - 5. If a notice of rejection is issued, the reason for said rejection shall be stated thereon.
- D. Periodic Review of Pending Claims: All pending claims will be reviewed not less than monthly. The TPA shall submit a report to the Fund not less than quarterly.
- E. Approval of Payments: The Fund shall specify in the contract the TPA's claims payment authority.
- F. Confidentiality:
  - 1. The complaint handling procedure shall provide for the confidentiality of the claimant's identity as required by N.J.A.C. 11:15-3.22. As mandated by New Jersey Law, All Employee claims information is privileged and confidential and shall not be included as a part of any open public record.

the ensuing meeting agenda. Prior to distribution of any writing concerning this appeal, all reference to the plan participant or the Town shall be stricken. The Program Manager shall review the claim and make a written recommendation to the Executive Committee prior to their deliberation regarding same. Whenever practical, the Executive Committee shall render its decision upon conclusion of the discussion at the appeal meeting, and if the plan participant is not present, advise the plan participant in writing of the determination and the reasons therefore within five (5) days.

3. If the plan participant is dissatisfied with the Executive Committee's determination, the plan participant may appeal this determination to the independent appeal organization designated by the Fund annually for a non-binding determination pursuant to fair, informal procedures adopted from time to time.
4. If the plan participant is dissatisfied with the determination of the independent appeal agency, the plan participant may exercise any remedies provided by law.

**Article XIV**  
**COMPLAINT HANDLING PROCEDURES**  
**(Other Than Disputed Claims)**

- A. Whenever any interested party shall submit a complaint in writing to the Fund, the Administrator or any member of the Fund, a copy thereof shall be forthwith communicated to the Executive Committee for consideration at their next regularly scheduled meeting, unless the complaint is received seven (7) business days or fewer prior to the next meeting, in which case it shall be considered at the next ensuing meeting.
- B. At said meeting, the ~~Fund Commissioners~~/Executive Committee shall consider the complaint, and by recorded vote take such action as might be appropriate.
- C. The complaining party, through the Executive Director, shall receive written notice of the Executive Committee's findings. The written notice to the complaining party may, where appropriate, include an opportunity for the complaining party to have a hearing concerning its complaint before the Executive Committee.
- D. The Fund shall keep a separate record of each complaint. This record shall indicate the total number of complaints, their classification by line of insurance, the nature of each complaint, the disposition of each complaint, and the time it took to process each complaint.
- E. For purposes of this article "complaint" means any written communication primarily expressing a grievance.

general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records at any reasonable time as far as they show or tend to show or verify the amount of remuneration or other premium basis, or relate to the subject matter of the Fund.

- B. Notice of Claim or Suit: If claim is made or formal petition or a suit or other proceedings are brought against a member local unit, the member local unit shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.
- C. Assistance and Cooperation of the Member Local Unit: The member local unit shall cooperate with the Fund, and upon the Fund's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings. The member local unit shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and other services at the time of injury as are required by law.
- D. Action Against Fund: No action shall lie against the Fund unless, as a condition precedent thereto, the member local unit shall have fully complied with all the terms of these Bylaws, nor until the amount of the member local unit's obligation to pay shall have been finally determined either by judgment against the member local unit after actual trial or by written agreement of the member local unit, the claimant and the Fund. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under these Bylaws to the extent of the protection afforded herein. Nothing contained in these Bylaws shall give any person or organization any rights to joint the Fund as a co-defendant in any action against the member local unit to determine the member local unit's liability.

Bankruptcy or insolvency of the member local unit shall not relieve the Fund of any of its obligations.

- E. Subrogation: In the event of any payment under these Bylaws, the Fund shall be subrogated to all rights of recovery therefore of the member local unit and any person entitled to the benefits of these Bylaws against any person or organization and the member local unit shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The member local unit shall do nothing after loss to prejudice such rights.
- F. Conformance With Statute: In the event any portion of these Bylaws conflict with any statute or administrative regulation covering joint insurance funds, the provision of any such regulation shall control to the extent it conflicts.

**TOWNSHIP OF WILLINGBORO**  
**RESOLUTION 2006-114**

**WHEREAS**, the Township Council, Township of Willingboro, County of Burlington, New Jersey, has requested and received an appraisal of the property located at intersection (SEC) of Campbell Drive and VanSciver Parkway in the Township of Willingboro, County of Burlington, New Jersey and also known as Block 3, Lot 4.05 on the Willingboro, Township, New Jersey Tax Map (hereinafter referred to as "the property"): and

**WHEREAS** the Parcel of land is currently owned by Willingboro Urban Renewal, LLC.

**WHEREAS**, the factual basis for the request is as follows:

1. The Township of Willingboro desires to condemn the aforesaid property for the establishment of a Park and Ride parking lot for the benefit of the citizens of Willingboro, New Jersey and surrounding communities.
2. The current owner of the property intends to utilize the property for a purpose which may inhibit the Township of Willingboro use of the subject land as a Park and Ride facility.
3. The Township Council of the Township of Willingboro believes that the purchase of the property is in the best interest of the Township of Willingboro.
4. JMA Appraisal Group has provided an Appraisal Report of the subject property at the Township's request.

**WHEREAS**, the Solicitor of the Township of Willingboro has reviewed the Appraisal Report and determined it to be in compliance with N.J.S.A. 20:3-6.

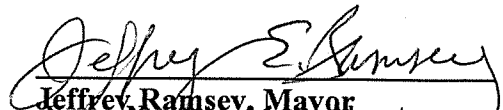
**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Willingboro assembled in public session this twenty-sixth day of September 2006 that the Township of Willingboro shall move to condemn the aforesaid property for the benefit of the citizens of Willingboro, New Jersey.

**Township of Willingboro**



**Marie Annese, Clerk, RMC**

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



**Jeffrey Ramsey, Mayor**  
Yes No Abstain Absent  
✓  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. 2006 - 115**

**A RESOLUTION AWARDDING A BID FOR  
2006 REPLACEMENT OF CONCRETE CURBS, SIDEWALKS AND  
DRIVEWAYS**

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 Sullivan & Pigliacelli, Inc., 556 Roberts Ave., Bellmawr, NJ 08031 in the amount of \$43,920.00 (representing items 1 through 10 of the base bid); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of October, 2006, that the bid be accepted as per the attached recommendation of the Township Engineer.

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

  
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

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

Resolution Date: 10/10/06

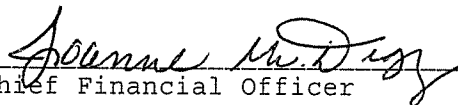
Resolution Number: 2006-115

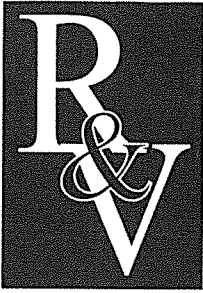
Vendor: SULLIVAN SULLIVAN & PIGLIACELLI INC  
556 ROBERTS AVE  
BELLEMAWR, NJ 08031

Contract: 06-00007 SULLIVAN-CURBS/SIDEWALK/DRIVES

Account Number	Amount	Department Description
C-04-55-905-004-919	43,920.00	GENERAL CAPITAL 2005
Total	43,920.00	

Only amounts for the 2006 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

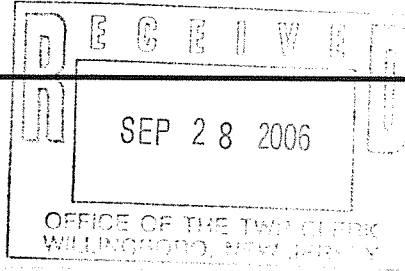
  
-----  
Chief Financial Officer



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

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

EXECUTIVE VICE PRESIDENTS  
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 Edward J. Walberg, P.E., P.P., C.M.E.  
 Thomas F. Beach, P.E., C.M.E.  
 Richard G. Arango, P.E., C.M.E.



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

**SENIOR ASSOCIATES**  
 John J. Cantwell, P.E., P.P., C.M.E.  
 Alan Dittenhofer, P.E., P.P., C.M.E.  
 Frank J. Seney, Jr., P.E., P.P., C.M.E.  
 Terence Vogt, P.E., P.P., C.M.E.  
 Dennis K. Yoder, P.E., P.P., C.M.E.  
 Charles E. Adamson, P.L.S., A.E.T.  
 Kim Wendell Bibbs, P.E., C.M.E.  
 Marc DeBlasio, P.E., P.P., C.M.E.  
 Leonard A. Faiola, P.E., C.M.E.

**Remington & Vernick  
 Engineers**

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

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

**Remington, Vernick  
 & Vena Engineers**

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

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

**Remington, Vernick  
 & Walberg Engineers**

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

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

**Remington, Vernick  
 & Beach Engineers**

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

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

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

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

**Remington, Vernick  
 & Arango Engineers**

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

September 25, 2006

Ms. Marie Annese, Clerk  
 Township of Willingboro  
 1 Salem Road  
 Willingboro, NJ 08046

**RE: 2006 Replacement of Concrete Curbs, Sidewalks  
 and Driveways  
 Township of Willingboro  
 Our File #0338T047**

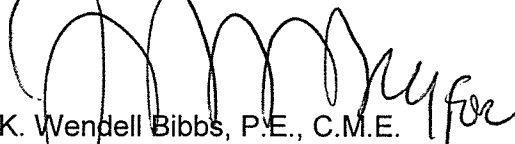
Dear Ms. Annese:

We have tabulated the bids received on September 22, 2006, with reference to the above-captioned project and find the low bidder to be Sullivan & Pigliacelli, Inc., 556 Roberts Avenue, Bellmawr, New Jersey, 08031 in the amount of \$43,920.00, representing items 1 through 10 of the base 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 Sullivan & Pigliacelli, Inc. If sufficient funds are available, we recommend the award of the entire project base bid in the amount of \$43,920.00. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

**REMINGTON & VERNICK ENGINEERS, INC.**

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

KWB/SP/el

Enclosures

cc: Denise Rose, Township Manager  
 Michael Armstrong, Township Solicitor  
 George Laporte  
 Syreeta Paul

x:\shared documents\east orange office\specifications\0338-t-047 curbs, sidewalks, driveways specs\award ltr 09-22-06.doc

**MEMORANDUM**

**TO:** Frank J. Seney  
**FROM:** Elaine E. Lashley  
**RE:** 2006 Replacement of Concrete Curbs, Sidewalks and Driveways  
**DATE:** September 25, 2006

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:

<b><u>CONTRACTOR</u></b>	<b><u>BID AMOUNT</u></b>
Sullivan & Pigliacelli, Inc.	\$43,920.00
S. Batata Construction, Inc.	\$49,100.00
Paramount Enterprises, Inc.	\$59,100.00
The low bidder is:	Sullivan & Pigliacelli, Inc.
The high bidder is:	Paramount Enterprises, Inc.
The average bid price is:	\$50,706.67
Engineer's Estimate for this project:	\$28,335.00

**R** REMINGTON & VERNICK ENGINEERS  
**V** BID TABULATION

PROJECT NAME: 2006 CONCRETE SIDEWALK AND DRIVEWAY REPLACEMENT

PROJECT NUMBER: 0308T047

CLIENT: TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS	Sullivan & Pigiaccelli, Inc. 556 Roberts Avenue Bellmawr, NJ 08031 (856-933-0055) ((BB, CS, SS, etc.))		TOTAL
			UNITS PRICE	TOTAL	
1	ROADWAY EXCAVATION, EARTH	35 CY	\$50.00	\$1,750.00	
2	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	110 SY	\$30.00	\$3,300.00	
3	HOT MIX ASPHALT BASE COURSE, MIX I-2, 4" THICK	25 TON	\$90.00	\$2,250.00	
4	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	15 TON	\$120.00	\$1,800.00	
5	NO ITEM	0	\$0.00	\$0.00	
6	MONOLITHIC ROLLED CURB & GUTTER (REPLACE IN KIND)	375 LF	\$42.00	\$15,750.00	
7	CONCRETE SIDEWALK, 4" THICK	115 SY	\$78.00	\$8,970.00	
8	CONCRETE DRIVEWAY, 6" THICK, SIDEWALK SECTION	50 SY	\$60.00	\$3,000.00	
9	CONCRETE DRIVEWAY, 6" THICK, APRON	30 SY	\$70.00	\$2,100.00	
10	MAINTENANCE AND PROTECTION OF TRAFFIC	1 LS	\$5,000.00	\$5,000.00	
<b>TOTAL CONSTRUCTION COST</b>				<b>\$43,920.00</b>	

S. Batata Construction, Inc. 11 Jackson Street, Suite 2G South River, NJ 08882 (732-721-3213) ((BB, CS, SS, etc.))		UNITS PRICE	TOTAL
		\$100.00	\$3,500.00
		\$20.00	\$2,200.00
		\$95.00	\$2,375.00
		\$150.00	\$2,250.00
		\$0.00	\$0.00
		\$30.00	\$11,250.00
		\$75.00	\$8,625.00
		\$80.00	\$4,000.00
		\$80.00	\$2,400.00
		\$12,500.00	\$12,500.00
			<b>\$49,100.00</b>

Paramount Enterprises, Inc. P. O. Box 3228 Cherry Hill, NJ 08034 (856-424-9999) ((BB, CS, SS, etc.))		UNITS PRICE	TOTAL
		\$50.00	\$1,750.00
		\$50.00	\$5,500.00
		\$150.00	\$3,750.00
		\$200.00	\$3,000.00
		\$0.00	\$0.00
		\$60.00	\$22,500.00
		\$100.00	\$11,500.00
		\$100.00	\$5,000.00
		\$100.00	\$3,000.00
		\$3,100.00	\$3,100.00
			<b>\$59,100.00</b>



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

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

TELEFAX COVER SHEET

TO: Syretta Paul  
COMPANY: R + V  
DATE: 10/23/06  
TO FAX NO. Auto

FROM: Marie Annese EXT. 6202 PAGES 6

SUBJECT: Res 2006-115 Award Curb & Side  
Walk Phase I + Backup

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

**RESOLUTION NO. 2006 – 116**


**AUTHORIZING RELEASE OF PERFORMANCE BOND MODERN GROUP  
(New Castle Lane Sewer & Water Extension)**

WHEREAS, at the request of Modern Group an inspection of the above referenced project was made by Remington & Vernick; and

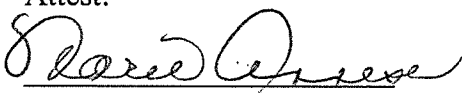
WHEREAS, it was determined by the engineer, in accordance with his letter dated August 22, 2006, that the contractor has complied with the Township Engineer's requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3<sup>rd</sup> day of October, 2006, that the Township Council authorizes the release of the performance bond and original maintenance bond (posted July 18, 2005) subject to payment in full of all outstanding Remington & Vernick vouchers and the contractor posting a new maintenance guarantee in the amount of \$3,636.75, which is 15% Cost of Construction, to be held for two years.

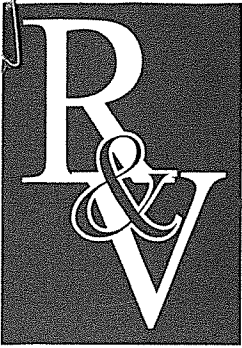
BE IT FURTHER RESOLVED that copies of this resolution be provided to the Finance Director, the Auditor, the contractor for their information and attention.

  
Jeffrey E. Ramsey, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<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"/>			



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

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

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DIRECTOR OF OPERATIONS  
 CORPORATE SECRETARY  
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Remington & Vernick  
 Engineers  
 232 Kings Highway East  
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 (856) 795-9595  
 (856) 795-1882 (fax)

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 (609) 522-5313 (fax)

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 (610) 940-1050  
 (610) 940-1161 (fax)

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

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

www.rve.com

August 22, 2006

Ms. Denise Rose, Township Manager  
 Township of Willingboro  
 Municipal Complex  
 1 Salem Road  
 Willingboro, NJ 08046



Re: Township of Willingboro  
 New Castle Lane Sewer & Water Extension  
 House #1, #5&#9  
 Block 1020, Lot 110.01  
 Performance Bond Release  
 RV&A File #0338R003


Dear Denise:

At the request of the Modern Group, Remington, Vernick & Arango Engineers Inspection Department has conducted an inspection to the above reference project. Based upon our investigation, we recommend a release of the Performance Bond originally established in the amount of \$24,245.00 with the Township of Willingboro, subject to the activation of a Maintenance Bond posted in the amount of \$3,636.75 which is 15% Cost of Construction to be held for a period of two (2) years.

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

If you should have any further questions or require any additional information, please contact George H. LaPorte III, C.M.I., A.E.T., Senior Field Supervisor at (609) 298-6017.

Sincerely,  
**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**

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

RGA/clg

c: Maria Annese, Township Clerk  
 Dutch Schwertner Modern Group  
 Wendel Bibbs R&V  
 Syreeta Paul R&V  
 George La Porte RV&A



**REMINGTON & VERNICK ENGINEERS**  
 232 Kings Highway East, Haddonfield, New Jersey  
**PERFORMANCE BOND ESTIMATE**

**PROJECT NAME:**

HOUSE #1, #5 & #9 NEW CASTLE LANE FOR SEWER AND WATER EXTENSION (R+V w/ "R" + #)

**PROJECT NUMBER:**

**CLIENT:**

TOWNSHIP OF WILLINGBORO

22-Jun-05

#	DESCRIPTION	UNITS	ESTIMATED QUANTITY	EST. UNIT PRICE	AMOUNT
1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$7,500.00	\$7,500.00
2	ROADWAY EXCAVATION, EARTH	CY	230	\$15.00	\$3,450.00
3	MILLING, 2" THICK (FULL ROADWAY WIDTH)	SY	535	\$3.00	\$1,605.00
4	DENSE - GRADED AGGREGATE (DGA), 6" THICK (TRENCH PATCH)	SY	105	\$10.00	\$1,050.00
5	HOT MIX ASPHALT BASE COURSE, MIX 1-2, 8" THICK (TRENCH PATCH)	TON	50	\$65.00	\$3,250.00
6	HOT MIX ASPHALT SURFACE COURSE, MIX 1-5, 2" THICK (FINAL OVERLAY)	TON	65	\$65.00	\$4,225.00
7	PRIME COAT	GAL	40	\$2.00	\$80.00
8	TACK COAT	GAL	80	\$2.00	\$160.00
9	MONOLITHIC ROLLED CURB & GUTTER	LF	60	\$25.00	\$1,500.00
10	CONCRETE SIDEWALK, 4" THICK	SY	25	\$50.00	\$1,250.00
11	FERTILIZING AND SEEDING TYPE A-3	SY	25	\$3.00	\$75.00
12	TOPSOILING, 4" THICK	SY	25	\$4.00	\$100.00
TOTAL ESTIMATED COST:					\$24,245.00
CONTINGENCIES (20%):					\$4,849.00
TOTAL PERFORMANCE BOND AMOUNT REQUIRED:					\$29,094.00
TWO YEAR MAINTENANCE BOND AMOUNT REQUIRED:					\$4,364.10
INSPECTION ESCROW AMOUNT:					\$3,250.00

} ROAD OPENING  
 STILL NEEDED FOR RD. OPENING

RESOLUTION NO. 2006 - 117  
**A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.**

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

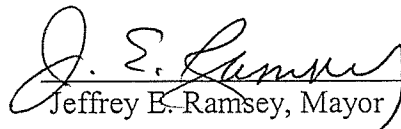
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10/3, 2006, that an Executive Session closed to the public shall be held on 10/3, 2006, at 7:10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
 Jeffrey B. Ramsey, Mayor

Attest:  
  
 Marie Annese, RMC  
 Township Clerk

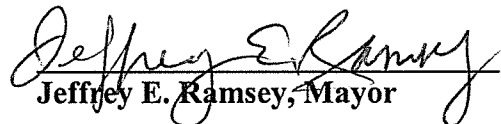
Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**TOWNSHIP OF WILLINGBORO  
RESOLUTION 2006-118**

**WHEREAS**, a vacancy will exist on November 8, 2006, in the office of Judge of the Willingboro Township, New Jersey Municipal Court,

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Willingboro, New Jersey, assembled in public session this 3<sup>rd</sup> day of October, 2006, that Harold W. George, Esquire be and is hereby appointed as Judge of the Willingboro Township Municipal Court for a three year term, effective November 8, 2006, and shall be compensated in accordance with the Willingboro Township Salary Ordinance.

**BE IT FURTHER RESOLVED**, that copies of this resolution shall be provided to this appointee and to the Honorable John A. Sweeney, A.J.S.C., to the Court Administrator of the Willingboro Municipal Court and to the Township Chief Financial Officer for their information and attention.

  
Jeffrey E. Ramsey, Mayor

**Attest:**

  
Marie Annese, RMC

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

RESOLUTION NO. 2006 – 119

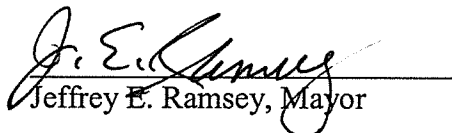
**AUTHORIZING RELEASE OF PERFORMANCE BOND  
GRACE BAPTIST CHURCH / ROAD OPENING 28 NEW COACH PLACE**

WHEREAS, at the request of Grace Baptist Church 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 September 20, 2006, 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 10<sup>th</sup> day of October, 2006, that the Township Council authorizes the release of the performance bond in the amount of \$33,407.00 (posted September 21, 2005) subject to payment in full of all outstanding Remington & Vernick vouchers and Grace Baptist Church posting a Maintenance Bond in the amount of \$4,555.50 to be held for two years.

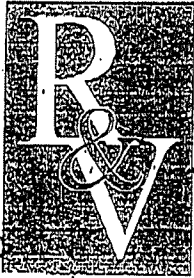
BE IT FURTHER RESOLVED that copies of this resolution be provided to the Finance Director, the Auditor, and Grace Baptist Church for their information and attention.

  
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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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

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

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

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

SENIOR ASSOCIATES  
John J. Cantwell, P.E., P.P., C.M.E.  
Alan Dittenhofer, P.E., P.P., C.M.E.  
Frank J. Seney, Jr., P.E., P.P., C.M.E.  
Terence Vogt, P.E., P.P., C.M.E.  
Dennis K. Yoder, P.E., P.P., C.M.E.  
Charles E. Adamson, P.L.S., A.E.T.  
Kim Wendell Bibbs, P.E., C.M.E.  
Marc DeBlesio, P.E., P.P., C.M.E.  
Leonard A. Falota, P.E., C.M.E.

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

15-33 Haleded Street  
East Orange, NJ 07018  
(973) 323-3055  
(973) 324-3088 (fax)

Remington, Vernick  
& Vena Engineers  
9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-6416 (fax)

3 Jocama Boulevard, Suite 2  
Old Bridge, NJ 08857  
(732) 966-8000  
(732) 591-2815 (fax)

Remington, Vernick  
& Walberg Engineers  
845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 Now Jersey Avenue  
Wildwood City, NJ 08260  
(609) 322-5150  
(609) 522-5319 (fax)

Remington, Vernick  
& Beach Engineers  
922 Fayette Street  
Cynthiaville, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

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

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

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

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

September 20, 2006

Ms. Denise Rose  
Township Manager  
Township of Willingboro  
Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046

Re: Township of Willingboro  
Grace Baptist Church  
28 New Coach Place  
Block 5, Lot 610  
Performance Bond Release  
Our File #0338R004

Dear Denise:

At the request of Grace Baptist Church; Remington, Vernick & Arango Engineers' Inspection Department has conducted an inspection to the above reference project. Based upon our investigation, we recommend a release of the Performance Bond originally established in the amount of \$33,407.00 with the Township of Willingboro, subject to the activation of a Maintenance Bond posted in the amount of \$4,555.50 to be held for a period of two (2) years.

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

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

Sincerely,  
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

*George H. LaPorte III*  
George H. LaPorte III, C.M.I., A.E.T.  
Senior Field Supervisor

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

GHL:RGA:kpc

cc: Eider Bailey, Grace Baptist Church  
Maria Annesse, Township Clerk  
K. Wendell Bibbs, P.E., C.M.E.  
Syreeta Paul  
Ray Longmore  
Hasson Shipman

C:\Share\Willingboro\004 Grace Baptist Church\004perfbndrel.doc

**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**

243 Route 130 Suite 200  
Bordentown, New Jersey, 08505  
(609) 298-6017  
Fax (609) 298-8257

**Fax Transmittal Cover Page**

Date: 10/3/06

Please deliver the following document(s) to: Marie Annese, Insp. Clerk

Transmittal from: Karen Cole Sarah Wooding, Planning Board

Fax No.: Phone No.: Secretary

Number of Pages including the cover page:

RE: Wendell asked me to fax this to you again.

Have a Good Day!

\*\*\*\*CONFIDENTIALITY NOTE\*\*\*\*

The documents accompanying this fax transmission contain information from Remington & Vernick Engineers, Inc. which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named on this fax 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 fax information is strictly prohibited, and the documents should be returned to Remington & Vernick Engineers, Inc. immediately. In this regard, if you have received this fax transmission 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.

✓

**RESOLUTION NO. 2006 – 120**

**Whereas**, since the institution in 1977 as part of the package of bills establishing the Property Tax Relief Fund, funded by New Jersey's first Income Tax, the artificial limits of local budgetary discretion contained in the local government cap law have, repeatedly, proved to be unworkable and in need of amendment in time of fiscal stress; and

**Whereas**, the latest amendments to the cap law were enacted in 2004 as part of Governor McGreevey's FAIR Plan, which was supposed to provide short term property tax relief and produce long term property tax reform, the cap amendments being a part of the short term relief component; and

**Whereas**, those 2004 amendments drastically lowered the cap, eliminated important exceptions to the cap and severely limited the use of "cap banking" which is crucial to municipal intermediate range budgetary planning; and

**Whereas**, despite the recommendations of the Governor's Blue Ribbon Property Tax Convention Task Force and despite the energetic efforts of a core of concerned and committed legislators and the outspoken support of a large and growing coalition of citizens' public interest groups, the Legislature has, to date, failed to advance the cause of property tax reform, continuing decades of inattention to a problem that a majority of our fellow citizens consistently identify as their greatest public policy concern; and

**Whereas**, instead, State policy makers have consistently under-funded, cut and eliminated crucial municipal property tax relief programs, thereby exacerbating the property tax crisis and making it increasingly difficult for municipal budget makers to meet the needs and honor the wishes of local property taxpayers and to deal with current fiscal stresses over which they have no control; and

**Whereas**, in recognition of these serious issues, legislation has been introduced to provide appropriate flexibility to help local budget makers better meet citizen needs for high quality public programs and services; and

**Whereas**, in order to do so, the bills (A-3444/S-2138) would first, make permanent the temporary cap exception for costs of domestic security preparedness and responses to incidents and threats to domestic security; second, make permanent the temporary cap exception for liability insurance, workers' compensation insurance and employee group insurance; and finally, provide an exception from the county and municipal local budget cap for appropriations for the costs of goods and services, including wage and salary increases that are required under contracts entered into prior to July 7, 2004, the effective date of P.L.2004,c74, the statute that reduced the local budget cap limits to the lesser of 2.5% or the consumer price index; and


**Whereas**, while extremely beneficial for rational effective budgetary planning, the "cap banking" problems created by the 2004 amendments will pose lasting and growing problems for municipalities trying to prepare for unanticipated exigencies and immanent needs.

**Now Therefore Be It Resolved**, that the Township Council of the Township of Willingboro does fully support and urge swift and favorable action on A-3444/S-2183; and


Resolution No. 2006 – 120 cont'd.

**Be It Further Resolved**, that we do respectfully request an amendment to the bill to restore “cap banking” to its previous status, as it existed prior to the 2004 amendments; and

**Be It Further Resolved**, that copies of this resolution be forwarded to our State Legislative Delegation and to the New Jersey League of Municipalities.

  
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	✓			



# MAYORS FAX ADVISORY



New Jersey State League  
of Municipalities

407 West State Street, Trenton, NJ 08618  
PHONE: (609) 695-3481 FAX: (609) 695-5156  
EMAIL: [League@njslom.com](mailto:League@njslom.com) [www.njslom.org](http://www.njslom.org)

William G. Dressel, Jr., EXECUTIVE DIRECTOR

Michael J. Darcy, CAE, ASSISTANT EXECUTIVE DIRECTOR

October 4, 2006

*Filed  
10/10/06*

RE: A-3444/S-2183  
CAP RELIEF

Dear Mayor:

We strongly support companion cap relief bills, A-3444/S-2183. Action is needed as soon as possible to save important municipal and county budget Cap exceptions, which had been granted in 2003 (P.L. 2003, c. 92). Due to sunset provisions, the exceptions expired on June 18.

The expired exceptions were for certain insurance and homeland security costs. Local budget makers have no control over these costs, which continue to increase well beyond the Cap limits.

The loss of these exceptions hits our fiscal year towns immediately. It will hit all other municipalities and all counties on January 1, unless the exceptions are extended.

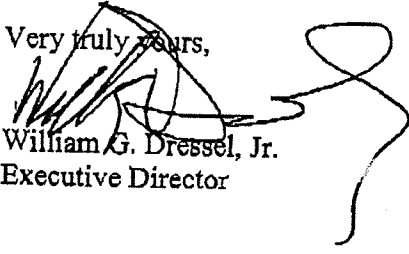
Without timely action on this bill, local budget makers will be forced to short-change other vital services, in order to keep total spending under the artificial limits imposed by the cap.

Please contact your State Legislators and urge them to advance A-3444/S-2183.

Also, if at all possible, ask them to consider one further problem that was created when the cap was amended in 2004, as part of Governor McGreevey's FAIR plan. The 2004 amendments seriously circumscribed the use of 'cap banking.' 'Cap banking' had formerly been used by local officials as a means of planning for major capital expenditures, and as a hedge against the economic impact of unanticipated disasters, natural and otherwise. It, thereby, helped facilitate intermediate range (longer than one year) budgetary planning. Local officials are often told to be more business-like in their approach to fiscal planning. Given the artificial constraints of the cap law, 'cap banking' permitted them to do so.

A sample resolution is attached. If you have any questions, please contact Jon Morris at 609-695-3481, ext. 21.

Very truly yours,

  
William G. Dressel, Jr.  
Executive Director

WGD/sc

Legislative Services  
Phone: (609) 695-3481  
Fax: (609) 695-5156  
[www.njslom.org](http://www.njslom.org)

## **SAMPLE RESOLUTION FOR RELIEF FROM THE MUNICIPAL CAP LAW**

**WHEREAS**, since their institution in 1977 as part of the package of bills establishing the Property Tax Relief Fund, funded by New Jersey's first Income Tax, the artificial limits on local budgetary discretion contained in the local government cap law have, repeatedly, proved to be unworkable and in need of amendment to relieve fiscal stress; and

**WHEREAS**, the latest amendments to the cap law were enacted in 2004 as part of Governor McGreevey's FAIR Plan, which was supposed to provide short term property tax relief and produce long term property tax reform, the cap amendments being a part of the short term relief component; and

**WHEREAS**, those 2004 amendments drastically lowered the cap, eliminated important exceptions to the cap and severely limited the use of 'cap banking,' which is crucial to municipal intermediate range budgetary planning; and

**WHEREAS**, despite the recommendations of the Governor's Blue Ribbon Property Tax Convention Task Force and despite the energetic efforts of a core of concerned and committed legislators and the outspoken support of a large and growing coalition of citizens' public interest groups, the Legislature has, to date, failed to advance the cause of property tax reform, continuing decades of inattention to a problem that a majority of our fellow citizens consistently identify as their greatest public policy concern; and

**WHEREAS**, instead, State policy makers have consistently under-funded, cut and eliminated crucial municipal property tax relief programs, thereby exacerbating the property tax crisis and making it increasingly difficult for municipal budget makers to meet the needs and honor the wishes of local property taxpayers and to deal with current fiscal stresses over which they have no control; and

**WHEREAS**, in recognition of these serious issues, legislation has been introduced to provide appropriate flexibility to help local budget makers better meet citizen needs for high quality public programs and services; and

**WHEREAS**, in order to do so, the bills (A-3444/S-2183) would: first, make permanent the temporary cap exception for costs of domestic security preparedness and responses to incidents and threats to domestic security; second, make permanent the temporary cap exception for liability insurance, workers' compensation insurance and employee group insurance; and finally, provide an exception from the county and municipal local budget cap for appropriations for the costs of goods and services, including wage and salary increases that are required under contracts entered into prior to July 7, 2004, the effective date of P.L.2004, c.74, the statute that reduced the local budget cap limits to the lesser of 2.5% or the consumer price index; and

**WHEREAS**, while extremely beneficial for rational effective budgetary planning, the 'cap banking' problems created by the 2004 amendments will pose lasting and growing problems for municipalities trying to prepare for unanticipated exigencies and immanent needs; now therefore be it

**RESOLVED**, that the governing body of \_\_\_\_\_ does fully support and urge swift and favorable action on A-3444/S-2183; and be it further

**RESOLVED**, that we do respectfully request an amendment to the bill to restore 'cap banking' to its previous status, as it existed prior to the 2004 amendments; and be it further

**RESOLVED**, that copies of this resolution be forwarded to our State Legislative Delegation and to the New Jersey League of Municipalities.

✓

**TOWNSHIP OF WILLINGBORO  
RESOLUTION 2006-121**


**WHEREAS**, vacancies exist on the Willingboro Municipal Utilities Authority;  
and

**WHEREAS**, it is the intention of the Willingboro Township Council to appoint Mr. Edward McFadden as a full member of the M.U.A., to fill an unexpired term through January 31, 2009; and

**WHEREAS**, it is the intention of the Willingboro Township Council to appoint Ms. Ayisha Gordon as Alternate No, 2, to fill an unexpired term through January 31, 2009.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Willingboro, New Jersey, assembled in public session this 10<sup>th</sup> day of October, 2006, that Mr. McFadden and Ms. Gordon be appointed to the respective positions effective this date.

**BE IT FURTHER RESOLVED** that a copy of this resolution be provided to the appointees and the Executive Director of the W.M.U.A. for their information and attention.

  
\_\_\_\_\_  
Jeffrey E. Ramsey, Mayor

**Attest:**

  
\_\_\_\_\_  
Marie Annesé, RMC

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

**RESOLUTION NO. 2006 - 122**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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


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


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

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10/10, 2006, that an Executive Session closed to the public shall be held on 10/10, 2006, at 7:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
 \_\_\_\_\_  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 \_\_\_\_\_  
 Marie Annese, RMC  
 Township Clerk

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

**RESOLUTION NO. 2006- 123**


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

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

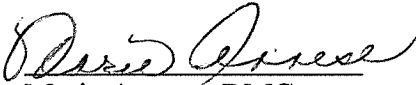
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24<sup>th</sup> day of October, 2006, that refunds be made as per the attached schedule; and

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

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annesé, RMC  
Township Clerk

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

ALICIA VIRUET 50 BALLAD LANE WILLINGBORO, N.J. 08046 BLOCK 235 LOT 15 50 BALLAD LANE OVERPAYMENT TAXES	\$890.39
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE SUITE 100 ATTN: NJ TEAM ROCHESTER, NY 14623 BLOCK 323 LOT 27 23 POPLAR LANE OVERPAYMENT TAXES	1566.19
JOYCE RENEE BOST-LEWIS 51 HARRINGTON CIRCLE WILLINGBORO, N.J. 08046 BLOCK 608 LOT 123 51 HARRINGTON CIRCLE OVERPAYMENT TAXES	991.53
LAUREL J. MARTIN 34 MAYAPPLE LANE WILLINGBORO, N.J. 08046 BLOCK 526 LOT 9 34 MAYAPPLE LANE OVERPAYMENT TAXES	346.53
INDEPENDENCE ABSTRACT & TITLE 1040 KINGS HWY-NORTH, SUITE 700 CHERRY HILL, N.J. 08034 BLOCK 640 LOT 8 24 HOLTON LANE OVERPAYMENT TAXES	1318.88
INTEGRITY TITLE 1415 ROUTE 70 EAST, SUITE 602 CHERRY HILL, N.J. 08034 BLOCK 613 LOT 17 45 HARGROVE LANE OVERPAYMENT TAXES	1122.24

RESOLUTION 2006 - 124  
 Issuance of Duplicate Tax Sale Certificate

WHEREAS, P.L. 1997, Chapter 99, requires the authorization of the governing body for the replacement and issuance of a duplicate tax sale certificate held by a third-party lien holder which has been lost.


NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Willingboro, County of Burlington, State of New Jersey, hereby authorizes the Tax Collector, upon receipt of an appropriate affidavit from owner of the certificate, prepare a replacement certificate for Tax Sale Certificates and issued to the original lien holder know as follows:

<u>Certificate #</u>	<u>Lien Holder</u>
2000-34	Garden State Investment Group
2004-11	Wachovia for Phoenix Funding
2004-84	Wachovia for Sass Municipal
2006-00071	Harris Nesbitt

BE IT FURTHER RESOLVED, that a \$100 fee is assessed to each the above mentioned lien holders for the preparation of the Certificate of Redemption.

BE IT FINALLY RELOSVED, that a copy of said Certificates of Redemption shall be attached herewith, and a certified copy be forwarded to the Tax Collector and lien holder.

  
 Marie Annese, RMC

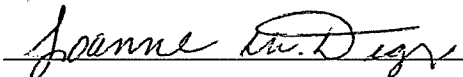
  
 Jeffery Ramsey, Mayor

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

## CERTIFICATE OF REDEMPTION

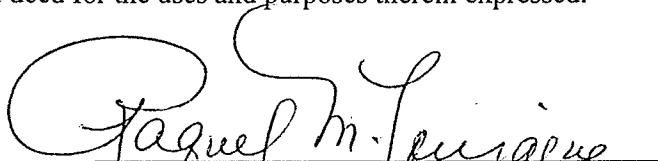
KNOW ALL MEN BY THESE PRESENTS, that I, Joanne G. Diggs, Collector of Taxes of the Municipality of Willingboro Township, in the County of Burlington, State of New Jersey, do hereby certify that Tax Sale Certificate #2004-0011 in the amount of \$2,530.94, issued by Joanne G. Diggs, Collector of Taxes of the Municipality of Willingboro Township, on property assessed to Dirk Baay, and known as Block 110, Lot 15, and dated June 2<sup>nd</sup>, 2004, in favor of Wachovia-As Cust. For Phoenix Fund, and recorded in Mortgage Book MB-09879, Page 535, in Burlington County on July 5<sup>th</sup>, 2004, was paid and satisfied and the same may be discharged of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of in accordance with and pursuant to N.J.S.A. 54:5-55.

  
Joanne G. Diggs, Tax Collector

STATE OF NEW JERSEY  
COUNTY OF BURLINGTON:

BE IT REMEMBERED that on this 21<sup>st</sup> day of July 2006, before me the subscriber, personally appeared Joanne G. Diggs, Collector of Taxes of the Municipality of Willingboro Township, who I am satisfied is the person mentioned in the foregoing certificate of redemption and thereupon she acknowledges that she signed, sealed and delivered the same as her act and deed for the uses and purposes therein expressed.

  
NOTARY PUBLIC

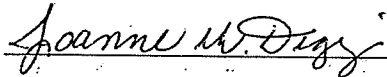
RAQUEL M. TOUJAGUE  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 11/1/2009



## CERTIFICATE OF REDEMPTION

KNOW ALL MEN BY THESE PRESENTS, that I, Joanne G. Diggs, Collector of Taxes of the Municipality of Willingboro Township, in the County of Burlington, State of New Jersey, do hereby certify that Tax Sale Certificate #2006-00071 in the amount of \$3,604.51, issued by Joanne G. Diggs, Collector of Taxes of the Municipality of Willingboro Township, on property assessed to Saida & Jahangir Mughal, and known as Block 407, Lot 4, and dated April 12<sup>th</sup>, 2006, in favor of Harris Nesbitt as Sec. Pty, and recorded in Mortgage Book MB-10975, Page 089, in Burlington County on June 12<sup>th</sup>, 2006, was paid and satisfied and the same may be discharged of record.

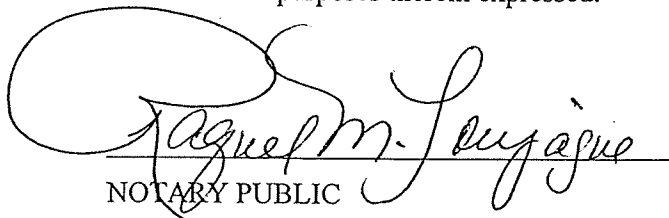
IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of in accordance with and pursuant to N.J.S.A. 54:5-55.

  
Joanne G. Diggs, Tax Collector

STATE OF NEW JERSEY  
COUNTY OF BURLINGTON:

BE IT REMEMBERED that on this 19<sup>th</sup> day of September, 2006, before me the subscriber, personally appeared Joanne G. Diggs, Collector of Taxes of the Municipality of Willingboro Township, who I am satisfied is the person mentioned in the foregoing certificate of redemption and thereupon she acknowledges that she signed, sealed and delivered the same as her act and deed for the uses and purposes therein expressed.

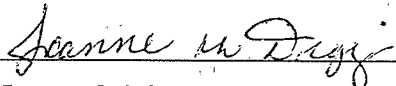
RAQUEL M. TOUJAGUE  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 11/1/2009

  
NOTARY PUBLIC

## CERTIFICATE OF REDEMPTION

KNOW ALL MEN BY THESE PRESENTS, that I, Joanne G. Diggs, Collector of Taxes of the Municipality of Willingboro Township, in the County of Burlington, State of New Jersey, do hereby certify that Tax Sale Certificate #2000-00034 in the amount of \$1,837.87, issued by Joanne G. Diggs, Collector of Taxes of the Municipality of Willingboro Township, on property assessed to Fuller-Craig, Lorriane A. & Johnson, M A, and known as Block 207, Lot 11, and dated October 4<sup>th</sup>, 2000, in favor of Garden State Investment Group, and recorded in Mortgage Book MB-7861, Page 945, in Burlington County on October 31<sup>st</sup>, 2000, was paid and satisfied and the same may be discharged of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of in accordance with and pursuant to N.J.S.A. 54:5-55.

  
\_\_\_\_\_  
Joanne G. Diggs, Tax Collector

STATE OF NEW JERSEY  
COUNTY OF BURLINGTON:

BE IT REMEMBERED that on this 17<sup>th</sup> day of October, 2006, before me the subscriber, personally appeared Joanne G. Diggs, Collector of Taxes of the Municipality of Willingboro Township, who I am satisfied is the person mentioned in the foregoing certificate of redemption and thereupon she acknowledges that she signed, sealed and delivered the same as her act and deed for the uses and purposes therein expressed.

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

  
\_\_\_\_\_  
NOTARY PUBLIC

**RESOLUTION NO. 2006 - 1025**  
**A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.**

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

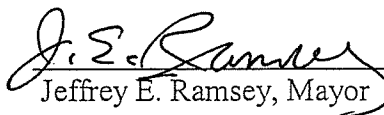
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 10/24, 2006, that an Executive Session closed to the public shall be held on 12/24, 2006, at 7:20 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
 Jeffrey E. Ramsey, Mayor

Attest:

  
 Marie Annese, RMC  
 Township Clerk

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

RESOLUTION NO. 2006 - 126

A RESOLUTION AWARDDING A BID FOR  
LEAF DISPOSAL

WHEREAS, the Township Council of the Township of Willingboro has requested that quotes be obtained for Leaf Disposal at a New Jersey State certified location; and

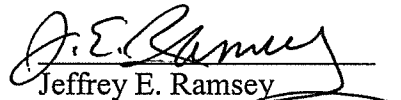
WHEREAS, quotes have been received based on the exemption from bidding under the Local Public Contracts Law NJSA 40A:11-5; and

WHEREAS, it appears to be in the best interest of the Township to accept the quote of Sunnyside Dairies, Inc., 613 Woodlane Road, Mount Holly, New Jersey 08060 in the amount of \$3.00 per cubic yard (based on 10,000 cubic yards at \$30,000.00); 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 24<sup>th</sup> day of October, 2006 that the quote be accepted as per the attached quote sheet specifications and recommendation; and

BE IT FURTHER RESOLVED, that the quotes 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: 10/26/06

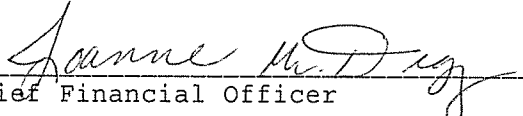
Resolution Number: 2006-126

Vendor: SUNNY033 SUNNYSIDE DAIRIES INC.  
618 WOODLANE ROAD  
MT. HOLLY, NJ 08060

Contract: 06-00008 SUNNYSIDE-LEAF DISPOSAL

Account Number	Amount	Department Description
6-01-26-290-291-132	30,000.00	PUBLIC WORKS
Total	30,000.00	

Only amounts for the 2006 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

TOWNSHIP OF WILLINGBORO  
SOLICITATION OF QUOTATION FOR

*Barbara*  
*for*

PROJECT: ~~LEAF~~ ~~COLLECTION~~

DEPARTMENT: DPW P.O.

ITEM OR SERVICE: Disposal Site Needed for Imp. Leaves

SOLICITED BY:  PHONE  LETTER  IN PERSON  NEWSPAPER  
 CATALOG  OTHER (list) \_\_\_\_\_

QUOTES NOT SOUGHT  NOT AWARDED TO LOWEST BIDDER

Write statement of explanation on reverse side of this page.

1. VENDOR: ARTISTIC NURSERY RESPONSE: Y

PHONE #: 609-859-2383 FAX #: \_\_\_\_\_

PRICE: \$2/cu Bic Yards DELIVERY: \_\_\_\_\_

SPECIAL TERMS: \* Must Be Ground w/ TUB GRINDER: CANNOT HANDLE  
VOLUME of 10000 cu YDS. MUST BE BLENDED WITH SOIL

2. VENDOR: KATONA FARM RESPONSE: (Y) No

PHONE #: 609-298-3342 FAX #: \_\_\_\_\_

PRICE: \_\_\_\_\_ DELIVERY: \_\_\_\_\_

SPECIAL TERMS: WILL NOT TAKE THEM

3. VENDOR: H. W. BIBBS RESPONSE: (A) No

PHONE #: 298-3855 609-381-1904 FAX #: \_\_\_\_\_

PRICE: \$7 cubic Yards DELIVERY: \_\_\_\_\_

SPECIAL TERMS: \_\_\_\_\_

AWARDED TO: (4) Winner Farm (SEE ATTACHED LETTER)

TERMS/SPECIAL COMMENTS: \_\_\_\_\_

SOLICITATION PERFORMED BY OR UNDER THE SUPERVISION OF:

[Signature]  
(SIGNATURE)

DATE: 10/16/06

*Not  
5 State  
Certified*

104

Rich  
a. Council

Attachment # 1

**Sunnyside Dairies, Inc.**  
**613 Woodlane Road**  
**Mt. Holly, NJ 08060**

**609-410-8134**

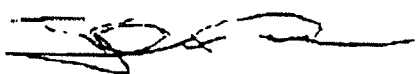
**August 28, 2006**

**Another Option for Leaf Disposal**

Sunnyside Farms, located in Wesampton Township has received an exempt recycling acknowledgment letter from New Jersey Department of Environmental Protection that allows us to accept leaves from municipalities to be spread on 500 acres of our farm. We anticipate starting this activity when leaf pick-up begins, usually around mid-October and continuing until the end of the year. Operating hours will be from 8:00 a.m. to 4:00 p.m. Monday to Friday. Arrangements can be made for other delivery times. The tipping fee will be \$3.00/yd, billed on truck size, not quantity of the load. Delivery slips will be provided for each load and a monthly summary will be mailed to participating townships. Final statements and bills will be sent when leaf collection is completed. In addition, recycling tonnage reports will be sent to each township, the county, and the DEP before Feb 1, 2007 for proper credit.

Please consider this option and call me personally with any questions.

Sincerely,



Roger I Winner

**TOWNSHIP OF WILLINGBORO  
DEPARTMENT OF PUBLIC WORKS**

**Solicitation of Quotes for Leaf Disposal Services**

**1.0 General:**

The purpose of this contract is secure disposal services of organic material generated in the course of its leaf collection program to a pre-determined disposal site (within a 5 mile radius of the Township) for the Willingboro Department of Public Works at a firm fixed priced for the term as shown below.

The price submitted shall cover all costs for disposal (within a 5 mile radius of the Township). The contract shall be administered by the Willingboro Public Works Department for the Township of Willingboro. It is understood that all costs associated with disposal (within a 5 mile radius of the Township) are included in the submitted bid.

**2.0 Contract Term and Extension:**

- 2.1 The term of this shall be effective beginning on or about November 1 2006 and shall be in force for a period of one (1) year through September 30 2007.
- 2.2 Upon mutual agreement of both parties, the contract maybe extended under the same terms and conditions on the anniversary date for additional one-year periods as provided under the Local Public Contract Law (LPCL 40A:11-15).

**3.0 Estimated Quantities:**

- 3.1 Approximately ten thousand (10,000) loose cubic yards of organic yard waste will be delivered during the contract term.
- 3.2 Quantities shown herein are estimated total annual requirements and are the for the purpose of quote evaluation. The Township of Willingboro reserves the right to deliver such quantities as may be required during the contract period, but does not guarantee any minimum or maximum to be delivered during the period specified. All requests as directed to the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

**4.0 Method of Award:**

It is the intent of the Township to award a single contract for all items herein to the lowest responsive and responsible bidder.

**5.0 Pricing:**

Pricing quoted herein shall be firm through the entire term of this contract. No escalation in pricing shall be permitted during the contract term.



## **6.0 Requirements:**

- 6.1 **Insurance:** The successful contractor shall provide Insurance Coverage in accordance with the Township of Willingboro's Insurance Requirements included herein.
  - 6.1.1 Contractor agrees to provide the Township with thirty (30) days written notice of cancellation or material change.
  - 6.1.2 Contractor shall provide the Township with Certificates of Insurance evidencing the above required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the *Office of the Purchasing Agent, Township of Willingboro, 1 Salem Road, Willingboro, New Jersey, 08046*
- 6.2 **NJDEP approved site:** Successful contractor must provide proof of certification of an approved site to receive the materials as issued by the New Jersey Department of Environmental Protection.

## **7.0 Payments:**

- 7.1 The contractor shall furnish the Township with itemized invoices on a monthly basis, or as otherwise agreed upon with the Department of Public Works administration.
- 7.2 The Township of Willingboro is exempt from State Sales tax and Federal Excise tax. These taxes shall not be included in the submitted pricing. The Township shall provide tax exemption certificates upon request.
- 7.3 Invoices must be submitted by the Contractor to the Willingboro Township Department of Public Works, 429 JFK Way, Willingboro, NJ 08046. The Township will provide monthly payment on the 5<sup>th</sup> day of the month for the services provided by the contractor under this agreement, provided the contractor submits invoice(s) by the 15<sup>th</sup> day of the previous month. Monthly payment is contingent upon work being completed by the contractor and/or contractor's employees as required by this agreement.

## **8.0 Technical Inquiries:**

Technical Inquiries shall be directed to Mr. Richard Brevogel, Director of Public Works. The Department can be reached at 609-835-1498.

**Existing Conditions:**

It is the contractor's responsibility to become familiar with the conditions of the work to be accomplished at the work site. Submission of a quote will assume that the contractor has included all labor and materials necessary in the quoted price to fully complete the work. Work operations and safety, at the contractor's disposal site, are the exclusive responsibility of the contractor.

**DETAILED QUOTE SPECIFICATIONS for LEAF DISPOSAL SERVICES for the TOWNSHIP OF WILLINGBORO, Willingboro NJ:**

- 1.0 **Scope:** The scope of this requirement is to define the requirements for disposal (within a 5 mile radius of the Township) services of organic material, generated in the course of the Township of Willingboro, Department of Public Works' leaf collection program, to a pre-determined disposal site.
  - 1.1 The Township will transport its organic/recyclable material to contractor's site for disposal.
  
- 2.0 **Frequency:**
  - 2.1 A normal work week will be 5 days, Monday through Friday, but may be extended at the discretion of the Township. Disposal activities will take place between the hours of 7:00 a.m. and 6:00 p.m., (Mon-Sun).
  
- 3.0 **Disposal Site:**
  - 3.1 The designated disposal site must be a Class C disposal site as designated by the New Jersey Department of Environmental Protection, or must have an exemption from the NJDEP.

**RESOLUTION NO. 2006 – 127**

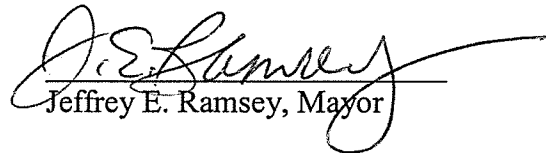
WHEREAS, Willingboro Township Council, by Resolution No. 2005 - 149 awarded a bid to **Asphalt Paving Systems Inc.**, for Resurfacing of Charleston Road for a total bid award of **\$331,811.00**; and

WHEREAS, the Engineer has submitted paperwork for Certificate No. 3 and Change Order No. 1 (Final) representing Extras amounting to \$5,955.00, Supplementals amounting to \$10,560.00 and Reductions amounting to \$16,515.00 for a total contract amount of **\$331,811.00**; and

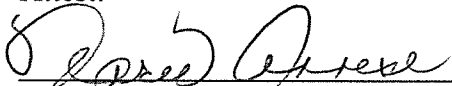
WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8<sup>th</sup> day of November, 2006, that the above Certificate No. 3 and Change Order No. 1 are approved; and

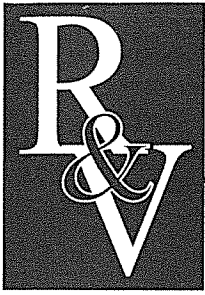
BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Finance Director, Engineer and Auditor for their information.

  
Jeffrey E. Ramsey, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓ (L.Aie)
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			



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

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

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

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

**SENIOR ASSOCIATES**  
John J. Cantwell, PE., P.P., C.M.E.  
Alan Dittenhofer, PE., P.P., C.M.E.  
Frank J. Seney, Jr., PE., P.P., C.M.E.  
Terence Vogt, PE., P.P., C.M.E.  
Dennis K. Yoder, PE., P.P., C.M.E.  
Charles E. Adamson, P.L.S., A.E.T.  
Kim Wendell Bibbs, PE., C.M.E.  
Marc DeBlasio, PE., P.P., C.M.E.  
Leonard A. Faiola, PE., C.M.E.

**Remington & Vernick  
Engineers**

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

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

**Remington, Vernick  
& Vena Engineers**

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

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

**Remington, Vernick  
& Walberg Engineers**

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

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

**Remington, Vernick  
& Beach Engineers**

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

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

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

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

**Remington, Vernick  
& Arango Engineers**

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

October 16, 2006

Ms. Denise Rose  
Township Manager  
Township of Willingboro  
Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046

Re: Township of Willingboro  
FY 2004 & 2005 NJDOT Trust Fund  
Resurfacing of Charleston Road  
Certificate #3 Recommendation  
Change Order #1 FINAL  
RV&A File No. 0338T020

Dear Ms. Rose:

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

Also enclosed please find four (4) original signed copies of Change Order No. 1 FINAL for your review and approval. Upon execution, please return all four (4) original signed copies to our office for further distribution to the state.

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

Sincerely,  
**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**

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

RGA:kpc

Enclosure(s)

cc: Asphalt Paving Systems, Inc.

Q:\Shared\Inspections\Willingboro\Billing\Resurfacing of Charleston Road\020 ct #3.rtf



*Earning Our Reputation Everyday Since 1901*

[www.rve.com](http://www.rve.com)

**RESOLUTION NO. 2005 - 149**

**A RRESOLUTION AWARDDING A BID FOR  
RESURFACING OF CHARLESTON ROAD**

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

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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Asphalt Paving Systems Inc., P. O. Box 530, Hammonton, N. J. 08037. The award is for a total bid amount of \$331,811.00; 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 25<sup>th</sup> day of October, 2005, that the bid be accepted as per the recommendation of the Township Engineer.

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

\_\_\_\_\_  
Eddie Campbell, Jr.  
Mayor

Attest:

\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

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



**PROJECT NAME:**

FY 2004 & 2005 NJDOT TRUSTFUND  
 RESURFACING OF CHARLESTON ROAD

**CERTIFICATE #3**

**PROJECT NUMBER:**

0338T020

**CLIENT:**

TOWNSHIP OF WILLINGBORO

*x Matt Olive 10/17/06*  
 Contractor's Signature Date

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #3	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	MAINTENANCE AND PROTECTION OF TRAFFIC	1 LS	\$18,000.00	\$18,000.00	0	1	\$18,000.00
2	CONCRETE PAVEMENT RECLAMATION, 12" DEPTH	13200 SY	\$9.95	\$131,340.00	0	13200	\$131,340.00
3	STABILIZING AGENT, LIME (IF & WHERE DIRECTED)	150 TON	\$180.00	\$27,000.00	0	150	\$27,000.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	1600 TON	\$55.00	\$88,000.00	0	1600	\$88,000.00
4E	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	75.5455 TON	\$55.00		75.5455	75.5455	\$4,155.00
5	PRIME COAT	4400 GAL	\$0.01	\$44.00	0	0	\$0.00
6	INLET CASTINGS, TYPE B, WITH ECO TYPE N CASTINGS, OR APPROVED EQUAL	12 UN	\$1,200.00	\$14,400.00	0	11	\$13,200.00
7	RESET CASTINGS	3 UN	\$350.00	\$1,050.00	0	3	\$1,050.00
8	9" X 18" CONCRETE VERTICAL CURB	165 LF	\$33.00	\$5,445.00	0	130	\$4,290.00
9	MONOLITHIC ROLLED CURB & GUTTER, (REPLACE IN KIND, IF & WHERE DIRECTED)	475 LF	\$33.00	\$15,675.00	0	175	\$5,775.00
10	CONCRETE SIDEWALK, 4" THICK	270 SY	\$60.00	\$16,200.00	0	270	\$16,200.00
10E	CONCRETE SIDEWALK, 4" THICK	30 30	\$60.00		30	30	\$1,800.00
11	CONCRETE DRIVEWAY, 6" THICK	25 SY	\$100.00	\$2,500.00	0	3	\$300.00
12	DETECTABLE WARNING SURFACES, CLAY BRICK PAVERS	170 SF	\$22.00	\$3,740.00	0	128	\$2,816.00

13	RESET VENT/VALVE BOXES (IF & WHERE DIRECTED)	3	UN	\$100.00	\$300.00	0	3	\$300.00
14	LOOP DETECTORS	121	LF	\$22.00	\$2,662.00	87	87	\$1,914.00
15	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN	220	LF	\$4.00	\$880.00	200	200	\$800.00
16	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC	200	SF	\$8.00	\$1,600.00	167	167	\$1,336.00
17	TOPSOILING, 4" THICK	425	SY	\$6.00	\$2,550.00	0	425	\$2,550.00
18	FERTILIZING AND SEEDING, TYPE A-3	425	SY	\$1.00	\$425.00	0	425	\$425.00
S19	BASE REPAIRS	480	TON	\$22.00		480	480	\$10,560.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$331,811.00</u>
LESS 2% RETAINAGE	<u>\$6,636.22</u>
SUBTOTAL	<u>\$325,174.78</u>
LESS AMOUNT PREVIOUSLY CERTIFIED	<u>\$305,021.08</u>
<b>AMOUNT DUE THIS CERTIFICATE</b>	<b><u><u>\$20,153.70</u></u></b>

**SUMMARY**

ORIGINAL CONTRACT AMOUNT \$331,811.00  
CHANGE ORDERS ( ADJUSTED AMOUNTS )

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


TOTAL CHANGE ORDERS \$0.00  
**AMENDED CONTRACT AMOUNT \$331,811.00**



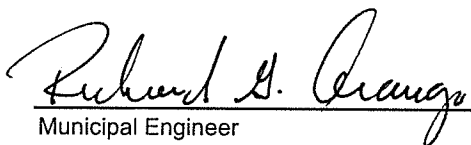
PAYMENTS TO DATE (AMOUNT)

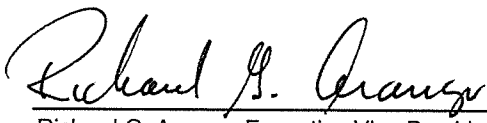
1	\$239,197.91
2	\$65,823.17
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL PAYMENTS TO DATE (AMOUNT)	<u>\$305,021.08</u>
AMOUNT OF THIS CERTIFICATE	<u>\$20,153.70</u>
TOTAL AMOUNT OF WORK COMPLETED	<u>\$331,811.00</u>
NOTICE TO PROCEED DATE	<u>03/20/06</u>
PROJECT COMPLETION DATE	<u>05/04/06</u>
TIME EXTENSION	<u>7/29/2006</u>

  
Contract Administrator 10-17-06  
Date

  
Senior Field Supervisor 10/18/06  
Date

  
Municipal Engineer 10/18/06  
Date

  
Richard G. Arango, Executive Vice President 10/18/06  
Date

**PROJECT NAME:**

FY 2004 & 2005 NJDOT TRUSTFUND  
 RESURFACING OF CHARLESTON ROAD

**PROJECT NUMBER:**

0338T020

**CLIENT:**

TOWNSHIP OF WILLINGBORO

CERTIFICATE #3

x *Matt Olive* 10/17/06  
 Contractor's Signature Date

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #3	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	MAINTENANCE AND PROTECTION OF TRAFFIC	1 LS	\$18,000.00	\$18,000.00	0	1	\$18,000.00
2	CONCRETE PAVEMENT RECLAMATION, 12" DEPTH	13200 SY	\$9.95	\$131,340.00	0	13200	\$131,340.00
3	STABILIZING AGENT, LIME (IF & WHERE DIRECTED)	150 TON	\$180.00	\$27,000.00	0	150	\$27,000.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	1600 TON	\$55.00	\$88,000.00	0	1600	\$88,000.00
4E	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	75.5455 TON	\$55.00		75.5455	75.5455	\$4,155.00
5	PRIME COAT	4400 GAL	\$0.01	\$44.00	0	0	\$0.00
6	INLET CASTINGS, TYPE B, WITH ECO TYPE N CASTINGS, OR APPROVED EQUAL	12 UN	\$1,200.00	\$14,400.00	0	11	\$13,200.00
7	RESET CASTINGS	3 UN	\$350.00	\$1,050.00	0	3	\$1,050.00
8	9" X 18" CONCRETE VERTICAL CURB	165 LF	\$33.00	\$5,445.00	0	130	\$4,290.00
9	MONOLITHIC ROLLED CURB & GUTTER, (REPLACE IN KIND, IF & WHERE DIRECTED)	475 LF	\$33.00	\$15,675.00	0	175	\$5,775.00
10	CONCRETE SIDEWALK, 4" THICK	270 SY	\$60.00	\$16,200.00	0	270	\$16,200.00
10E	CONCRETE SIDEWALK, 4" THICK	30 30	\$60.00		30	30	\$1,800.00
11	CONCRETE DRIVEWAY, 6" THICK	25 SY	\$100.00	\$2,500.00	0	3	\$300.00
12	DETECTABLE WARNING SURFACES, CLAY BRICK PAVERS	170 SF	\$22.00	\$3,740.00	0	128	\$2,816.00

	SET VENT/VALVE BOXES (IF & WHERE DIRECTED)	3	UN	\$100.00	\$300.00	0	3	\$300.00
14	LOOP DETECTORS	121	LF	\$22.00	\$2,662.00	87	87	\$1,914.00
15	TRAFFIC STRIPES, LONGLIFE, EPOXY RESIN	220	LF	\$4.00	\$880.00	200	200	\$800.00
16	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC	200	SF	\$8.00	\$1,600.00	167	167	\$1,336.00
17	TOPSOILING, 4" THICK	425	SY	\$6.00	\$2,550.00	0	425	\$2,550.00
18	FERTILIZING AND SEEDING, TYPE A-3	425	SY	\$1.00	\$425.00	0	425	\$425.00
S19	BASE REPAIRS	480	TON	\$22.00		480	480	\$10,560.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$331,811.00</u>
LESS 2% RETAINAGE	<u>\$6,636.22</u>
SUBTOTAL	<u>\$325,174.78</u>
LESS AMOUNT PREVIOUSLY CERTIFIED	<u>\$305,021.08</u>
<b>AMOUNT DUE THIS CERTIFICATE</b>	<b><u><u>\$20,153.70</u></u></b>

**SUMMARY**

ORIGINAL CONTRACT AMOUNT \$331,811.00  
CHANGE ORDERS ( ADJUSTED AMOUNTS )

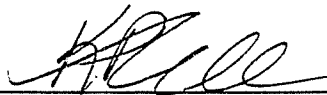
1	<u>\$0.00</u>
2	<u>\$0.00</u>
3	<u>\$0.00</u>
4	<u>\$0.00</u>
5	<u>\$0.00</u>

TOTAL CHANGE ORDERS \$0.00  
**AMENDED CONTRACT AMOUNT \$331,811.00**

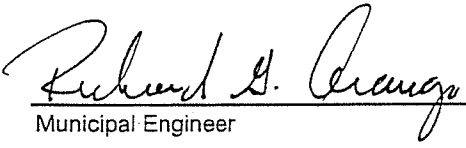
PAYMENTS TO DATE (AMOUNT)

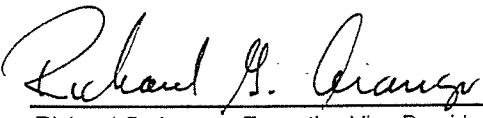
1	\$239,197.91
2	\$65,823.17
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL PAYMENTS TO DATE (AMOUNT)	<u>\$305,021.08</u>
AMOUNT OF THIS CERTIFICATE	<u>\$20,153.70</u>
TOTAL AMOUNT OF WORK COMPLETED	<u>\$331,811.00</u>
NOTICE TO PROCEED DATE	<u>03/20/06</u>
PROJECT COMPLETION DATE	<u>05/04/06</u>
TIME EXTENSION	<u>7/29/2006</u>

 10-17-06  
Contract Administrator Date

 10/18/06  
Senior Field Supervisor Date

 10/18/06  
Municipal Engineer Date

 10/18/06  
Richard G. Arango, Executive Vice President Date

Form SA-1 11/2002 **NEW JERSEY DEPARTMENT OF TRANSPORTATION**  
**STATE AID PROJECTS**  
**CHANGE ORDER NUMBER - 1 FINAL**  
**Division of Local Aid and Economic Development**

<b>Project</b>	<u>FY 2004 MUNICIPAL AID &amp; 2005 LOCAL AID</u>
<b>Municipality</b>	TOWNSHIP OF WILLINGBORO
<b>County</b>	BURLINGTON
<b>Contractor</b>	ASPHALT PAVING SYSTEMS

In accordance with the project Supplementary Specification, the following are changes in the contract.  
**Location and Reason for Change** (Attach additional sheets if required) -  
 ADJUSTMENT IN AS-BUILT QUANTITIES  
 Date of Change Order: 10/10/06

<u>Item</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<b>EXTRAS</b>					
4E	HMA SURFACE COURSE, I-5, 2" THICK	75.5455	TON	\$55.00	\$4,155.00
10E	CONCRETE SIDEWALK, 4" THICK	30	SY	\$60.00	\$1,800.00
					<u>\$5,955.00</u>
<b>REDUCTIONS</b>					
5R	PRIME COAT	4400	GAL	\$0.01	\$44.00
6R	INLET CASTINGS, TYPE B W/ECO TYPE N	1	UN	\$1,200.00	\$1,200.00
8R	9" x 18" CONCRETE VERTICAL CURB	35	LF	\$33.00	\$1,155.00
9R	MONOLITHIC ROLLED CRUB/GUTTER (I&WD)	300	LF	\$33.00	\$9,900.00
11R	CONCRETE DRIVEWAY, 6" THICK	22	SY	\$100.00	\$2,200.00
12R	DETECTABLE WARNING SURFACES, PAVERS	42	SF	\$22.00	\$924.00
14R	LOOP DETECTORS	34	LF	\$22.00	\$748.00
15R	TRAFFIC STRIPES	20	LF	\$4.00	\$80.00
16R	TRAFFIC MARKINGS, THERMOPLASTIC	33	SF	\$8.00	\$264.00
					<u>\$16,515.00</u>
<b>SUPPLEMENTALS</b>					
S19	BASE REPAIRS	480	SY	\$22.00	\$10,560.00
					<u>\$10,560.00</u>
<b>Amount of Original Contract</b>		<b>\$331,811.00</b>		<b>Extra</b>	<b>\$5,955.00</b>
<b>Adjusted Amount Based on Change</b>		<b>\$ 331,811.00</b>		<b>Supplemental</b>	<b>\$10,560.00</b>
<b>Order No. 1 FINAL</b>				<b>Reduction</b>	<b>\$16,515.00</b>
				<b>Total Change</b>	<b>\$0.00</b>

% Change in Contract 0 %  
 [(+) Increase or (-) Decrease]

*Richard M. Orange*  
 (Engineer)  
*Jeffrey S. Remley*  
 (Presiding Officer)  
*Matt Olive*  
 (Contractor)

*10/18/06*  
 (Date)  
*11/9/06*  
 (Date)  
*10/17/06*  
 (Date)

Approved:.....  
 Vincent Masciandro  
 Manager, District 4  
 Local Aid (Date)



# TOWNSHIP OF WILLINGBORO

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

November 27, 2006

Richard G. Arango  
Executive Vice President  
Remington, Vernick & Arango  
243 Route 130  
Suite 200  
Bordentown, New Jersey 08505

Dear Mr. Arango:

Attached is a certified copy of Resolution No. 2006 – 127 adopted by Willingboro Township Council at their November 8<sup>th</sup> meeting. Also attached is a copy of your letter dated October 16<sup>th</sup> along with a copy of the contractor's voucher for payment and the 4 original signed Change Order No. 1 (Final).

If there are any questions please feel free to call.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

**RESOLUTION NO. 2006 - 128**

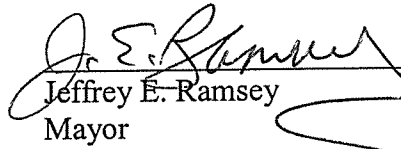
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

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

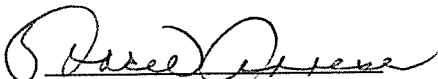
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8<sup>th</sup> day of November, 2006, that refunds be made as per the attached schedule; and

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

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

SONDRA HAMILTON 2 EXCELL LANE WILLINGBORO, N.J. 08046 BLOCK 839 LOT 1 2 EXCELL LANE OVERPAYMENT TAXES	\$1260.74
WILLEEN BLAKNEY 23 HINSDALE LANE WILLINGBORO, N.J. 08046 BLOCK 625 LOT 32 23 HINSDALE LANE OVERPAYMENT TAXES	1073.39
DRYDEN ABSTRACT 1 MALL DRIVE, SUITE 310 CHERRY HILL, N.J. 08002 BLOCK 314 LOT 42 9 PENNANT LANE OVERPAYMENT TAXES	1454.98
DENNY, BEVERLY & LULA 9 TWILIGHT LANE WILLINGBORO, N.J. 08046 BLOCK 1113 LOT 29 9 TWILIGHT LANE OVERPAYMENT TAXES	1396.00
LOVE, RHODERICK & DENISE 47 BERKSHIRE LANE WILLINGBORO, N.J. 08046 BLOCK 241 LOT 37 47 BERKSHIRE LANE OVERPAYMENT TAXES	1000.00
COMMUNITY OPTIONS, INC. 16 FARBER ROAD PRINCETON, N.J. 08540 BLOCK 1135 LOT 27 32 TINKER PLACE OVERPAYMENT TAXES	2368.54



WEICHERT TITLE AGENCY  
1909 RTE. 70E  
CHERRY HILL, N.J. 08003  
BLOCK 311  
LOT 29  
43 PEACOCK LANE  
OVERPAYMENT TAXES

\$844.50

RESOLUTION NO. 2006 - 129

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

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


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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Jak Construction Corp. T/A Diamond Construction, 35 Beaverson Boulevard, Suite 9a, Brick, New Jersey 08723 in the amount of \$17,860. (representing items 1 through 10 of the base bid); and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8<sup>th</sup> day of November, 2006, that the bid be accepted as per the attached recommendation of the Township Engineer.

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

  
Jeffrey E. Ramsey, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓ (LAE)
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.

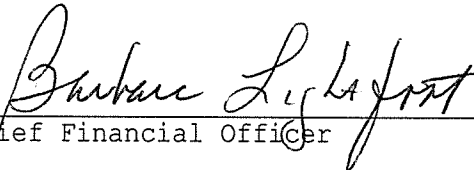
Resolution Date: 12/05/06  
Resolution Number: 2006-129

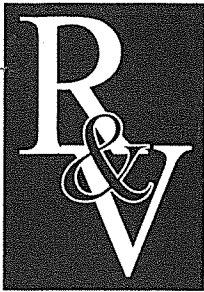
Vendor: DIACONST DIAMOND CONSTRUCTION  
35 BEAVERSON BOULEVARD  
SUITE 9A  
BRICK, NJ 08723

Contract: 06-00009 DIAMOND 06 SIDEWALKS & CURBS

Account Number	Amount	Department Description
C-04-55-906-007-907	17,860.00	GENERAL CAPITAL 2006
Total	17,860.00	

Only amounts for the 2006 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
Acting Chief Financial Officer



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

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

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

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

**SENIOR ASSOCIATES**  
 John J. Cantwell, P.E., P.P., C.M.E.  
 Alan Dittenhofer, P.E., P.P., C.M.E.  
 Frank J. Seney, Jr., P.E., P.P., C.M.E.  
 Terence Vogt, P.E., P.P., C.M.E.  
 Dennis K. Yoder, P.E., P.P., C.M.E.  
 Charles E. Adamson, P.L.S., A.E.T.  
 Kim Wendell Bibbs, P.E., C.M.E.  
 Marc DeBlasio, P.E., P.P., C.M.E.  
 Leonard A. Faiola, P.E., C.M.E.

**Remington & Vernick  
 Engineers**

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

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

**Remington, Vernick  
 & Vena Engineers**

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

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

**Remington, Vernick  
 & Walberg Engineers**

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

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

**Remington, Vernick  
 & Beach Engineers**

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

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

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

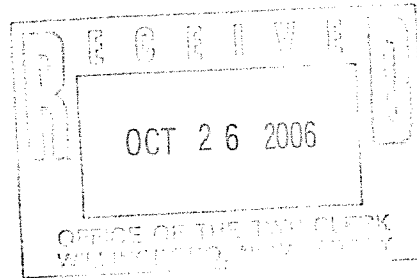
Univ. Office Plaza, Commonwealth Bldg.  
 260 Chapman Road, Ste. 104F  
 Newark, DE 19702  
 (302) 266-0212  
 (302) 266-6208 (fax)

**Remington, Vernick  
 & Arango Engineers**

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

October 24, 2006

Ms. Marie Annese, Clerk  
 Township of Willingboro  
 1 Salem Road  
 Willingboro, NJ 08046



**RE: 2006 Replacement of Concrete Curbs, Sidewalks  
 and Driveways (Phase II)  
 Township of Willingboro  
 Our File #0338T049**

Dear Ms. Annese:

We have tabulated the bids received on October 24, 2006, with reference to the above-captioned project and find the low bidder to be Jak Construction Corp. T/A Diamond Construction, 35 Beaverson Boulevard, Suite 9a, New Jersey, 08723 in the amount of \$17,860.00, representing items 1 through 10 of the base 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 Diamond Construction. If sufficient funds are available, we recommend the award of the entire project base bid in the amount of \$17,860.00. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

**REMINGTON & VERNICK ENGINEERS, INC.**

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

KWB/SP/el

Enclosures

cc: Denise Rose, Township Manager  
 Michael Armstrong, Township Solicitor  
 George Laporte  
 Syreeta Paul  
 Karen Cole

x:\shared documents\east orange office\specifications\0338-t0-49 curbs, sidewalks, driveways (phase ii)\award ltr 10-24-06.doc

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www.rve.com

**MEMORANDUM**

**TO:** Frank J. Seney  
**FROM:** Elaine E. Lashley  
**RE:** 2006 Replacement of Concrete Curbs, Sidewalks and Driveways (Phase II)  
**DATE:** October 24, 2006

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:

<b><u>CONTRACTOR</u></b>	<b><u>BID AMOUNT</u></b>
Diamond Construction	\$17,860.00
Paramount Enterprises, Inc.	\$22,100.00
RTW Construction	\$23,460.00
Sullivan & Pigliacelli, Inc.	\$23,920.00
 The low bidder is:	 Diamond Construction
The high bidder is:	Sullivan & Pigliacelli, Inc.
 The average bid price is:	 \$21,835.00
Engineer's Estimate for this project:	\$15,875.00

**REMINGTON & VERNICK ENGINEERS**  
**BID TABULATION**

PROJECT NAME: 2006 CONCRETE SIDEWALK AND DRIVEWAY REPLACEMENT (PHASE II)

PROJECT NUMBER: 0338 T 049

CLIENT: TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	UNITS	PRICE	TOTAL
1	NO ITEM	0	\$0.00	\$0.00
2	NO ITEM	0	\$0.00	\$0.00
3	NO ITEM	0	\$0.00	\$0.00
4	NO ITEM	0	\$0.00	\$0.00
5	NO ITEM	0	\$0.00	\$0.00
6	NO ITEM	0	\$0.00	\$0.00
7	CONCRETE SIDEWALK, 4" THICK	80	\$72.00	\$5,760.00
8	CONCRETE DRIVEWAY, SIDEWALK SECTION, 6" THICK	60	\$81.00	\$4,860.00
9	CONCRETE DRIVEWAY, APRON SECTION, 6" THICK	40	\$81.00	\$3,240.00
10	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$4,000.00	\$4,000.00
<b>TOTAL CONSTRUCTION COST</b>				<b>\$17,860.00</b>

Diamond Construction  
 35 Beaveron Boulevard, Suite 9a  
 Brick, NJ 08723  
 (732-262-7449)  
 ((BB, CS, SS, etc.))

UNITS	PRICE	TOTAL
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
80	\$95.00	\$7,600.00
60	\$95.00	\$5,700.00
40	\$95.00	\$3,800.00
1	\$5,000.00	\$5,000.00
<b>TOTAL</b>		<b>\$22,100.00</b>

Paramount Enterprises, Inc.  
 P. O. Box 3228  
 Cherry Hill, NJ 08034  
 (856-424-9999)  
 ((BB, CS, SS, etc.))

UNITS	PRICE	TOTAL
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
80	\$117.00	\$9,360.00
60	\$117.00	\$7,020.00
40	\$117.00	\$4,680.00
1	\$2,400.00	\$2,400.00
<b>TOTAL</b>		<b>\$23,460.00</b>

RTW Construction  
 16 Old Red Lion Road  
 Southampton, NJ  
 (609-859-4138)  
 ((BB, CS, SS, etc.))

UNITS	PRICE	TOTAL
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
0	\$0.00	\$0.00
80	\$104.00	\$8,320.00
60	\$135.00	\$8,100.00
40	\$150.00	\$6,000.00
1	\$1,500.00	\$1,500.00
<b>TOTAL</b>		<b>\$23,920.00</b>

Sullivan & Pigiarelli, Inc.  
 556 Roberts Avenue  
 Bellmawr, NJ 08031  
 856-993-0055)  
 ((BB, CS, SS, etc.))

Let's go  
2006 -  
Held

**RESOLUTION NO. 2006 - 131**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

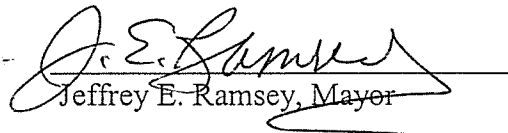
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

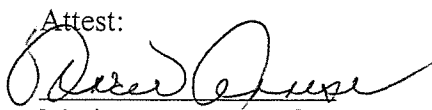
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 11/08, 2006, that an Executive Session closed to the public shall be held on 11/08, 2006, at 7:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Annese, RMC  
 Township Clerk

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



**RESOLUTION NO. 2006 - 132**

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN  
AN AMENDMENT TO AN APPROVED CONTRACT WITH THE  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 3091 (2004 - 2006)**

WHEREAS, the International Association of Fire Fighters and the Township of Willingboro has requested an amendment to their existing, approved contract; and

WHEREAS, Willingboro Township Council did authorize the execution of the existing contract by the adoption of Resolution No. 2005 - 70 on April 12, 2005; and

WHEREAS, the approved contract covered the period of January 1, 2004 through December 31, 2006; and

WHEREAS, the amendment called for has to do with the 24 hour shift schedule which started on October 20, 2006 and affects the contract from October 20, 2006 through December 31, 2006.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8<sup>th</sup> day of November, 2006, that the Mayor and Clerk are authorized and directed to execute the amendment on behalf of the Township after the same has been formerly signed by the appropriate officers of the International Association of Firefighters Local 3091.

BE IT FURTHER RESOLVED that a copy of this resolution be submitted to the President of the International Association of Firefighters Local 3091 for his information and attention.

  
Jeffrey E. Ramsey, Mayor

Attest:



Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilwoman Jennings	✓			
Councilman Stephenson				✓ (LAK)
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

**RESOLUTION NO. 2005 – 70**

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN  
A CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 3091 (2004 – 2006)**

WHEREAS, the International Association of Fire Fighters and the Township of Willingboro have concluded labor negotiations; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12<sup>th</sup> day of April, 2005, that:

- A. The attached collective negotiation agreement is approved, covering the period of January 1, 2004 through December 31, 2006.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the International Association of Firefighters Local 3091.
- C. A copy of this resolution shall be submitted to the President of the International Association of Fire Fighters Local 3091 for information and attention.

Attest:

\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

\_\_\_\_\_  
Eddie Campbell, Jr.  
Mayor

*1/01/07*  
*Amend to self he sel.*  
*Oct 20/06*

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

**WILLINGBORO TOWNSHIP**

**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**

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

**TELEFAX COVER SHEET**

*Paulette Brown*  
TO: *Michael Armstrong, Esq*  
COMPANY: \_\_\_\_\_  
DATE: *11/06/06*  
TO FAX NO. *1-973-376-3388* ✓ *877-7755*  
FROM: *Marie Anese* EXT. *602* PAGES *2*  
SUBJECT: *Res Amending F/F CONTRACT*

FOR YOUR INFORMATION  PLEASE RESPOND \_\_\_\_\_

THANK YOU.

*[Handwritten signature]*



TRANSACTION REPORT

P.01

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**WILLINGBORO TOWNSHIP**

**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**

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

TELEFAX COVER SHEET

TO:

*Paulette Brown*  
*Michael Armstrong, Esq*

COMPANY:

DATE:

*11/06/06*

TO FAX NO.

*1-973-376-3388* ✓ *877-7755*

FROM:

*MARIE ANNE* EXT. *2002* PAGES *2*

**Subject:** Resolution  
**From:** "Brown, Paulette" <PBrown@eapdlaw.com>  
**Date:** Mon, 13 Nov 2006 16:41:58 -0500  
**To:** <marie\_annese@willingborotwp.org>  
**CC:** "Brown, Paulette" <PBrown@eapdlaw.com>

**Paulette Brown**  
973.921.5265 fax 888.325.9715  
Edwards Angell Palmer & Dodge LLP  
51 John F. Kennedy Parkway  
Short Hills, NJ 07078

Assistant: Altheria Merricks  
973.921.5244  
amerricks@eapdlaw.com

Hi Marie, this is the email I sent last week.

---

I am on my way to NYC, but will be in my NY office until about 3:30, then I have a meeting at the Marriott, then a dinner until about 9. I did, however want you to take a look at the resolution Marie prepared for the firefighter's contract, reflecting the change to the 24/7 shift. I think the fourth Whereas clause should read as follows:

Whereas, the amendment to the contract reflects the changes necessary as a result of the conversion to 24/7 hour shifts for the firefighters, as approved by the Willingboro Township Council by previous resolution on \_\_\_\_\_. The 24/7 hour shifts became effective October 20, 2006.

Please let me know whether you have any questions. Thanks.

**Paulette Brown**  
973.921.5265 fax 888.325.9715  
Edwards Angell Palmer & Dodge LLP  
51 John F. Kennedy Parkway  
Short Hills, NJ 07078

Assistant: Altheria Merricks  
973.921.5244  
amerricks@eapdlaw.com

Boston, Ft. Lauderdale, Hartford, New York, Providence, Short Hills, Stamford, West Palm Beach,

Wilmington, London (Representative office)

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\* TOTAL : 25S PAGES: 1  
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COLLECTIVE BARGAINING AGREEMENT

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

**ARTICLE VIII: HOURS OF WORK AND OVERTIME PAY**

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

*already in contract  
Chief B doesn't have rights*

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





# COLLECTIVE BARGAINING AGREEMENT

*Between the*

**BURLINGTON COUNTY  
PROFESSIONAL FIREFIGHTER'S ASSOCIATION  
IAFF Local 3091**

*and the*

**TOWNSHIP OF WILLINGBORO**

*for the period*

**JANUARY 1, 2004 - DECEMBER 31, 2006**

AMENDED



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**PREFACE**

**This Agreement**, is made and entered into this day of October 20, 2006, by and between the **Township of Willingboro**, a body corporate and politic, hereafter referred to as the “Township”; and **Burlington County Professional Firefighters Association, IAFF Local 3091**, hereafter referred to as the “Local”;

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

**ARTICLE I: GENERAL-PURPOSE**

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

**ARTICLE II: NON-DISCRIMINATION**

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

**ARTICLE III: RECOGNITION OF BARGAINING UNIT**

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

**ARTICLE IV: MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

**ARTICLE V: EMPLOYEE RIGHTS AND RESPONSIBILITIES**

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

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

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

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

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

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

#### **ARTICLE VI: SENIORITY**

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

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

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

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

#### **ARTICLE VII: JOB POSTING**

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

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

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

**ARTICLE VIII: HOURS OF WORK AND OVERTIME PAY**

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

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

8.2: Lunch Periods and Breaks.

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

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

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

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

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

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

#### **ARTICLE IX: COMPENSATORY TIME**

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



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

**ARTICLE X: SALARY**

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

<b>FIREFIGHTER – 2004 (EFFECTIVE JANUARY 1, 2004) @ 3.75%</b>										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	41,161	43,791	46,421	49,055	51,688	54,318	56,951	59,589	62,209

<b>FIREFIGHTER – 2004 (EFFECTIVE JULY 1, 2004) @ .25%</b>										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	41,264	43,900	46,537	49,178	51,817	54,453	57,093	59,738	62,365

<b>FIREFIGHTER – 2005 (EFFECTIVE JANUARY 1, 2005) @ 4.0%</b>										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	42,915	45,656	48,398	51,145	53,890	56,631	59,377	62,128	64,860

<b>FIREFIGHTER – 2006 (EFFECTIVE JANUARY 1, 2006) @ 4.0%</b>										
Grade	Increment	Pro-Pay	A-1	A	B	C	D	E	F	G
17	978	44,632	47,482	50,334	53,191	56,046	58,896	61,752	64,613	67,454

10.1: It is the intention of this agreement to provide an increase in all the steps for firefighters covered by this agreement of 3.75 percent effective January 1, 2004; and .25 percent effective July 1, 2004; 4.0 percent effective January 1, 2005; 4.0 percent effective January 1, 2006.

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

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

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

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

**ARTICLE XI: UNIFORMS**

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

**ARTICLE XII: UNIFORM ALLOWANCES**

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

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

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

**ARTICLE XIII: TRAINING**

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

**ARTICLE XIV: HOLIDAYS**

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

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

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

**ARTICLE XV: VACATION LEAVE**

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

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

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

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

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

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

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

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

## **ARTICLE XVI: SICK LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

- 1<sup>st</sup> occurrence .....No Action.
- 2<sup>nd</sup> occurrence .....The employee shall be required to provide a medical certification to verify the illness and shall receive a written warning.
- 3<sup>rd</sup> occurrence.....The employee shall be required to provide a medical certification to verify the illness and shall receive a second written warning.
- 4<sup>th</sup> occurrence.....The employee shall be required to provide a medical certification, which the Township may require to be from a physician of its choice, to verify the illness, and, if the illness has not been verified with a medical certification, shall forfeit the holiday and sick pay for the days involved.
- 5<sup>th</sup> occurrence.....The employee shall be required to provide a medical certification, which the Township may require to be from a physician of its choice, to verify the illness, and, if the illness has not been verified with a medical certification, the employee shall be subject to minor disciplinary action, not to exceed a suspension of five (5) days.
- 6<sup>th</sup> occurrence.....The employee shall be required to provide a medical certification to verify the illness, and, if the illness has not been verified with a medical certification, the employee shall be subject to major disciplinary action, up to and including termination.

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

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

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

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

## **ARTICLE XVII: ACCUMULATED SICK LEAVE**

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

exceed ten thousand dollars. (\$10,000.00). Payment shall be made in a lump sum within 30 days of the date of retirement or death.

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

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

#### **ARTICLE XVIII: MILITARY LEAVE**

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

#### **ARTICLE XIX: JURY LEAVE**

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

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

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

#### **ARTICLE XX: LEAVE OF ABSENCE FOR DEATH IN FAMILY**

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

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



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

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

**ARTICLE XXI: FAMILY LEAVE**

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

**ARTICLE XXII: LONGEVITY PAYMENTS**

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

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

**ARTICLE XXIII: WORKER'S COMPENSATION SUPPLEMENTAL PAY**

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

**ARTICLE XXIV: INSURANCE**

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

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

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

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

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

**ARTICLE XXV: INSURANCE BUY-BACK**

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

**ARTICLE XXVI: DISCIPLINARY PROCEEDINGS**

26.1: Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations.

26.2: Employees may be subject to minor disciplinary action for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this agreement.

26.3: The Local shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

**ARTICLE XXVII: GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

#### **ARTICLE XXVIII: REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY**

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

**ARTICLE XXIX: LOCAL VISITATION & BUSINESS**

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

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

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

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

**ARTICLE XXX: PAYROLL DEDUCTION OF LOCAL DUES**

30.1: The Township agrees to deduct dues of members of the Local from the wages due to those employees in accordance with an authorization signed by each individual employee and provided to the Township Treasurer. Thereafter, any changes in the dues, fee and assessments payable by employees to the Local shall be provided, in writing, to the Township by the President of the Local which shall set forth the amount of the dues, fees and/or assessments to be deducted. The Township shall be under no obligation with respect to any change in the amount of the dues to be deducted until the first payroll occurring fifteen (15) days after the written notification is provided to the Township Treasurer.

30.2: Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of law, to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Local, in an amount equivalent to eighty-five (85%) percent of the regular membership dues, initiation fees and assessments charged by the Local to its own members. The Local shall provide the Township Treasurer, in writing, with the amount of the representation fee and any changes thereto.

**ARTICLE XXXI: EDUCATIONAL PAYMENTS**

31.1: It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation in off-duty and non-working hours educational programs that lead to certification or a degree. The Township may reimburse employees for educational expenses incurred by such participation for job related courses with prior approval of the Township Manager, provided funds have been budgeted for such reimbursement and the courses are taken at an accredited technical school, college or university. Approvals for such reimbursement are on a first come, first approved basis. The total number of courses approved for reimbursement is limited to the amount provided in the Township's annual budget. Tuition, fees and expenses may be reimbursed in whole or in part while the employee is in a paid status with the Township.


**ARTICLE XXXIII: TERM OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2004 through December 31, 2006, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing 90 days prior to the expiration of this Agreement of its desire to negotiate a new contract.

IN WITNESS WHEREOF, the Township and the Local have caused this Agreement to be executed by their proper officials.

ATTEST:

TOWNSHIP OF WILLINGBORO

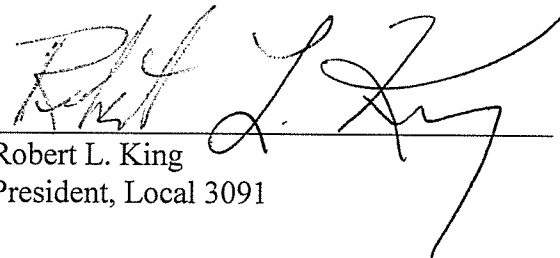
  
\_\_\_\_\_  
Marie Annese  
Township Clerk

By   
\_\_\_\_\_  
Jeffery Ramsey  
Mayor

ATTEST:

BURLINGTON COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF Local 3091

  
\_\_\_\_\_  
Marc Friddell  
Shop Steward, Willingboro Firefighters

By   
\_\_\_\_\_  
Robert L. King  
President, Local 3091



**APPENDIX A: UNIFORM ALLOWANCE**

- (5) – Long sleeve Nomex uniform shirts (Using current replacement schedule)
- (5) – Short sleeve Nomex uniform shirts (Using current replacement schedule)
- (5) – Nomex uniform pants (Using current replacement schedule)
- (2) – Job shirts
- (5) – T- shirts
- (1) – Badge
- (1) – Winter coat
- (1) – Flash light (upon request)
- (1) – Duty belt (upon request)
- (1) – Pair Boots (safety uniform shoe)
- (1) – Belt
- (1) - Complete Class A uniform
- (1) – Complete set of NFPA approved Turn-Out Gear
- (3) – Polo Staff Shirts

✓

**TOWNSHIP OF WILLINGBORO**  
**RESOLUTION 2006-133**

**WHEREAS**, on October 3, 2006, Harold W. George, Esquire, Public Defender to the Township of Willingboro was appointed as Judge of the Willingboro Township Municipal Court for a three year term, effective November 8, 2006.

**WHEREAS**, a vacancy exists in the office of Public Defender of Municipal Court of the Township Willingboro, New Jersey


**NOW, THEREFORE BE IT RESOLVED, AS FOLLOWS** by the Township Council of the Township of Willingboro, NJ assembled on November 8, 2006, that Andre Duclair Esquire be and is hereby appointed Public Defender to the Township of Willingboro, New Jersey for an unexpired term previously held by Harold George, Esq., expiring on December 31, 2006, and shall be compensated in accordance with the Willingboro Township Salary Ordinance.


**BE IT FURTHER RESOLVED**, in accordance with N.J.S.A. 40A:11-5, the Township Council of Willingboro, assembled in public session this 8<sup>th</sup> day of November 2006, hereby directs and authorizes the Mayor and Clerk to execute Professional Services Agreement with the following professional for the following position:

Andre Duclair, Esq., Township Public Defender

This contract is awarded without competitive bidding as professional services in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession. A notice of this action shall be printed once in the Burlington County Times.

**Township of Willingboro**

  
\_\_\_\_\_  
Marie Annese, Clerk, RMC

  
\_\_\_\_\_  
Jeffrey Ramsey, Mayor

RESOLUTION NO. 2006 - 134  
**A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.**

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

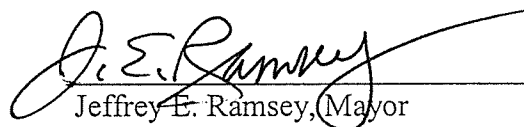
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 11/09, 2006, that an Executive Session closed to the public shall be held on 11/09, 2006, at 6:20 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Annese, RMC  
 Township Clerk

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

*Arrived At Ice Vote*

RESOLUTION NO. 2006 - 135  
**A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.**

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

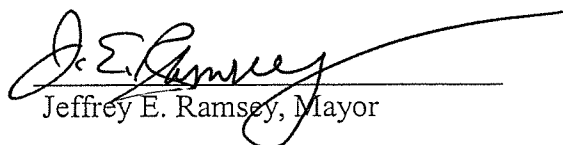
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

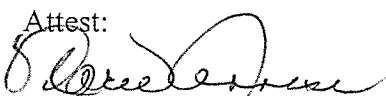
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 11/20, 2006, that an Executive Session closed to the public shall be held on 11/20, 2006, at 7:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Annese, RMC  
 Township Clerk

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

✓ ARRIVED AFTER VOTE

**RESOLUTION NO. 2006 - 136**

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

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and payments made in error; 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 21<sup>st</sup> day of November, 2006, that refunds be made as per the attached schedule; and

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

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

ENDURANCE ABSTRACT LLC. 700 CINNAMINSON AVE. SUITE 12 PALMYRA, N.J. 08065 BLOCK 327 LOT 19 7 PARKSIDE CIRCLE OVERPAYMENT TAXES	1374.83
CONGRESS TITLE DIVISION 110 BARCLAY PAV. CHERRY HILL, N.J. 08034 BLOCK 902 LOT 175 99 RITTENHOUSE DRIVE BLOCK 221 LOT 5 18 BUTTONBUSH LANE OVERPAYMENT TAXES	770.21
MID-JERSEY CLOSING AGENCY 897 RANOCAS ROAD, SUITE 12 MT. HOLLY, N.J. 08060 BLOCK 608 LOT 109 5 HARRINGTON CIRCLE OVERPAYMENT TAXES	1566.50
MID-JERSEY CLOSING AGENCY 897 RANOCAS ROAD, SUITE 12 MT. HOLLY, N.J. 08060 BLOCK 608 LOT 109 5 HARRINGTON CIRCLE OVERPAYMENT TAXES	1043.34
WELLS FARGO REAL ESTATE 1 HOME CAMPUS MACX2502-011 REGION 1 DES MOINES, IA 50328-0001 BLOCK 625 LOT 5 38 HILLCREST LANE BLOCK 305.04 LOT 65 47 PLUMTREE LANE OVERPAYMENT TAXES	517.47
WELLS FARGO REAL ESTATE 1 HOME CAMPUS MACX2502-011 REGION 1 DES MOINES, IA 50328-0001 BLOCK 625 LOT 5 38 HILLCREST LANE BLOCK 305.04 LOT 65 47 PLUMTREE LANE OVERPAYMENT TAXES	44.30

TONY RENFRO \$1686.74  
286 NORTHAMPTON DRIVE  
WILLINGBORO, N.J. 08046  
BLOCK 1013  
LOT 2  
286 NORTHAMPTON DRIVE  
OVERPAYMENT TAXES

NOBLE OSABU 335.54  
31 HASKELL LANE  
WILLINGBORO, N.J. 08046  
BLOCK 609  
LOT 42  
31 HASKELL LANE  
OVERPAYMENT TAXES

SERVICETRAK NETWORK 786.93  
2030 SPRINGDALE ROAD  
CHERRY HILL, N.J. 08034  
BLOCK 1202  
LOT 12  
2 FELTER PLACE  
OVERPAYMENT TAXES

FIRST AMERICAN REAL ESTATE TAX SERVICE 1653.31  
95 METHODIST HILL DRIVE, SUITE 100  
ROCHESTER, NEW YORK 14623  
BLOCK 506  
LOT 8  
34 MONTCLAIR LANE  
OVERPAYMENT TAXES

RESOLUTION NO. 2006- 137

EMERGENCY APPROPRIATION  
LESS THAN 3 PERCENT TOTAL OPERATING APPROPRIATIONS

WHEREAS, an emergency has arisen with respect to payment of certain budgeted items and no adequate provision was made in the 2006 budget for the item as listed below, and N.J.S.40A:4-46 provides for an emergency appropriation for the purpose above mentioned; and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$587,613.00 and three percent of the total operation appropriation in the budget for 2006 is \$591,493.20.

WHEREAS, the foregoing appropriation, together with prior appropriation, does not exceed three percent of the total current operating appropriations including utility operation appropriations) in the budget for 2006;

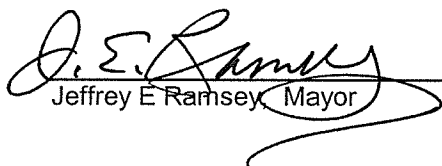
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 21st day of November, 2006, in accordance with N.J.S. 40A:4-48:

(1) An emergency appropriation to be made as follows:

(Per Attached Worksheet)

(2) That said emergency appropriation shall be provided for in full in the 2007 budget and is requested to be excluded from CAPS pursuant to N.J.S. 40A:4-45.3.c(1).

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of Local Government Services.

  
Jeffrey E Ramsey, Mayor

Attest:

  
Marie Annese, Township Clerk

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



**CERTIFICATION FOR EMERGENCY APPROPRIATION FORM  
CHIEF FINANCIAL OFFICER**

Purpose of emergency appropriation: Increase operating cost including Litigation, Accumulated Leave, Health Insurance, Electricity, Street Light, Water and Gasoline.

Documentation: Increased costs over budget amounts due to unanticipated increases in Accumulated Leave, Health Insurance, Utility and Litigation cost.

	Expended 2005	Budgeted 2006	Expended/ Projected 2006	Emergency Request
20-155 Township Attorney	203,739	230,000	310,021	80,021
30-415 Accumulated Leave	215,725	311,600	342,760	31,160
31-435 Street Light	502,000	502,000	519,517	17,517
31-445 Water	12,517	12,600	24,856	12,256
23-220 Employee Group Health Ins.	2,128,552	1,860,000	2,246,132	386,132
31-430 Electricity	211,196	212,000	220,794	8,794
31-460 Gasoline	178,332	180,000	231,733	51,733
<b>Total</b>	<b>3,032,597</b>	<b>3,308,200</b>	<b>3,895,813</b>	<b>587,613</b>

Date of occurrence: November, 2006

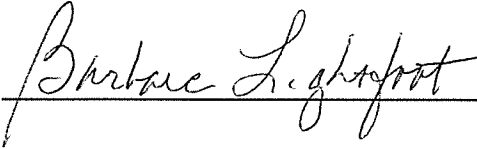
Have any contracts been awarded or purchase orders placed in connection with this emergency appropriation? No

Have any payments been made in connection with this emergency appropriation? No

If costs are in excess of \$17,500.00 for either labor or materials , or both will bids be advertised for? N/A

If not, have resolutions been adopted declaring an exigency to exist which will not permit the advertisement for public bids? N/A

Will work be performed by contract, force account or otherwise? No

Signed: 

Title: Acting Director of Finance

Date: November 21, 2006

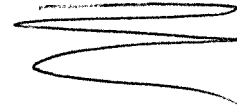
# Memo

**Date:** 11/13/2006  
**To:** Marie Annese  
**Cc:** Joanne Diggs  
**From:** Barbara Lightfoot  
**RE:** Emerg Approp/Transfers

---

I will have the 2006 Emergency Appropriation & 2006 Transfers ready for the 11/21/06 meeting. Can you please place it on the agenda?

Thanks

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

BL



# TOWNSHIP OF WILLINGBORO

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

November 27, 2006

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

Gentlemen:

Attached please find two (2) certified copies of Resolution No. 2006 – 137, adopted by Willingboro Township Council at their meeting of November 21, 2006, regarding Emergency Appropriations, along with the Certification for Emergency Appropriation Form.

Thank you for your cooperation.

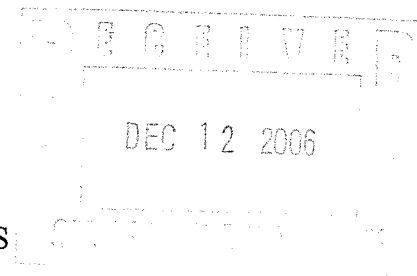
Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
TRENTON, N.J.



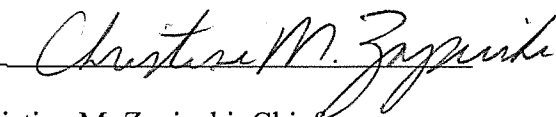
EMERGENCY APPLICATION – N.J.S.A. 40A:4-46

Permission is hereby granted to the Township of Willingboro in the County of Burlington under provisions of N.J.S.A. 40A:4-46 to exclude from the 'CAP' the following emergency appropriation in the amount of \$ 587,613.00 for the purpose of:

Township Attorney-Litigation	\$80,021.00
Accumulated Leave	\$31,160.00
Street Light	\$17,517.00
Water	\$12,256.00
Employee Group Health	\$386,132.00
Electricity	\$8,794.00
Gasoline	\$51,733.00

The resolution authorizing the emergency appropriation was adopted at the meeting of the governing body on November 21, 2006, and a certified copy was filed with the Division on December 5, 2006.

Approved for:  
Director, Division of Local Government Services

By: 

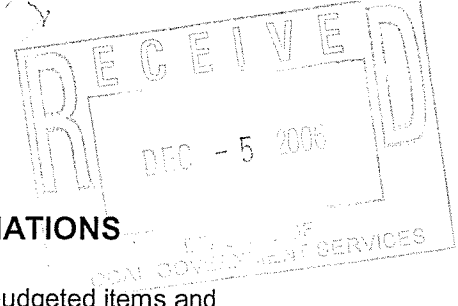
Christine M. Zanicchi, Chief  
Bureau of Financial Regulation and Assistance

Date: December 6, 2006

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

CC: Chief Financial Officer

RESOLUTION NO. 2006- 137



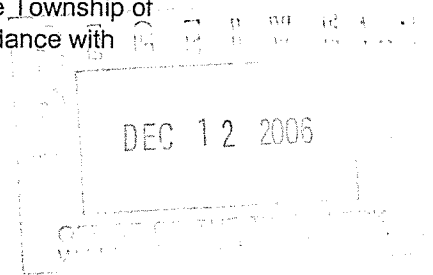
EMERGENCY APPROPRIATION  
LESS THAN 3 PERCENT TOTAL OPERATING APPROPRIATIONS

WHEREAS, an emergency has arisen with respect to payment of certain budgeted items and no adequate provision was made in the 2006 budget for the item as listed below, and N.J.S.40A:4-46 provides for an emergency appropriation for the purpose above mentioned; and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$587,613.00 and three percent of the total operation appropriation in the budget for 2006 is \$591,493.20.

WHEREAS, the foregoing appropriation, together with prior appropriation, does not exceed three percent of the total current operating appropriations including utility operation appropriations) in the budget for 2006;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 21st day of November, 2006, in accordance with N.J.S. 40A:4-48:

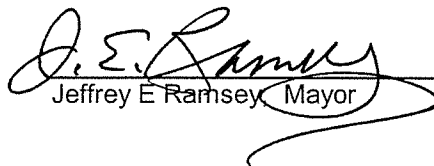


(1) An emergency appropriation to be made as follows:

(Per Attached Worksheet)

(2) That said emergency appropriation shall be provided for in full in the 2007 budget and is requested to be excluded from CAPS pursuant to N.J.S. 40A:4-45.3.c(1).


BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of Local Government Services.

  
Jeffrey E Ramsey, Mayor

Attest:

  
Marie Annese, Township Clerk

A TRUE COPY OF RESOLUTION ADOPTED BY WILLINGBORO TWP. COUNCIL ON Nov. 21, 2006

  
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"/>			

**CERTIFICATION FOR EMERGENCY APPROPRIATION FORM**  
**CHIEF FINANCIAL OFFICER**

Purpose of emergency appropriation: Increase operating cost including Litigation, Accumulated Leave, Health Insurance, Electricity, Street Light, Water and Gasoline.

Documentation: Increased costs over budget amounts due to unanticipated increases in Accumulated Leave, Health Insurance, Utility and Litigation cost.

		Expended 2005	Budgeted 2006	Expended/Projected 2006	Emergency Request
20-155	Township Attorney	203,739	230,000	310,021	80,021
30-415	Accumulated Leave	215,725	311,600	342,760	31,160
31-435	Street Light	502,000	502,000	519,517	17,517
31-445	Water	12,517	12,600	24,856	12,256
23-220	Employee Group Health Ins.	2,128,552	1,860,000	2,246,132	386,132
31-430	Electricity	211,196	212,000	220,794	8,794
31-460	Gasoline	178,332	180,000	231,733	51,733
	<b>Total</b>	<b>3,032,597</b>	<b>3,308,200</b>	<b>3,895,813</b>	<b>587,613</b>

Date of occurrence: November, 2006


Have any contracts been awarded or purchase orders placed in connection with this emergency appropriation? No

Have any payments been made in connection with this emergency appropriation? No

If costs are in excess of \$17,500.00 for either labor or materials , or both will bids be advertised for? N/A

If not, have resolutions been adopted declaring an exigency to exist which will not permit the advertisement for public bids? N/A

Will work be performed by contract, force account or otherwise? No

Signed: 

Title: Acting Director of Finance

Date: November 21, 2006

**RESOLUTION NO. 2006 – 138**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP  
OF WILLINGBORO AMENDING RESOLUTION NO. 2006 – 64  
2005 – 2006 BASE SALARIES FOR CERTAIN POSITIONS**

**Whereas**, the Township Council of the Township of Willingboro, did adopt Resolution No. 2006-64 on April 19, 2006 dealing with the 2005 – 2006 base salaries for certain positions; and

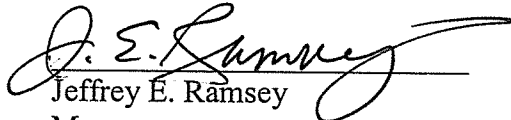
**Whereas**, it has come to the attention of Township Council that Resolution No. 2006 – 64 needs to be amended; and

**Now, Therefore Be It Resolved**, by the Township Council of the Township of Willingboro assembled in open session this 21<sup>st</sup> day of November, 2006, that the following amendments be made.


- (1) Adjust the salary of the Township Clerk  
2005 = \$71,044.00 and 2006 = \$73,885.00 and
- (2) Include the Tax Assessor  
2005 = \$40,430.00 and 2006 = \$42,047.00 and
- (3) Include the Deputy Tax Assessor  
2005 = \$35,522.00 and 2006 = \$36,942.00.

**Be It Further Resolved** that the Acting Township Manager shall be compensated at the rate of Township Manager, \$101,000.00 while serving in said position.

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

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

**RESOLUTION NO. 2006 – 139**

**A RESOLUTION AUTHORIZING THE SALE  
OF TOWNSHIP PERSONAL PROPERTY**


WHEREAS, Willingboro Township Council has found certain Township Equipment to be unusable and/or no longer needed; and

WHEREAS, Township Council, is authorized by NJSA 40A:11-36 to offer for sale and disposal property if the estimated fair value does not exceed \$2,500; and


WHEREAS, the Willingboro School District is in need of 100 additional lockers for the Levitt Middle School and the Kennedy Center (former JFK High School) has lockers that could be used.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 21<sup>st</sup> day of November, 2006, that Willingboro Township Council is willing to offer 100 lockers to the Willingboro School District, for a purchase price of \$1.00, provided that the lockers are carefully removed from the second floor by the Willingboro School District.

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Finance Director and the Township Manager 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	✓			



may be caused to be forfeited, as liquidated damages by and to the contracting unit.

Adopted. L. 1971, c. 198, §33.

**(3) Penalties.**

**40A:11-34. Penalties for false statements.** Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, copartnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

Adopted. L. 1971, c. 198, §34.

**J. Contracts of Special Character.**

**40A:11-35. Indemnity agreements; Federal projects for benefit of municipality.** Any contracting unit may enter into an agreement indemnifying the United States of America, or any board, body, officer or agency thereof, from loss or damage to the property of others resulting from the furtherance of any project, undertaken or to be undertaken by the Federal Government for the benefit of such contracting unit where the cost or any part thereof is to be paid out of Federal funds.

Adopted. L. 1971, c. 198, §35.

**K. Manner and Method of Sale.**

**40A:11-36. Sale or other disposition of personal property.** Any contracting unit by resolution of its governing body may authorize the sale of its personal property not needed for public use.

(1) If the estimated fair value of the property to be sold exceeds \$2,500.00 in any one sale and it is neither livestock nor perishable goods, it shall be sold at public sale to the highest bidder.

(2) The contracting unit need not advertise for bids when it makes any such sale to the United States, the State of New Jersey, another contracting unit or to any body politic to which it contributes tax raised funds.

(3) Notice of the date, time and place of the public sale together with a description of the items to be sold and the conditions of sale shall be published in a newspaper circulating in the contracting unit. Such sale shall be held not less than 7 nor more than 14 days after the latest publication of the notice thereof.

(4) If no bids are received the property may then be sold at private sale without further publication or notice thereof, but in no event at less than the estimated fair value; or the contracting unit may if it so elect reoffer the property at public sale. As used herein, "estimated fair value" means the market value of the property to be sold as determined by a willing seller and a willing buyer less the cost to the municipality to continue storage or maintenance of any personal property not needed for public

(5) A contracting unit may reject all bids if it determines such rejection to be in the public interest. In any case in which the contracting unit has rejected all bids it may readvertise such personal property for a subsequent public sale. If it elects to reject all bids at a second public sale, pursuant to this section, it may then sell such personal property without further publication or notice thereof at private sale provided that in no event shall the negotiated price at public sale be less than the highest price of any bid rejected at the preceding two public sales and provide further that in no event shall the terms or conditions of sale be changed or amended.

Adopted. L. 1971, c. 198, §36.

**L. Assistance to Contracting Units.**

**40A:11-37. Division of Local Finance to assist contracting units.** The Division of Local Finance is hereby authorized to assist contracting units in all matters affecting the administration of this law.

Adopted. L. 1971, c. 198, §37.

**M. Statutes Repealed.**

**40A:11-38. Statutes repealed.** The following sections, chapter and acts together with all amendments and supplements thereto, are hereby repealed: Chapter 25 of Title 40 of the Revised Statutes.

Sections 40:9-3; 40:15-1; 40:50-1 to 40:50-5 inclusive and 40:50-7, of the Revised Statutes;

Laws of 1943, c. 198 (C. 40:50-5.1 to C. 40:50-5.4 inclusive);

Laws of 1945, c. 158 (C. 40:50-5.5);

Laws of 1945, c. 160 (C. 40:50-5.6);

Laws of 1949, c. 67 (C. 40:50-8);

Laws of 1962, c. 168 (C. 40:50-5.7);

Laws of 1953, c. 395 (C. 40:25-1.1);

Laws of 1964, c. 245 (C. 40:50-7.1 to C. 40:50-7.3 inclusive);

Laws of 1967, c. 228 (C. 40:23-6.34 to C. 40:23-6.37 inclusive);

Laws of 1969, c. 104, §1 (C. 40:25-4.5).

**N. Effective Date.**

**40A:11-39. Effective date.** This act shall take effect July 1, 1971 but any action, purchase, sale, contract or agreement taken, made or entered into prior to this date pursuant to any of the acts, amendments and supplements hereby repealed are hereby validated and confirmed, provided that in no event shall a lease entered into prior to the effective date of this act be renewed or extended, except in accordance with the terms and provisions of this act.

Adopted. L. 1971, c. 198, §39.

**40A:11-40. Purchase of specific materials at auction.** Notwithstanding any provisions of the "Local Public Contracts Law," P.L. 1971, c. 198 (C. 40:A11-1 et seq.), [40A:11-1 to 40A:11-39] to the contrary, the governing body may by resolution authorize the purchasing agent of the contracting unit to purchase specific materials at auction for a price not to exceed 85% of the price of equivalent materials as determined pursuant to this section. Such resolution shall be adopted at least 10 days prior to the auction and shall be filed with the Director

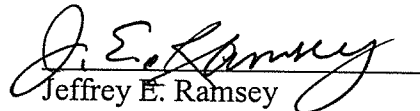
**RESOLUTION NO. 2006 - 140**

**A RESOLUTION MAKING APPLICATION FOR  
2007 ROID GRANT**

WHEREAS, the Township of Willingboro, a Municipal Corporation, desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, for approximately \$15,895.00 State and \$5,297.00 local share for a total of \$21,192.00 to carry out and develop programs for developmentally challenged individuals  
EXPANDING HORIZONS;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21<sup>st</sup> day of November, 2006, that the Township of Willingboro does hereby authorize the application for such a grant; and upon receipt of the grant agreement from the New Jersey Department of Community Affairs; does further authorize the execution of the agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of such funds pursuant to the terms of said agreement between Willingboro Township and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith:

  
Jeffrey E. Ramsey  
Mayor

**CERTIFICATION:**

I, Marie Annese, RMC, Clerk of the Township of Willingboro, hereby certify that at a meeting of the Governing Body held on November 21, 2006, the above resolution was duly adopted.

  
Marie Annese, RMC  
Township Clerk

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

**RESOLUTION NO. 2006 - 141**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

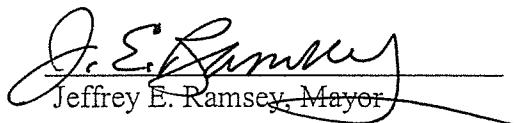
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 11/21, 2006, that an Executive Session closed to the public shall be held on 11/21, 2006, at 7:05 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

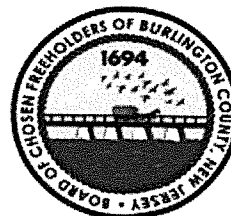
It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Annesé, RMC  
 Township Clerk

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

Board of Chosen Freeholders  
County of Burlington  
New Jersey



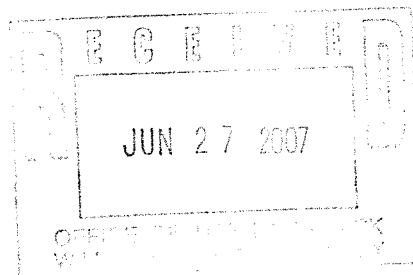
Office of the  
COUNTY SOLICITOR  
49 Rancocas Road, Room 225  
P.O. Box 6000  
Mount Holly, N.J. 08060-6000

June 18, 2007

PETER H. NELSON  
County Solicitor  
Tele: (609) 265-5289  
Fax: (609) 265-5933

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

Re: Interlocal Services Agreement  
Snow Removal  
Our File No. 19-91-06



Dear Ms. Annese:

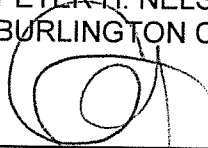
Please find enclosed an executed copy of the Interlocal Services Agreement between Burlington County and the Township of Willingboro for snow removal matters. Should there be any question concerning this please do not hesitate to contact either myself or William Kochersperger, Supervisor of Highways.

I thank you and the governing body of Willingboro Township for your attention to and courtesy in this matter.

Very truly yours,

PETER H. NELSON  
BURLINGTON COUNTY SOLICITOR

By:

  
\_\_\_\_\_  
Carl V. Buck III  
Senior Assistant Solicitor  
Cbuck@co.burlington.nj.us

CVB/clc  
Enclosure

cc Augustus M. Mosca, County Administrator  
Pete H. Nelson, County Solicitor  
Harold DeLaRoi, Assistant County Administrator  
Joseph G. Caruso, County Engineer  
R. Thomas Jaggard, Assistant County Engineer  
Paul Wnek, Supervisor of Roads  
William Kochersperger, Supervisor of Highways  
Ralph Shrom, Public Information Officer

Document Prepared by:

---

Carl V. Buck III  
Burlington County  
Solicitor's Office

**INTERLOCAL SERVICES AGREEMENT**  
BETWEEN  
BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS  
AND  
TOWNSHIP OF WILLINGBORO

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY, with offices located at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter known as the "County"), and the [TOWNSHIP OF WILLINGBORO], a body politic and corporate of the State of New Jersey, with offices located at Municipal Complex, One Salem Road, Willingboro, NJ 08046 (hereinafter known as the "Governmental Entity"):

WITNESSETH:

WHEREAS, the parties having authorized and approved this Agreement, the County by Resolution No. 721 on August 23, 2006 and the Governmental Entity by Ordinance, duly adopted pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq.;

WHEREAS, the parties herein wish to reach an agreement between the County and the Governmental Entity regarding snow and snow removal activities which information pertaining to the agreement is contained in the attached Schedule "A".

WHEREAS, N.J.S.A. 40:8A-1 et seq. authorizes a County and a Governmental Entity to enter into contracts for the joint

provision of any service which any party to the agreement is authorized to render within its own jurisdiction and the County has evidenced its approval to enter into this Agreement by authorization of Resolution No. 721 dated August 23, 2006 (a copy of which is attached hereto as Schedule "B") and the Governmental Entity Resolution No. 142 on 11/5/06 (a copy of which is attached hereto as Schedule "C").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows and as pertinent to this specific agreement:

1. Parties agree to the following schedule:
  - a. Plowing/Salting:     miles     x times plowed x \$210.00=
  - b. Salt only:     miles     x times salted x \$105.00=
  - c. Plow only:     miles     x times plowed x \$105.00=
2. The Governmental Entity agrees to not lift its snowplows or turn off its salter when traveling on the applicable streets contained within all the streets in Schedule "A".

**TERM.** The term of this Agreement is for a period of three (3) years beginning October 1, 2006 to September 30, 2009.

**CONSIDERATION.** As good and valuable consideration for this Use Agreement, the Governmental Entity agrees to pay to County the sum of \$1.00 per year in addition to any other costs for services and or materials as contained in number 1, above.

**RENEWAL.** County and the Governmental Entity have the option for continuing a one-year renewal to the agreement. Notification of request to continue such Agreement must be made by the

Governmental Entity to County no sooner than six months nor later than three months before the end of the period. Notification must be made to the Office of the Burlington County Solicitor by regular and certified mail or hand-delivery. The parties agree that the County in its sole discretion shall have the ability to either continue with this Agreement or terminate the same. The right to one-year renewals of this agreement shall continue in perpetuity until rescinded by the County or modified by a subsequent agreement.

**PAYMENT.** Payment for use of the services under this Interlocal Services Agreement shall be made as billed with payment to be made within 45 days after complete submission of bills and appropriate back up information. Governmental Entity on not less than monthly, if applicable.

**NO ASSIGNMENT.** The Governmental Entity may not do any of the following without the County's written consent:

- (a) assign this Agreement;

**LIABILITY INSURANCE.** The Governmental Entity shall secure and maintain the following insurance coverage during the term of this Agreement.

- a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.
- b. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million

dollars (\$2,000,000) annual aggregate.

- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement taking effect, the Governmental Entity shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate of Insurance by the Insurance & Risk Management Division is a precedent to the taking effect of this Agreement. The certificate should be issued to:

Burlington County Board of Chosen Freeholders  
49 Rancocas Road, PO Box 6000  
Mt. Holly, NJ 08060-6000  
Attention: Insurance & Risk Management

**NOTICE.** All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by:

- (a) personal delivery; or
- (b) certified mail, return receipt requested.

**NO WAIVER.** The County's failure to enforce any agreement in this Agreement shall not prevent the County from enforcing the agreement for any violations occurring at a later time.

**SURVIVAL.** If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.



**BINDING.** This Agreement binds the County and the Governmental Entity and all parties who lawfully succeed to their rights or take their places.

**FULL AGREEMENT.** The parties have read this Agreement. It contains their full agreement. It may not be changed except in writing signed by the County and the Governmental Entity.

**IN WITNESS WHEREOF,** and intending to be legally bound, the Board of Chosen Freeholders of the County of Burlington has caused this Agreement to be executed by its duly authorized Director, attested by its County Administrator and its corporate seal to be hereto affixed the day and year first written above.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound, the parties to this agreement have caused this Agreement to be executed by their representative, attested to and the proper seal to be hereto affixed the day and year first written above.

(SEAL)

Attest:

Augustus M. Mosca  
Augustus M. Mosca  
County Administrator

(SEAL)

Attest:

Marie Annese  
Marie Annese, Clerk

**BOARD OF CHOSEN FREEHOLDERS  
OF BURLINGTON COUNTY**

By: James K. Wujcik  
James K. Wujcik  
Freeholder Director

**TOWNSHIP OF WILLINGBORO**

By: Jeffrey E. Ramsey  
Jeffrey E. Ramsey, Mayor

STATE OF NEW JERSEY)

TOWNSHIP OF WILLINGBORO)

COUNTY OF BURLINGTON)

I certify that on Dec 6, 2006, Marie Annese personally became before me and this person acknowledged under oath, to my satisfaction that:


(a) This person is the Clerk for the Township of Willingboro, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Eddie Campbell, Jr., the Mayor of the Township of Willingboro;

(c) This document was signed and delivered by the Township of Willingboro as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

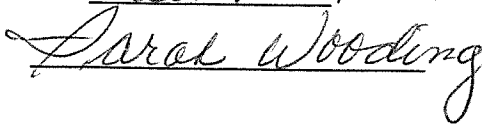
(e) This person signed this proof to attest to the truth of these facts.

  
Marie Annese, Clerk  
Township of Willingboro

Sworn and Subscribed to

before me this 6<sup>th</sup> day

of December, 2006



SARAH WOODING  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES MARCH 31, 2009

STATE OF NEW JERSEY )

ss

COUNTY OF BURLINGTON)

I certify that on \_\_\_\_\_, 2006, Augustus M. Mosca personally became before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the County Administrator for the Burlington County Board of Chosen Freeholders, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is James K. Wujcik, the Freeholder/Director of the Burlington County Board of Chosen Freeholders;

(c) This document was signed and delivered by the Burlington County Board of Chosen Freeholders as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Augustus M. Mosca  
County Administrator

Sworn and Subscribed to

before me this \_\_\_ day

of \_\_\_\_\_, 2006

\_\_\_\_\_

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, FULL AND CORRECT COPY OF RESOLUTION NO. 721 ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ, AT ITS MEETING DATED AUG 23 2006

Augustine M. Mosca  
CLERK OF THE BOARD

## RESOLUTION

WHEREAS, Burlington County has previously determined that it is in the best interest of the County to cooperate with the various governmental entities within the County regarding provision of mutual services for snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County and the various governmental entities within the County wish to cooperate in furthering their mutual ability to provide such snow removal, salting, and sanding services beneficial to the County of Burlington, to each governmental entity and ultimately to all residents within the County of Burlington; and

WHEREAS, a number of governmental entities within the County of Burlington wish to cooperate with the County of Burlington regarding snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County wishes to memorialize provisions for the provision of services for snow removal, salting and sanding of State, County and other governmental roads with the respective participating government entities within Burlington County for the period October 1, 2006 to September 30, 2009; and

WHEREAS, N.J.S.A. 40:8A-1, et seq. authorizes the County to enter into agreements for joint provisions of any service for which any party to the agreement is authorized to enter within its own jurisdictional limit; and

WHEREAS, in order to memorialize respective agreements with the various governmental entities who wish to enter into such agreements, the County is required to enter into an Interlocal Services Agreement (hereinafter referred to as "Agreement") with each participating municipality which Agreement shall define the responsibilities and duties between the County and the respective municipal entities; now, therefore, be it

RESOLVED by the Burlington County Board of Chosen Freeholders that an Interlocal Services Agreement between the County and the various governmental entities within the County of Burlington setting forth the terms and conditions of the agreements between the County and the various governmental entities relating to snow removal, salting and sanding of applicable State, County and Municipal roads

ADOPTED \_\_\_\_\_, 2006

\_\_\_\_\_  
CLERK

## RESOLUTION

be hereby approved subject to approval as to final form by the Burlington County Solicitor; and, be it

FURTHER RESOLVED, that the Interlocal Services Agreements are authorized pursuant to the Interlocal Services Act, N.J.S. 40:8A-1, et seq.; and, be it

FURTHER RESOLVED, that such Interlocal Services Agreements shall be filed and available for public inspection for thirty (30) days after adoption of this Resolution in the offices of the Burlington County Administrator per the requirements of N.J.S. 40:8A-4.

FURTHER RESOLVED, that the Burlington County Administrator is hereby authorized to sign, seal, execute and deliver the subject Agreement(s) between the County and the various governmental entities in accordance with the Rules of the Board.

FURTHER RESOLVED, that per the requirements of N.J.S. 40:8A-4, copies of the proposed contract are available for public inspection between the hours of 9:00 A.M. to 5:00 P.M. in Room 123 in the Burlington County Office Building, 49 Rancocas Road, Mount Holly, New Jersey 08060.

---

VINCENT R. FARIAS

ADOPTED AUGUST 23, \_\_\_\_\_, 2006

---

AUGUSTUS M. MOSCA

CLERK

## Willingboro

Rt626 Beverly Rancocas Rd	3.6
4 lanes divided	3.6
Rt629 Levitt Pkwy	1
4 lanes divided	1
Rt630 Levitt Pkwy / Charleston Rd	3.2
4 lanes divided	3.2
Rt633 JFK Way	2
4 lanes	2
Rt634 Sunset Road	1.2
4 lanes	1.2
Rt688 Salem Rd	<u>.1</u>
Total	22.1

**BURLINGTON COUNTY INTERLOCAL SERVICE AGREEMENT  
SNOW PLOWING/SALTING REQUEST FORM**

TOWNSHIP/CITY: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_

TIME: \_\_\_\_\_

-----  
MILES:

1.) PLOWING/SALTING: \_\_\_\_\_ MILES \_\_\_\_\_ x TIMES PLOWED x \$210.00 = \_\_\_\_\_

2.) SALT ONLY: \_\_\_\_\_ MILES \_\_\_\_\_ x TIMES SALTED x \$105.00 = \_\_\_\_\_

3.) PLOW ONLY: \_\_\_\_\_ MILES \_\_\_\_\_ x TIMES PLOWED x \$105.00 = \_\_\_\_\_

TOTAL AMOUNT OWED = \_\_\_\_\_  
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SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

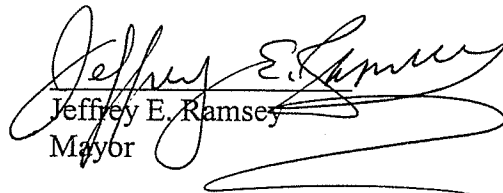
RESOLUTION NO. 2006 – 142

**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT  
BETWEEN WILLINGBORO TOWNSHIP AND THE BOARD OF  
CHOSEN FREEHOLDERS FOR SNOW REMOVAL, SANDING  
AND SALTING**


WHEREAS, the Township of Willingboro and the Board of Chosen Freeholders desire to enter into an Interlocal Services Agreement for the removal of snow, sanding and salting on County roads as per the attached Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of December, 2006, that the Mayor and Clerk are hereby authorized to sign the attached Interlocal Services Agreement (October 1, 2006 through September 30, 2009).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders, the Finance Office and the Public Works Department 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	✓			

December 5, 2006

  
Marie Annese  
Township Clerk





# TOWNSHIP OF WILLINGBORO

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

April 20, 2007

Carl V. Buck III  
Sr. Assistant County Solicitor  
Office of the County Solicitor  
49 Rancocas Road  
P. O. Box 6000  
Mount Holly, New Jersey 08060-6000

Dear Mr. Buck:

Attached are two (2) copies of the 2006-2009 Interlocal Service Agreement for Snow Removal. Also attached is a certified copy of Resolution No. 2006 – 142 which was adopted by Willingboro Township Council at their meeting of December 5, 2006.

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

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

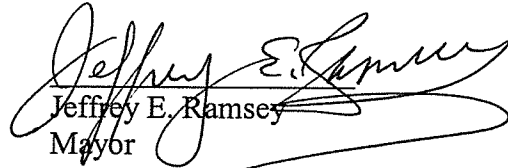
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BETWEEN WILLINGBORO TOWNSHIP AND THE BOARD OF  
CHOSEN FREEHOLDERS FOR SNOW REMOVAL, SANDING  
AND SALTING**

WHEREAS, the Township of Willingboro and the Board of Chosen Freeholders desire to enter into an Interlocal Services Agreement for the removal of snow, sanding and salting on County roads as per the attached Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of December, 2006, that the Mayor and Clerk are hereby authorized to sign the attached Interlocal Services Agreement (October 1, 2006 through September 30, 2009).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders, the Finance Office and the Public Works Department for their information and attention.

  
Jeffrey E. Ramsey  
Mayor

Attest:



Marie Annese, RMC  
Township Clerk

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

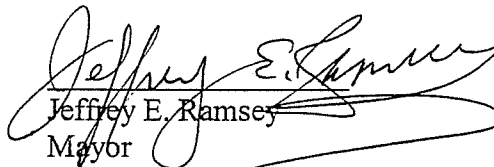
RESOLUTION NO. 2006 - 142

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BETWEEN WILLINGBORO TOWNSHIP AND THE BOARD OF  
CHOSEN FREEHOLDERS FOR SNOW REMOVAL, SANDING  
AND SALTING**

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BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders, the Finance Office and the Public Works Department for their information and attention.

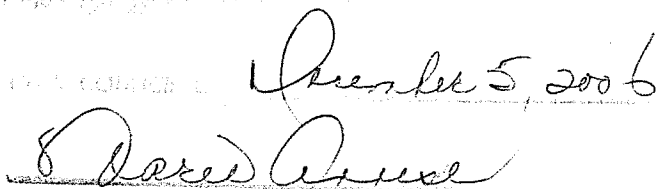
  
Jeffrey E. Ramsey  
Mayor

Attest:



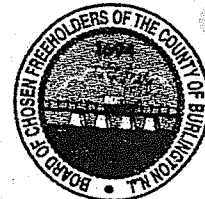
Marie Annese, RMC  
Township Clerk

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

  
TOWNSHIP CLERK

Carl V. Buck III

# Board of Chosen Freeholders County of Burlington New Jersey

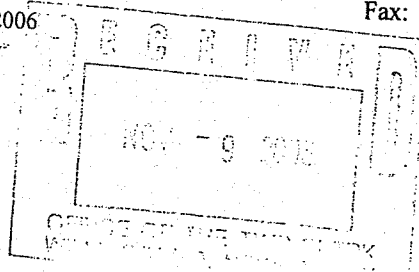


OK

Office of the  
**COUNTY SOLICITOR**  
49 Rancocas Road, Room 225  
P.O. Box 6000  
Mount Holly, N.J. 08060-6000

**EVAN H. C. CROOK**  
County Solicitor  
Tele: (609) 265-5289  
Fax: (609) 265-5933

November 6, 2006



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

Attn: Marie Annese, Clerk

**Re: Burlington County  
Highway Department  
2006-2009 Interlocal Service Agreement for Snow Removal  
Our File No. 19-91-06 (WILLINGBORO)**

Dear Ms. Annese:

The Burlington County Solicitor's office has undertaken the review of the Interlocal Service Agreements related to snow removal and associated uses. As you are aware, many municipalities have a continuing agreement with Burlington County for plowing and salting of certain roads.

The County is in the process of renewing its Interlocal Services Agreement with all Townships within the County to conform to a uniform time frame and terms. Attached is a copy of the Interlocal Service Agreement from the County Solicitor's office. Should the information in the Agreement be satisfactory, please execute and return the agreement at your earliest convenience. Please use the enclosed Snow Plowing/Salting Request form for billing purposes only.

Should there be any questions regarding this, please contact Carl V. Buck III, Senior Assistant County Solicitor, at (609) 265-5555 or Edward Staats, Jr, Assistant Superintendent of Bridges at (609)726-7300.

I thank you for your attention and courtesy in this matter.

Very truly yours,

Carl V. Buck III  
Sr. Assistant County Solicitor  
CBuck@co.burlington.nj.us

cc: Augustus M. Mosca, County Administrator  
Evan H.C. Crook, County Solicitor  
Paul Wnek, Supervisor of Roads  
William Kochersperger, Road Opening Permits  
Edward Staats, Jr., Assistant Superintendent of Bridges  
Sharon Giannini, Purchasing Agent

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Carl V. Buck III  
Burlington County  
Solicitor's Office

**INTERLOCAL SERVICES AGREEMENT**  
**BETWEEN**  
**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS**  
**AND**  
**TOWNSHIP OF WILLINGBORO**

THIS AGREEMENT made on this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY, with offices located at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter known as the "County"), and the [TOWNSHIP OF WILLINGBORO], a body politic and corporate of the State of New Jersey, with offices located at Municipal Complex, One Salem Road, Willingboro, NJ 08046 (hereinafter known as the "Governmental Entity"):

WITNESSETH:

WHEREAS, the parties having authorized and approved this Agreement, the County by Resolution No. 721 on August 23, 2006 and the Governmental Entity by Ordinance, duly adopted pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq.;

WHEREAS, the parties herein wish to reach an agreement between the County and the Governmental Entity regarding snow and snow removal activities which information pertaining to the agreement is contained in the attached Schedule "A".

WHEREAS, N.J.S.A. 40:8A-1 et seq. authorizes a County and a Governmental Entity to enter into contracts for the joint

Governmental Entity to County no sooner than six months nor later than three months before the end of the period. Notification must be made to the Office of the Burlington County Solicitor by regular and certified mail or hand-delivery. The parties agree that the County in its sole discretion shall have the ability to either continue with this Agreement or terminate the same. The right to one-year renewals of this agreement shall continue in perpetuity until rescinded by the County or modified by a subsequent agreement.

**PAYMENT.** Payment for use of the services under this Interlocal Services Agreement shall be made as billed with payment to be made within 45 days after complete submission of bills and appropriate back up information. Governmental Entity on not less than monthly, if applicable.

**NO ASSIGNMENT.** The Governmental Entity may not do any of the following without the County's written consent:

- (a) assign this Agreement;

**LIABILITY INSURANCE.** The Governmental Entity shall secure and maintain the following insurance coverage during the term of this Agreement.

- a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.
- b. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million

dollars (\$2,000,000) annual aggregate.

- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement taking effect, the Governmental Entity shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate of Insurance by the Insurance & Risk Management Division is a precedent to the taking effect of this Agreement. The certificate should be issued to:

Burlington County Board of Chosen Freeholders  
49 Rancocas Road, PO Box 6000  
Mt. Holly, NJ 08060-6000  
Attention: Insurance & Risk Management

**NOTICE.** All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by:

- (a) personal delivery; or
- (b) certified mail, return receipt requested.

**NO WAIVER.** The County's failure to enforce any agreement in this Agreement shall not prevent the County from enforcing the agreement for any violations occurring at a later time.

**SURVIVAL.** If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.

**BINDING.** This Agreement binds the County and the Governmental Entity and all parties who lawfully succeed to their rights or take their places.

**FULL AGREEMENT.** The parties have read this Agreement. It contains their full agreement. It may not be changed except in writing signed by the County and the Governmental Entity.

**IN WITNESS WHEREOF,** and intending to be legally bound, the Board of Chosen Freeholders of the County of Burlington has caused this Agreement to be executed by its duly authorized Director, attested by its County Administrator and its corporate seal to be hereto affixed the day and year first written above.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound, the parties to this agreement have caused this Agreement to be executed by their representative, attested to and the proper seal to be hereto affixed the day and year first written above.

(SEAL)

Attest:

\_\_\_\_\_  
Augustus M. Mosca  
County Administrator

(SEAL)

Attest:

  
\_\_\_\_\_  
Marie Annese, Clerk

**BOARD OF CHOSEN FREEHOLDERS  
OF BURLINGTON COUNTY**

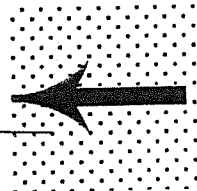
By:

\_\_\_\_\_  
James K. Wujcik  
Freeholder Director

**TOWNSHIP OF WILLINGBORO**

By:

  
\_\_\_\_\_  
Jeffrey E. Ramsey, Mayor





STATE OF NEW JERSEY)

TOWNSHIP OF WILLINGBORO)

COUNTY OF BURLINGTON)

I certify that on Dec. 6, 2006, Marie Annese personally became before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the Clerk for the Township of Willingboro, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Eddie Campbell, Jr., the Mayor of the Township of Willingboro;

(c) This document was signed and delivered by the Township of Willingboro as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

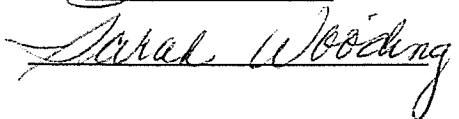


Marie Annese, Clerk  
Township of Willingboro

Sworn and Subscribed to

before me this 6th day

of December, 2006



SARAH WOODING  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES MARCH 31, 2009

## Willingboro

Rt626 Beverly Rancocas Rd	3.6
4 lanes divided	3.6
Rt629 Levitt Pkwy	1
4 lanes divided	1
Rt630 Levitt Pkwy / Charleston Rd	3.2
4 lanes divided	3.2
Rt633 JFK Way	2
4 lanes	2
Rt634 Sunset Road	1.2
4 lanes	1.2
Rt688 Salem Rd	<u>.1</u>
Total	22.1

STATE OF NEW JERSEY )

SS

COUNTY OF BURLINGTON)

I certify that on \_\_\_\_\_, 2006, Augustus M. Mosca personally became before me and this person acknowledged under oath, to my satisfaction that:

(a) This person is the County Administrator for the Burlington County Board of Chosen Freeholders, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is James K. Wujcik, the Freeholder/Director of the Burlington County Board of Chosen Freeholders;

(c) This document was signed and delivered by the Burlington County Board of Chosen Freeholders as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Augustus M. Mosca  
County Administrator

Sworn and Subscribed to  
before me this \_\_\_ day  
of \_\_\_\_\_, 2006  
\_\_\_\_\_

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, FULL AND CORRECT COPY OF RESOLUTION NO. 721 ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, NJ, AT ITS MEETING DATED AUG 2 8 2006

Augustine M. Mosca  
CLERK OF THE BOARD

## RESOLUTION

WHEREAS, Burlington County has previously determined that it is in the best interest of the County to cooperate with the various governmental entities within the County regarding provision of mutual services for snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County and the various governmental entities within the County wish to cooperate in furthering their mutual ability to provide such snow removal, salting, and sanding services beneficial to the County of Burlington, to each governmental entity and ultimately to all residents within the County of Burlington; and

WHEREAS, a number of governmental entities within the County of Burlington wish to cooperate with the County of Burlington regarding snow removal, salting and sanding of State, County and Municipal roads; and

WHEREAS, the County wishes to memorialize provisions for the provision of services for snow removal, salting and sanding of State, County and other governmental roads with the respective participating government entities within Burlington County for the period October 1, 2006 to September 30, 2009; and

WHEREAS, N.J.S.A. 40:8A-1, et seq. authorizes the County to enter into agreements for joint provisions of any service for which any party to the agreement is authorized to enter within its own jurisdictional limit; and

WHEREAS, in order to memorialize respective agreements with the various governmental entities who wish to enter into such agreements, the County is required to enter into an Interlocal Services Agreement (hereinafter referred to as "Agreement") with each participating municipality which Agreement shall define the responsibilities and duties between the County and the respective municipal entities; now, therefore, be it

RESOLVED by the Burlington County Board of Chosen Freeholders that an Interlocal Services Agreement between the County and the various governmental entities within the County of Burlington setting forth the terms and conditions of the agreements between the County and the various governmental entities relating to snow removal, salting and sanding of applicable State, County and Municipal roads

ADOPTED \_\_\_\_\_, 2006

\_\_\_\_\_  
CLERK

## RESOLUTION

be hereby approved subject to approval as to final form by the Burlington County Solicitor; and, be it

FURTHER RESOLVED, that the Interlocal Services Agreements are authorized pursuant to the Interlocal Services Act, N.J.S. 40:8A-1, et seq.; and, be it

FURTHER RESOLVED, that such Interlocal Services Agreements shall be filed and available for public inspection for thirty (30) days after adoption of this Resolution in the offices of the Burlington County Administrator per the requirements of N.J.S. 40:8A-4.

FURTHER RESOLVED, that the Burlington County Administrator is hereby authorized to sign, seal, execute and deliver the subject Agreement(s) between the County and the various governmental entities in accordance with the Rules of the Board.

FURTHER RESOLVED, that per the requirements of N.J.S. 40:8A-4, copies of the proposed contract are available for public inspection between the hours of 9:00 A.M. to 5:00 P.M. in Room 123 in the Burlington County Office Building, 49 Rancocas Road, Mount Holly, New Jersey 08060.

---

VINCENT R. FARIAS

ADOPTED AUGUST 23, 2006

---

AUGUSTUS M. MOSCA

CLERK

**BURLINGTON COUNTY INTERLOCAL SERVICE AGREEMENT  
SNOW PLOWING/SALTING REQUEST FORM**

TOWNSHIP/CITY: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_

TIME: \_\_\_\_\_

-----  
MILES:

1.) PLOWING/SALTING: \_\_\_\_\_ MILES \_\_\_\_\_ x TIMES PLOWED x \$210.00 = \_\_\_\_\_

2.) SALT ONLY: \_\_\_\_\_ MILES \_\_\_\_\_ x TIMES SALTED x \$105.00 = \_\_\_\_\_

3.) PLOW ONLY: \_\_\_\_\_ MILES \_\_\_\_\_ x TIMES PLOWED x \$105.00 = \_\_\_\_\_

TOTAL AMOUNT OWED = \_\_\_\_\_  
-----

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RESOLUTION NO. 2006 - 143**

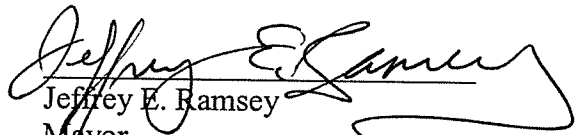
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and payments made in error; 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 5<sup>th</sup> day of December, 2006, that refunds be made as per the attached schedule; and

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

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

TRIDENT LAND TRANSFER 1409 NORTH KINGS HIGHWAY CHERRY HILL, N.J. 08034 BLOCK 541 LOT 41 33 MELBOURNE LANE OVERPAYMENT TAXES	\$265.35
MCNEW, FRANKLIN & FLORENCE C/O TRIDENT LAND TRANSFER 1409 NORTH KINGS HIGHWAY CHERRY HILL, N.J. 08034 BLOCK 541 LOT 41 33 MELBOURNE LANE OVERPAYMENT TAXES	59.35
COUNTRYWIDE TAX SERVICE 1757 TAPO CANYON ROAD SIMI VALLEY, CA. 93063 BLOCK 530 LOT 3 67 MERIBROOK CIRCLE OVERPAYMENT TAXES	1414.91
SCALFORD, HARRY & LORETTA 77 MEDFORD LANE WILLINGBORO, N.J. 08046 BLOCK 536 LOT 30 77 MEDFORD LANE OVERPAYMENT TAXES	860.89
WELLS FARGO REAL ESTATE TAX SERVICE ATTN: FINANCIAL SUPPORT UNIT REGION 1, 1 HOME CAMPUS, MAC X2502-011 DES MOINES, IA. 50328-0001 BLOCK 1120 LOT 22 12 TOWER LANE OVERPAYMENT TAXES	896.79
KELVIN & CELESTE JOHNSON 36 SHEFFIELD DRIVE WILLINGBORO, N.J. 08046 BLOCK 105 LOT 16 36 SHEFFIELD DRIVE OVERPAYMENT TAXES	988.72



JOHN & KAREN POLLITT  
7 MEDLEY LANE  
WILLINGBORO, N.J. 08046  
BLOCK 520  
LOT 42  
7 MEDLEY LANE  
OVERPAYMENT TAXES

\$1200.00

ABN AMRO MTG. GROUP, INC.  
7159 CORKLAN DRIVE  
JACKSONVILLE, FLORIDA 32258-4455  
BLOCK 807  
LOT 22  
67 EAST LANE  
OVERPAYMENT TAXES

1702.42

NATIONWIDE APPRAISAL SERV. CORP.  
380 SOUTH POINTE BLVD.  
SOUTH POINTE PLAZA, SUITE 300  
CANONSBURG, PA. 15317  
BLOCK 537  
LOT 11  
38 MEDFORD LANE  
OVERPAYMENT TAXES

1503.77

**RESOLUTION NO. 2006 – 144**

**AUTHORIZING CHANGE ORDER NO. 1 (FINAL) CONSTRUCTION OF TWO PAVILIONS AT MILL CREEK PARK**

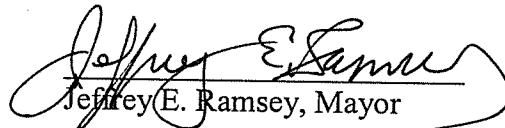
WHEREAS, Willingboro Township Council, by Resolution No. 2006 – 107 awarded a bid to **Ocean Excavating, Inc.**, for the Construction of Two Pavilions at Mill Creel Park for a total bid award of \$74,242.00; and

WHEREAS, the Engineer has submitted paperwork for Certificate No. 1 (final) and Change Order No. 1 (Final) representing Supplemental costs amounting to \$860.00 **increasing the total contract amount from \$74,242.00 to \$75,102.00**; and


WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5<sup>th</sup> day of December, 2006, that the above Certificate No. 1 (final) and Change Order No. 1 (final) are approved; and

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

  
Jeffrey E. Ramsey, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
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: 12/05/06  
Resolution Number: 2006-144

Vendor: OCEANEXC OCEAN EXCAVATING INC  
2127 EISENHOWER ROAD  
TOMS RIVER, NJ 08753

Contract: 06-00004 Construction of two pravillion  
at Mill Creek Park

Account Number	Amount	Department Description
C-04-55-904-002-911	860.00	2004 GENERAL CAPITAL
Total	860.00	

Only amounts for the 2006 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

*Barbara L. Light*  
ACFWG Chief Financial Officer



# TOWNSHIP OF WILLINGBORO

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

December 6, 2006

Mr. Richard Arango  
Executive Vice President  
Remington, Vernick & Arango  
243 Route 130  
Suite 200  
Bordentown, New Jersey 08505

**RV&A File No. 0338T043**

Dear Mr. Arango:

Attached for your information and file is a copy of Resolution No. 2006-144 which was adopted by Willingboro Township Council at their meeting of December 5, 2006.

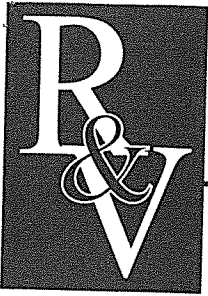
Also attached are the four (4) signed copies of Change Order No. 1 (Final).

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



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

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

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

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

**SENIOR ASSOCIATES**  
 John J. Cantwell, P.E., P.P., C.M.E.  
 Alan Dittenhofer, P.E., P.P., C.M.E.  
 Frank J. Seney, Jr., P.E., P.P., C.M.E.  
 Terence Vogt, P.E., P.P., C.M.E.  
 Dennis K. Yoder, P.E., P.P., C.M.E.  
 Charles E. Adamson, P.L.S., A.E.T.  
 Kim Wendell Bibbs, P.E., C.M.E.  
 Marc DeBlasio, P.E., P.P., C.M.E.  
 Leonard A. Faiola, P.E., C.M.E.

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

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

**Remington, Vernick  
 & Vena Engineers**  
 9 Allen Street  
 Toms River, NJ 08753  
 (732) 286-9220  
 (732) 505-8416 (fax)

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

**Remington, Vernick  
 & Walberg Engineers**  
 845 North Main Street  
 Pleasantville, NJ 08232  
 (609) 645-7110  
 (609) 645-7076 (fax)

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

**Remington, Vernick  
 & Beach Engineers**  
 922 Fayette Street  
 Conshohocken, PA 19428  
 (610) 940-1050  
 (610) 940-1161 (fax)

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

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

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

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

November 21, 2006

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

**Re: Township of Willingboro  
 Construction of Two Pavillions at Mill Creek  
 Certificate #1 Final & C.O. #1 Final Recommendation  
 RV&A File No. 0338T043**

Dear Mr. Berry:

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

Also in this recommendation for your review and approval is four (4) copies of Change Order #1 Final this Change Order will increase the base contract from \$74,242.00 to \$75,102.00. Please sign all 4 copies's and return to our office.

Included in this package is the Maintenance Bond for this project as presented by Ocean Excavating.

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

Sincerely,  
**REMINGTON, VERNICK & ARANGO ENGINEERS, INC.**

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

RGA/clg  
 Enclosure(s)

c: Ocean Excavation

T:\Willingboro\T043-Construction of Two Pavillions @ Mill Creek Park\cert.1 cover letter.doc

NOV 27 2006

# WILLINGBORO TOWNSHIP

No 017942

ONE SALEM ROAD  
WILLINGBORO, NJ 08046

Pay To ..... Ocean Excavating, Inc. ....

2127 Eisenhower Road

ADDRESS ..... Toms River, NJ 08753 .....

CITY .....

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	<del>Furnishing of all labor and materials for the resurfacing of (Miscellaneous Courts &amp; Pedestrian Pathways)</del>		
	<i>Construction of Two Pavilions AT Mill Creek</i>		
	Total Amount Completed to Date	\$75,102.00	
	Less 0% Retainage	\$75,102.00	
	Subtotal		
	Less Amount Previously Certified	\$0.00	
	<b>AMOUNT DUE THIS CERTIFICATE</b>	<b>\$75,102.00</b>	

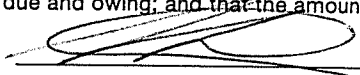
### VENDOR'S CERTIFICATION AND DECLARATION

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

I further certify that, as an employer with [     ] more than five (5) employees  
[     ] less than five (5) employees

(Check either but not both)

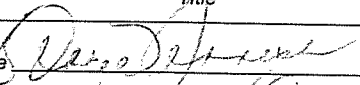
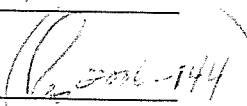
I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

  
Signature

*V. P. R. E. S.*  
Title

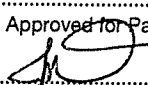
### DEPARTMENT HEAD CERTIFICATION

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

Signature   
Title *Trng Clerk* 

ACCOUNT CHARGED

INVOICES CHECKED AND VERIFIED

Approved for Payment  
  
Township Manager

DATE PAID .....

CHECK No. ....

**PROJECT NAME:**

Construction of two (2) Pavillions  
 at Mill Creek

**CERTIFICATE #1 Final**

**PROJECT NUMBER:**

0338T043

**CLIENT:**

TOWNSHIP OF WILLINGBORO



Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #1	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	INNSTALLATIO OF TWO (2) 32'X 32' PAVILLIONS	1 LS	\$30,095.00	\$30,095.00	1	1	\$30,095.00
2	MISC.WORK INCL. ALL MATERIAL,LABOR & EQUIPMENT	1 LS	\$34,360.00	\$34,360.00	1	1	\$34,360.00
3	SITE PREPARATION	1 LS	\$9,662.00	\$9,662.00	1	1	\$9,662.00
4	TWO YEAR MAINTENANCE BOND	1 EA	\$125.00	\$125.00	1	1	\$125.00

TOTAL AMOUNT COMPLETED TO DATE	\$74,242.00
LESS 2% RETAINAGE	\$0.00
SUBTOTAL	\$74,242.00
LESS AMOUNT PREVIOUSLY CERTIFIED	
<b>AMOUNT DUE THIS CERTIFICATE</b>	<b>\$74,242.00</b>

**SUMMARY**

ORIGINAL CONTRACT AMOUNT	\$74,242.00
CHANGE ORDERS ( ADJUSTED AMOUNTS )	
1	\$860.00
2	\$0.00
TOTAL CHANGE ORDERS	\$860.00
<b>AMENDED CONTRACT AMOUNT</b>	<b>\$75,102.00</b>

PAYMENTS TO DATE (AMOUNT)

1
2
3
4
5

TOTAL PAYMENTS TO DATE (AMOUNT)

\$0.00

AMOUNT OF THIS CERTIFICATE

\$75,102.00

TOTAL AMOUNT OF WORK COMPLETED

\$75,102.00

NOTICE TO PROCEED DATE

10/30/06

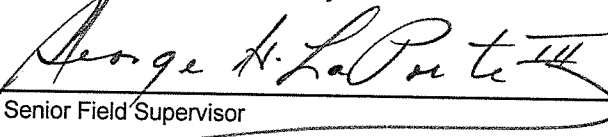
PROJECT COMPLETION DATE


11/17/06

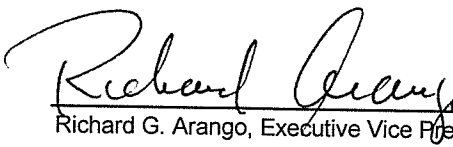
TIME EXTENSION

NONE

 11/22/06  
Contract Administrator Date

 11/22/06  
Senior Field Supervisor Date

 11/21/06  
Municipal Engineer Date

 11/21/06  
Richard G. Arango, Executive Vice President Date



**R** REMINGTON & VERNICK ENGINEERS  
**V** CHANGE ORDER #1 FINAL

CONTRACTOR: 11/21/06  
 OCEAN EXCAVATING, INC.  
 2127 EISENHOWER ROAD  
 TOMS RIVER, NEW JERSEY 08753

NAME OF PROJECT:  
 CONSTRUCTION OF TWO PAVILLONS (2) AT MILL CREEK  
 PROJECT NUMBER:  
 0338T043  
 CLIENT:  
 TOWNSHIP OF WILLINGBORO  
 REASON FOR CHANGE:  
 ADDITIONAL WORK

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
<b>EXTRAS</b>					
<b>REDUCTIONS</b>					
<b>SUPPLEMENTALS</b>					
CO#1	REMOVE TREE		1 UNIT	\$860.00	\$860.00
					\$860.00
	<b>ORIGINAL CONTRACT AMOUNT</b>				<b>\$74,242.00</b>
	+ SUPPLEMENTAL				\$860.00
	+ EXTRA				\$0.00
	- REDUCTION				\$0.00

ADJUSTMENT AMOUNT BASED ON  
CHANGE ORDER NO. 1

\_\_\_\_\_  
\$75,102.00  
\_\_\_\_\_

ACCEPTED BY:

  
\_\_\_\_\_  
((CONTRACTOR))

Date

*George H. LaPate III* 11/22/06

Remington & Vernick Inspector

Date

*Richard Granzo*

11/21/06

Municipal Engineer

Date

*Richard Granzo*

11/21/06

Remington & Vernick Engineer

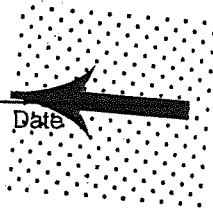
Date

*J. Jeffrey E. Lantry*

APPROVED BY:

*[Signature]*  
\_\_\_\_\_  
((TOWNSHIP))

Date



# MAINTENANCE BOND

Bond Number 1000752087


The undersigned declare that we, Ocean Excavating, Inc., as Principal and American Contractors Indemnity Company, as Surety are held and firmly bound unto Township of Willingboro, as Owner, in the sum of Seven Thousand Five Hundred Ten and 20/100---- Dollars (\$7,510.20) to be paid to the said obligee only, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors.

The condition of this obligation is such that, whereas, the Principal did on the \_\_\_\_ day of \_\_\_\_ enter into a Contract with the Owner for the construction of Construction of Twp Pavilions at Mill Creek Park which said contract is made part of the bond as though set herein; and the same contract was completed and accepted on November 20<sup>th</sup> 2006.

Now, if the said Principal shall remedy without cost to the Owner any defects which may develop during a period of two ( 2 ) year (s) from the date of completion and acceptance of the work performed under the contract, provided such defects, according to reasonable construction and engineering standards, are the result of defective or inferior materials or workmanship, then this obligation shall be void, otherwise, it shall be and remain in full force and effect. The Surety hereby stipulates and agrees that no modifications, deletions or additions in or to the terms of said contract, drawings or specifications therefore shall in no way affect its obligation on this bond.

IN WITNESS WHEREOF, the Principal and Surety have duly executed this bond under seal this 21st day of November, 2006.

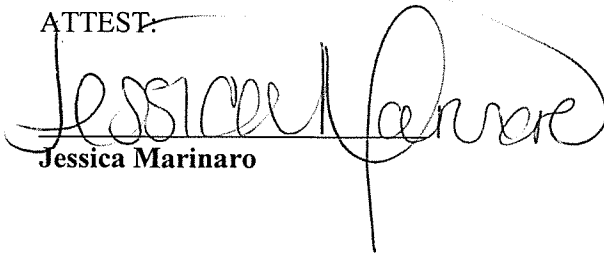
ATTEST:



By: Ocean Excavating, Inc.

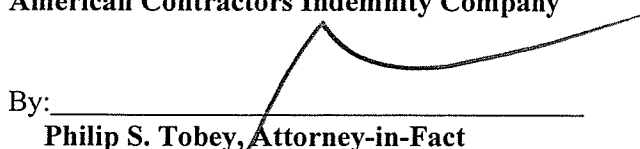
Address: 2127 Eisenhower Rd.  
Toms River, NJ 08753

ATTEST:



Jessica Marinaro

American Contractors Indemnity Company

By:   
Philip S. Tobey, Attorney-in-Fact

**American Contractors Indemnity Company**

9841 Airport Blvd., 9<sup>th</sup> Floor Los Angeles, California 90045



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

**Philip S. Tobey or Lionel D. Jorge of Florham Park, New Jersey**

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ \*\*\*\*\*3,000,000.00\*\*\*\*\*. This Power of Attorney shall expire without further action on March 18, 2007.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6<sup>th</sup> day of December, 1990.

*"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority*

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke the authority given.*

*RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."*

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Chief Executive Officer on the 15<sup>th</sup> day of December, 2003.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: *Robert F. Thomas*  
Robert F. Thomas, Chief Executive Officer

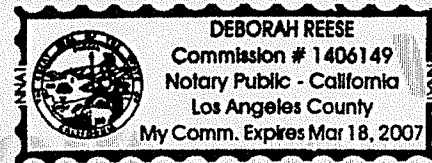
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

§  
§

On this 15th day of December 2003, before me, Deborah Reese, a notary public, personally appeared Robert F. Thomas, Chief Executive Officer of American Contractors Indemnity Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Deborah Reese*  
Signature of Notary  
My Commission expires March 18, 2007



I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 21 day of November, 2003.

Bond No. 1000752087  
Agency No. #8252

*Jeannie J. Kim*  
Jeannie J. Kim, Corporate Secretary

**AMERICAN CONTRACTORS  
INDEMNITY COMPANY**  
(A Wholly Owned Subsidiary of  
Surety Associates Holding Company, Inc.)

Statutory Statements of Admitted Assets, Liabilities, and Capital and Surplus  
December 31, 2003 and 2002

<b>Admitted Assets</b>	<u>2003</u>	<u>2002</u>
<b>Investments:</b>		
Fixed maturities, at amortized cost (market value of \$41,095,368 and \$32,175,786 at December 31, 2003 and 2002, respectively)	\$ 39,853,604	31,219,164
Equity securities, at market (cost of \$5,193,221 and \$6,048,221 at December 31, 2003 and 2002, respectively)	5,544,396	6,184,071
Mortgage loans on real estate	71,494	370,566
Short-term investments	<u>6,366,279</u>	<u>4,054,525</u>
Total investments	51,835,773	41,828,326
Cash	1,053,541	1,006,897
Accrued interest income	1,017,346	739,932
Premiums receivable	1,422,941	2,796,808
Receivable from Parent, subsidiaries, and affiliates	12,021,332	—
Net deferred tax asset	1,855,157	1,401,835
Electronic data processing equipment	219,955	253,968
Reinsurance recoverables (payables) on paid loss and loss adjustment expenses	553,160	(676,404)
Other assets	<u>197,632</u>	<u>—</u>
Total admitted assets	<u>\$ 70,176,837</u>	<u>47,351,362</u>
<b>Liabilities and Capital and Surplus</b>		
<b>Liabilities:</b>		
Unpaid losses and loss adjustment expenses	\$ 11,248,143	8,254,212
Unearned premiums	21,909,891	18,493,380
Ceded reinsurance payable	1,730,090	188,226
Accrued expenses	3,691,316	726,249
Premium taxes payable	635,824	465,999
Contingent commissions payable	35,576	542,599
Federal income taxes payable	<u>153,029</u>	<u>53,360</u>
Total liabilities	<u>39,403,869</u>	<u>28,724,025</u>
<b>Capital and surplus:</b>		
Capital stock, \$70 par value. Authorized 100,000 shares; issued and outstanding 30,000 shares in 2003 and 2002	2,100,000	2,100,000
Additional paid-in and contributed capital	19,562,169	7,562,169
Unassigned surplus	<u>9,110,799</u>	<u>8,965,168</u>
Total capital and surplus	30,772,968	18,627,337
Commitments and contingencies		
Total liabilities and capital and surplus	<u>\$ 70,176,837</u>	<u>47,351,362</u>

See accompanying notes to statutory financial statements.

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

American Contractors Indemnity Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond are in the following amount as of the calendar year ended December 31, 2003, which amounts have been certified as indicated by KPMG, 355 South Grand Avenue, Suite 2000, Los Angeles, California 90071-1568 and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

Capital: \$21,662,169  
Surplus: \$ 9,110,799

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein as of July 1, 2004 is as follows:

Limitation: \$3,077,000

(4) The amount of the bond to which this statement and certification is attached is \$ \_\_\_\_\_.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

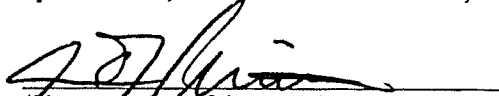
(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and

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

**CERTIFICATE**

I, Jerome F. Cruitt, as Senior Vice President & CFO for American Contractors Indemnity Company, a corporation domiciled in California, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

  
(Signature of certifying agent)

Jerome F. Cruitt, Senior Vice President & CFO  
(Printed name and title of certifying agent)

Date: March 22nd 2005

\*Any bond that exceeds the total underwriting limitation is subject to review and approval by American Contractors Indemnity Company.

Agenda Item 12/5/06

Resolution No. 2006 – 145  
Professional Appointment Heyer Gruel  
Authorizing an increase of \$5,000  
(not to exceed amount increased to  
\$25,000).

**HELD**

**RESOLUTION NO. 2006 - 146**  
**A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.**

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

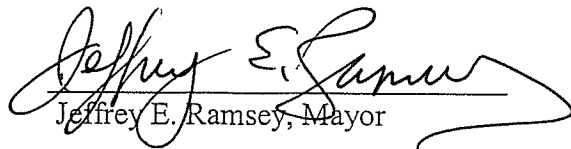
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 12/5, 2006, that an Executive Session closed to the public shall be held on 12/5, 2006, at 7:10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Annese, RMC  
 Township Clerk

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



**RESOLUTION NO. 2006-147**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE EXECUTION OF THE CERTIFICATE OF COMPLETION OF WILLINGBORO TOWN CENTER URBAN RENEWAL SOUTH, L.L.C. PURSUANT TO N.J.S.A. 40A:12A-9**

**WHEREAS**, on February 10, 2005, the Township of Willingboro (hereinafter "Township") and Willingboro Town Center Urban Renewal South, L.L.C. (hereinafter "Redeveloper") entered into a "Redevelopment Agreement for A Commercial Development on Block 3, Lot 4.08, in the Willingboro Plaza Redevelopment Area of the Township of Willingboro and Burlington County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal South, L.L.C." (hereinafter "Agreement"), appointing Willingboro Town Center Urban Renewal South, L.L.C. as the redeveloper of, Block 3 Lot 4.08; and

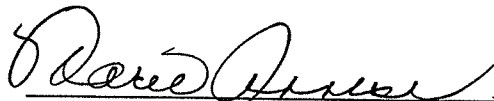
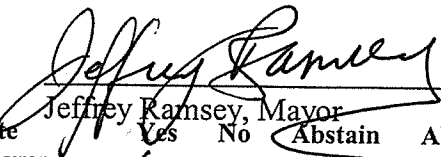
**WHEREAS**, the Redeveloper has requested issuance of the Certificate of Completion for the property at Block 3, Lot 4.08, known as the "South Pad Commercial Project" property, in accordance with the Section 4.04 of the Agreement; and

**WHEREAS**, the Township has approved the improvements at the South Pad Commercial property and found the South Pad Commercial property to be complete in accordance with Section 4.04 of the Redevelopment Agreement; and

**WHEREAS**, the development of the South Pad Commercial project by Redeveloper, is in the best interest of the Township and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of December, 2006, that the Township Council of the Township of Willingboro hereby authorizes the Mayor and clerk to execute the Certificate of Completion.

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution shall provided to Willingboro Town Center Urban Renewal South, L.L.C. for their information and attention.

	
Marie Annese, RMC Township Clerk	Jeffrey Ramsey, Mayor
<b>Recorded Vote</b>	<b>Yes No Abstain Absent</b>
Councilman Ayer	✓
Councilman Campbell	✓
Councilman Stephenson	✓
Deputy Mayor Jennings	✓
Mayor Ramsey	✓

**Subject:** RE: Certificate of Completion  
**From:** "cbowie" <chb@armstronglawfirm.com>  
**Date:** Wed, 6 Dec 2006 15:10:49 -0500  
**To:** "Marie" <Marie\_Annese@willingborotwp.org>

*Resol  
Sign Resolution  
Certificate of Completion  
M. Annese*

Marie, I am attaching the resolution. I have sent it to Michael also. He says its fine.

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

From: Marie [mailto:Marie\_Annese@willingborotwp.org]  
Sent: Wednesday, December 06, 2006 10:37 AM  
To: Michael Armstrong; chrystal  
Subject: Certificate of Completion

The Certificate of Completion for the South Pad was approved last night. Mr. A. to prepare Resolution No. 2006-147 authorizing the Mayor to sign. Resolution to be e-mailed so that Mayor can sign both documents. Mr. Juliano's office called this morning regarding same. Thanks, Marie

<b>Resolution re certificate of completion.doc</b>	<b>Content-Type:</b> application/msword <b>Content-Encoding:</b> base64
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## Form of Certificate of Completion

*6th* day of *December*, 200*5* by the **TOWNSHIP OF WILLINGBORO** (the "Township").

### Background

The Township previously adopted a redevelopment plan, as amended (the "Redevelopment Plan") for an area of approximately 146.5 acres, consisting of all properties abutting U. S. Route 130 from the Township's boundary with Burlington Township to Pennypacker Drive (the "Redevelopment Area"). Willingboro Town Center Urban Renewal South, LLC ("Redeveloper") is the owner of certain real property within the Redevelopment Area designated on the Township's current tax map as Lot 4.08 in Block 3 and as more particularly described by metes and bounds in Exhibit A attached hereto (the "Property"), the "South Pad". The Township and Redeveloper entered into that certain Redevelopment Agreement dated February 10, 2005 (the "Redevelopment Agreement") pursuant to which Redeveloper agreed to undertake the redevelopment of the Property by constructing three commercial buildings with associated parking and other related improvements on the Property (the "South Pad Project").

Redeveloper has substantially completed the South Pad Project. Redeveloper has requested, pursuant to Section 4.04 of the Redevelopment Agreement, that the Township acknowledge the satisfaction and termination of certain obligations of Redeveloper in a Certificate of Completion. The Township has agreed to execute this Certificate pursuant to Section 4.04 of the Redevelopment Agreement. Capitalized terms not otherwise defined herein will have the meanings assigned to such terms in the Redevelopment Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and conditions set forth in the Redevelopment Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Township agrees as follows:

1. The Township acknowledges and agrees (a) that Redeveloper has performed all of its duties and obligations under the Redevelopment Agreement with respect to the construction of the South Pad Project and (b) that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan as to the redevelopment of the Property and the construction of the South Pad Project are satisfied and terminated.
2. This Certificate constitutes a conclusive determination, as set forth in N.J.S.A. 40A:12A-9, that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan are satisfied and terminated with respect to Redeveloper's obligations to construct the South Pad Project.
3. This Certificate also constitutes a conclusive determination that the conditions supporting the designation of the Property as an area in need of redevelopment are deemed to no

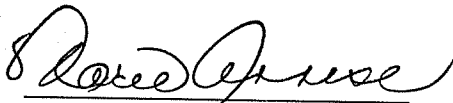
longer exist and that the land and improvements within the Property are no longer subject to the Township's exercise of eminent domain based upon the presence of those conditions.

4. Nothing contained in this Certificate shall modify or in any way affect Redeveloper's ongoing obligations with respect to the payment of the Special Assessments and the payments under the Financial Agreement to the extent such obligations have not been satisfied as of the date hereof.

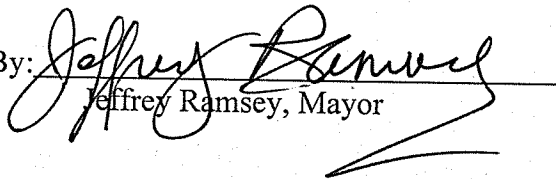
**IN WITNESS WHEREOF**, the Township has caused this Certificate to be properly executed and attested as of the date first written above.

ATTEST:

**THE TOWNSHIP OF WILLINGBORO**



Marie Annese, RMC, Clerk

By:   
Jeffrey Ramsey, Mayor

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

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

TELEFAX COVER SHEET

TO:   *Lisa*    
COMPANY:   *Quadrant Development*    
DATE:   *12/7/06*    
TO FAX NO.   *770-4205*  

FROM:   *David J. Jurek*   EXT.   *6202*   PAGES   *4*  

SUBJECT:   *Res 2006-147 and*    
  *Certificate of Completion*    
  *Sheet 8 of 8*  

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

\*\*\*\*\*  
 \* P. 01 \*  
 \* TRANSACTION REPORT \*  
 \* DEC-07-2006 THU 10:49 AM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* DEC-07 10:46 AM 7704205 2' 46" 4 SEND OK 278 \*  
 \* TOTAL : 2M 46S 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: Lead  
 COMPANY: Quoted Development  
 DATE: 12/7/06  
 TO FAX NO. 770-4205

FROM: David J. [Signature] EXT. 6202 PAGES 4



# TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD*

*WILLINGBORO, NEW JERSEY 08046*

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

December 7, 2006

Mr. Thomas Juliano  
DELCO Development  
560 Fellowship Road  
Suite 214  
Mount Laurel, New Jersey 08054

Attention Lisa

Attached is a certified copy of Resolution No. 2006 – 147 which was adopted by Willingboro Township Council at their meeting of December 5, 2006. Also attached is the Certificate of Completion regarding the South Pad.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

RESOLUTION NO. 2006 - 148

A RESOLUTION APPROVING AN APPLICATION FOR THE NEW JERSEY SAFE ROUTES TO SCHOOL (SRTS) GRANT PROGRAM FOR THE TOWNSHIP OF WILLINGBORO GARFIELD PARK EAST ELEMENTARY SCHOOL TRAFFIC SAFETY IMPROVEMENTS

WHEREAS, the Safe Routes to School Grant Program (hereinafter referred to as "SRTS") provides federal-aid highway funds to Local Governing Bodies for a wide variety of projects and activities that support and encourage students to walk and bicycle to school in a safe and routine activity; and

WHEREAS, the Township of Willingboro desires to seek funds from the SRTS Program for Traffic Safety Improvements for the Garfield Park East Elementary School which shall include the installation of school warning speed limit flashing beacons and ADA curb ramp upgrades for the crosswalk improvements; and

WHEREAS, the Township of Willingboro is responsible for the maintenance of the school warning speed limit flashing beacons and ADA curb ramp upgrades for the crosswalk improvements; and

NOW, THEREFORE, BE IT RESOLVED, by the Township of Council of the Township of Willingboro assembled in public session this 12th day of December, 2006, that application be made to the Safe Routes to School Grant Program for traffic safety improvements at the Garfield Park East Elementary School; and

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

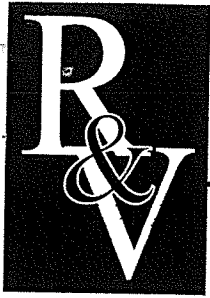
Handwritten signature of Jeffrey E. Ramsey, Mayor

Attest:

Handwritten signature of Marie Annesé, RMC, Township Clerk

Table with 4 columns: Recorded Vote, Yes, No, Abstain, Absent. Rows include Councilman Ayer, Councilman Campbell, Councilman Stephenson, Deputy Mayor Jennings, and Mayor Ramsey, all with checkmarks in the Yes column.





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

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

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

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

**SENIOR ASSOCIATES**  
 John J. Cantwell, P.E., P.P., C.M.E.  
 Alan Dittenhofer, P.E., P.P., C.M.E.  
 Frank J. Seney, Jr., P.E., P.P., C.M.E.  
 Terence Vogt, P.E., P.P., C.M.E.  
 Dennis K. Yoder, P.E., P.P., C.M.E.  
 Charles E. Adamson, P.L.S., A.E.T.  
 Kim Wendell Bibbs, P.E., C.M.E.  
 Marc DeBlasio, P.E., P.P., C.M.E.  
 Leonard A. Faiola, P.E., C.M.E.

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

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

**Remington, Vernick  
 & Vena Engineers**  
 9 Allen Street  
 Toms River, NJ 08753  
 (732) 286-9220  
 (732) 505-8416 (fax)

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

**Remington, Vernick  
 & Walberg Engineers**  
 845 North Main Street  
 Pleasantville, NJ 08232  
 (609) 645-7110  
 (609) 645-7076 (fax)

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

**Remington, Vernick  
 & Beach Engineers**  
 922 Fayette Street  
 Conshohocken, PA 19428  
 (610) 940-1050  
 (610) 940-1161 (fax)

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

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

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

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

*cert. copy  
 to Speth Paul  
 after W.S.*

JAN 25 2007

December 27, 2006

Mr. David A. Kuhn, Director  
 Division of Local Aid and Economic Development  
 New Jersey Department of Transportation  
 1035 Parkway Avenue  
 P.O. Box 600  
 Trenton, NJ 08625

**RE: FY 2007 NJDOT Safe Routes to School Grant Application  
 Township of Willingboro, Burlington County**

Dear Mr. Kuhn:

Enclosed for NJDOT consideration, please find one original, signed and sealed application and ten (10) copies of the application for the aforementioned project:

Should you have any questions, please do not hesitate to contact our Haddonfield office.

Sincerely,

**REMINGTON & VERNICK ENGINEERS, INC.**

*[Signature]*  
 K. Wendell Bibbs, P.E., C.M.E. For  
 Senior Associate

Enclosures

KWB/SMP/el

cc: Mayor & Council c/o Marie Anesse, Twp. Clerk  
 Joanne Diggs, Interim Twp. Manager  
 Eric Berry, Deputy Twp. Manager  
 Michael Angelastro  
 Syreeta M. Paul

T:\Transportation\_Bridge\Willingboro Township\0338T053-SRTS-Safe Routes to School Grant\Correspondence\Pine Hill SRTS Application Cover Letter.doc

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## NEW JERSEY SAFE ROUTES TO SCHOOL APPLICATION

Project Title                      Garfield Park East Elementary School Traffic Safety Improvements  
School District                    Township of Willingboro School District  
Municipality                      Township of Willingboro  
County                              Burlington  
Metropolitan Planning Organization                       NJTPA     SJTPO     DVRPC

### SECTION 1: Contact Information

Provide contact information for the applicant.

Applicant Type                    School District  Municipality  County  Other   
Organization                      Township of Willingboro  
Contact Name                      K. Wendell Bibbs, P.E., C.M.E.  
Contact Title                      Township Engineer  
Mailing Address                    Remington & Vernick Engineers, 232 Kings Highway East  
City, State, Zip                    Haddonfield, NJ 08003  
Contact Phone                      (856)795-9595    Contact Fax    (856)216-9942  
Contact E-mail                      wbibbs@rve.com

Preparer Name, Title, Organization, and Phone (if different from contact): \_\_\_\_\_

The applicant is required to attend a NJDOT SRTS Kick-Off Meeting as a condition of receiving an award. Indicate who will attend the meeting.

Name, Title                      K. Wendell Bibbs, P.E., C.M.E., Township Engineer  
Phone, E-mail                      (856)795-9595, wbibbs@rve.com

While many types of organizations can apply to the SRTS program, only municipalities, counties and school districts can receive funds. Provide contact information for the funding recipient.

Same as applicant?                     Yes  No    If no, provide contact information for the funding recipient.

Name, Title                      Jeffrey E. Ramsey, Mayor  
Organization                      Township of Willingboro  
Phone, E-mail                      (609) 877-2200, Ext. 6202



**SECTION 2: School Information**

Complete a separate sheet for each school that will benefit from the proposed project.

School Name **Garfield East Elementary School**

Address **150 Evergreen Drive**

City, State, Zip **Willingboro, NJ 08046**

School District **Willingboro School District**

School-Designated Lead Coordinator:

Contact Name **Carol Ramage**

Title **Principal**

Organization **Garfield East Elementary School**

Contact Phone

Contact E-mail

Is the school part of a shared School District?  Yes  No

If yes, please identify additional municipalities: \_\_\_\_\_

Grade Levels **PK-5** Student Population **438**

Estimated number of students who currently:

Walk to School **289** Bike to School **0** Ride the Bus **49** Drop off/other **100**

Method determining estimates **School District & Percentages**

Percentage of students living within 2 miles of the school **93%**

Number of students expected to benefit from project **438**

Is courtesy/hazard busing provided? Yes  No

**Special consideration will be given to schools that meet the following criteria:**

Has an optional SRTS Travel Plan been prepared? Information about SRTS Travel Plans can be found in the Safe Routes to School Toolbox? If yes, please attach. Yes  No

Is the School District an Abbott District? Yes  No

Is the school located in an Urban Aid Community? Yes  No





### SECTION 3: Problem Statement

Describe the current conditions for walking and bicycling in the school(s) area. You are encouraged to reference supporting information such as: history of traffic problems, accident reports, traffic counts, speed limits, crime reports, census information and results of survey.

- a) Describe the obstacles (physical or other) to walking or bicycling to school. Limit your response to 200 words.

The Township of Willingboro is requesting funding to improve the traffic pedestrian safety of the students for Garfield Park East Elementary School. This particular project was chosen due to excessive speeding along Evergreen Drive. The Township has investigated this area due to the concerns of the residents. The Township Engineer's office conducted a speed survey in 2005 at four different locations along Evergreen Drive from Garfield Drive to Levitt Parkway. An Automated Traffic Recorder (ATR) was used to obtain the traffic count data for a period of one week. The analysis of the speed data revealed that the 85<sup>th</sup> percentile speed at all locations exceeded the posted speed limit of 25 miles per hour. The highest 85<sup>th</sup> percentile speed of all locations occurred at the straightest segment of Evergreen Drive which is the frontage of Garfield Park East Elementary School.

Since then, the Township has been investigating some traffic calming measures as a means to improve the safety conditions for the students and pedestrians. Speed enforcement was used to reduce the speeding of the vehicles along Evergreen Drive and crossing guards are present before and after school to assist the students with crossing the streets. We are requesting funds for the installation of school warning flashing beacons and ADA curb ramp upgrades to improve the traffic safety within this school zone.

- b) Describe current risks facing children who walk or bicycle to the school(s). Limit your response to 200 words.

The speeding problem on Evergreen Drive makes this a safety hazard for the children when walking or bicycling to school. There are higher risks of pedestrian crashes when vehicles are speeding. All of the curb ramps within the school zone are currently not ADA compliant which also makes this a safety hazard for students with disabilities. The morning seems to be the most safety hazard time period for the children because most of the vehicles on Evergreen Dr. during this time are parents dropping their kids off to school and then rushing to get to work. Evergreen Dr. is also a residential collector that provides access to numerous local streets within the subdivision so this street has a lot of traffic in the morning because most residents use this street to travel to and from work.

The presence of crossing guards assist the children when crossing the streets, however the speed limit flashing beacons will become a supplemental aid in reducing vehicular speed within the school zone. The vehicles will be able to see the flashing beacons in advance of the school zone and this will allow the vehicles to reduce their speed in advance of the crosswalks where the majority of students are present and are crossing the street.

- c) Attach an 8.5 by 11 inch location map showing up to a two-mile radius of the school(s). Label the school site(s) and problem areas.  
(Attached)
- d) Attach up to ten photographs of problem areas.  
(Attached)





## SECTION 4: Demonstrated Commitment

Describe existing programs and improvements that demonstrate a commitment to encouraging walking and bicycling to school.

- a) Have the school(s), municipality, or other partners initiated or participated in any programs to encourage or support walking and bicycling to school (Walk to School Day, bicycle rodeo)? Provide a description and date.

The Township of Willingboro currently holds crossing guard training annually for all of their crossing guards. The Township will be researching other various educational programs to participate in that encourage and support walking and bicycling to school in the year 2007.

- b) Have the school(s), municipality, or other partners made, or planned to make, physical improvements that encourage walking and bicycling to school (warning signs, sidewalks, bicycle racks)? Provide a description and date.

The Township of Willingboro has made physical improvements that encourage walking and bicycling to school. The Township has reconstructed Charleston Road from John F. Kennedy Way (C.R. 633) to Van Sciver Parkway, installed ADA curb ramps and enhanced the crosswalk striping in 2006. These physical improvements are within the 2-mile radius of Hawthorne Park Elementary School.

- c) Has the municipality applied for or received funding for pedestrian or bicycle improvements (Pedestrian Safety Grants, Safe Streets to School Program, etc.)? Provide a description and date.

The Township of Willingboro has applied and received funding for the following programs.

- FY 2001 Pedestrian Safety Improvements Grant for the Deerpark Court Sidewalks - Installation of sidewalks and ADA curb ramp upgrades on John F. Kennedy Way between Deerpark Court and Millbrook Dr.
- FY 2006 Safe Streets to School Grant for the Salem Rd. Sidewalks - Installation of sidewalks and ADA curb ramp upgrades in Salem Rd. between Pageant Lane and Beverly-Rancocas Rd.
- FY 2001 Transportation Enhancement Grant for the Willingboro Town Center Bikeway/Walkway & Related Landscape Features project - Installation of bikeway/walkway, ADA curb ramp upgrades, bicycle racks, recreational accessories and landscaping within the Willingboro Town Center

## SECTION 5: Non-infrastructure Project Proposal

Complete this section if you are applying for an education, enforcement or encouragement (non-infrastructure) project. If you are applying for more than one project, number your projects 1, 2, 3, etc. Popular project types are listed below.

### Education

- Bicycle Rodeo
- Public Awareness Campaign
- Pedestrian Safety Curriculum

### Enforcement

- Speed Enforcement
- Crossing Guard Training
- Crosswalk Sting
- Crime Prevention Initiative

### Encouragement

- Walking School Bus
- Adopt-A-Sidewalk/Trail
- Frequent Walker/Rider Club





For EACH project proposed:

- a) Describe the project in summary. Indicate the schools at which the project will take place. Limit your response to 200 words.

The Township of Willingboro would like to improve pedestrian and vehicular traffic safety throughout the town by increasing speed enforcement. The Township has received complaints from residents regularly regarding vehicles exceeding the speed limit on various streets throughout the town. The Willingboro Police Department has expressed the need for additional variable message boards as a tool to reduce vehicular speeding. Since it is very difficult and nearly impossible to have a Police presence on every street to monitor vehicular speed, the utilization of the message board can be used to display vehicle speeds to warn drivers they are speeding. This traffic calming measure has shown to reduce speeds and increase traffic safety. The message boards would also provide an additional traffic calming measure along Evergreen Drive which will increase traffic safety for the students walking and bicycling to Garfield Park East Elementary School.

- b) Explain how the project will make walking and bicycling to school safer. Limit your response to 50 words.

The use of message boards would increase traffic safety for the students walking and bicycling to Garfield Park East Elementary School because it would warn drivers if they are speeding. Since this has proven to be an effective measure in reducing vehicular speed, the Township would like to invest in additional message boards. The message boards would not only be used in high volume speeding locations, but also, within the school warning zones.

## SECTION 6: Infrastructure Project Proposal

Complete this section if you are applying for an infrastructure (planning, design, or engineering) project. If you are applying for more than one project, number your projects 1, 2, 3, etc. Note that all projects must be within the jurisdiction of the funding recipient. Popular project types are listed below. You should consider phasing your project, so that if you are awarded less funding than you applied for, you may still be able to complete a portion of your project.

### Engineering

- School Zone Designation
- Traffic Calming Devices
- Designating School Routes
- Infrastructure Gap Assessment and Improvements
- Bicycle Parking Facilities
- On-Street Bicycle Facilities
- Off-Street Bicycle/Pedestrian Facility
- Pedestrian/Bicycle Crossing Improvements
- Street Striping
- Sidewalk Improvements



For EACH project proposed:

- a) Describe the project in summary. Indicate the schools at which the project will take place. Limit your response to 200 words.

The Township of Willingboro would like to improve pedestrian and vehicular traffic safety for the Garfield Park East Elementary School. This infrastructure project proposes the installation of two (2) school warning speed limit flashing beacons and the installation of ADA curb ramp upgrades on Evergreen Drive between East River Drive and Eddington Lane all within 300 ft. of the school zone. Due to vehicles exceeding the speed limit on Evergreen Drive, these proposed improvements would be used as an additional traffic calming measure to reduce speeds and increase traffic safety.

- b) Explain how the project will create a safer walking and/or bicycling environment. Limit your response to 50 words.

The installation of ADA curb ramp upgrades will improve the safety conditions for students with disabilities while walking to and from school. The installation of the school warning speed limit flashing beacons will become a supplemental aid in reducing vehicular speed within the school zone. The vehicles will be able to see the flashing beacons in advance of the school zone and this will allow the vehicles to reduce their speed in advance of the crosswalks where the majority of students are present and are crossing the street.

- c) Project must be within 2 miles of school. Distance from school: up to 300 ft.
- d) In order to be eligible for infrastructure (engineering) funding the applicant must demonstrate current or planned education, encouragement and enforcement activities. Check the appropriate box.
- The applicant and/or partners have conducted, or plan to conduct, education, encouragement or enforcement projects. Include activities described in Section 4, part a
- Funding is being requested in Section 5, above, for an education, encouragement or enforcement project.

- e) Show on an 8.5 x 11 inch street map the proposed infrastructure improvements, school location and walking and bicycling routes.

(Attached)

- f) Who will maintain the facility? Attach documentation of maintenance commitment.

All planned work is within the Township of Willingboro right-of-way, and will be maintained by the Township of Willingboro into perpetuity.

- g) Is utility or road work planned within the project limits over the next five years?

Yes  No

- h) Is the purchase of right-of-way required before the start of construction?

Yes  No

- i) Does the project intersect a state highway?

Yes  No





If yes, which Highway \_\_\_\_\_

If yes, is the intersection signalized?  Yes  No

j) Is there a railroad crossing within the project limits?

Yes  No

k) Will the construction impact traffic at a railroad crossing outside project limits?

Yes  No

## SECTION 7: Timeline

Provide your project timeline from start to finish in a table or list format. Indicate progress milestones by the number of months from written authorization to proceed. **Project must be authorized for construction or implementation within two years of the date that the applicant is notified of project selection.** If the project is not authorized within two years of the award, the grant will be rescinded and the applicant will have to reapply.

Project Phase	Number of months from authorization
Engineering Design	0 - 2
Public Bidding, Contract Preparation	2 - 3
Construction	3 - 9

## SECTION 8: Partnerships and Public Outreach

- a) List the partner organizations that will play a role in completing the project, with a brief description of each partner's responsibility. Attach a resolution of support from each partner organization. If a resolution is not available, you may attach a letter of support that details the role and commitment of the partner, however resolutions will be given greater consideration. Resolutions or support letters from the school district and municipality must be included.

If the applicant is not the funding recipient, a resolution or letter of support from the funding recipient is required. An eligible funding recipient is a municipality, a county or a school district.

The Township of Willingboro has coordinated with the Willingboro School Board and Police Department to obtain data and existing program information as part of the planning of this project. There will be no partnership in completing this project; however the Willingboro School Board has provided a resolution of support to the Township for this project.

- b) Were members of the public, students, etc. consulted during the planning of this project? If yes, describe.

Members of the public and students were not consulted during the planning of this project; however, this project was chosen due to a speed survey that was conducted because of residents' concerns of vehicles speeding along Evergreen Drive.

- c) Optional: Attach letters of support from non-partner organizations. Any letters of support must be addressed to the applicant, NOT to the Department of Transportation.







## SECTION 9: Cost Estimate

- a) Indicate total amount requested: Infrastructure: \$88,291.00 Non-Infrastructure: \$26,400.00
- b) Attach a cost estimate for the project. For engineering projects, provide an engineer's construction estimate. The cost estimate should include, at a minimum, the following elements:

### Non-Infrastructure Costs

- Planning
- Promotion/Advertisement
- Printing
- Personnel (External and Internal)
- Equipment and supplies
- Postage
- Facility Rental
- Evaluation

### Infrastructure Costs

- Planning/Design
- Engineering
- Permitting
- Right-of-Way Acquisition
- Easements
- Construction
- Materials
- Pavement Markings
- Traffic Signs
- Evaluation

## SECTION 10: Evaluation

Describe how the results of the project will be measured. Minimally, grant recipients will be required to record the number of participants in their programs, and the results of a follow-up survey of how students travel to school.

- a) Describe how the safety benefits of the project will be measured. You will be required to report to NJDOT the number of participants in any event or program. Additional potential measures may include:
- Changes in public/student perception of safety
  - Increased awareness of safe walking and bicycling behaviors
  - Increased awareness of safe driving behaviors
  - Reduction in crashes
  - Improvement in crime statistics

The Township of Willingboro would perform another speed survey at the same four locations along Evergreen Drive from Garfield Drive to Levitt Parkway, where the original survey was done. Automated Traffic Recorders will be used to obtain the traffic count data to determine the current vehicle speeds in this area. The results from this speed survey will be compared to the results of the first speed survey to determine if the school zone speed limit flashings have reduced vehicle speeds along Evergreen Drive.

- b) Describe how you will measure changes in how children travel to school. You will be required to report to NJDOT the results of a follow-up survey of how students travel to school at least once a year for three years following the start of your program/construction.

Changes in how children travel to school will be measured by the annual current data collection submitted by the Willingboro School Board for the following three years after the construction completion. This data will be compared to the data that was collected from this school year of 2006.



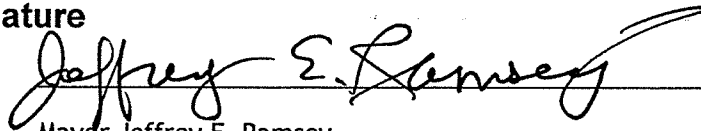


### SECTION 11: Attachments Checklist

- 8.5 by 11 inch location map
- Up to ten photographs of problem areas
- SRTS Travel Plan (if available)
- 8.5 by 11 inch infrastructure improvement map (if applicable)
- Documentation of maintenance commitment (if applicable)
- Resolutions or letters of support from partner organizations (including school district and municipality) Any letters of support must be addressed to the applicant, NOT to the Department of Transportation.
- Letters of support from other organizations Any letters of support must be addressed to the applicant, NOT to the Department of Transportation.
- Cost estimate

### SECTION 12: Signature

Applicant signature



Name (print)

Mayor Jeffrey E. Ramsey

Title

Township of Willingboro, Mayor

Date

December 28, 2006

Board of Education signature See Attached Signed Resolution

Name (print)

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Submit TEN (10) copies of the application with attachments to:

David A. Kuhn, Director  
Division of Local Aid and Economic Development  
New Jersey Department of Transportation  
1035 Parkway Avenue  
P.O. Box 600  
Trenton, NJ 08625

RESOLUTION NO. 2006 - 148

A RESOLUTION APPROVING AN APPLICATION FOR THE NEW JERSEY SAFE ROUTES TO SCHOOL (SRTS) GRANT PROGRAM FOR THE TOWNSHIP OF WILLINGBORO GARFIELD PARK EAST ELEMENTARY SCHOOL TRAFFIC SAFETY IMPROVEMENTS

WHEREAS, the Safe Routes to School Grant Program (hereinafter referred to as "SRTS") provides federal-aid highway funds to Local Governing Bodies for a wide variety of projects and activities that support and encourage students to walk and bicycle to school in a safe and routine activity; and

WHEREAS, the Township of Willingboro desires to seek funds from the SRTS Program for Traffic Safety Improvements for the Garfield Park East Elementary School which shall include the installation of school warning speed limit flashing beacons and ADA curb ramp upgrades for the crosswalk improvements; and

WHEREAS, the Township of Willingboro is responsible for the maintenance of the school warning speed limit flashing beacons and ADA curb ramp upgrades for the crosswalk improvements; and

NOW, THEREFORE, BE IT RESOLVED, by the Township of Council of the Township of Willingboro assembled in public session this 12th day of December, 2006, that application be made to the Safe Routes to School Grant Program for traffic safety improvements at the Garfield Park East Elementary School; and

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

Handwritten signature of Jeffrey E. Ramsey, Mayor

Attest:

Handwritten signature of Marie Annesse, RMC, Township Clerk

Table with 5 columns: Recorded Vote, Yes, No, Abstain, Absent. Rows include Councilman Ayer, Councilman Campbell, Councilman Stephenson, Deputy Mayor Jennings, and Mayor Ramsey, all with checkmarks in the Yes column.

COPIES OF RESOLUTION 10/12/06 AND BEING BY COUNCIL ON Dec. 12, 2006

Handwritten signature of Marie Annesse, Township Clerk

**WILLINGBORO TOWNSHIP BOARD OF EDUCATION AGENDA**

**SECRETARY'S REPORT**

**ITEM** 9.2.2

Approval of Submission of Safe Routes to  
School Grant Application

WHEREAS, the Safe Routes to School Grant Program (hereinafter referred to as "SRTS") provides federal-aid highway funds to Local Governing Bodies for a wide variety of projects and activities that support and encourage students to walk and bicycle to school in a safe and routine activity; and

WHEREAS, the Township of Willingboro desires to seek funds from the SRTS Program for Traffic Safety Improvements for the Garfield Park East Elementary School which shall include the installation of school warning speed limit flashing beacons and ADA curb ramp upgrades for the crosswalk improvements; and

WHEREAS, the Township of Willingboro is responsible for the maintenance of the school warning speed limit flashing beacons and ADA curb ramp upgrades for the crosswalk improvements,

NOW, THEREFORE, BE IT RESOLVED, by the Willingboro Township Board of Education that we support the proposed Traffic Safety Improvements and the request for funding from the Safe Routes to School Grant Program to for the school warning speed limit flashing beacons and ADA curb ramp upgrades for the crosswalk improvements at the Garfield Park East Elementary School.

**I hereby certify that agenda item "9.2.2 Approval of Submission of Safe Routes to School Grant Application" was approved by the Willingboro Board of Education at its Regular Action Meeting of December 18, 2006.**

David Shafter  
**David Shafter**  
**Interim Business Administrator/Board Secretary**

12-20-06  
**Date**

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE \_\_\_\_\_

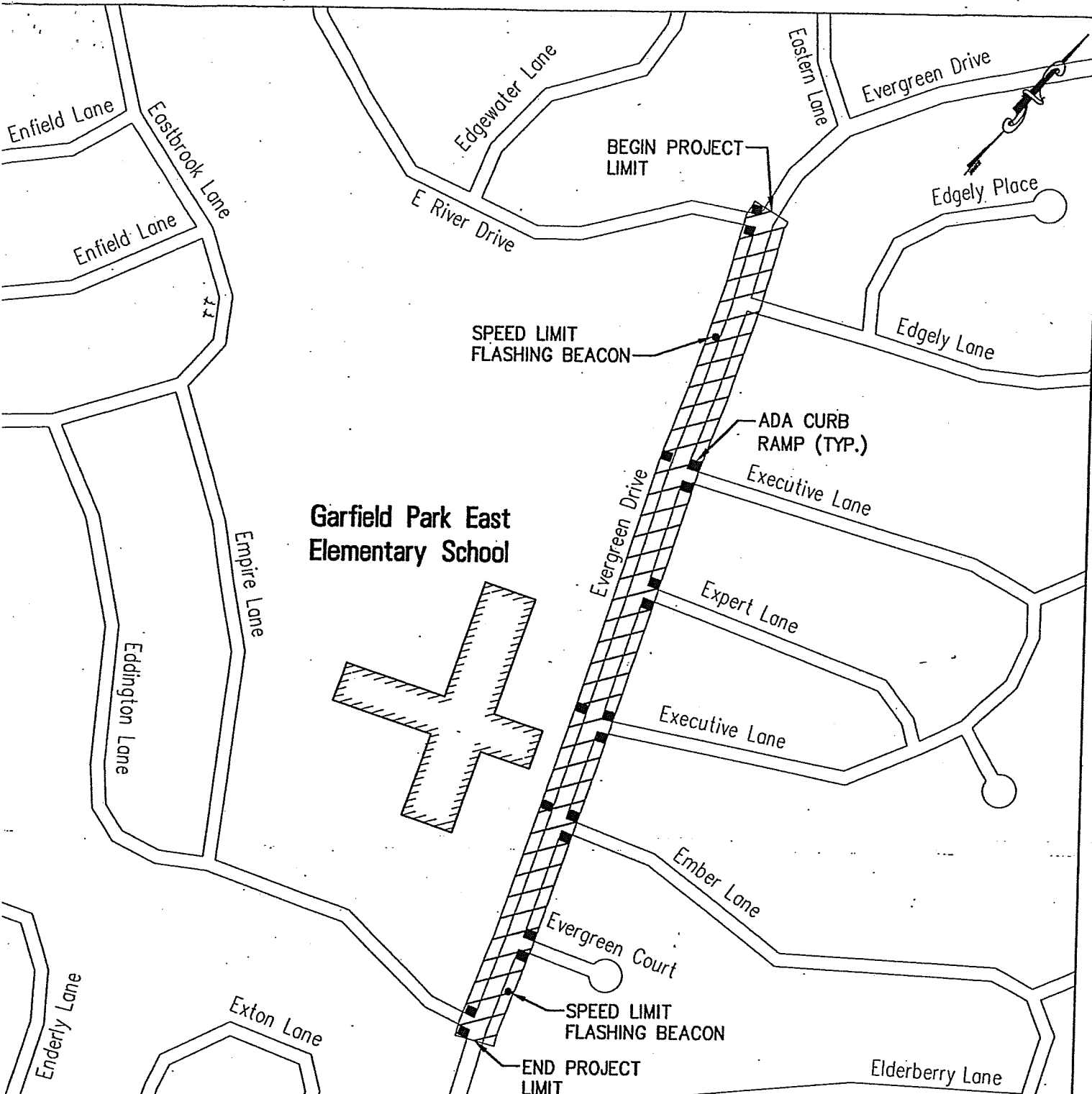
GAAP \_\_\_\_\_ BUDGET YEAR \_\_\_\_\_ PROGRAM \_\_\_\_\_

CERTIFICATION: PR. MGR. \_\_\_\_\_ DIR/COORD \_\_\_\_\_ SUP/AS/BA \_\_\_\_\_

DATE OF MEETING: CONFERENCE 12/11/06 PUBLIC 12/18/06


DATE SUBMITTED: \_\_\_\_\_ BY: David Shafter, Interim Bus Admin/Board Secretary

ITEM 9.2.2



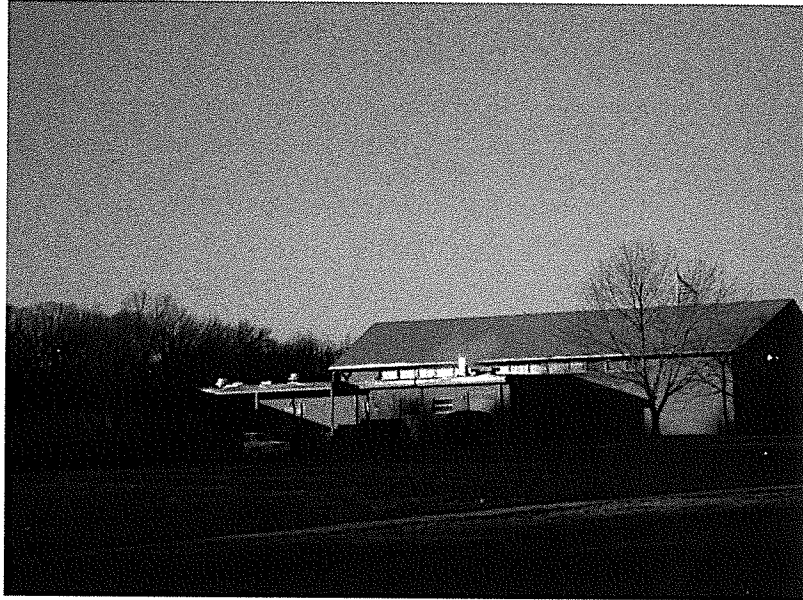
**PROJECT LOCATION MAP**  
N.T.S.

**GARFIELD PARK EAST ELEMENTARY SCHOOL  
TRAFFIC SAFETY IMPROVEMENTS  
TOWNSHIP OF WILLINGBORO, NEW JERSEY**

		<b>REMINGTON &amp; VERNICK ENGINEERS</b>					<small>24 GA 28003800</small>
		<small>232 KING'S HIGHWAY EAST HADDONFIELD, N.J. 08033 (856) 795-9595, FAX (856) 795-1882, WEB SITE ADDRESS: WWW.RVE.COM</small>					
SCALE	DATE	DRAWN BY	DSGN. BY	CHK'D. BY	DWG. NO.	SHEET NO.	
NONE	12/2006	P.J.P.	S.P.	F.J.S.	0338T053	1 OF 1	
<small>DWG FILE PATH/NAME</small> <small>F:\Transportation_Bridge\Willingboro Township\0338T053-SRTS-Safe Routes to School Grant\dwgs\R-0338T053-01.DWG</small>							

**Township of Willingboro  
Garfield Park East Elementary School  
Traffic Safety Improvements**

**Section 3  
Problem Statement  
Photos**



**Garfield Park East Elementary School (Northside)**



**Intersection of Evergreen Drive and Ember Lane (Northside)**

**Township of Willingboro  
Garfield Park East Elementary School  
Traffic Safety Improvements**

**Section 3  
Problem Statement  
Photos**



**Intersection of Evergreen Drive and Executive Lane (Northside)**



**Intersection of Evergreen and Executive Lane (Southside)**

**Township of Willingboro  
Garfield Park East Elementary School  
Traffic Safety Improvements**

**Section 3  
Problem Statement  
Photos**



**Intersection of Evergreen Drive and Executive Lane (Southside)**



**Garfield Park East Elementary School Parking Lot Facing  
Northeast of Evergreen Drive and Executive Lane**





**REMINGTON & VERNICK ENGINEERS**

232 Kings Highway East, Haddonfield, New Jersey

**SECTION 9**

**NON-INFRASTRUCTURE COST ESTIMATE**

**PROJECT NAME:**

SAFE ROUTES TO SCHOOL GRANT PROGRAM  
SPEED ENFORCEMENT MESSAGE BOARD

**PROJECT NUMBER:**

**CLIENT:**

TOWNSHIP OF WILLINGBORO

19-Dec-06

#	DESCRIPTION	UNITS	ESTIMATED QUANTITY	EST. UNIT PRICE	AMOUNT
1	SPEED ENFORCEMENT MESSAGE BOARD	UN	2	\$12,000.00	\$24,000.00
ESTIMATED CONSTRUCTION COST:					\$24,000.00
CONSTRUCTION CONTINGENCY +/- (10%):					<u>\$2,400.00</u>
TOTAL ESTIMATED CONSTRUCTION COST:					\$26,400.00
TOTAL ESTIMATED CONSTRUCTION COST:					\$26,400.00

**REMINGTON & VERNICK ENGINEERS**

232 Kings Highway East, Haddonfield, New Jersey

**SECTION 9****INFRASTRUCTURE COST ESTIMATE****PROJECT NAME:**

SAFE ROUTES TO SCHOOL GRANT PROGRAM

GARFIELD PARK EAST ELEMENTARY SCHOOL TRAFFIC SAFETY IMPROVEMENTS

**PROJECT NUMBER:****CLIENT:**

TOWNSHIP OF WILLINGBORO

19-Dec-06

#	DESCRIPTION	UNITS	ESTIMATED QUANTITY	EST. UNIT PRICE	AMOUNT
1	DENSE GRADED AGGREGATE, 4" THICK	SY	176	\$15.00	\$2,640.00
2	PAVEMENT RESTORATION	SY	150	\$50.00	\$7,500.00
3	MONOLITHIC ROLLED CURB	LF	620	\$25.00	\$15,500.00
4	CONCRETE SIDEWALK, 4" THICK	SY	176	\$70.00	\$12,320.00
5	DETECTABLE WARNING SURFACES, TRUNCATED DOMES	SF	176	\$35.00	\$6,160.00
6	TOPSOILING, 4" THICK	SY	90	\$3.00	\$270.00
7	FERTILIZING AND SEEDING, TYPE A-3	SY	90	\$2.00	\$180.00
8	SIGNS	SF	30	\$8.00	\$240.00
9	SPEED LIMIT FLASHING BEACONS	UN	2	\$10,000.00	\$20,000.00
ESTIMATED CONSTRUCTION COST:					\$64,810.00
CONSTRUCTION CONTINGENCY +/- (10%):					<u>\$6,481.00</u>
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$71,291.00</b>
FIELD SURVEY, ENGINEERING, DESIGN, & BID DOCUMENTS:					\$10,000.00
CONSTRUCTION INSPECTION:					<u>\$7,000.00</u>
<b>TOTAL ESTIMATED PROFESSIONAL SERVICES FEE(S):</b>					<b>\$17,000.00</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>\$88,291.00</b>

Agenda Item 12/12/06

Resolution No. 2006 – 149

Authorizing Issuance of Towers Licenses  
Allowing Certain Towing Companies  
To Tow for Police Department.

**HELD - Ordinance to be revised  
before issuance of licenses.**

RESOLUTION NO. 2006 - 149

**AUTHORIZING THE ISSUANCE OF  
TOWERS LICENSES ALLOWING CERTAIN TOWING COMPANIES  
TO TOW FOR THE WILLINGBORO POLICE DEPARTMENT**

WHEREAS, the Willingboro Township Council enacted Ordinance No. 2005-17 pursuant to and in accordance with the terms of NJSA 40:48-2.49, regulating the removal of motor vehicles from public property by operators engaged in such practice and establishing the fees to be charged for said removal and storage as well as penalties for any violations thereof; and

WHEREAS, Willingboro Township received applications from various companies interested in being placed on the Willingboro Township Police Department Towing list; and

WHEREAS, these applications have been reviewed and approved as required by Ordinance No. 2005-17 and found to be in accordance with the requirements set forth.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12<sup>th</sup> day of December, 2006, that the following Towing and Storage Companies are authorized to be on the official towers list of the Willingboro Township Police Department.

- ALL BRAND CARRIAGE SHOP**, 569 Washington Avenue, Burlington, NJ 08016
- NIGHT & DAY AUTO** (formerly Dennings), 765 Rancocas Road, Westampton, NJ 08060
- DOMENICS AUTO BODY**, 241 Warren Street, Beverly, NJ 08010
- LENNY'S TOWING & TRUCK STORAGE**, 199 Carriage Lane, Delran, NJ 08075
- MARINO'S AUTO BODY**, 4301 Route 130, Edgewater Park, NJ 08010 (Subcontractor Hansel & Son Towing, 1311 Belgrade Avenue, Burlington, NJ 08016)

BE IT FURTHER RESOLVED that the appropriate license be issued in the company name, noting the vehicles and drivers licensed.

BE IT FURTHER RESOLVED that a certified copy of this resolution be provided to the Willingboro Township Police Department, the Finance Department and each company listed for their information and attention.

\_\_\_\_\_  
Jeffrey E. Ramsey  
Mayor

Attest:

\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

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

RESOLUTION # 2006 - 150

WHEREAS, there are certain budget appropriation of the Township of Willingboro which are insufficient to meet the requirements for operating the affairs of the Township; and


WHEREAS, there are other 2006 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

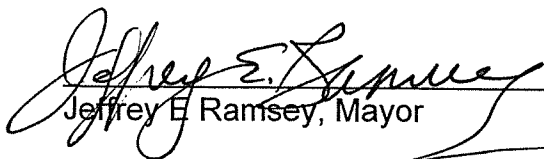
WHEREAS, the Revised Statutes 40A:4-58 provide for such transfers from such accounts that have unexpended balances to those which have insufficient balances;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 12th day of December, 2006 that the following transfers be made as attached hereto.

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Finance Director and the Auditor for their information and attention.

ATTEST:

  
Marie Annese, Twp. Clerk

  
Jeffrey E. Ramsey, Mayor

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

## Budget Transfers 2006

### Inside CAP

#### Transfer To:

TOWN COUNCIL SALARY & WAGES:	6-01-20-110-110-012	22,901.00
TOWN MANAGER SALARY & WAGES:	6-01-20-100-101-011	32,320.00
PURCHASING/TEC S/W	6-01-20-100-102-011	3,505.00
TOWNSHIP CLERK S/W	6-01-20-120-000-011	36,240.00
FINANCE ADMIN S/W	6-01-20-130-000-011	11,539.00
TAX COLLECTION S/W	6-01-20-145-000-011	4,127.00
TAX ASSESSOR S/W	6-01-20-150-000-012	15,265.00
TOWNSHIP ATTORNEY	6-01-20-155-000-012	4,250.00
Insurance Buyback	6-01-23-210-000-001	5,543.00
OFF. ON AGING S/W	6-01-27-350-000-011	300.00
RECREATION S/W	6-01-28-370-000-011	61,000.00
AUDIT SERVICES OTHER EXPENSES:	6-01-20-135-000-020	10,000.00
CONSTRUCTION CODE O/E	6-01-22-195-195-020	24,780.00
Unemployment Insurance	6-01-23-225-000-175	13,200.00
Garbage & Trash - Contractual	6-01-26-305-001-001	2,200.00
STREET LIGHT OTHER EXPENSES:	6-01-31-435-000-020	21,000.00
SOCIAL SECURITY	6-01-36-472-000-020	27,600.00
MUN.COURT OE	6-01-43-490-000-020	500.00
MUN.COURT S/W	6-01-43-490-000-015	6,000.00

302,270.00

#### Transfer From

POLICE S/W	6-01-25-240-241-011	-126,901.00
PURCHASING/TECH OE	6-01-20-100-102-020	-3,000.00
ADVISORY COMM OE	6-01-20-100-103-020	-2,000.00
HUMAN RESOURCES	6-01-20-105-000-020	-5,000.00
FINANCE ADMIN OE	6-01-20-130-000-020	-10,000.00
TAX ASSESSMENT OE	6-01-20-150-000-020	-1,769.00
PATROL OE	6-01-25-240-241-020	-2,000.00
STAFF SERVICES OE	6-01-25-240-247-020	-5,000.00
EMERGENCY MGMT OE	6-01-25-252-000-020	-5,000.00
FIRE DEPT S/W	6-01-25-265-000-011	-11,600.00
FIRE DEPT OE	6-01-25-265-000-020	-17,000.00
STREETS & ROADS OE	6-01-26-290-291-020	-20,000.00
BLDG & GRDS OE	6-01-26-310-000-020	-54,000.00
RECREATION OE	6-01-28-370-000-020	-17,000.00
TELEPHONE	6-01-31-440-000-020	-12,000.00
NATURAL GAS	6-01-31-446-000-020	-10,000.00

-302,270.00



# TOWNSHIP OF WILLINGBORO

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

January 4, 2007

Mr. Tom Clark  
Regional Manager  
Government Community Relations  
New Jersey Transit Authority Headquarters  
10 Plaza East  
Newark, New Jersey 07105

**Re: Resolution Rescinding Condemnation of Property – Blk. 3, Lot 4.05**

Dear Mr. Clark:

Please be advised that in accordance with Resolution No. 2006 – 153 (copy attached), adopted by Willingboro Township Council on December 12, 2006, Township Council has decided not to move forward with the condemnation at this time.

It is my understanding that a more detailed letter will be prepared and sent out.

Thank you for your understanding in this matter.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma

cc: Mayor and Council  
Township Solicitor

RESOLUTION NO. 2006 – 153

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF  
THE TOWNSHIP OF WILLINGBORO AMENDING  
RESOLUTION NO. 2006-114 CONDEMNING PROPERTY  
LOCATED AT BLOCK 3, LOT 4.05 VANSICIVER AND  
CAMPBELL DRIVE.**

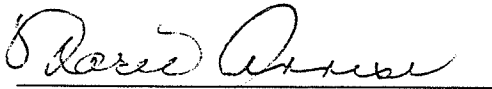
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WHEREAS, the Township of Willingboro voted on September 26, 2006, to condemn a vacant parcel of land located at Block 3, Lot 4.05, currently owned by Willingboro Urban Renewal, LLC for the purposes of establishing a New Jersey Transit Authority Park and Ride Facility;

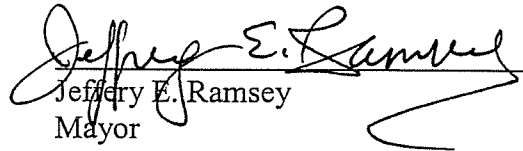
WHEREAS, due to current fiscal constraints and it being in the best interest of the Township of Willingboro to rescind Resolution No. 2006-114 and not pursue condemnation at this time;

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled this 12th day of December 2006 that the previous Resolution No. 2006-114 is hereby repealed and rescinded and the Solicitor is directed to take no further action to condemn the vacant parcel of land located at Block 3, Lot 4.05, currently owned by Willingboro Urban Renewal, LLC for the purposes of establishing a New Jersey Transit Authority Park and Ride Facility.

Attest:



Marie Annese, RMC  
Township Clerk



Jeffery E. Ramsey  
Mayor

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



\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* JAN-04-2007 THU 10:54 AM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* JAN-04 10:53 AM 19734918903 30" 3 SEND OK 485 \*  
 \* TOTAL : 30S PAGES: 3 \*  
 \*\*\*\*\*

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

TELEFAX COVER SHEET

TO: Tom Clark  
 COMPANY: N.J. TRANSIT  
 DATE: 1/4/07  
 TO FAX NO. 1-973-491-8903  
 FROM: Marie Annese EXT. 6202 PAGES 3

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

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

**TELEFAX COVER SHEET**

TO: Tom Clark

COMPANY: N. J. TRANSIT

DATE: 1/4/07

TO FAX NO. 1-973-491-8903

FROM: Marie Annese EXT. 6202 PAGES 3

SUBJECT: Letter & Res. 2006-152

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* JAN-04-2007 THU 11:09 AM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* JAN-04 11:07 AM ARMSTRONG 1' 42" 3 SEND OK 486 \*  
 \* TOTAL : 1M 42S PAGES: 3 \*  
 \*\*\*\*\*

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

TELEFAX COVER SHEET

TO: Michael ARMSTRONG, Esq.  
 COMPANY: \_\_\_\_\_  
 DATE: 1/4/07  
 TO FAX NO. Auto  
 FROM: Maria A. EXT. 6202 PAGES 3

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

**TELEFAX COVER SHEET**

TO: Michael ARMSTRONG, Esq.

COMPANY: \_\_\_\_\_

DATE: 1/4/07

TO FAX NO. Auto

FROM: Marie A. EXT. 6202 PAGES 3

SUBJECT: Letters Res Tom Clark  
Scot At Mayor's Request

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.



# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

December 15, 2006

Tom Clark  
Regional Manager  
Government Community Relations  
New Jersey Transit Authority Headquarters  
10 Plaza East  
Newark, NJ 07105

*I just a Redraft of  
This letter to  
KACW Dec 15th 2006  
AJ*

**Re: Proposed Condemnation of Vacant Parcel of Land for NJ Transit Park and Ride Facility Campbell Drive & Vansciver Parkway, Township of Willingboro**

Dear Mr. Clark:

I write to you on behalf of the Township of Willingboro and Township Council in regards to the above referenced matter.

It is with great disappointment that we advise you that the Township of Willingboro is fiscally unable to go forward with the condemnation of the parcel of land referenced above for a New Jersey Transit Park and Ride facility. After careful consideration of the cost and outlay of expenditures which would be incurred, we believe the taxpayers of Willingboro cannot afford to independently finance this venture.

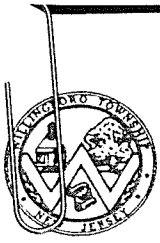
As such, the Township of Willingboro welcomes and support New Jersey Transit's goal of continuing outstanding transportation services to the residents of Willingboro and surrounding Burlington County communities. To that end, please find attached a Resolution amending the previous motion to condemn the aforesaid property.

We thank you in advance for your consideration and understanding in this matter.

Very truly yours,

Jeffery E. Ramsey  
Mayor

*973-491-8080  
FAD 973-491-8909  
add - 8663*



# TOWNSHIP OF WILLINGBORO

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

December 15, 2006

Tom Clark  
Regional Manager  
Government Community Relations  
New Jersey Transit Authority Headquarters  
10 Plaza East  
Newark, NJ 07105

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We thank you in advance for your consideration and understanding in this matter.

Very truly yours,

Jeffery E. Ramsey  
Mayor

*12/27/06  
cc per P. Hatted  
what would the  
Mayor site for them to  
do - if anything?  
I got a Redraft of  
This letter to  
KAC Dec 15th 2006  
JH*

Clerk

**WILLINGBORO TOWNSHIP**  
**INTEROFFICE MEMO**

**DATE:** December 12, 2006  
**TO:** Mayor Ramsey and Township Council  
**FROM:** Joanne Diggs, Acting Township Manager  
**SUBJECT:** Park and Ride

I believe that it is my duty to provide you with the financial information that you need to make informed decisions. Since I was not present for the original discussions on the Park and Ride, I have prepared the attached analysis for your review.

It is my understanding that you intend to acquire the property through eminent domain and then lease it to New Jersey Transit for \$1 per year for 30 years.

I am prepared to sign the complaint that has been prepared by our legal department. Please advise me if there needs to be further discussion on the matter.

C. Michael A. Armstrong

**PARK AND RIDE  
Cost Analysis**

<b>COST TO PURCHASE</b>			400,000
Block 3 Lot 4.05			
 <b>DEBT SERVICE</b>			
4.5% for 16 years 2007-2022			192,984
 <b>SPECIAL ASSESSMENT</b>			
Balance Remaining 2007-2021	3,545,009		
Portion of total	<u>5.72%</u>		202,775
 <b>LOSS OF TAX REVENUE</b>			
Current Pilot Agreement at current tax rate			
\$9,065 per year for 30 years		<u>271,950</u>	
 <b>TOTAL Outlay PARK AND RIDE</b>		<u><u>1,067,709</u></u>	

\$35,590 per year for 30 years plus cost of utilities.



**RESOLUTION NO. 2006 - 151**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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

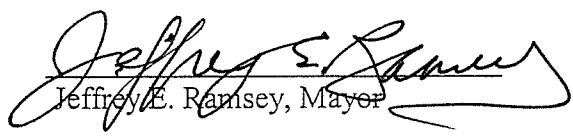
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 12/12, 2006, that an Executive Session closed to the public shall be held on 12/12, 2006, at 7:45 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Annese, RMC  
 Township Clerk

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

**RESOLUTION NO. 2006 – 152**

**WHEREAS**, by Resolution No. 2006 - 5, Willingboro Township Council established meeting dates, times and places; and

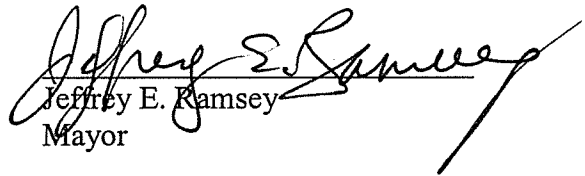
**WHEREAS**, said resolution may be amended to modify said listing.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 12<sup>th</sup> day of December 2006, that the list of meeting dates be amended as follows:

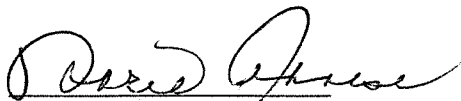
**CANCEL - DECEMBER 26, 2006**

**ADD - JANUARY 2, 2007 at 7 PM (Reorganization)**

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

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

**RESOLUTION NO. 2006 – 153**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF  
THE TOWNSHIP OF WILLINGBORO AMENDING  
RESOLUTION NO. 2006-114 CONDEMINING PROPERTY  
LOCATED AT BLOCK 3, LOT 4.05 VANSICIVER AND  
CAMPBELL DRIVE.**


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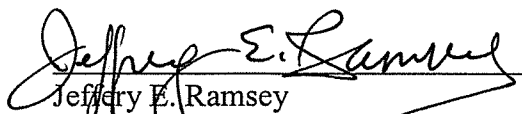
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WHEREAS, due to current fiscal constraints and it being in the best interest of the Township of Willingboro to rescind Resolution No. 2006-114 and not pursue condemnation at this time;

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled this 12th day of December 2006 that the previous Resolution No. 2006-114 is hereby repealed and rescinded and the Solicitor is directed to take no further action to condemn the vacant parcel of land located at Block 3, Lot 4.05, currently owned by Willingboro Urban Renewal, LLC for the purposes of establishing a New Jersey Transit Authority Park and Ride Facility.

Attest:

  
Marie Annese, RMC  
Township Clerk

  
Jeffrey E. Ramsey  
Mayor

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