

RESOLUTION NO. 2005 – 140

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2004 has been filed by a Registered Municipal Accountant with the Willingboro Township Municipal Clerk, as per the requirements of N.J.S.A. 40A:5-6 and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled “Findings and Questioned Costs” or “Findings and Recommendations”; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections entitled “Findings and Questioned Costs” or “Findings and Recommendations”, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6-5; and

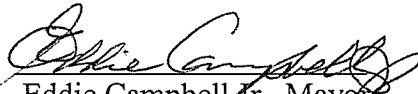
WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:


R.S. 52:27BB-52 - “A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction may be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one year or both, in addition shall forfeit his office.”

Resolution No. 2005 - 140 continued.


NOW, THEREFORE, BE IT RESOLVED, this 4th day of October, 2005, that the Township Council of the Township of Willingboro, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey, dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.


Eddie Campbell Jr., Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

TRUE COPY OF RESOLUTION ADOPTED
BY BOARD TWP. COUNCIL ON Oct. 4, 2005

TOWNSHIP CLERK

RESOLUTION NO. 2005 - 141


WHEREAS, the Township Council of the Township of Willingboro has received and reviewed the annual report for 2004; and

WHEREAS, the Chief Financial Officer of the Township is required to prepare a Corrective Action Plan, addressing the comments in the 2004 Audit; and


WHEREAS, the Township Council has received and reviewed the Corrective Action Plan submitted by the Chief Financial Officer of the Township of Willingboro;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 4th day of October, 2005, that the Corrective Action Plan prepared by the Chief Financial Officer of the Township of Willingboro, for the 2004 Audit, be and hereby is approved; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to the Chief Financial Officer of the Township of Willingboro, to the Township Auditor and the Division of Local Government Services for their information and attention.


Eddie Campbell Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

**CORRECTIVE ACTION PLAN
Year Ending December 31, 2004**

Willingboro Township

Burlington County

September 26, 2005

Finding No. 2004-1

Condition:

The general ledger accounting record was not maintained in a satisfactory condition.

Analysis:

The general ledger summarizes all the accounting transactions that occur in the township. It relies on the accuracy of the books of original entry such as the cash receipts and disbursement ledger. Much reconciliation is done monthly to insure the accuracy of the books of original entry and corrections are made when necessary.

Corrective Action:

We are currently reconciling the ledger accounts to the subsidiary control records on a monthly basis.

Finding No. 2004-2

Condition:

Cash receipts collected by the Construction Code Office were not turned over to the Finance office within 48 hours as required by N.J.S.A. 40A:5-15.

Analysis:

Permits are sometimes prepared and dated prior to receiving payment. Payment may not be received until days later. Therefore, there was a discrepancy when comparing the date of the permit to the date of deposit.

Corrective Action:

We are establishing centralized collection of all receipts. All permits will be paid for prior to being issued.

Finding No. 2004-3

Condition:

The Township did not maintain an accurate record of tax overpayments that properly accounted for overpayment activity and provided a detailed listing of all overpayments that reconciled to the general ledger.

Analysis:

We changed tax collection software in July of 2004. Overpayments that pertained to the prior years were not posted on the new system. Those overpayments were accounted for manually.

Corrective Action:

We will comply with the audit recommendation.

Finding No. 2004-4

Condition:

The Township expended more for municipal court, salaries and wages and housing, other expenses than was appropriated in the 2004 municipal budget.

Analysis:

Mid year salary increases in court caused the overage and an inappropriate transfer was made to cover the cost. The transfer was reversed leaving an over expenditure. Several housing inspection expenditures were inappropriately charged to a non-budget account. We discovered this mistake after the allowable time to do budget transfers.

Corrective Action:

We will comply with the audit recommendation.

Finding No. 2004-5

Condition:

The Township did not maintain an accurate record of general fixed assets as required by N.J.A.C. 5; 30-5.6, Accounting for Governmental Fixed Assets.

Analysis:

As you know keeping an inventory current is an ongoing process. We had an inventory done in 2004 by an outside agency but it was outdated by the time it was tested by the auditors.

Corrective Action:

We will maintain the inventory in-house.

Finding No. 2004-6

Condition:

Several construction code permits were recorded in the monthly permit log and no corresponding cash receipt was turned over to the finance office.

Analysis:

The construction code office has had several part-time employees filling the clerical position that issues permits. The permit log was not maintained accurately and it could not be reconciled to the cash collected.

Corrective Action:

The finance department will collect for permits prior to them being issued. The construction office will accurately maintain the permit log.

Finding No. 2004-7

Condition:

Department of Community Affairs (DCA) construction fees remitted to the State did not agree with the amount recorded on the monthly permit log or the cash collected for these fees.

Analysis:

DCA fees are required to be collected on new construction or building alteration permits. The collected fees must be recorded on the permit and monthly permit logs and on a quarterly basis remitted to the State.

Corrective Action:

Finance will collect and post the DCA fees as they are collected. The construction office will identify the fee on the receipt that is sent to finance.

RESOLUTION NO. 2005 - 142
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 10/4, 2005, that an Executive Session closed to the public shall be held on 10/4, 2005, at 7:25 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.


Eddie Campbell, Jr., Mayor

ATTEST:-



Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 – 143


A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to Overpayments and 100% Exempt; and

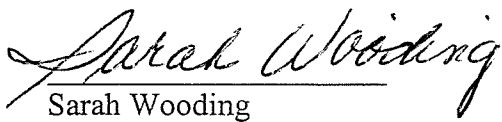
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11th day of October, 2005, that refunds be made as per the attached schedule; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Sarah Wooding
Deputy Township Clerk

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

INDEPENDENCE ABSTRACT TITLE 1040 KINGS HIGHWAY NORTH, SUITE 700 CHERRY HILL, N.J. 08034 BLOCK 1128 LOT 18 54 TWEEDSTONE LANE OVERPAYMENT TAXES	\$1500.28
WELLS FARGO REAL ESTATE 1 HOME CAMPUS, MACX2502-011 DES MOINES, IA. 50328-0001 BLOCK 709 LOT 20 31 GLOBE LANE OVERPAYMENT TAXES	384.56
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 MTHODIST HILL DRIVE, SUITE 100 ATTN: NJ TEAM ROCHESTER, N.Y. 14623 BLOCK 411 LOT 13 34 CLEARWATER DRIVE OVERPAYMENT TAXES	483.75
THOMPSON, DARRON 2 BENDIX LANE WILLINGBORO, N.J. 08046 BLOCK 223 LOT 1 2 BENDIX LANE OVERPAYMENT TAXES	54.35
SAWYER, GEORGE & MARY 63 TWIG LANE WILLINGBORO, N.J. 08046 BLOCK 1136 LOT 1 63 TWIG LANE OV ERPAYMENT TAXES	1453.55
BRIGHTON TITLE SERVICES 524 BRIGHTON AVENUE, SUITE 10 SPRINGLAKE, N.J. 07762 BLOCK 410 LOT 1 83 COUNTRY CLUB ROAD OVERPAYMENT TAXES	1482.06

CITIFINANCIAL MTG. CO 3232 WEST ROYAL LANE IRVING, TX. 75063 BLOCK 1023 LOT 33 32 NIAGARA LANE OVERPAYMENT TAXES	\$1124.21
WARDWELL, DAVID & EDWIN 222 OAK LANE TABERNACLE, N.J. 08088-9210 BLOCK 720 LOT 26 79 GLENVIEW LANE OVERPAYMENT TAXES	831.83
WELLS FARGO REAL ESTATE 1 HOME CAMPUS, MACX2502-011 DES MOINES, IA. 50328-0001 BLOCK 819 LOT 10 45 EAST STOKES ROAD OVERPAYMENT TAXES	3017.97
WELLS FARGO REAL ESTATE 1 HOME CAMPUS, MACX2502-011 DES MOINES, IA. 50328-0001 BLOCK 805 LOT 100 140 EAST RIVER DRIVE BLOCK 621 LOT 21 68 HENDERSON LANE OVERPAYMENT TAXES	1019.09 567.00
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE SUITE 100 – NJ TEAM ROCHESTER, N.Y. 14623 BLOCK 729 LOT 3 63 GARRISON CIRCLE 100% EXEMPT	355.49

Resolution No.2005 - 144

A Resolution Enabling the Township of Willingboro to apply for and obtain a State of New Jersey Department of Environmental Protection Green Acres loan and/or grant for the Willingboro Lakes Preserve Development.

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Township of Willingboro desires to further the public interest by obtaining a loan of \$85,000.00 and a grant of \$85,000.00, from the State to fund the following project: Willingboro Lakes Preserve Development for improvements to Willingboro Lakes Preserve, including fencing around the perimeter of the site and a shelter/storage building.

NOW, THEREFORE, the governing body/board resolves that Mayor Eddie Campbell, Jr., or the successor to the office of Mayor is hereby authorized to:

- (a) make application for such a loan and/or such a grant
- (b) provide additional application information and furnish such documents as may be required
- (c) act as the authorized correspondent of the above named applicant, and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

NOW THEREFORE, BE IT RESOLVED BY the Township Council of the Township of Willingboro

1. That the Mayor of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as the Willingboro Lakes Preserve Development and;
2. That the applicant has its matching share of the project, if a match is required, in the amount of \$85,000.00.
3. That in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project, and;
4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project.

Resolution No. 2005 – 144 cont'd.

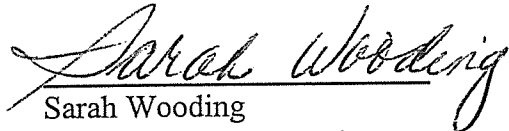
5. That this resolution shall take effect immediately.


Eddie Campbell, Jr., Mayor

CERTIFICATION

I, Sarah Wooding, Deputy Township Clerk of the Township of Willingboro do hereby certify that the foregoing is a true copy of a resolution adopted by the Township Council of the Township of Willingboro at a meeting held on the 11th day of October 2005.

In Witness Whereof, I have hereunder set my hand and the official seal of this body this 11th day of October 2005.


Sarah Wooding
Deputy Township Clerk

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

005

Prepared By: Cecile Murphy
Cecile M. Murphy
Green Acres Program
Department of Environmental Protection
(609) 984-0570

GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

WILLINGBORO TOWNSHIP

BURLINGTON COUNTY

Org Docs

Green Acre
Local Unit

THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

GREEN ACRES PROJECT AGREEMENT

BETWEEN Willingboro Township

Burlington County

having its office at 1 Salem Road

Willingboro, New Jersey 08046

hereinafter "Local Unit", and the State of New Jersey by the Department of Environmental Protection, Green Acres Program, P O BOX 412, Trenton, New Jersey 08625-0412, hereinafter "State",

WITNESSETH:

WHEREAS, Local Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, Local Unit has agreed to hold and use the premises hereinafter described in accordance with the rules adopted by the State (N.J.A.C. 7:36-1 et seq.); and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved Local Unit's request for funding;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the State and Local Unit agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

PROJECT PERIOD

The project period shall begin on the earliest of the following dates: (1) The date of the letter from the State notifying the Local Unit of the amount of the Green Acres funding award; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-1 et seq.; or (3) The date on which the Local Unit first incurred allowable project costs under N.J.A.C. 7:36-1 et seq.; and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State (unless extended under N.J.A.C. 7:36-1 et seq.).

Upon written request from the Local Unit and establishment of good cause, the State may extend the project period as may be necessary to complete the Approved Project.

APPROVED PROJECT DESCRIPTION

LOCAL UNIT: Willingboro Township

PROJECT NUMBER: 0338-97-095

TYPE OF PROJECT: Acquisition Development

PROJECT TITLE: Willingboro Lakes Preserve Development

APPROVED PROJECT SCOPE:

Willingboro Township proposes improvements to Willingboro Lakes Preserve, including fencing around the perimeter of the site and a shelter/storage building.

PROJECT LOCATION (a lot and block description of the premises to be acquired or developed):

Block 13
Lots 2,01,3,4

ALLOCATION OF PROJECT COST:

Funds directly from Local Unit	\$ 0	
Donation through Local Unit	\$ 0	
LOCAL SHARE		\$ 0
State Loan	\$ 85,000.	
State Grant	\$ 85,000.	
STATE SHARE		\$ 170,000.
OTHER SHARE		\$ 0
ESTIMATED TOTAL COST FOR APPROVED PROJECT		\$ 170,000.

GENERAL PROVISIONS

1. RULES INCORPORATED BY REFERENCE

The rules governing the Green Acres Program, which are set forth in N.J.A.C. 7:36-1 et seq. Are hereby incorporated into this agreement by reference, as if set forth herein in their entirety.

2. PROJECT ADMINISTRATION

- a) Local Unit agrees to provide all funds in excess of the State share necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement.
- b) Local Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- c) Local Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. Local Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. Local Unit shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. Local Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.
- d) Local Unit shall award all project contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:30-14.1 et seq.
- e) Local Unit agrees that it will not enter into a contract for work on the Approved Project with any person debarred, suspended or disqualified from State contracting pursuant to N.J.A.C. 7:1-5.1 et seq.

Local Unit shall insert in every contract for work on the approved project a clause stating that the contractor may be debarred, suspended or disqualified from contracting with the State if the contractor commits any of the acts listing in N.J.A.C. 7:1-5.2.

- f) Local Unit, its contractors and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and the rules and regulations promulgated pursuant thereto.
- g) Local Unit, its contractors and subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 et seq., and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.
- h) Local Unit shall construct a sign designed to State specifications, which shall be erected and maintained by Local Unit during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by Local Unit in a publicly visible location at the Approved Project site.
- i) Local Unit shall maintain and preserve all lands and improvements described herein or any other property subject to Green Acres laws and provide such police protection as may be required.

- j) The Local Unit, its employees, its subcontractors, and its subcontractors' employees shall not engage in any conduct which could be considered a conflict of interest under the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq.

3. DISBURSEMENTS

- a) Acquisition project costs allowable for funding may include real estate appraisals; preliminary assessments; land surveys; relocation payments; eligible land costs; and building demolition costs.
- b) Development project costs allowable for funding may include preliminary planning and engineering; engineering plans and specifications, and supervision and inspection; construction costs; incidental costs such as legal, advertising, and permit fees; equipment required to make a facility operational; and ancillary improvements as further described in the Approved Project Scope.
- c) State funds may be disbursed to the Local Unit in amounts required to pay for incurred or anticipated allowable project costs. Local Unit shall provide cost documentation satisfactory to the State certifying that the allowable project costs have or will be incurred.
- d) In those instances where Green Acres Program funding is greater than actual expenditures incurred by the Local Unit, the funding amount will be administratively adjusted by the State to reflect actual expenditures.

4. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

- a) All financial records of Local Unit shall conform to other comprehensive basis of accounting and its contractors and subcontractors shall conform to generally accepted accounting principles.
- b) Local Unit, its contractors and subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for three years after the later of either final payment or audit resolution. LOCAL UNIT SHALL CITE THIS PROVISION IN ALL PROJECT-RELATED CONTRACTS.
- c) Local Unit shall conduct annual audits in conformance with the Single Audit Act, Federal OMB Circular A-133: "Audits of States, Local Governments, and Non-Profit Organizations", and State OMB Circular 98-07-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".
- d) Local Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.

5. LAND USE RESTRICTIONS

All lands which have been or shall be acquired or developed with Green Acres funds by the Local Unit, as well as all lands held for recreation and conservation purposes by the Local Unit during the "Time of Receipt of Green Acres Funds" shall not be diverted or disposed of for uses other than recreation and conservation purposes without prior approval of the Commissioner and the State House Commission. (See N.J.A.C. 7:36-1 et seq.; N.J.S.A. 13:8A-47(b); and N.J.S.A. 52:20-1.) "Time of receipt of Green Acres funds" means at all times beginning on the date of the letter from the State under N.J.A.C. 7:36-1 et seq. notifying the Local Unit of the amount of the Green Acres funding award and ending on the date of receipt of the first transmittal of Green Acres funds.

The Local Unit agrees to execute and record a separate Declaration, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such Declaration shall be prepared by the Local Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement, Green Acres laws, and N.J.S.A. 13:8A-1 et seq., and shall contain all other information required by the Green Acres Program. It is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions. Omission of lands from this instrument, or the failure of the instrument to provide actual or constructive notice shall not in any way relieve affected lands from such use restrictions.

For each parcel of land to be acquired under this Project Agreement, the Local Unit shall record a deed containing the following clause:

“It is understood by the grantor and grantee that the lands being conveyed herein are being purchased with Green Acres funding and that this conveyance is made subject to Green Acres restrictions. The grantee accepts these lands with the Green Acres restrictions against disposal or diversion to a use for other than recreation and conservation purposes”.

6. RELEASE AND INDEMNIFICATION

The Local Unit releases the State from any and all liability and shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its agents, officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever which shall arise or be claimed to arise from or result directly or indirectly from (1) the work, services or materials provided under this Project Agreement; or (2) any failure to perform the Local Unit’s obligations under this Agreement or any improper or deficient performance of the Local Unit’s obligations under this Agreement; or (3) the ownership, control or operation of the Approved Project. The provisions of this release and indemnification clause shall in no way limit any obligations of the Local Unit under this Agreement, nor shall they be construed to release the Local Unit from any liability nor preclude the State from taking any other actions available to it under any other provisions of this Agreement or at law.

This duty to indemnify shall continue in full force and effect after the termination or expiration of this Agreement.

Local Unit shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the approved project a requirement that the contractors and subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

7. REMEDIES

a) In addition to any other rights or remedies available to the State under law, if the Local Unit does not comply with any of the requirements of this Project Agreement, or the Green Acres laws, or if the Local Unit makes any material misrepresentation in the project application and/or the documentation submitted in support of the project application, the State may take any of the following actions as set forth in N.J.A.C. 7:36-9.1(f) or N.J.A.C. 7:36-14.1(f):

1. Issue a written notice of noncompliance directing the Local Unit to take and complete corrective action within 30 days of receipt of the notice.
2. If the Local Unit does not take corrective action, or if the corrective action taken is not adequate in the judgement of the State, then the State may take any of the following actions:
 - (i) Withhold a grant or loan disbursement or portion thereof.
 - (ii) Terminate the Project Agreement.
 - (iii) Demand immediate repayment of all Green Acres funds that the Local Unit has received.

- b) If the Local Unit fails to comply with any of the provisions of this Agreement, or the Green Acres laws, the State may initiate suit for injunctive relief or to seek specific enforcement, without posting bond, it being acknowledged that any actual or threatened failure to comply will cause irreparable harm to the State and that money damages will not provide adequate remedy.
- c) The State is not required to mitigate any damages to the Local Unit resulting from the Local Unit's noncompliance with the provisions of this Agreement, or the Green Acres laws.
- d) In the event of a breach of this Agreement by the Local Unit, the State shall be entitled to immediate repayment of all Green Acres funds received by the Local Unit and reimbursement of its costs as provided by N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1

8. TERMINATION

- a) Local Unit may unilaterally rescind this Project Agreement at any time prior to Local Unit's initial acceptance of Green Acres funding, whether partial or in full, under this Agreement. After accepting any payment, Local Unit may not terminate, modify or rescind this Agreement without the express written approval of the State.
- b) State may terminate this Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Unit in connection with this Agreement shall prove to be false or misleading.

9. MODIFICATION OF PROJECT AGREEMENT

Modification to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project, may be made at the sole discretion of the Green Acres Program. Such modifications shall be requested in writing by the Local Unit's Chief Executive Officer and must be approved in writing by the Green Acres Program. All approved Project Agreement Modifications shall be attached to the Project Agreement.

All other modifications of this Project Agreement must be by formal amendment executed by the Commissioner or Commissioner's designee.

10. TERM OF PROJECT AGREEMENT

The term of this Project Agreement is to extend from full execution through the end of the Project Period or completion of the Approved Project, whichever occurs last.

11. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED

- | | | |
|--|---|--|
| Schedule A: Loan Terms and Conditions (Loan Projects Only) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Schedule B: Special Conditions | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |

12. ATTACHMENT

- Exhibit 1: Declaration of Encumbrance

13. **MISCELLANEOUS**

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c) In the event that any provision of this Agreement should be breached by Local Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by Local Unit.
- d) This Agreement shall not be assigned without the prior written consent of the State.
- e) This Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, Local Unit waives whatever right it may have to trial by jury.
- g) This Agreement shall not merge with, but shall survive execution of any Declaration or Right of Secondary Enforcement.

SCHEDULE A
Loan Terms and Conditions
(Loan Projects Only)

(4) Page(s)

SCHEDULE A
LOAN TERMS, CONDITIONS AND REPAYMENT REQUIREMENTS

- a) State funds shall be disbursed to the Local Unit in such amounts as are required to pay the local government's incurred or anticipated costs for a Acquisition: in advance of closing, or as reimbursement after closing, or after filing a declaration of taking; or, for a Development: in one or more consecutive calendar months that total \$10,000 or more, or quarterly if the amount requested over the course of three consecutive calendar months total less than \$10,000. The Local Unit shall provide satisfactory cost documentation certifying that the eligible, allowable costs have or will be incurred. This certification shall be completed on forms that the State provides and in a manner satisfactory to the State.
- b) No State funds shall be disbursed to a Local Unit that has defaulted on any State loan. In order to facilitate full or partial payment of such defaulted loan obligation, the State may, at its discretion, make a loan payment where it simultaneously receives from the Local Unit an amount in repayment of said defaulted loan obligation at least equal to the loan payment. Nothing in this paragraph shall in any way limit any right or duty of the State to demand and collect, at any time, the total amounts due under any such defaulted loan obligation.
- c) Any disbursement of funds by a Local Unit not used in accordance with this Project Agreement shall constitute default of the loan agreement, and all outstanding principal and interest amounts shall become payable immediately to the State.
- d) The loan shall be repaid in semi-annual installments over a period not to exceed 20 years. Twenty years shall be calculated from the date of first disbursement to the date of final repayment.
- e) Repayment of the principal amount by the Local Unit shall be made to the State on a date beginning nine months from the date of the final disbursement of the loan; or, for a Acquisition: beginning one year from the date of the first disbursement; or, for a Development: beginning two years from the date of first disbursement, whichever comes first. Repayments shall be on a semi-annual basis and in amounts as detailed in the attached Loan Repayment Schedule. The State reserves the right to unilaterally adjust the loan repayment dates and/or amounts on the attached Schedule if the timetable for completion and/or the actual project costs and disbursements vary from the attached Schedule.
- f) Interest shall accrue at a rate of not more than two (2%) percent per annum on the amount of loan(s) disbursed and outstanding from the date of disbursement to the date of final repayment of the principal amount. Interest accrued against each disbursement (from the date of disbursement to the three months following final disbursement as outlined in (e) above) shall be paid on the date of three months following the final disbursement. Interest accrued on the amortization of the principal amount shall be paid in semi-annual installments on such dates as detailed in the attached Schedule.

- g) Failure of the Local Unit to make any repayment within 30 days of the scheduled repayment date shall cause the assessment of a late fee being due from the Local Unit and payable to the State as follows: 1. When a payment is 30-59 days past due, five (5%) percent of the payment amount due. 2. When a payment is 60-89 days past due, ten (10%) percent of the payment amount due. 3. When a payment is 90 or more days past due, fifteen (15%) percent of the payment amount due. Failure of the Local Unit to make any repayment within 90 days of the scheduled repayment date shall constitute default of the Project Agreement, and all outstanding principal, interest, and penalty amounts shall become payable immediately to the State.

For any defaulted loan, interest charges, equal to the loan's interest rate, will begin to accrue from the date repayment was due on the amount of principal outstanding and any interest charges thereon.

- h) The Local Unit may prepay the loan in whole or in part at any time without penalty. Partial repayment(s) shall be applied to the last maturing payment(s) due; shall be in one or more increments of the amount due on principal; and shall not extend or postpone the due date of any subsequent semi-annual installment or change the amount of such installments.
- i) The Local Unit shall charge and collect such rates, fees, and taxes in sufficient amounts as shall be required to provide revenues in each calendar year, together with other available funds, for the payment of debt service on the loan.
- j) The Local Unit shall allocate a portion of its local budget in sufficient amounts to meet the annual debt service for the loan. These funds shall be deposited into a specific fund for the purpose of assuring repayment of the loan to the State.
- k) The Local Unit shall comply with the statutory requirements of N.J.S.A. 40A relative to the undertaking of this Project Agreement and loan.

In accordance with N.J.S.A. 40A: 2-1 et seq., the Local Unit shall timely and properly file a Supplemental Debt Statement with the Division of Local Government Services prior to the execution of this Project Agreement. In the event that approval of the Local Finance Board is necessary to exceed the statutory debt limitation as provided in N.J.S.A. 40A: 2-6, the Local Unit shall obtain said approval prior to the execution of this Project Agreement. In the event said approval is not granted by the Local Finance Board, this Project Agreement shall be declared null and void. No loan funds will be disbursed to the Local Unit without the State's receipt of a certification of conformance by the Local Unit. This certification shall be completed on a form that the State provides.

PROJECT: *Willingboro Township*
Willingboro Lakes Preserve Development

LOAN AMOUNT: \$ 85,000.00
RATE: 0.00%
PMT PERIODS: 39
CURRENT DATE: 05-Aug-05

Estimated Actual Loan Drawdown:

DRAWDOWN DATE	AMORTIZATION DATE	DISBURSEMENT AMOUNT	ACCRUED INTEREST
05-Feb-06	06-May-06	\$ 85,000.00	\$ -

Estimated Actual Repayment Schedule:

PRINCIPAL \$ 85,000.00
 ACCRUED INT \$ -
 AMORTIZED INT \$ -
 TOTAL TO BE REPAYED \$ 85,000.00

SEMI ANNUAL LOAN REPAYMENT \$ 2,179.49

PMT #	DUE	INTEREST	PRINCIPAL	LOAN BALANCE
				85,000.00
1	06-Nov-06	-	2,179.49	82,820.51
2	06-May-07	-	2,179.49	80,641.03
3	06-Nov-07	-	2,179.49	78,461.54
4	05-May-08	-	2,179.49	76,282.05
5	05-Nov-08	-	2,179.49	74,102.56
6	05-May-09	-	2,179.49	71,923.08
7	05-Nov-09	-	2,179.49	69,743.59
8	06-May-10	-	2,179.49	67,564.10
9	06-Nov-10	-	2,179.49	65,384.62
10	06-May-11	-	2,179.49	63,205.13
11	06-Nov-11	-	2,179.49	61,025.64
12	05-May-12	-	2,179.49	58,846.15
13	05-Nov-12	-	2,179.49	56,666.67
14	05-May-13	-	2,179.49	54,487.18

15	05-Nov-13	-	2,179.49	52,307.69
16	06-May-14	-	2,179.49	50,128.21
17	06-Nov-14	-	2,179.49	47,948.72
18	06-May-15	-	2,179.49	45,769.23
19	06-Nov-15	-	2,179.49	43,589.74
20	05-May-16	-	2,179.49	41,410.26
21	05-Nov-16	-	2,179.49	39,230.77
22	05-May-17	-	2,179.49	37,051.28
23	05-Nov-17	-	2,179.49	34,871.79
24	06-May-18	-	2,179.49	32,692.31
25	06-Nov-18	-	2,179.49	30,512.82
26	06-May-19	-	2,179.49	28,333.33
27	06-Nov-19	-	2,179.49	26,153.85
28	05-May-20	-	2,179.49	23,974.36
29	05-Nov-20	-	2,179.49	21,794.87
30	05-May-21	-	2,179.49	19,615.38
31	05-Nov-21	-	2,179.49	17,435.90
32	06-May-22	-	2,179.49	15,256.41
33	06-Nov-22	-	2,179.49	13,076.92
34	06-May-23	-	2,179.49	10,897.44
35	06-Nov-23	-	2,179.49	8,717.95
36	05-May-24	-	2,179.49	6,538.46
37	05-Nov-24	-	2,179.49	4,358.97
38	05-May-25	-	2,179.49	2,179.49
39	05-Nov-25	-	2,179.49	(0.00)
		\$ -	\$ 85,000.00	

MAKE CHECKS PAYABLE TO:
TREASURER, STATE OF NJ
727/G.S. PRESERVATION

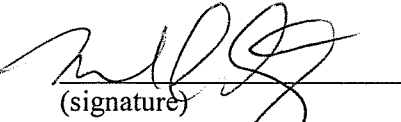
MAIL REPAYMENTS TO:
NJDEP
BUDGET AND FINANCE
OFFICE OF TRUST FUND MANAGEMENT
P.O. BOX 420
TRENTON, NJ 08625

SIGNATURES

LOCAL UNIT ATTORNEY

Reviewed and approved

on 10-21, 2005


(signature)

Michael A. Armstrong

(print name)

Local Unit Attorney

LOCAL UNIT CHIEF EXECUTIVE OFFICER

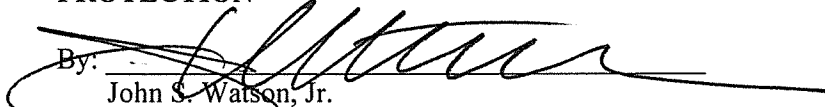
By: 
(signature)

Eddie Campbell, Jr. Mayor
(print name and title)

Date: October 12, 2005

Attach Authorizing Resolution

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

By: 

John S. Watson, Jr.
Assistant Commissioner for Natural and Historic
Resources

Date: 1/23/06

Reviewed and approved as to
form on May 1, 2002
Peter Harvey, Attorney General of New Jersey
By: Randall L. Pease, Deputy Attorney General

Reviewed and approved as to
Form on September 24, 1997
By: State Treasurer
(loan project only)

Exhibit 1

Declaration of Encumbrance

RESOLUTION NO. 2005 – 145

AUTHORIZING MEMBERSHIP IN A MUTUAL AID AND ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS

WHEREAS, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police, Emergency Medical Service, fire departments, fire companies or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A: 14-26 and 40A: 14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD)-5 directed the Secretary of the Department of Homeland Security to develop and administer a National incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App.A9-33 et. seq. provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the “Fire Service Resource Emergency Deployment Act,” N.J.A.C. 52:14E-11 et. seq., commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et. seq., and

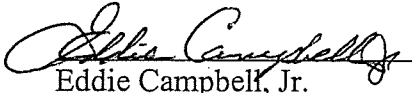
WHEREAS, it is deemed to be in the best interest of the residents of this municipality and/or fire district to enter into a mutual aid and assistance agreement with the County of Burlington and other municipalities including (but not limited to) municipal police, Emergency Medical Service or fire departments, volunteer fire companies or EMS organizations and/or fire districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 11th day of October, 2005, as follows:

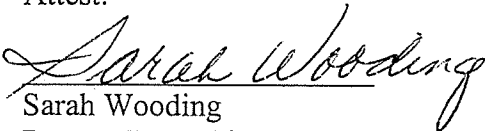
- A. That the Township of Willingboro is hereby authorized and directed to enter into the Burlington County Mutual Aid and Assistance Agreement Between

Participating Units, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.

- B. That the Mayor of the Township of Willingboro is hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the Township of Willingboro.
- C. That the Clerk is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Burlington County Department of Public Safety Services, Office of Emergency Management. Said Office shall serve as the central repository and shall maintain a master listing of all Participating Units to the Mutual Aid and Assistance Agreement.


Eddie Campbell, Jr.
Mayor

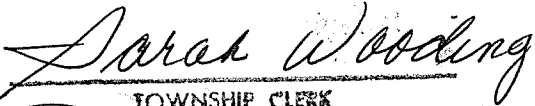
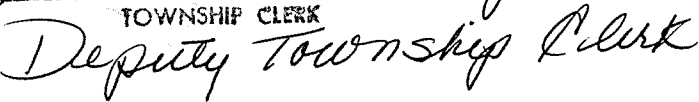
Attest:


Sarah Wooding
Deputy Township Clerk

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

RESOLUTION NO. 10-0001

WILLINGBORO TWP. COUNCIL ON October 11, 2005


TOWNSHIP CLERK

Deputy Township Clerk

This is a copy only of local only. to A. Redman 10/14/05

**BURLINGTON COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

THIS AGREEMENT (having a term which expires July 31, 2010) is made between the parties set forth on Schedule A (attached hereto) all of which are either the County of Burlington and all of its departments, municipalities including, but not limited to, municipal police and public works, Emergency Medical Service and/or fire departments, volunteer fire companies or EMS organizations or Fire Districts, and other jurisdictions defined as "local governments" in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as "Participating Units", "Requesting Units" or "Responding Units".

WHEREAS, the President in Homeland Security Directive (HSPD)- 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local¹ and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

WHEREAS, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et. seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster, and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq, and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan, and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provide services to or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations. An emergency responder includes, but is in no way limited to, the following: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and to address those situations when

¹ As defined in the Homeland Security Act of 2002, Section 2(10): the term "local government" means "(A) county, municipality, city, town, township, local public authority, school district, intrastate district, council of governments...regional or interstate government entity, or agency or instrumentality of a local government: an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity." 6 U.S.C. 101(10)

**BURLINGTON COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

WITNESSETH:

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. **Mutual Aid and Assistance.** Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:
 - a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
 - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
 - c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.

2. **Requests for Mutual Aid and Assistance.** All requests for mutual aid and assistance shall be initiated through the Burlington County Department of Public Safety Services-Division of Central Communications (CENTRAL), the Burlington County Fire Coordinator, the Burlington County EMS Coordinator, the Burlington County Prosecutor or his designee in accordance with all procedures in effect at the time of the request. CENTRAL shall immediately summon Participating Units to the scene of an emergency in accordance with the pre-established policies and procedures in effect at the time of the request.
 - a. Each local jurisdiction shall develop a Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. Said information shall be submitted annually to the Burlington County Department of Public Safety Services-Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year.
 - i. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.
 - ii. The County Fire Coordinator, the County EMS Coordinator or the County Prosecutor, where appropriate, will implement the Mutual Aid Plan for jurisdictions/agencies failing to submit plans as required in Section 2.a. above.

**BURLINGTON COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

3. **Tactical Command and Authority at Emergency Scene.** The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the emergency. Participating Units of the fire service shall operate in compliance with the State Incident Management System N.J.A.C. 5:73-1.6(b).
4. **No Charge for Use of Personnel or Equipment.**
 - a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
 - b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
 - c. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
 - d. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).
 - e. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq. and specifically Emergency Medical Services N.J.S.A.26:2K-60.
5. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
6. **Death or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A: 14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.
7. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting

**BURLINGTON COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

Unit at the scene of the emergency in accordance with N.J.S.A. 40A: 14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.

8. **Liability Insurance.** Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless a Participating Unit in the event of any lawsuit arising out of such assistance.
9. **Term; Withdrawal.** This Agreement shall commence upon signing by each of the Participating Units and shall continue in full force and effect through July 31, 2010. Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units, the Burlington County Department of Public Safety Services, the County Fire Coordinator, the County EMS Coordinator, and the County Prosecutor or his designee with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.
10. **Legal Authority.** This Agreement for mutual aid and assistance is expressly made in accordance with N.J.S.A. 40A: 14-26 and 156.1 et seq.
11. **Entire Agreement.** This agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

IN WITNESS WHEREOF, County of Burlington and each Municipality, Volunteer Corporation or Fire District representing each Participating Unit has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

The Township of Willingboro has executed this agreement on the
(Fire department, Municipality or Corporation)

13th day of October, 2005

Authorized Signature:

Eddie Campbell

Official Title

Mayor

Authorized Signature:

October 11, 2005

Official Title

Sarah Woodring
Deputy TOWNSHIP CLERK

SCHEDULE A

List of Fire Departments That have Signed Mutual Aid

		YES	NO
Bass River	New Gretna Volunteer Fire Company No. 1	X	
Beverly City	Beverly City Fire Department	X	
	Beverly Fire Company No. 1	X	
	Hope Hose Company No. 2	X	
Bordentown City	Bordentown Fire Department	X	
	Consolidated Fire Association	X	
	Hope Hose Humane Co. No. 1	X	
Bordentown Township	Mission Fire Company No. 1	X	
	Derby Volunteer Fire Co. No. 2	X	
Burlington City	Burlington City Fire Department	X	
	Endeavor Fir Co. No. 1	X	
	Mitchell Fire Co. No. 3	X	
	Neptune Hose Company No. 5	X	
	Niagara Hose Company No. 6	X	
Burlington Township	Independent Fire Company No. 1	X	
	Burlington Township Fire Department	X	
	Beverly Road Fire Company	X	
	Relief Fire Company No. 3	X	
Chesterfield Towhship	Union Fire Company No. 1	X	
	Chesterfield Hose Company	X	
Cinnaminson Township	Cinnaminson Fire Derpartment	X	
	Cinnaminson Fire Department, Station 201	X	
	Cinnaminson Fire Department Station 202	X	
Delanco Towhship	Washington Fire Company No. 1	X	
Delran Township	Delran Fire Company	X	
	Delran Fire Company No. 1	X	
	Delran Fire Company No. 2	X	
Eastampton Township	Eastampton Fire -Rescue Company	X	
	EastamptonFire Company	X	
	Ewansville Volunteer Fire Company No. 1	X	
Evesham Towhship	Evesham Fire -Rescue	X	
	Marlton Fire Company No. 1	X	
	Evesham Fire Company	X	
	Kettle Run Volunteer Fire Company	X	

Florence Township	Florence Fire Department	X
	Florence Volunteer Fire Company No. 1	X
	Florence Volunteer Fire Company No. 2	X
	Roebing Fire Company No. 3	X
Hainesport Township	Hainesport Volunteer Fire Company No. 1	X
Lumberton Township	Lumberton Fire Company No. 1	X
Mansfield Township	Franklin Fire Company	X
Maple Shade Township	Independent Fire Company No. 1	X
Medford Lakes Borough	Medford Lakes Fire Department	X
Medford Township	Union Fire Company	X
	Taunton Fore Company of Medford	X
Moorestown Township	Moorestown Fire Department	X
	Hose Company No. 1	X
	Relief engine Company	X
	Lenola Fire Company	X
Mount Holly Township	Mount Holly Fire Department	X
	Relief Fire Engine Company No. 1	X
	Union Fire Engine Company No. 2	X
	Good Intent Fire Company No. 3	X
Mount Laurel Township	Mount Laurel Fire Department	X
	Masonville Fire Company	X
	Fellowship Fire Company Station 362	X
	Fellowship Fire Company Station 363	
New Hanover Township	Cookstown Volunteer Fire Company No. 1	X
North Hanover Township	Jacobstown Volunteer Fire Company	X
Palmyra Township	Palmyra Fire Department	X
Pemberton Borough	Goodwill Fire Company No. 1	X
Pemberton Township	Browns Mills Volunteer Fire Company	X
	Country Lakes Volunteer Fire Company No. 1	X
	Presidential Lakes Fire and Rescue	X
	Magnolia Road Fire Company No. 2	X
Riverside Township	Riverside Fire Company No. 1	X
Riverton Borough	Riverton Fire Company	X
Shamong Township	Indian Mills Volunteer Fire Company No. 1	X

Southampton Township	Vincent Fire Company No. 1	X
	Hampton Lakes Volunteer Fire Company	X
Springfield Township	Juliustown Volunteer Fire Company	X
	Jacksonville Fire Company	X
	Springfield Township Fire Company	X
Tabernacle Township	Medford Farms Volunteer Fire Company	X
Washington Township	Green Banks Volunteer Fire Company	X
	Lower Bank Volunteer Fire Company	X
Westampton Township	Westampton Township Emergency Services	X
Willingboro Township	Willingboro Fire Department	X
	Headquarters Station 161	X
	Willingboro Station 162	X
	Willingboro Station 163	X
Woodland Township	Chatsworth Fire Company	X
	Lebanon Lakes Volunteer Fire Company	X
Wrightstown Borough	Wrightstown Fire Company	X

RESOLUTION NO. 2005 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

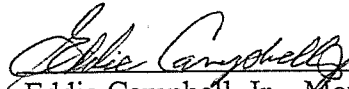
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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:

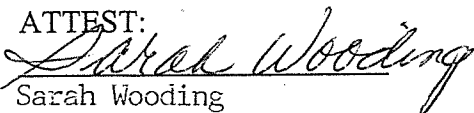
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 Oct. 11, 2005, that an Executive Session closed to the public shall be held on Oct. 11, 2005, at 8:25 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.


Eddie Campbell, Jr., Mayor

ATTEST:


Sarah Wooding
Deputy Township Clerk

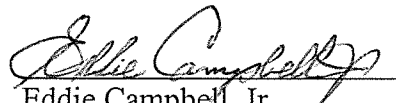
RESOLUTION NO. 2005 - 147

A RESOLUTION AUTHORIZING AN APPLICATION
TO RECEIVE MONEY UNDER SEAT BELT ENFORCEMENT
GRANT PROGRAM

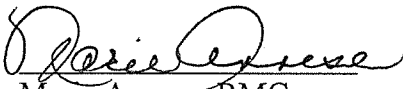
WHEREAS, there are monies available under the Highway Safety Grant with the New Jersey Division of Highway Traffic Safety for Seat Belt Enforcement Program; and

WHEREAS, it would be in the best interest of the Township of Willingboro to apply for said monies,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 25th day of October, 2005, that the Mayor and Clerk are hereby authorized to execute and sign any and all documents in order to effectuate the receipt of the Grant monies between the Township of Willingboro and the New Jersey Division of Highway Traffic Safety – “Click It or Ticket 2005” in the amount of \$2,000.00, said program to run from November 14 through November 18, 2005.


Eddie Campbell, Jr.
Mayor

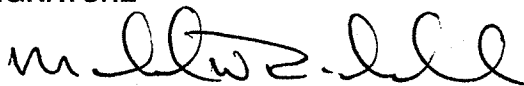
Attest:


Marie Annese, RMC
Township Clerk

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

PART III SIGNATURES


PROJECT DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

<p>NAME <i>MICHAEL RANDALL</i></p>	<p>TITLE <i>CT</i></p>	<p>TELEPHONE NUMBER <i>609-877-2200</i></p>
<p>SIGNATURE </p>	<p>ADDRESS <i>1 SALEM RD. WILLINGBORO NJ 08046</i></p>	

FINANCIAL DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

<p>NAME <i>JO ANNE DYCES</i></p>	<p>TITLE <i>FINANCE DIRECTOR</i></p>	<p>TELEPHONE NUMBER <i>609-877-2200 x6211</i></p>
<p>SIGNATURE</p>	<p>ADDRESS <i>1 SALEM RD. WILLINGBORO NJ 08046</i></p>	

AUTHORIZING OFFICIAL OF GOVERNMENTAL AGENCY (Read Part II before signing)

<p>NAME <i>EDDIE CAMPBELL</i></p>	<p>TITLE <i>MAYOR</i></p>	<p>TELEPHONE NUMBER <i>609-877-2200 x 6201</i></p>
<p>SIGNATURE </p>	<p>ADDRESS <i>1 SALEM RD. WILLINGBORO NJ 08046</i></p>	

APPROVAL INFORMATION (FOR DHTS USE ONLY)

<p>SIGNATURE</p>	<p>TITLE</p>	<p>APPROVAL DATE</p>
------------------	--------------	----------------------

RESOLUTION NO. 2005 – 148

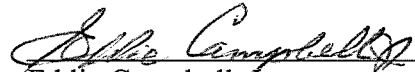
A RESOLUTION AUTHORIZING REFUNDS FOR OVERPAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments, veteran deductions 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 25th day of October, 2005, 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.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

LSI TAX SERVICES 3100 NEW YORK DR, SUITE 100 PASADENA, CA. 91107 BLOCK 412 LOT 33 66 CRESTVIEW DRIVE OVERPAYMENT TAXES	\$26.86
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE SUITE 100 NJ TEAM ROCHESTER, NY 14623 BLOCK 830 LOT 7 21 EAGEN LANE VETERAN DEDUCTION	250.00
TURNER, LAMONTE & GLORIA 19 ENDWELL LANE WILLINGBORO, N.J. 08046 BLOCK 820 LOT 7 19 ENDWELL LANE OVERPAYMENT TAXES	134.30
GENE A. BEVERLY, JR. 19 NEW POND LANE WILLINGBORO, N.J. 08046 BLOCK 1007 LOT 5 19 NEW POND LANE OVERPAYMENT TAXES	38.83
EXPRESS FINANCIAL SERVICE 51 HADDONFIELD ROAD, SUITE 330 CHERRY HILL, N.J. 08002 BLOCK 329 LOT 26 51 PALFREY LANE OVERPAYMENT TAXES	887.59
FAMILY ABSTRACT INC. 1424 EASTON ROAD, SUITE 100 HORSHAM, PA. 19044 BLOCK 325 LOT 7 33 PENNYPACKER DRIVE OVERPAYMENT TAXES	1115.79

FIDELITY NATIONAL TITLE 110 BARCKLEY PAVILLION CHERRY HILL, N.J. 08034 BLOCK 1123 LOT 15 70 TWIN HILL DRIVE OVERPAYMENT TAXES	\$1211.80
SERVICE LINK 4000 INDUSTRIAL BLVD. ALIQIPPA, PA. 15001 BLOCK 702 LOT 23 24 GAFFNEY LANE OVERPAYMENT TAXES	1026.83
ROGER JAY WEIL, ATTY THE ATRIUM AT MIDDLESEX 495 UNION AVENUE, SUITE 2F MIDDLESEX, N.J. 08846 BLOCK 1124 LOT 26 31 TEMPLE LANE OVERPAYMENT TAXES	957.15
JOHN WISE, ESQ. 10 COLBY DRIVE ANDOVER, N.J. 07821 BLOCK 607 LOT 5 14 HUNTINGTON LANE OVERPAYMENT TAXES	874.00
STATE LINE ABSTRACT 4 MUNN AVENUE CHERRY HILL, N.J. 08034 BLOCK 728 LOT 2 59 GAYLORD CIRCLE OVERPAYMENT TAXES	917.81
DELAWARE VALLEY ABSTRACT 110 MARTER AVENUE, SUITE 211 MOORESTOWN, N.J. 08057 BLOCK 901 LOT 108 3 ROXBOROUGH PLACE OVERPAYMENT TAXES	800.96

EARL MCQUITTA 7 RITTENHOUSE COURT WILLINGBORO, N.J. 08046 BLOCK 901 LOT 86 7 RITTENHOUSE COURT OVERPAYMENT TAXES	\$714.41
WILLIAMS, ROBIN & CAROLYN 11 TEMPEST LANE WILLINGBORO, N.J. 08046 BLOCK 1116 LOT 16 11 TEMPEST LANE OVERPAYMENT TAXES	1223.57
COUNTRYWIDE TAX SERVICES PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 305.01 LOT 1 51 PAGEANT LANE PAID IN ERROR	1107.76
SANDRA HUNTER 63 TENNYSON LANE WILLINGBORO, N.J. 08046 BLOCK 1113 LOT 8 63 TENNYSON LANE OVERPAYMENT TAXES	44.85
FEDERATION TITLE AGENCY 1913 GREENTREE ROAD, SUITE D CHERRY HILL, N.J. 08003 BLOCK 1202 LOT 106 42 FLEETWOOD PLACE OVERPAYMENT TAXES	1207.17
ANDREW & JOSRFA BORDYNOWSKI 67 TALLWOOD LANE WILLINGBORO, N.J. 08046 BLOCK 1132 LOT 11 67 TALLWOOD LANE OVERPAYMENT TAXES	972.76

NATIONAL REAL ESTATE 401 ROUTE 70 EAST, SUITE 210 CHERRY HILL, N.J. 08034 BLOCK 807 LOT 30 54 ELSIN LANE OVERPAYMENT TAXES.	\$788.63
VESTA LAND TRANSFER CORP. 111 WOODCREST ROAD, SUITE 102 CHERRY HILL, N.J. 08003 BLOCK 1005 LOT 10 57 NOTTINGHAM DRIVE OVERPAYMENT TAXES	877.22
TRIDENT LAND TRANSFER 1409 N. KINGS HIGHWAY CHERRY HILL, N.J. 08034 BLOCK 608 LOT 65 35 HOLSTONE LANE OVERPAYMENT TAXES	540.45
FIRST AMERICAN REAL ESTATE 95 METHODIST HILL DRIVE SUITE 100 ATTN: NJ TEAM ROCHESTER, NY 14623 BLOCK 902 LOT 37 11 RITTENHOUSE DRIVE BLOCK 1109 LOT 4 117 TYLER DRIVE BLOCK 814 LOT 7 194 EASTBROOK LANE BLOCK 903 LOT 7 7 RADCLIFF PLACE BLOCK 1019.01 LOT 11 1 NASSAU DRIVE OVERPAYMENT TAXES	28.56 250.00 220.11 16.59 250.00

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

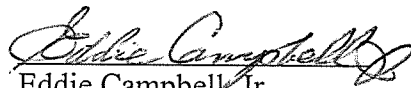
WHEREAS, bids have been received, opened and read in public; and


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 25th 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 Ayer				<input checked="" type="checkbox"/>
Councilwoman Jennings	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Ramsey	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

Certification Of Availability of Funds

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

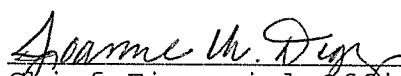
Resolution Date: 10/25/05
Resolution Number: 2005-149

Vendor: ASPHAL ASPHALT PAVING SYSTEMS INC
PO BOX 530
HAMMONTON, NJ 08037

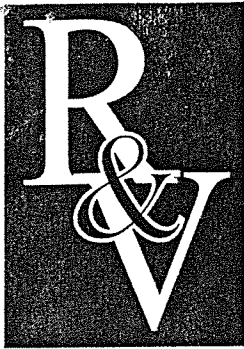
Contract: 05-00012 ASPHALT PAVING CHARLESTON RD

Account Number	Amount	Department
G-01-41-866-000-299	331,811.00	
Total	331,811.00	

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



Chief Financial Officer



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

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

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

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

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 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.
 Charles E. Adamson, P.L.S.; A.E.T.
 Kim Wendell Bibbs, P.E., C.M.E.

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

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

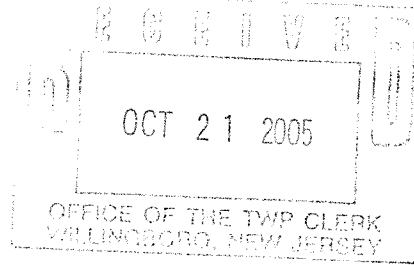
Remington, Vernick
 & Arango Engineers
 243 Route 130, Suite 200
 Bordentown, NJ 08505
 (609) 298-6017
 (609) 298-8257 (fax)

www.rve.com

Established in 1901

October 13, 2005

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
 Our File #0338T020

Dear Ms. Rose:

We have tabulated the bids received on October 12, 2005, with reference to the above captioned project and find the low bidder to be Asphalt Paving Systems Inc., P.O. Box 530, Hammonton, NJ 08037, in the amount of \$331,811.00 representing Base Bid Items 1 through 18. 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 Asphalt Paving Systems, Inc. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

By

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

KWB:kpc

Enclosures

cc: Mayor & Council, c/o Marie Annese, Clerk
 Richard Brevogel, Director of Public Works
 Joanne Diggs, Finance
 Richard G. Arango, P.E., C.M.E.
 George LaPorte, Senior Field Supervisor
 Raymond D. Longmore, Contract Administrator
 Syreeta Paul

R V REMINGTON, VERNICK & ARANGO ENG.
& A BID TABULATION

PROJECT NAME:
 FY 2004 & 2005 NJDOT TRUSTFUND
PROJECT NUMBER:
 0338T020
CLIENT:
 TOWNSHIP OF WILLINGBORO

ASPHALT PAVING SYSTEMS
 PO BOX 530
 HAMMONTON, NJ 08037
 609-561-2215
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL
1	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$18,000.00	\$18,000.00
2	CONCRETE PAVEMENT RECLAMATION, 12" DEPTH	13200	SY	\$9.95	\$131,340.00
3	STABILIZING AGENT, LIME (IF & WHERE DIRECTED)	150	TON	\$180.00	\$27,000.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	1600	TON	\$55.00	\$88,000.00
5	PRIME COAT	4400	GAL	\$0.01	\$44.00
6	INLET CASTINGS, TYPE B, WITH ECO TYPE N CASTINGS, OR APPROVED EQUAL	12	UN	\$1,200.00	\$14,400.00
7	RESET CASTINGS	3	UN	\$350.00	\$1,050.00
8	9" X 18" CONCRETE VERTICAL CURB	165	LF	\$33.00	\$5,445.00
9	MONOLITHIC ROLLED CURB & GUTTER, (REPLACE IN KIND, IF & WHERE DIRECTED)	475	LF	\$33.00	\$15,675.00
10	CONCRETE SIDEWALK, 4" THICK	270	SY	\$60.00	\$16,200.00
11	CONCRETE DRIVEWAY, 6" THICK	25	SY	\$100.00	\$2,500.00
12	DETECTABLE WARNING SURFACES, CLAY BRICK PAVERS	170	SF	\$22.00	\$3,740.00
13	RESET VENT/VALVE BOXES (IF & WHERE DIRECTED)	3	UN	\$100.00	\$300.00
14	LOOP DETECTORS	121	LF	\$22.00	\$2,662.00
15	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN	220	LF	\$4.00	\$880.00
16	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC	200	SF	\$8.00	\$1,600.00
17	TOPSOILING, 4" THICK	425	SY	\$6.00	\$2,550.00
18	FERTILIZING AND SEEDING, TYPE A-3	425	SY	\$1.00	\$425.00
TOTAL CONSTRUCTION COST					\$331,811.00

MEMORANDUM

TO: K. WENDELL BIBBS, PE, CME

FROM: KAREN COLE

RE: TOWNSHIP OF WILLINGBORO
FY 2004/2005 NJDOT TRUST FUND
RESURFACING OF CHARLESTON ROAD

DATE: 13-Oct-05

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

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
ASPHALT PAVING SYSTEMS	\$331,811.00
The low bidder is:	ASPHALT PAVING SYSTEMS
The average bid price is:	\$331,811.00
Engineer's Estimate for this project:	\$345,458.50

I HEREBY CERTIFY THIS TO BE A TRUE COPY THAT OF WHICH IS ON FILE IN THE OFFICE OF THE TOWNSHIP CLERK, TOWNSHIP OF WILLINGBORO, COUNTY OF BURLINGTON, STATE OF NEW JERSEY.

November 9, 2005

DATE

Marie Anese
MARIE ANESE, TOWNSHIP CLERK

RESOLUTION NO. 2005 - 150

**A RRESOLUTION AWARDDING A BID FOR
SOMERSET DRIVE INLET REPLACEMENT**

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 Spencer V. Maussner, Inc., 35A E. Main Street, Marlton, N. J. 08053. The award is for a total bid amount of \$32,222.22; 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 25th 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				<input checked="" type="checkbox"/>
Councilwoman Jennings	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Ramsey	<input checked="" type="checkbox"/>			
Mayor Campbell	<input checked="" type="checkbox"/>			

Certification Of Availability of Funds

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

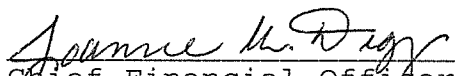
Resolution Date: 10/25/05
Resolution Number: 2005-150

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

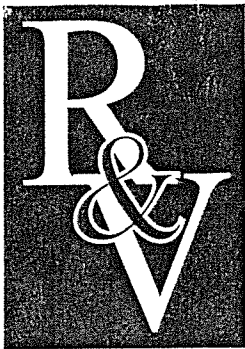
Contract: 05-00013 SPENCER MAUSSNER-SOMERSET DR

Account Number	Amount	Department
C-04-55-904-004-927	32,222.22	2004 GENERAL CAPITAL
Total	32,222.22	

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



Chief Financial Officer



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

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

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 Edward J. Walberg, P.E., P.P., C.M.E.
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 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.

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

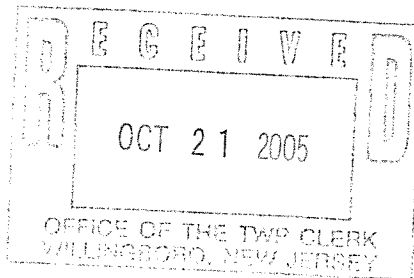
University Office Plaza
 Commonwealth Building
 260 Chapman Road, Ste. 104F
 Newark, DE 19702
 (302) 266-0212
 (302) 266-6208 (fax)

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

www.rve.com

Established in 1901

October 13, 2005



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

Re: Township of Willingboro
 Somerset Drive Inlet Replacement
 Our File #0338T031

Dear Ms. Rose:

We have tabulated the bids received on October 12, 2005, with reference to the above captioned project and find the low bidder to be Spencer V. Maussner, Inc., 35A E. Main Street, Marlton, NJ 08053, in the amount of \$32,222.22 representing Base Bid Items 1 through 15. A copy of the tabulation is enclosed for your review.

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

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

By

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

KWB:kpc

Enclosures

cc: Mayor & Council, c/o Marie Annese, Clerk
 Richard Brevogel, Director of Public Works
 Joanne Diggs, Finance
 Richard G. Arango, P.E., C.M.E.
 George LaPorte, Senior Field Supervisor
 Raymond D. Longmore, Contract Administrator
 Syreeta Paul

MEMORANDUM

TO: K. WENDELL BIBBS, P.E., C.M.E.
FROM: KAREN COLE
RE: TOWNSHIP OF WILLINGBORO
SOMERSET DRIVE INLET REPLACEMENT

DATE: 13-Oct-05

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

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
SPENCER V. MAUSSNER, INC.	\$32,222.22
PARAMOUNT ENTERPRISES	\$39,900.00
SUB-LEVEL INSTALLATIONS	\$48,880.00
ASPHALT PAVING SYSTEMS	\$58,630.00
The average bid price is:	\$44,908.06

R V REMINGTON, VERNICK & ARANGO ENG.
& A BID TABULATION

PROJECT NAME:
 SOMERSET DRIVE INLET REPLACEMENT
 PROJECT NUMBER:
 03-38-T-031
 CLIENT:
 TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS	SPENCER V. MAUSSNER, INC		PARAMOUNT ENTERPRISES		SUB-LEVEL INSTALLATIONS	
			UNITS	PRICE	UNITS	PRICE	UNITS	PRICE
			35A MAIN STREET MARLTON, NJ 08053 856-983-6020 (BB, CS, SS, etc.)		(ADDRESS) (ADDRESS) (PHONE #) (BB, CS, SS, etc.)		PO BOX 698 MT. LAUREL, NJ 08054 (PHONE #) (BB, CS, SS, etc.)	
			UNITS	PRICE	UNITS	PRICE	UNITS	TOTAL
1	NO ITEM	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	52	SY	\$6.45	\$335.40	\$50.00	\$10.00	\$520.00
3	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	8	TON	\$45.00	\$360.00	\$250.00	\$100.00	\$800.00
4	HOT MIX ASPHALT BASE COURSE, MIX I-2, 6" THICK	20	TON	\$45.00	\$900.00	\$250.00	\$65.00	\$1,300.00
5	TACK COAT	10	GAL	\$5.00	\$50.00	\$5.00	\$1.00	\$10.00
6	PRIME COAT (IF & WHERE DIRECTED)	20	GAL	\$0.01	\$0.20	\$5.00	\$1.00	\$20.00
7	18" REINFORCED CONCRETE CULVERT PIPE, CLASS V	30	LF	\$24.25	\$727.50	\$200.00	\$30.00	\$900.00
8	INLETS, TYPE B, WITH 6" TYPE NECO CASTING, OR APPROVED EQUAL	2	UN	\$9,604.56	\$19,209.12	\$3,000.00	\$16,300.00	\$32,600.00
9	MONOLITHIC ROLLED CONCRETE CURB & GUTTER	110	LF	\$40.00	\$4,400.00	\$60.00	\$40.00	\$4,400.00
10	HOT MIX ASPHALT DRIVEWAY, 4" THICK	25	SY	\$45.00	\$1,125.00	\$100.00	\$30.00	\$750.00
11	CONCRETE DRIVEWAY, 6" THICK	10	SY	\$135.00	\$1,350.00	\$100.00	\$150.00	\$1,500.00
12	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$400.00	\$400.00	\$3,000.00	\$2,000.00	\$2,000.00
13	TOPSOILING, 4" THICK	40	SY	\$10.00	\$400.00	\$20.00	\$1.00	\$40.00
14	FERTILIZING AND SEEDING, TYPE A-3	40	SY	\$10.00	\$400.00	\$10.00	\$1.00	\$40.00
15	RECONSTRUCTED MANHOLE USING EXISTING CASTING	1	UN	\$2,565.00	\$2,565.00	\$3,850.00	\$4,000.00	\$4,000.00
TOTAL CONSTRUCTION COST					\$32,222.22			\$48,880.00

**R V REMINGTON, VERNICK & ARANGO EI
& A BID TABULATION**

PROJECT NAME:
SOMERSET DRIVE INLET REPLACEMENT
PROJECT NUMBER:
03-38-T-031
CLIENT:
TOWNSHIP OF WILLINGBORO

ASPHALT PAVING SYSTEMS
PO BOX 530
HAMMONTON, NJ 08037
((PHONE #))
(BB, CS, SS, etc.)

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE		TOTAL
1	NO ITEM	0	0	\$0.00	\$0.00	
2	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	52	SY	\$30.00	\$1,560.00	
3	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	8	TON	\$300.00	\$2,400.00	
4	HOT MIX ASPHALT BASE COURSE, MIX I-2, 6" THICK	20	TON	\$300.00	\$6,000.00	
5	TACK COAT	10	GAL	\$20.00	\$200.00	
6	PRIME COAT (IF & WHERE DIRECTED)	20	GAL	\$1.00	\$20.00	
7	18" REINFORCED CONCRETE CULVERT PIPE, CLASS V	30	LF	\$250.00	\$7,500.00	
8	INLETS, TYPE B, WITH 6" TYPE N ECO CASTING, OR APPROVED EQUAL	2	UN	\$10,000.00	\$20,000.00	
9	MONOLITHIC ROLLED CONCRETE CURB & GUTTER	110	LF	\$50.00	\$5,500.00	
10	HOT MIX ASPHALT DRIVEWAY, 4" THICK	25	SY	\$50.00	\$1,250.00	
11	CONCRETE DRIVEWAY, 6" THICK	10	SY	\$120.00	\$1,200.00	
12	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$8,300.00	\$8,300.00	
13	TOPSOILING, 4" THICK	40	SY	\$25.00	\$1,000.00	
14	FERTILIZING AND SEEDING, TYPE A-3	40	SY	\$5.00	\$200.00	
15	RECONSTRUCTED MANHOLE USING EXISTING CASTING	1	UN	\$3,500.00	\$3,500.00	
TOTAL CONSTRUCTION COST						\$58,630.00

✓

RESOLUTION NO. 2005 – 151

**A RESOLUTION OF WILLINGBORO TOWNSHIP URGING THE GOVERNOR
AND OUR LEGISLATORS TO SUPPORT PROPERTY TAX REFORM
LEGISLATION KNOWN AS “THE NJ SMART HOMESTEAD ACT”,
ASSEMBLY BILL A-4041 and SENATE BILL S-2502 TO REFORM THE
INEQUITABLE USE OF PROPERTY TAXES TO FUND SCHOOLS IN THE
STATE OF NEW JERSEY**

WHEREAS, Willingboro Township having studied and investigated proposed alternatives to the current property tax system has determined that property tax reform must be considered on a statewide basis; and

WHEREAS, it is in the best interest of our taxpayers to find a fair method to fund our schools, we ask that the Governor and the State Legislature pass legislation known as the “NJ SMART HOMESTEAD ACT” to reform the inequitable property tax system used to fund schools in the State of New Jersey; and

WHEREAS, the “NJ SMART HOMESTEAD ACT” shifts 50% of school taxes paid by residential homeowners and tenants to a state school tax surcharge based on income. The net effect of this revenue neutral tax shift significantly reduces the property tax burden of over 98% of middle income residential homeowners; and

WHEREAS, the return of several billion dollars to our middle income taxpayers will result in an economic revitalization of our municipalities. The increase in consumer spending will create jobs, increase production and provide the state with a much needed increase in sales and income tax revenue; and

WHEREAS, New Jersey has the highest property taxes in the nation and uses over 50% of property tax revenues to fund our schools, compared to the national average of 30%; and

WHEREAS, 74% of New Jersey voters indicated in a recent Quinnipiac University poll that they would be in favor of an income tax increase instead of an increase in **their most hated tax**, the property tax; and

WHEREAS, it has now been more than 55 years since the State of New Jersey fully reviewed the way the state taxes it’s citizens and spends their money; and

WHEREAS, the Mayor and the elected officials of Willingboro Township firmly believes that 55 years is too long a period of time to have passed without such a review being conducted by way of new legislation; and

WHEREAS, the Mayor and the elected officials of Willingboro Township believes that a ground-swell of support is provided in support of property tax reform by those cities, towns and municipalities which form the State of New Jersey; and

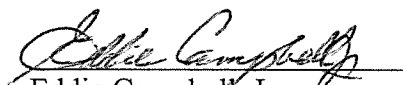
Resolution No. 2005 – 151 cont'd.

WHEREAS, the Mayor and the Elected Officials of Willingboro Township urges all municipalities to support the "NJ SMART HOMESTEAD ACT" Bill so that an antiquated tax system which has been in existence for 55 years without any prior reforms be changed to meet the needs of the public.


NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro assembled in public session this 25th day of October, 2005, that the Mayor and the Elected Officials of Willingboro Township unequivocally support the "NJ SMART HOMESTEAD ACT" as proposed by the New Jersey Coalition for Property Tax Reform and urges all municipalities to adopt similar resolutions in support thereof.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the following:

- Acting Governor Codey
- New Jersey State Legislators
- Neighboring New Jersey Municipalities
- Mr. William Dressel, New Jersey League of Municipalities
- New Jersey Coalition for Property Tax Reform
- 2101 Glenwood Drive, Point Pleasant, N. J. 98742


 Eddie Campbell, Jr.
 Mayor

Attest:


 Marie Annese, RMC
 Township Clerk

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

RESOLUTION NO. 2005 - 152
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

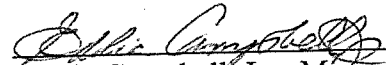
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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:

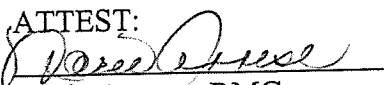
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required 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 10/25, 2005, that an Executive Session closed to the public shall be held on 10/25, 2005, at 7:55 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.


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 - 153

Attachment A

GRANT AGREEMENT
BETWEEN
TOWNSHIP OF WILLINGBORO
(Print Name Of Grantee; all capitals)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: WQ05-134
GOVERNING BODY RESOLUTION

The governing body of TOWNSHIP OF WILLINGBORO
(print Grantee's Name)
obtaining a grant from the State of New Jersey in the amount of \$20,619.00 desires to further the public interest by
in the Scope of Services.

Therefore, the governing body resolves that MAYOR Eddie Campbell, Jr. (print name) is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State and (c) to execute [] any amendments thereto [] any amendments thereto which do not increase the Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed October 25, 2005
Ayes: 4
Noes: 0
Absent: 1

SEAL

I, Marie Annese (print name) CERTIFICATION*
[] (other, specify) _____, [X] municipal clerk [] county clerk [] utilities Authority Clerk

this resolution was duly adopted by Willingboro Township of Willingboro Township (print Grantee's name) on the 25th day of October, 2005; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature.** at a meeting duly held on the _____ of _____ (print name of Grantee's governing body) certify that

Marie Annese (signature)*
Marie Annese (print name)
Township Clerk
Date: October 26, 2005 (print title)

*CERTIFICATION MUST BE SIGNED BY AN OFFICIAL OTHER THAN THE INDIVIDUAL AUTHORIZED TO EXECUTE THE AGREEMENT.

**This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Resolution when it returns the executed agreement to the Department.



**State of New Jersey
Payment Voucher
(Vendor Invoice)**

Contract No. _____ Agency Ref. _____ Buyer _____ (B) Terms _____
 (D) Payee Name & Address
 TOWNSHIP OF WILLINGBORO
 ONE SALEM ROAD
 WILLINGBORO NJ 08046

DOCUMENT NUMBER		BATCH		A. P. FY
TC AGY	042	Number	TC AGY	042
PP Start Date		Sched Pay Date	Chk Cat	(A) Vendor I.D. No.
				216007381 99
		Total Amount	\$15,464	

SIGN HERE

(E) Send Completed Form To:
 N.J. D.E.P.
 Municipal Finance and Construction Element
 P.O. Box 25
 Trenton, NJ Jersey 08625-0425

(F) Payee Declarations
 I certify that the within payment voucher is correct in all its particulars, that the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document.

Payee Title _____ Billing Date _____
 Payee Signature _____

CD	Agcy	Reference Number	Line	(G) Payee Reference	Billing Date
GO	042		01	Stormwater Grant	
Fund	Agcy	Org Code	Sub Ord	Low Level	Appr
100	042	4850		118	
Rpt Ct	BS Act	Dt	Description	Quantity	Amount
			WQ05-134		\$15,464.00
				Quantity	39690000

Item No.	Description of item(s)	Quantity	Unit	Unit Price	Amount
	Municipal Stormwater Regulation Program PORTION 75% / 25%				\$15,464
Total Amount					\$15,464

Certification by Receiving Agency: I certify that the above articles have been received or services rendered as stated herein.

Signature _____

Title _____

Date _____


Certification by Approval Officer: I certify that this payment voucher is correct and just, and payment is approved.

Signature _____

Title _____

Date _____

New Jersey Department of Environmental Protection
AMENDMENT/MODIFICATION FORM FOR STANDARD CONTRACTS AND GRANTS



DEP-076

1) INITIATING AGENCY **DIVISION OF WATER QUALITY** - Municipal Finance and Construction Element
 Bureau of Administration & Management
 P O Box 425 Trenton NJ 08628-0425

2) ORIGINAL ENCUMBRANCE #/FY: 48018000516 FY: 04 3) ORIGINAL VPP-006E # WQ04-134 4) AMENDMENT VPP-006E# WQ05-134 5) AMENDMENT # 1

6) GRANTEE'S Name: **TOWNSHIP OF WILLINGBORO**
 Address: **ONE SALEM ROAD**
WILLINGBORO NJ 08046

COUNTY: Burlington
 GRANT NO: WQ05-134

7) PROJECT NAME: **STORMWATER MANAGEMENT**

8) TYPE OF CHANGE - (All terms and conditions of the original contract not changed by this amendment remain in full force and effect.)

*Additional Work + \$ **20,619.00**
 *Decrease/Credit - \$ _____
 *Budget Line Item Revision(s) \$ _____
 *NOTE: If checked, complete Section 10 of this form

Work Period Extension to: _____
 Contract Period Extension to: _____
 Other - Explain **SCOPE OF SERVICES** (on Page 2)
 Use #14 if additional explanation needed

9) JUSTIFICATION (List detailed justification for each change(s) (continue in block 15 on page 2 as necessary.)

The Department of Environmental Protection is providing funds to municipalities and counties for the implementation of certain activities required by the New Jersey Pollution Discharge Elimination System Municipal Stormwater General Permits (NJ0141852, NJ0141861 or NJ0141887), and the Watershed Protection & Management Act of 1997.
 Check if continued in block 15

10) BUDGET INFORMATION (See Note in #8 above)

	APPROVED BUDGET		CHANGES		REVISED BUDGET	
	STATE	OTHER	(-)	(+)	STATE	OTHER
A. PERSONNEL Salaries Fringe						
B. CONSULTANTS & SUBCONTRACTORS						
C. OTHER	20,619.00			0.00		
D. AUDIT						
SUB-TOTAL				20,619.00	41,238.00	0.00
DIRECT COST						
LESS: PROJECT INCOME						
TOTAL DIRECT COST						
INDIRECT COST						
TOTAL	20,619.00			0.00	20,619.00	41,238.00
*Please explain basis of Indirect Costs. Use additional sheets if necessary.						

APPROVED AS TO LEGAL FORM

11) LOCAL MEMO approved 5/3/05

Deputy Attorney General _____ Date _____

12) USING AGENCY APPROVAL

Project Manager/Grant Officer *Eugene J. Chebra, MFCE* Date **Oct 06 2005**

GRANTEE:

Signature *Edie Campbell, Jr.* Date *10/26/05*

Print Name *Edie Campbell, Jr.*

Print Title *Mayor*

Signature _____ Date _____

Print Name *Samuel A. Wolfe, Asst. Commissioner*

Print Title *Department Commissioner or Delegate*

New Jersey Department of Environmental Protection
AMENDMENT/MODIFICATION FORM FOR STANDARD CONTRACTS AND GRANTS 

DEP-076

Amendment Document No: 1
GRANTEE'S NAME: TOWNSHIP OF WILLINGBORO
Project Name: STORMWATER MANAGEMENT

WQ05-134

14) SCOPE OF SERVICES

TIER A

- Copy and distribute an educational brochure (provided by the Department) to all residents and businesses, and conduct one educational event (as required in Part I, Section F.4.a.i of the Tier A Municipal Stormwater General Permit, NJ0141852) between April 2005 and April 2006;
- Label 50 percent, or one sector, of all required municipal storm drain inlets within 36 months from Effective Date of Permit Authorization (EDPA) under the Tier A Municipal Stormwater General Permit (as required in the Storm Drain Inlet Labeling Statewide Basic Requirement in Part I, Section F.4.b of the Tier A Municipal Stormwater General Permit); and

- Divide the municipality into two sectors for the purposes of outfall mapping, and map the location of the end of all small Municipal Separate Storm Sewer System outfall pipes in the first sector within 36 months from EDPA (as required in Part I, Section F.6.a.i of the Tier A Municipal Stormwater General Permit).

75 percent of the funds will be released upon full execution of the grant agreement. To obtain the remaining 25 percent of the grant funds, a completed Grant Certification Form documenting completion of the required activities must be submitted to the Department before April 1, 2007. The FY 05 Grant Certification Form, to be used for the purpose of such certification, will be sent to the grantee under separate cover.



State of New Jersey
Department of Environmental Protection

Richard J. Codey
Acting Governor

Bradley M. Campbell
Commissioner

Richard Brevogel, Director of Public Works
Township of Willingboro
One Salem Road
Willingboro, New Jersey 08046

OCT 17 2005

Township of Willingboro
Grant # WQ05-134
AMENDMENT #1
Amount \$ 20,619

Dear Mr. Brevogel:

I am pleased to transmit three copies of the partially executed Amendment/Modification Form for Standard Contracts and Grants (Grant Agreement) with the New Jersey Department of Environmental Protection (Department) for state aid in implementation of activities described in #14) Scope of Services, pursuant to requirements of the New Jersey Pollution Discharge Elimination System, Municipal Stormwater General Permit, Watershed Protection & Management Act of 1997 and Section 319 (h) of the Federal Clean Water Act.

Enclosed are 1) a partially completed State of New Jersey Payment Voucher (PV6/93) that must be executed in section (F) Payee Declarations; and 2) a pre-addressed return envelope.

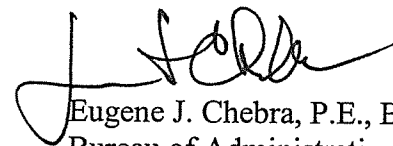
PLEASE NOTE: The Governing Body **must adopt and certify a resolution authorizing** the application for state aid under the Municipal Stormwater Regulation Program **and designating an individual to execute the grant.** A sample of the required resolution language and format is included as Attachment "A". The resolution is to be added to the Grant Agreement as Attachment "A." **The Grant Agreement and all other documents are to be signed by the individual authorized in the resolution.**

Please execute each of the three Grant Agreement signature pages with an original signature. Return all copies of the Grant Agreement including Attachment "A" and State Payment Voucher, in the enclosed pre-addressed return envelop to:

Eugene J. Chebra, P.E., Bureau Chief
Bureau of Administration and Management
Municipal Finance & Construction Element
NJ Department of Environmental Protection
P O Box 425
Trenton, New Jersey 08625-0425

After the Grant Agreement has been fully executed by the Department, a copy will be forwarded to you. **Payment will be made by direct deposit with the designation "Stormwater Grant."** If you have any questions concerning the Grant Agreement, please contact Luba Parada in the Bureau of Administration and Management at (609) 292-3114.

Very truly yours,



Eugene J. Chebra, P.E., Bureau Chief
Bureau of Administration and Management
Municipal Finance and Construction Element
Division of Water Quality

EJC:shb

Enclosure

C: Barry Chalofsky, Bureau Chief, Bureau of Non Point Pollution Control

RESOLUTION NO. 2005 - 154


A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH

JEFFREY R. SURENIAN AND ASSOCIATES, LLC.

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of October, 2005, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with: JEFFREY R. SURENIAN, ESQUIRE, JEFFREY R. SURENINAN AND ASSOCIATES, LLC, (hereinafter "Special Counsel") for:
 - a. Legal counsel to assist in addressing affordable housing obligations in proceedings before the New Jersey Council on Affordable Housing (COAH) and any court;
 - b. Special Counsel shall bill the Township at the maximum rate of \$175.00 per hour for all time spent by Jeffrey R. Surenian; \$140.00 per hour for Michael A. Jedziniak; \$70.00 per hour for paralegals;
 - c. The contract shall expire December 31, 2005.
 - d. The contract shall not exceed \$ 12,500.00 .
2. The contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be printed once in the Burlington County Times.


Eddie Campbell, Jr.
Mayor

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

Attest:


Marie Annese, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

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

Res 2005-154

November 23, 2005

Jeffrey R. Surenian & Associates, LLC
Counselors At Law
Rivers Edge Professional Building
2052 Highway 35, Suite 201
Wall Township, NJ 07719

Dear Mr. Surenian:

As per your request, please find a fully executed copy of the Contract for Professional Services.

Thanks for your cooperation.

Sincerely yours,

Marie Annese
Marie Annese
Township Clerk

MA/cj

Encl.

cc: Michael Armstrong, Esq.

JEFFREY R. SURENIAN AND ASSOCIATES

A Limited Liability Corporation
Counselors At Law
Rivers Edge Professional Building
2052 Highway 35, Suite 201
Wall Township, New Jersey 07719
(732) 449-8811
Fax (732) 449-8822

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

Michael A. Jedziniak, Esq. – Associate
Email – MAJ@Surenian.com

November 1, 2005

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

**Re: Township of Willingboro
Contract for Professional Services**

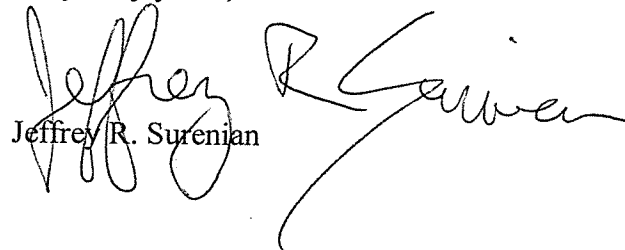
Dear Mr. Ross:

On behalf of Jeffrey R. Surenian and Associates, LLC, I would like to thank you for the Township's decision to use my firm to represent its interests.

Enclosed please find original and one (1) copy of Contract for Professional Services which I have prepared. Please review, and if acceptable, kindly have the Mayor execute same and return a fully executed copy to the undersigned.

Thank you for your anticipated cooperation.

Very truly yours,


Jeffrey R. Surenian

JRS/sa
Enclosures
cc: Michael Armstrong, Esq.

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this ~~11~~ day of *November*, 2005,

by and between:

Township of Willingboro,
a municipal corporation of the State of New Jersey,
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

hereinafter referred to as "**Township**",

And: **Jeffrey R. Surenian and Associates, LLC**
2052 Route 35, Suite 201
Wall Township, NJ 07719

hereinafter referred to as "**Special Counsel**", "**Contractor**" or "**Firm**".

WITNESSETH:

1. Township hereby appoints and employs the Special Counsel to assist the Township and its legal counsel in helping the Township address its responsibilities with respect to its affordable housing obligations in proceedings before the New Jersey Council on Affordable Housing (COAH) and any Court.

2. Special Counsel shall bill the Township at the following rates:

- (a) \$175.00 per hour for all time spent by Jeffrey R. Surenian; and
- (b) \$140.00 per hour for all time spent by Michael A. Jedziniak, and
- (c) \$ 70.00 per hour for all time spent by paralegals; and

In the event that other lawyers are used, they will be billed commensurate with their experience, but at rates no greater than set forth above.

3. Township shall pay all disbursements incurred by Firm at the Firm's normal rate, such as, but not limited to, photocopying and printing expenses (at \$0.25 per page), fax fees (at \$1.00 per page), telephone charges, travel expenses (at \$.35 per mile plus tolls), scanning fees (at \$.25 per page), messenger fees, filing fees, recording fees, etc.

4. Special Counsel shall bill Township on a monthly basis. In the event that the bills exceed the amount budgeted, Township shall either make another appropriation or advise Special Counsel immediately to stop work.

5. Township shall pay all bills within forty five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the Township in blank, which firm shall be free to submit with each bill so that the bill may be paid upon approval.

7. Statutorily Required Affirmative Actions Clause:

Attached hereto and incorporated herein are:

Exhibit A

Mandatory Affirmative Action Language Goods, Professional Services and General Service Contracts; and

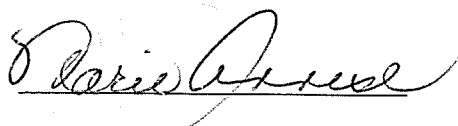
Exhibit B

Certificate of Employee Information Report; Insurance Binder; and Business Registration Certificate issued by the Treasurer of the State of New Jersey.

8. This Contract shall remain in effect until December 31, 2005.

TOWNSHIP OF WILLINGBORO

ATTEST:



By 

Sworn and subscribed to before me
on this 27th day of October, 2005

Sharon Anderson
A Notary Public of New Jersey
My commission expires: 12/29/07

Sharon F. Anderson
Notary Public of New Jersey
My Commission Expires Dec. 29, 2007

JEFFREY R. SURENIAN AND
ASSOCIATES, LLC

By Jeffrey R. Surenian
Jeffrey R. Surenian

EXHIBIT "A"

EXHIBIT A
(REVISED 1994)
P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

SIGNED: Jeffrey R. Gureman
DATED: May 25, 2005

EXHIBIT "B"

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2005** to **15-OCT-2012**

JEFFREY R. SURENIAN & ASSOCIATES, LLC
2052 ROUTE 35, SUITE 201
WALL TOWNSHIP NJ 07719



A handwritten signature in cursive script, appearing to read "John P. Lawrence".

State Treasurer

04/MAY. 4. 2005 1:37PM 08 75BLACKWHITE CONCORD Walnut Advisory Corp

NO. 9985 P. 3

ACORD INSURANCE BINDER

DATE 04/26/2005

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Black/white Concord Insurance (Kinne)
135 Kinnelon Road, Ste. 102
Kinnelon, NJ 07405-2333

COMPANY HUDSON INSURANCE CO.	BINDER # 9889
DATE EFFECTIVE 05/01/2005	EXPIRATION DATE 07/01/2005
TIME 12:01	TIME 12:01 AM

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:

AGENCY CUSTOMER ID: INURED

JEFFREY R. SURENIAN & ASSOCIATES LLC
2052 HIGHWAY 35
WALL TOWNSHIP, NJ 07719

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)
LAWYERS PROFESSIONAL LIABILITY INSURANCE COVERAGE IS PROVIDED TO (2) ATTORNEY IN A LAW FIRM SITUATED IN WALL TOWNSHIP, NEW JERSEY.

COVERAGES	COVERAGE/FORMS	DEDUCTIBLE	COINS %	LIMITS	AMOUNT
PROPERTY TYPE OF INSURANCE PROPERTY CAUSES OF LOSS BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input type="checkbox"/>	N/A				
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LAWYERS PROF LIABILITY	DEFENSE COSTS ARE PAID FOR BY HUDSON INSURANCE COMPANY IN ADDITION TO THE LIMIT OF LIABILITY IN ACCORDANCE WITH NJ STATUTE RETRO DATE FOR CLAIMS MADE: 05/01/05			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS & COMP/OP AGG \$	
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NONOWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$	
AUTO PHYSICAL DAMAGE COLLISION: <input type="checkbox"/> OTHER THAN COLL: <input type="checkbox"/>	ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> N/A			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER	
GARAGE LIABILITY ANY AUTO	N/A			AUTO ONLY (EA ACCIDENT) \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$	
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE: N/A			EACH OCCURRENCE \$ AGGREGATE \$ SELF INSURED RETENTION \$ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE (EA EMPLOYEE) \$ E.L. DISEASE (POLICY LIMIT) \$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				FEE \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$	

SPECIAL CONDITIONS/OTHER COVERAGES
PER CLAIM DEDUCTIBLE = \$5,000 APPLICABLE TO LOSS ONLY.
TOTAL ANNUAL PREMIUM = \$3,813.

NAME & ADDRESS

MORTGAGEE LOSS PAYEE

ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD CORPORATION 1999

04/26/05

Taxpayer Identification# 270-119-443/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: JEFFREY R SURENIAN AND ASSOCIATES LIMITE	TRADE NAME:	
ADDRESS: RIVERS EDGE PROF BLDG #201 WALL NJ 07719	SEQUENCE NUMBER: 1145488	
EFFECTIVE DATE: 03/09/05	ISSUANCE DATE: 04/26/05	
FORM-BRC(08-01)		<i>John E. Tully</i> Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

0000506
State of New Jersey
Department of The Treasury
Division of Revenue
PO Box 252
Trenton NJ 08646-0252

FIRST CLASS MAIL
U.S. POSTAGE
PAID
TRENTON, NJ
PERMIT NO. 21

JEFFREY R SURENIAN AND ASSOCIATES LIMITE
1206 RUE AVENUE
POINT PLEASANT NJ 08742

RESOLUTION NO. 2005 - 155

A RESOLUTION AWARDING A BID FOR
LEAF HAULING / DISPOSAL

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Leaf Hauling / Disposal; and

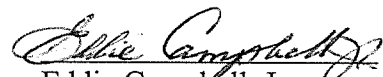
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Motion, Inc., 19 Elbo Lane, Suite B, Mt. Laurel, N. J. 08054 in the amount of \$4.73 per cubic yard (based on 11,000 cubic yards at \$52,030.00); 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 1st day of November, 2005 that the bid be accepted as per the attached bid return sheet and recommendation; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annesé, RMC
Township Clerk

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

Certification Of Availability of Funds

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

Resolution Date: 11/01/05
Resolution Number: 2005-155

Vendor: MOTION MOTION INC
47 BROADACRE DRIVE
MT LAUREL, NJ 08054

Contract: 05-00014 MOTION INC-LEAF HAULING

Account Number	Amount	Department
5-01-26-290-291-132	52,030.00	PUBLIC WORKS
Total	52,030.00	

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



Chief Financial Officer

TOWNSHIP OF WILLINGBORO
Interoffice Memorandum
October 24, 2005




TO: Ms. Denise Rose
FROM: Mr. Rich Brevogel
Reference: Recommendation of Award of Leaf Hauling and Disposal Agreement/PO



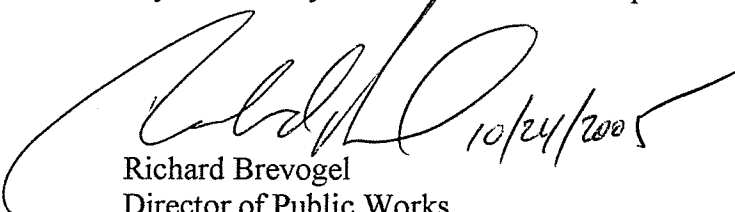
Ms. Rose,

The bid opening for the Removal and Disposal of Leaves was held on October 24, 2005.
Based on a review of the bids received I am recommending the award of a Purchase order
to:

Motion, Inc. 
19 Elbo Lane, Suite B
Mt. Laurel New Jersey 08054

Cost: \$ 4.73 per cubic yard based on 11000 cubic yards.
PO Amount \$52030

If you need any additional information please let me know. Thanks


Richard Brevogel
Director of Public Works

LEAF HAULING / DISPOSAL

Bid Opening Monday, October 24, 2005 at 10:30 AM by Marie Annese, Twp. Clerk

Also present were: Mr. Brevogel, Mr. Hardy, Ms. ~~Barrionto~~ and representatives from Nature & Motion.

Nature's Choice Corp.
Union, N. J.
Bid Price

Motion, Inc.
Mt. Laurel, N. J.
Bid Price

Material Hauling & Disposal
Approximately 11,000
Loose Cubic Yards
Bid Price per cubic yard

6.14 per c.y. 4.73 per c.y.

- Bid Requirements:**
 Bid Certification & Guarantee
 Cert. Consent of Surety
 Disclosure Statement
 Non-Collusion
 Affirmative Action
 N.J. Business Registration
 Other / Cert. of Emp. Info. Rep.

✓	Burd	BAJ
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		11/13/05
✓		
✓		
✓		
✓		

Bid return to Mr. Brevogel for review and recommendation.
To be copied to Council, Manager & Solicitor

/ma



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

October 27, 2005

Eugene J. Chebra, P. E.
Bureau of Administration and Management
Municipal Finance & Construction Element
NJ Department of Environmental Protection
P. O. Box 425
Trenton, New Jersey 08625-0425

Dear Mr. Chebra:

Attached please find three (3) certified copies of Resolution No. 2005 – 153, Grant Agreement between Township of Willingboro and State of New Jersey, Grant Identifier WQ05-134, which was adopted by Willingboro Township Council at their meeting of October 25, 2005. Also attached are the signed Payment Voucher and three (3) signed Amendment/Modification Forms for Standard Contracts and Grants.

We anticipate receipt of a fully executed copy of the grant agreement.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

cc: Richard Brevogel

RESOLUTION NO. 2005 - 156

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

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

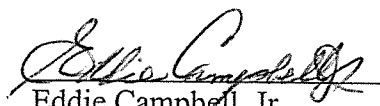
WHEREAS, bids have been received, opened and read in public; and

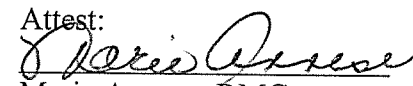
WHEREAS, it appears to be in the best interest of the Township to accept the bid of American Athletic Courts, Inc., 2050 Route 206 N., Vincentown, NJ 08088. The award is for a total bid amount of \$183,785.00 representing base bid items 1 through 4; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of November, 2005, that the bid be accepted as per the recommendation of the Township Engineer and the Superintendent of Parks and Recreation.

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


Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

Certification Of Availability of Funds

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

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

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

Contract: 05-00015 AMER ATHLETIC-COURT RESURFACES

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

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



Chief Financial Officer

Township of Willingboro
Department of Recreation and Parks
Interoffice Memorandum

October 31, 2005



TO: DENISE ROSE, TOWNSHIP MANAGER

FROM: HARRY W. McFARLAND, SUPERINTENDENT

RE: AWARD OF BIDS

I have reviewed the specification and the bids submitted for the resurfacing of the tennis court at Fairmount, basketball court at Country Club, and the chip trail bike path at Fairmount. I recommend the acceptance of the low bid of athletic courts in the amount of \$183,785.00.

Funds for these projects are included in the 2004 and 2005 capital budgets:

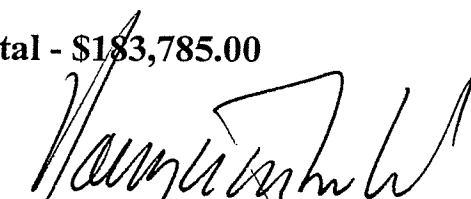
C-04-55-904-002-911

Tennis courts and bike path repair- \$115,785.00

C-04-55-905-002-904

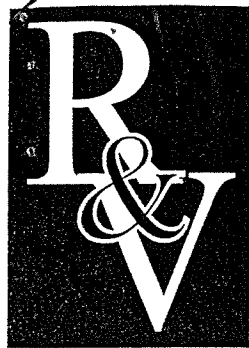
Basketball court – \$68,000.00

Total - \$183,785.00


Harry W. McFarland
Recreation and Parks Superintendent

HWM/rl

APPROVED

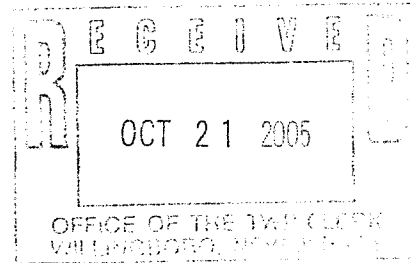



Remington & Vernick Engineers
 Remington, Vernick & Vena Engineers
 Remington, Vernick & Beach Engineers
 Remington, Vernick & Arango Engineers
 Remington, Vernick & Walberg Engineers

Marie
 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.

October 13, 2005



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

**Re: Township of Willingboro
 Resurfacing of Miscellaneous
 Courts & Pedestrian Pathways
 Our File #0338T024**

Dear Ms. Rose:

We have tabulated the bids received on October 12, 2005, with reference to the above captioned project and find the low bidder to be American Athletic Courts, Inc., 2050 Route 206 N., Vincentown, NJ 08088, in the amount of \$183,785.00 representing Base Bid Items 1 through 14. 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 American Athletic Courts, Inc. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

By

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

KWB:kpc

Enclosures

cc: Mayor & Council, c/o Marie Annese, Clerk
 Richard Brevogel, Director
 Joanne Diggs, Finance
 Richard G. Arango, P.E., C.M.E.
 George LaPorte, Senior Field Supervisor
 Raymond D. Longmore, Contract Administrator
 Syreeta Paul

**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.

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

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

Established in 1901

R V REMINGTON, VERNICK & ARANGO ENG.
& A BID TABULATION

PROJECT NAME:
 RESURFACING OF MISCELLANEOUS COURTS & PEDESTRIAN PATHWAYS

PROJECT NUMBER:

0338T024

CLIENT:

TOWNSHIP OF WILLINGBORO DEPARTMENT OF PARKS

AMERICAN ATHLETIC CTS.
 2050 ROUTE 206 N
 VINCENTOWN, NJ 08088
 609-859-1414
 ((BB, CS, SS, etc.))

GESSLER CONSTRUCTION
 565 EAST ANDREWS DRIVE
 MEDIA, PA 19063
 ((PHONE #))
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS	AMERICAN ATHLETIC CTS.		GESSLER CONSTRUCTION	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	ROADWAY EXCAVATION, EARTH	185 CY	\$80.00	\$14,800.00	\$70.00	\$12,950.00
2	REMOVE AND REPLACE ROADWAY BASE	120 SY	\$40.00	\$4,800.00	\$60.00	\$7,200.00
3	MILLING, 1-1/2" THICK DENSE-GRADED AGGREGATE	1310 SY	\$10.00	\$13,100.00	\$10.00	\$13,100.00
4	BASE COURSE, 4" THICK	55 CY	\$60.00	\$3,300.00	\$100.00	\$5,500.00
5	HOT MIX ASPHALT BASE COURSE, MIX I-2, 2-1/2" THICK	20 TON	\$125.00	\$2,500.00	\$150.00	\$3,000.00
6	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 1-1/2" THICK	135 TON	\$100.00	\$13,500.00	\$125.00	\$16,875.00

R V REMINGTON, VERNICK & ARANGO ENG.
& A BID TABULATION

PROJECT NAME:
 RESURFACING OF MISCELLANEOUS COURTS & PEDESTRIAN PATHWAYS

PROJECT NUMBER:

0338T024

CLIENT:

TOWNSHIP OF WILLINGBORO DEPARTMENT OF PARKS
 AMERICAN ATHLETIC CTS.
 2050 ROUTE 206 N
 VINCENTOWN, NJ 08088

609-859-1414
 ((BB, CS, SS, etc.))

609-859-1414
 ((BB, CS, SS, etc.))

GESSLER CONSTRUCTION
 565 EAST ANDREWS DRIVE
 MEDIA, PA 19063
 ((PHONE #))
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS	AMERICAN ATHLETIC CTS.		GESSLER CONSTRUCTION	
			UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
7	TACK COAT	220 GAL	\$3.00	\$660.00	\$4.00	\$880.00
8	SEALING OF CRACKS IN HOT MIX ASPHALT	815 LF	\$5.00	\$4,075.00	\$5.00	\$4,075.00
9	THE PREMIER COURT SURFACING SYSTEM OR APPROVED EQUAL	1670 SY	\$33.00	\$55,110.00	\$44.00	\$73,480.00
10	ACRYLIC COURT RESURFACER, COLOR AND LINE STRIPING	3085 SY	\$13.00	\$40,105.00	\$12.00	\$37,020.00
11	PAVEMENT FABRIC (PETROMAT 4598 OR APPROVED EQUAL)	1020 LF	\$2.00	\$2,040.00	\$4.00	\$4,080.00
12	TOPSOILING, 4" THICK	1745 SY	\$7.50	\$13,087.50	\$9.00	\$15,705.00
13	FERTILIZING AND SEEDING, TYPE A-3	1745 SY	\$1.00	\$1,745.00	\$1.20	\$2,094.00
14	WOOD MULCHING, 4" THICK	1330 SY	\$11.25	\$14,962.50	\$7.70	\$10,241.00
TOTAL CONSTRUCTION COST				\$183,785.00		\$206,200.00

RESOLUTION NO. 2005 - 157

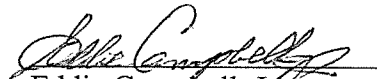
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO AUTHORIZING EXECUTION
OF AN INTERLOCAL SERVICE AGREEMENT FOR ANIMAL
CONTROL SERVICES BETWEEN THE TOWNSHIP OF
WILLINGBORO AND THE TOWNSHIP OF EDGEWATER PARK.**

WHEREAS, the Township of Willingboro provides Animal Control Services and desires to enter into an Interlocal Services Agreement with the Township of Edgewater Park to provide Animal Control Services to the Township of Edgewater Park; and

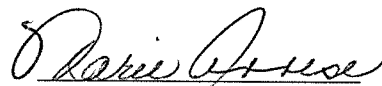
WHEREAS, shared services are in the public interest and will benefit both the Township of Willingboro and the Township of Edgewater Park; and

WHEREAS, the Township Council has reviewed the proposed agreement for shared services, a copy of which is attached hereto, and desires to enter into an Interlocal Services Agreement with the Township of Edgewater Park, pursuant to N.J.S.A. 40:8A-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of November, 2005, that the Mayor and the Township Clerk are hereby authorized to execute the Interlocal Services Agreement, as attached hereto, between the Township of Willingboro and the Township of Edgewater Park for Animal Control Services.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

denise rose

From: Linda Dougherty [ldougherty@edgewaterpark-nj.com]
Sent: Thursday, November 03, 2005 1:35 PM
To: denise rose
Subject: RE: Animals

Hi Denise:

Great - dates for the one-time payment will be December 13, 2005; at the Nov 22nd meeting I'll have Committee approve contract then pay at the following meeting which is 12/13/05.

Thank you
Linda Dougherty

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

From: denise rose [mailto:denise_rose@willingborotwp.org]
Sent: Thursday, November 03, 2005 10:15 AM
To: 'Linda Dougherty'
Subject: Animals

Greetings Linda, Township Council approved the agreement. Marie Annese, Township Clerk, would like to know what dates you would like to put in for the one-time payment. Currently the document lists September 1, 2005 and December 31, 2005. Thank you for your patience.

denise



TOWNSHIP OF WILLINGBORO

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

November 4, 2005

Ms. Linda Dougherty, Administrator/Clerk
400 Delanco Road
Edgewater Park, New Jersey 08010

Re: Shared Service Agreement
Animal Control

Dear Ms. Dougherty:

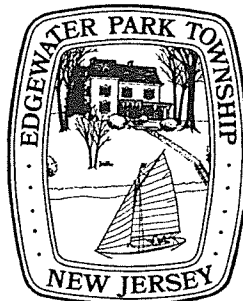
Attached is a certified copy of Resolution No. 2005 – 157 which was adopted by Willingboro Township Council at their meeting of November 1, 2005. Also attached are two copies of the Agreement. It would be appreciated if you would have both signed and then return one fully executed copy to this office.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma



Township of Edgewater Park

400 Delanco Road

Edgewater Park, New Jersey 08010

Phone (609) 877-2050

Fax (609) 877-2308

DEC - 5 2005

November 29, 2005

Willingboro Police Department
Attn: Eddie Campbell
One Salem Rd
Willingboro, NJ 08046

Re: Animal Control

Dear Mrs. Campbell,

Enclosed for your records and appropriate action is a copy of Edgewater Park Townships' Resolution 121-2005 along with a signed copy of the Inter-Local Agreement for Animal Control Services.

If you have any questions or if any additional information is required, please feel free to call me at (609) 877-2050, Monday through Friday, from 9:00a.m. to 4:30 p.m.

Sincerely,

Township of Edgewater Park

Linda M. Dougherty, RMC/Administrator

enclosures

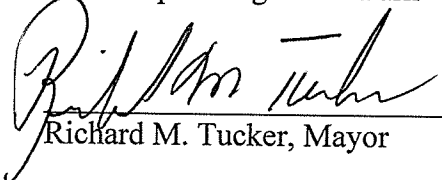
**TOWNSHIP OF EDGEWATER PARK
RESOLUTION NO. 121 – 2005**

*Authorizing Execution of an Interlocal Service Agreement
for Animal Control Between the Township of
Willingboro and The Township of Edgewater Park*

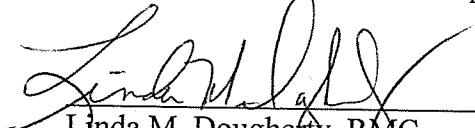
WHEREAS, the Township of Willingboro provides Animal Control services; and

WHEREAS, the Township of Edgewater Park, pursuant to the terms and provisions as set forth in an Interlocal Services Agreement, a copy of which is attached hereto and made a part hereof, desires to enter into an interlocal services agreement with the Township of Willingboro pursuant to N.J.S.A. 40:8A-1, et. seq.,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Edgewater Park that the Mayor be, and he hereby is, authorized to execute said agreement on behalf of this Township and the Township Clerk shall attest to same and complete the acknowledgement attached thereto, for an interlocal services agreement, a copy of which is attached hereto.

Township of Edgewater Park

Richard M. Tucker, Mayor

I certify that the foregoing Resolution No.121-2005 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on November 22, 2005.


Linda M. Dougherty, RMC
Municipal Clerk/Administrator

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Atzert	✓				1st
Mrs. Hall	✓				
Mr. Pullion				X	
Mr. Van Brunt	✓				
Mayor Tucker	✓				2nd

**INTER-LOCAL AGREEMENT
FOR THE PROVISION OF
ANIMAL CONTROL SERVICES**

This Agreement made this 5th day of Nov., 2005, by and between the Township of Willingboro, a Municipal Corporation with its principal office at Municipal Complex, One Salem Road, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro", and the Township of Edgewater Park, a Municipal Corporation with principal office at 400 Delanco Road, Edgewater Park, Burlington County, New Jersey, hereinafter called "Edgewater Park," for animal control services.

That Willingboro does hereby agree to perform animal control services for Edgewater Park.

This Agreement shall be for a ten (10) year term commencing on Nov. 1, 2005, and ending December 31, 2015. This Agreement shall be automatically extended for additional terms of one (1) year each (January 1 to December 31) upon the same terms and conditions provided that either party may give notice of termination of the agreement on or before November 1st preceding the contract year.

Both parties shall have the right to terminate this Agreement by giving to the other party sixty (60) days written notice of their election to do so. Any notice from Edgewater Park to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to Willingboro at One Salem Road, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint.

Definitions:

An animal for the purpose of this Agreement is defined as a domestic dog or cat, or, in the case of a request to remove a dead animal from either public right-of-way or private property, an animal shall be defined as domestic dog or cat.

A call is defined as a request by the municipality to pick-up a roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for testing of West Nile Virus, as well as transportation of quarantined animals in cases involving bites.

Edgewater Park shall pay a fee for the animal control service of \$250.00 payable quarterly in advance, at the annual rate of \$1,000.00, for a qualified animal control officer to perform said services. The rate for animal control services is based on fifteen (15) calls for service per month. Additional calls for services shall be billed at a rate of \$35.00 per call.

Edgewater Park further agrees to make a one time donation in the amount of Eight Thousand (\$8,000.00) Dollars to Willingboro Township to help off set the cost for the purchase of an animal control vehicle and interior equipment. In the event that Willingboro terminates said contract with Edgewater Park, Willingboro further agrees to reimburse Edgewater Park a prorated portion of the one time donation of \$8,000.00. Willingboro Township further agrees to accept the one-time payment as follows:

Amount:

\$ 8000.00

Date:

On or before December 13, 2005

An Animal Control Officer will issue summonses and testify in court for alleged

violations of the Edgewater Park ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that the qualified animal control officer designated by the Township of Willingboro shall be away for a period of vacation, Willingboro shall replace said animal control officer with another qualified person, but, in the event that the said officer is ill for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Edgewater Park shall be responsible for any and all fees associated with the services of the Burlington County Animal Shelter. In the event that a sick or injured animal is picked up within Edgewater Park, the cost of required veterinarian care shall be the responsibility of Edgewater Park.


It is hereby agreed that the ordinary hours of service shall be between 7:00 a.m. and 9:00 p.m., and that the ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher to the Animal Control Officer. Responses shall be in the order that calls were received without regard to the municipality where it originates, except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

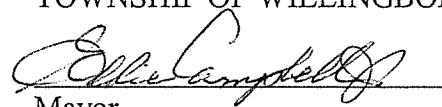
Willingboro hereby assumes all responsibility for its employees and agrees to protect, indemnify, and save harmless Edgewater Park, its successors and assigns, from and against any and all loss, damage or injury, together with costs and expenses incident thereto, for claims, for loss, damage, injury or judgments, together with costs and expenses incidents thereto, arising in any manner, either directly or out of the services contracted for under the terms of this contract,

which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from the actions undertaken by the terms of this said contract.

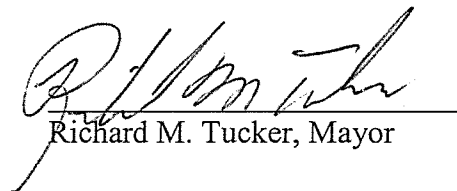
IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:


TOWNSHIP OF WILLINGBORO

Mayor

ATTEST:

Linda M. Dougherty, Municipal
Clerk

TOWNSHIP OF EDGEWATER PARK

Richard M. Tucker, Mayor

RESOLUTION NO. 2005 - 158
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 11/01, 2005, that an Executive Session closed to the public shall be held on 11/01, 2005, at 8:20 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.


Eddie Campbell, Jr., Mayor

ATTEST:

Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 – 159


**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 to overpayments, 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 9th day of November, 2005, 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.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

CLAUDETTE DOWNER 124 NIAGARA LANE WILLINGBORO, NEW JERSEY 08046 BLOCK 1020 LOT 18 124 NIAGARA LANE OVERPAYMENT TAXES	\$ 76.00
DESAREE JOHNSON 52 MIDVALE LANE WILLINGBORO, N.J. 08046 BLOCK 519 LOT 9 52 MIDVALE LANE OVERPAYMENT TAXES	804.64
COUNTRYWIDE TAX SERVICE PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 242 LOT 10 32 BARRINGTON LANE OVERPAYMENT TAXES	912.14
MODERN GROUP, LLC 1500 MAINLINE DRIVE CINNAMINSON, N.J. 08077 BLOCK 1020 LOT 110 9 NEW CASTLE LANE OVERPAYMENT TAXES	622.95
NATIONAL REAL ESTATE 401 ROUTE 70E. SUITE 210 CHERRY HILL, N.J. 08034 BLOCK 611 LOT 6 18 HEPBURN LANE OVERPAYMENT TAXES	944.81
COUNTRYWIDE PO BOX 5012 WOODLAND HILLS, CA. 91365-5012 BLOCK 625 LOT 21 61 HINSDALE LANE OVERPAYMENT TAXES	1259.90
STANLEY, DAVID & VALERIE 32 BEECHFERN LANE WILLINGBORO, N.J. 08046 BLOCK 203 LOT 10 32 BEECHFERN LANE OVERPAYMENT TAXES	1084.83

RESOLUTION NO. 2005 - 160

A RESOLUTION TO CANCEL TAXES
FOR ADDED ASSESSMENT

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 2004 and 2005.

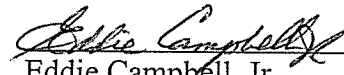
Year	Block/Lot	Assessed To	Amount
2004	806 / 18	Gregory, John and Alvira	\$145.36
2005	806 / 18	Gregory, John and Alvira	\$152.95

WHEREAS, added assessments were placed on the above property in error; and


WHEREAS, N.J.S.A. 54:4-99 & 100 allows the governing body of a municipality to cancel taxes that are illegal assessments or where "past due taxes" are due and owing.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of November, 2005, 2004, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A.54:4-99 & 100.

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

RESOLUTION TO CANCEL TAXES FOR ADDED ASSESSMENT

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 2004 and 5

Year	Block/Lot	Assessed to:	Amount
2004	806/1 2	Gregory, John and Alvira	145.36
2005	806/1 2	Gregory, John and Alvira	152.95

AND WHEREAS, Added assessments were placed on the above properties in error.

AND WHEREAS, 54:4-99 and 100-allows the governing body of a municipality to cancel taxes that are illegal assessments or where "past due taxes" are due and owing.

THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this _____ day of _____, 2003 that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A. 54:4-99 and 100.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Tax Collector for her information and attention and compliance.

Cancel resolution

WILLINGBORO TAX ASSESSOR
ONE SALEM ROAD
WILLINGBORO, NJ 08046

Bill Tantum
Tax Assessor

Karen McMahon
Deputy Tax Assessor

609-877-2200
ext. 6212
ext. 6300

Stacey Wallace
Clerk

MEMORANDUM

To: Joanne Diggs, Tax Collector
From: Karen E McMahon, Deputy Tax Assessor *KEH*
Date: November 1, 2005
Re: A/A Appeal

.....

Please be advised this office will be entering in a municipal appeal for 56 East Lane Block 806, Lot 18. An added assessment was placed on this property in error. The correct property is 52 East Lane Block 806, Lot 17.

Any questions let me know.

Thank you.

CC: File Copy

Gregory + John Alvin
2004 145.36
2005 152.95

RESOLUTION NO. 2005 - 161
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

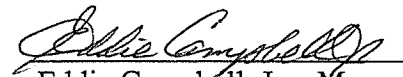
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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 11/9, 2005, that an Executive Session closed to the public shall be held on 11/9, 2005, 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.


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2005 – 152

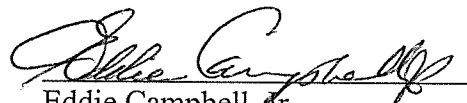
A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments, 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 22nd day of November, 2005, 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.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

KIM STREATER 44 HOLYOKE LANE WILLINGBORO, N.J. 08046 BLOCK 616 LOT 3 44 HOLYOKE LANE OVERPAYMENT TAXES	\$250.00
SAINTS MEMORIAL COMM. CHURCH 11 S. KENNEDY WAY AT PINE LANE WILLINGBORO, N.J. 08046 BLOCK 412 LOT 53 39 SOUTH KENNEDY WAY BLOCK 412 LOT 56 27 SOUTH KENNEDY WAY OVERPAYMENT TAXES	647.15 965.07
BERNARD, KAREEN 37 EDGE LANE WILLINGBORO, N.J. 08046 BLOCK 818 LOT 45 37 EDGE LANE OVERPAYMENT TAXES	12.04
BROWN, JOSEPH & ANN 27 EDISON LANE WILLINGBORO, N.J. 08046 BLOCK 841 LOT 2 27 EDISON LANE OVERPAYMENT TAXES	15.00
EAST COAST TITLE AGENCY 202 ROUTE 18 NORTH PO BOX 539 EAST BRUNSWICK, N.J. 08816 BLOCK 128 LOT 13 51 SANDSTONE LANE OVERPAYMENT TAXES	987.35
IVORY, EDWARD & DEBORAH 28 NIMITZ LANE WILLINGBORO, N.J. 08046 BLOCK 1021 LOT 20 28 NIMITZ LANE OVERPAYMENT TAXES	46.38

ARCHER & GREINER, PC AS TRUSTEE FOR FRANCIS DOEKSAM & CHRISTINE M. LEE 700 ALEXANDER PARK SUITE 102 PRINCETON, N.J. 08540 BLOCK 6 LOT 2 6 CHARLESTON ROAD OVERPAYMENT TAXES	8923.58
MCDONALD, FRANCIS & HELEN 77 MELBOURNE LANE WILLINGBORO, N.J. 08046 BLOCK 541 LOT 28 77 MELBOURNE LANE OVERPAYMENT TAXES	876.88
TRANSCONTINENTAL TITLE ATTN: GARY 6400 OAK CANYON #150 IRVINE, CA. 92618 BLOCK 717 LOT 32 21 GENTRY LANE OVERPAYMENT TAXES	1028.04
COUNTRYWIDE PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 244 LOT 30 17 BUCKEYE LANE BLOCK 202 LOT 12 11 BEECHFERN LANE OVERPAYMENT TAXES	1063.04 908.23
AMERICAN HOME TITLE 9 EAST STOW ROAD SUITE D MARLTON, N.J. 08053 BLOCK 902 LOT 125 171 ROCKLAND DRIVE OVERPAYMENT TAXES	821.65
DENISE DENSON 18 NEWTOWN LANE WILLINGBORO, N.J. 08046 BLOCK 1004 LOT 5 18 NEWTOWN LANE OVERPAYMENT TAXES	104.87

FIRST AMERICAN REAL ESTATE 95 METHODIST HILL DRIVE SUITE 100-ATTN: NJ TEAM ROCHESTER, N.Y. 14623 BLOCK 1009 LOT 95 72 NORTHAMPTON DRIVE OVERPAYMENT TAXES	1110.93
COUNTRYWIDE PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 236 LOT 9 30 BABCOCK LANE OVERPAYMENT TAXES	1623.67
REGIONAL TITLE AGENCY PO BOX 557 CHERRY HILL, N.J. 08003 BLOCK 1112 LOT 17 50 TIFFANY LANE OVERPAYMENT TAXES	1596.28
BUNCHE, GERALD & SHIRELLE 32 BEAVERDALE LANE WILLINGBORO, N.J. 08046 BLOCK 225 LOT 10 32 BEAVERDALE LANE OVERPAYMENT TAXES	434.67

RESOLUTION NO. 2005 - 163
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

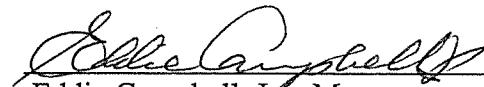
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(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 11/22, 2005, that an Executive Session closed to the public shall be held on 11/22, 2005, 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.


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk